

NOTICE OF SPECIAL MEETING

The Special Meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 4:30 PM on January 31, 2024 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

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

- A. PLEDGE OF ALLEGIANCE*
- B. ROLL CALL OF TRUSTEES*
- C. INITIAL PUBLIC COMMENTS - *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.*
- E. GENERAL MANAGER SELECTION - Interview of Candidates to begin at 4:30 or soon thereafter.
- SUBJECT:** Discussion and possible action to consider the following applicants, Mitchell Dion, Robert Field and Beverli Marshall for the vacant Incline Village General Improvement District, General Manager position, to include interview of candidates, possible selection of the General Manager position and/or a possible alternative choice, and possible direction to staff to proceed with negotiations of employment contract. (Requesting Staff Member: Director of Human Resources Erin Feore) – **pages 4 - 26**
 - A. PUBLIC COMMENTS - Limited to a maximum of three (3) minutes in duration.
- F. REPORTS TO THE BOARD - Reports are intended to inform the Board and/or the public.
- SUBJECT:** Treasurers Report - December 2023 Activities District Treasury Report. (Requesting Trustee: Raymond Tulloch) – **pages 27 - 45**
 - SUBJECT:** Verbal Report and Update on the Director of Golf Recruitment, by the Director of Human Resources, Erin Feore. – **pages 46 - 61**
 - SUBJECT:** Verbal Report and Update on the Contract Review Processes, provided by Board Chair, Trustee Sara Schmitz. – **pages 62 - 65**
- G. CONSENT CALENDAR (for possible action)
- SUBJECT:** Approval of the Meeting Minutes for January 10, 2024 – **pages 66 - 145**

Incline Village General Improvement District

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

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

www.yourtahoeplace.com

NOTICE OF SPECIAL MEETING

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H. GENERAL BUSINESS (for possible action)

1. **SUBJECT: PUBLIC HEARING (not earlier than 6:00 P.M. and as soon thereafter as practicable) - Fiscal Year 2023/24 Midyear Budget Augmentation**

Recommendation for Action: That the Board of Trustees:

Adopt a Resolution Augmenting Budget and Appropriating General Fund Reserves in the amount of \$1,512,949 and Recreational Services Reserves, Beach Utility Reserves, Internal Services Reserves in the cumulative amount of \$3,956,700. – **pages 146 - 155**

2. **SUBJECT:** Receive a report and update on the Finance Active and Special Project List. (Requesting Staff Member: Interim Director of Finance Bobby Magee) – **pages 156 - 160**

Recommendation for Action: That the Board of Trustees:

Discuss the Updated Finance Active and Special Project List and Provide Further Direction as Appropriate.

3. **SUBJECT:** Review, Discuss, and Approve the Scope of Work and Related Contract Pricing for Forensic Due Diligence Auditing Services and Direct the General Manager to Execute the Agreement with RubinBrown (Requesting Staff Member: Interim Finance Manager Bobby Magee) – **pages 161 - 180**

Recommendation for Action: That the Board of Trustees:

1. Discuss the Contract, Related Scope of Work, and Related Pricing for Forensic Auditing Services and Provide Further Direction to Staff as Appropriate; and,
2. Direct the General Manager to execute the contract with RubinBrown.

4. **SUBJECT:** Authorize General Manager to Execute Contract Amendment Increasing the Baker Tilly Contract by \$100,000 for Additional Accounting Resources Required to Support Continued Work on Daily Operational Activities and Special Projects as Previously Prioritized by the Board (Requesting Staff Member: Interim Finance Director Bobby Magee) – **pages 181 - 184**

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

1. Direct Staff to Increase the Baker Tilly Contract by \$100,000 for Additional Accounting Resources Required to Support Continued Work on Daily Operational Activities and Special Projects as Previously Prioritized by the Board, Contingent Upon Approval of the Budget Augmentation Request.
2. Authorize the General Manager to Execute the Contract Amendment.

5. **SUBJECT:** Review, discuss and identify the board's goals for 2024. (Requesting Trustee: Chair Sara Schmitz) - – **pages 185 - 192**

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6. **SUBJECT:** Review, discuss and possibly approve the agreement for FlashVote Services not to exceed the amount of \$7,900.00. (Requesting Trustee: Matthew Dent)
– *pages 193 - 202*

Recommendation for Action: That the Board of Trustees make a motion to approve the Flashvote Services agreement, not to exceed the amount of \$7,900.00.

- I. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
- J. LONG RANGE CALENDAR
- K. BOARD OF TRUSTEES UPDATE
- 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 9:00 a.m. on Friday, January 26, 2024, a copy of this agenda (IVGID Board of Trustees Session of January 31, 2024) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 213:

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

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

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

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

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

M E M O R A N D U M

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim General Manager

FROM: Erin Feore, Director of Human Resources

SUBJECT: Discussion and possible action to consider the following applicants, Mitchell Dion, Robert Field and Beverli Marshall for the vacant IVGID General Manager position, to include interview of candidates, possible selection of the General Manager position and/or a possible alternative choice, and possible direction to staff to proceed with negotiations of employment contract.

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

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

DATE: January 24, 2024

I. RECOMMENDATION

Following the interview process with the General Manager candidates, the Board makes a motion to:

1. Designate selected candidate and, possibly, designate second choice; and
2. Direct staff and/or legal counsel to complete the negotiation of the employment contract for newly hired General Manager.

II. BACKGROUND

On August 30, 2023, the Board of Trustees selected the executive search firm of Bob Hall and Associates and authorized the Director of Human Resources and Interim General Manager to engage in services with said agency.

On January 9, 2024, Bob Hall and Associates proposed four candidates for District Board of Trustees' consideration for the position of General Manager. Prior to the date of this memo, one of the candidates rescinded their interest for personal reasons. A panel assessment of these proposed candidates was conducted on January 9, 2024. The panel consisted of the Interim General Manager, Mike Bandelin; Interim Director of Finance, Bobby Magee; Director of Human Resources, Erin Feore and Talent Acquisition Specialist, Lisa Hoopes.

The following candidates were selected to be considered by the Board of Trustees for hire:

Mitchell Dion
Robert Field
Beverli Marshall

IVGD staff recommends the following procedure for conducting candidate interviews:

Candidate resumes, cover letters and supplemental information (if provided) are included in this Board packet for review. Following a brief introductory presentation (not to exceed five minutes) in which each candidate will highlight their experience and background, the Trustees will each take turns (as coordinated by the Board Chair) to ask questions of each candidates. It is recommended that candidate interviews do not exceed 50 minutes.

Following the last candidate's interview, the Board Chair may allow for public comment.

After public comment, the Board will proceed to nominate their top candidate for the General Manager position. The District Clerk will read aloud each Trustee's selection to identify the top two candidates.

- If there is a unanimous selection, the Board Chair will proceed as noted below.
- If there is not a unanimous selection, the Board Chair will call for a second vote in which case all Trustees will be directed to select their top candidate from the top two identified candidates from the previous nomination round.
- The District Clerk will again read aloud each Trustee's selection to identify the top candidate.

The Board Chair will ask for a motion to select the top candidate for the position. Once the motion is passed and the top candidate is formally announced, the Board Chair may provide direction to IVGID staff and/or legal counsel to

negotiate the new employment contract for the new General Manager and the Director of Human Resources will coordinate with appropriate staff to bring back for future consideration the proposed contract for review and possible consideration.

III. **BID RESULTS**

Not Applicable

IV. **ALTERNATIVES**

The Board may choose to not select any of the proposed candidates and give further direction to IVGID staff regarding the General Manager recruitment process:

- Direct staff to review and select for proposal a new Executive Search Firm; or
- Direct staff to engage with previously identified second choice Executive Search Firm (Koff and Associates) for services not to exceed \$50,000*; or
- Direct staff to discontinue search process until further notice.

*Rate noted is previously approved spending authority maximum for professional services with Bob Hall and Associates. Additionally, any proposed contract would require further Board approval; as such, the IVGID staff would return to the Board for direct approval before formally engaging with selected executive search firm.

V. **ATTACHMENTS**

1. Candidate Resumes
2. General Manager Job Description

VI. **DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

Selection of top candidate for the General Manager position. Direction to proceed to employment contract negotiations.

December 27, 2023

Joe Gorton
Bob Hall & Associates
joe@bobhallandassociates.com

Re: General Manager, Incline Village General Improvement District, NV

Dear Mr. Gorton & Selection Committee,

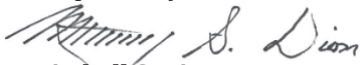
I am enthusiastic to be considered for the position of General Manager, Incline Village GID. Formal education combined with exceptional experience managing complex agencies, I am a proficient and industrious executive with business acumen, political savvy, vision and proven leadership in both private and public sectors. I offer diversified expertise and ability to deliver award winning results combined with the fluency to navigate regulatory processes and nuanced relationships requisite for success.

Known for principled and forward leaning leadership, innovative and adaptive approaches are my hallmarks. A resilient professional, my career has taken unusual twists providing matchless opportunity. Seeking difficult assignments expanded my proficiency and created a trove of know-how to bring order in the asymmetrical spectrum of contemporary issues. Also reinforcing my commitment to developing employees as the foundation for a productive and successful agency. I thrive working challenging and complex issues and offer a proven record as a fiscally responsible executive. Integrating vision, resource planning and responsiveness in a collaborative environment is a niche that I am well suited, moreover, I have the pragmatic skills, leadership traits and communication tools to enhance district operations and attentiveness to the community interests.

My experiences encompass working throughout the West; building teams, partnerships and consensus while emerging as a leader on complex public policy issues. Driving sustainable solutions for resource stewardship, I bring a unique perspective formed by keen relationships with state and federal agencies, regulators, and direct experience within legislative offices. Deep technical skills in water resources, operations and capital program delivery, I am experienced integrating a variety of resources including hydroelectric and recreation programs. In addition, I embrace active community engagement and will bring a customer service ethos with extensive experience working with diverse stakeholders to successfully align multiple perspectives and competing interests.

I appreciate your consideration of my application. Incline Village General Improvement District is an exceptional opportunity, I will bring the vision, ability, energy, and commitment to lead change and deliver success in responsive and high-quality services.

Respectfully,



Mitchell S. Dion



Mitchell S. Dion

Innovative, politically astute, and agile executive with extensive leadership experience embracing fiscally sound, measured and responsible solutions.

Vision & Innovation
Optimize Business and Engineering Systems
Fiscal Acumen

Legislative & Strategic Affairs
Employee Relations & Development
State and Regional Leadership

General Manager, Kingsbury General Improvement District

8/21 to cur

Led small and highly responsive agency providing water, wastewater, roads, snow removal and drainage services navigating the complexity of the Tahoe Basin. Provide mentorship and employee development for district.

- Organized and led coalition of GIDs for representation and mutual support in County and State Issues
- Secured \$2.5 million grant for consolidation of small failing system
- Implemented capital planning process for water, wastewater and stormwater while driving robust waterline and road improvement program
- Revised business and maintenance management process
- Led revisions to the development review and approval process
- Successfully led labor negotiations consistent with Board priorities

Assistant General Manager, Pasadena Water & Power, CA

11/17 to 8/21

Oversee complex utility operations and services for City. Provide technical and administrative direction to executives and managers. Coordinate legal, risk management and regulatory issues. Represent City on numerous local, regional and state wide boards and stakeholder groups. Conduct analysis and provide recommendations to City Council on legislative and policy issues. *Awarded Champion of Change by Outward Bound Adventures for inclusion and diversity in the Outdoors.*

- Developed watershed stewardship program academy for High School students in disadvantaged community
- Served on labor negotiations team, recommending and meeting policy objectives of City Council
- Led realignment of management team using analytical decision tools to improve service delivery and accountability
- Mapped and implemented relationship building with diverse public stakeholder groups to embrace resources plan
- Restructured CIP delivery improving results and reduced costs provided focus on resiliency and long term reliability
- Spearheaded regional groundwater replenishment program and negotiated regional water transfers

Consultant (Sacramento and San Diego)

06/14 to 11/17

Adjunct senior executive providing technical veracity and applying quantification decision tools for a variety of service areas. Supervising teams, provided technical program management, administrative support and development services for communities up to 300,000 people. Manage CIP, special projects and diverse portfolio of water and energy assets, oversee projects and analysis of legislative and planning proposals while enhancing strategic affairs. Conduct performance audit and cost of service study to address rates. Participate and led regional teams addressing; SGMA, discharge permitting, conjunctive use, aquifer storage and recovery, solid waste and energy management.

- Drafted Voluntary Settlement provisions used by Sacramento Area Agencies
- Introduced Regional Groundwater Bank and provided financial framework to implement groundwater transfer and conjunctive use to enhance resiliency
- Enhanced local relationships and managed dialogue de-conflicting agencies
- Transformed masterplan using analytics and risk based decision tools for business case decisions on asset management
- Saved 15% on overhead, focused on design and enhanced delivery of the CIP with award winning results
- Integrated technical services, AMI, CMMS and GIS for improved customer service and resource management
- Initiated policy vision enabling adaptive practices for climate, regulatory response and sustainability in masterplan

General Manager, Calaveras County Water District, CA

12/12 to 06/14

Led diverse agency including all aspects of resource management; 1100 square mile service area with 13 wastewater and 10 drinking water improvement districts, three hydroelectric plants (2 FERC projects 276mw), ag water, wholesale water and recreation facilities from the crest of the Sierras to Central Valley (110 FTE).

- Successfully eliminated 10% in overhead expenses while improving efficiencies
- Initiated FERC relicense and branding strategies fostering water rights alignment for broad benefits
- Effectively pursued legislation enabling storage to facilitate water transfers
- Successfully obtained State and Federal funding for disadvantaged communities and response to disaster recovery
- Resolved lingering litigation and related compliance requirements and addressed festering labor issues
- Engaged state & federal water and land agencies providing framework of state priority for resiliency in headwaters

General Manager, Rincon del Diablo M.W.D., San Diego County, CA

03/07 to 01/13

Led Water & Recycled Water and Fire Protection District, responsible to implement the policies of the Board of Directors, provided leadership, and managed restructuring the district reducing personnel and costs. Provided technical expertise in complex utility programs, steered; Community and Professional organizations leading policy and regulatory initiatives.

- Recognized leader and innovator successfully leveraged resources for water quality, reliability and infrastructure
- Achieved over 35% offset of potable use by recycled water within 3 years
- Led innovative Strategic Planning process producing unique monitoring and communications tool
- Modernized district information systems, including, AMI deployment and Business System and Process reforms
- Enhanced the customer experience based upon Analytics Business Intelligence (ABI) and integration of GIS tools
- Award winning communications program including Rincon 24/7
- Cofounder CSU San Marcos Utility Executive Certificate Program providing post-grad education to Utility professionals

Director of Community Development (Public Works and Planning), Douglas County, NV

07/06 to 03/07*

Manage diverse department consisting of Planning, Engineering, Building Official, Roads, and Utilities Divisions providing general government and municipal services for the County. Responsible to coordinate the public services delivery and champion economic development initiatives balancing the distinctive challenges of rural Nevada while addressing services in rapidly urbanizing areas, including the Casino core and tourism for Lake Tahoe. Oversee and administer the National Flood Insurance program and address flood map impacts to the community. * position eliminated in recession

- Oversaw seven independent water utilities, two wastewater utilities and a regional wastewater plant with recycled water with unique challenges of managing utilities within the Tahoe Basin including California Lahontan RWQCB.
- Led multiple agencies (including tribes) in regional cooperation on water, stormwater, solid waste and land-use
- Implemented a significant capital program for utilities; extensive groundwater monitoring and modeling program
- Resolved a contentious slow growth controversy with a series of community meeting and small working groups
- Raised the quality of services and the quality of development occurring in the community by fostering an environment which professional and technical staff were empowered to make decisions

General Manager/Production Director, American Water Western Region

07/03 to 08/06

Oversaw regulated and non-regulated water and wastewater facilities in several western states providing water, sewer and reclaimed water services for over 2 million people through several of the company's largest and most sophisticated treatment facilities. Develop, implement and monitor performance matrices of several managers and executives (340 FTE).

- Effectively negotiated and managed O&M contracted water & wastewater services for several mid-sized and large cities; including Seattle, Phoenix, Stockton and Houston
- Optimized processes, provided guidance and policy as necessary across all functional areas to plan, organize and execute the business and operational objectives achieving fiscal goals
- Led technical assessments and develop system operations plans for treatment, distribution and collection systems
- Engaged with elected officials and public agency personnel enhancing planning and service delivery
- Elected as Chairman Sacramento Groundwater Authority and Executive Board for the Regional Water Authority
- Improved rapport with other major water agencies, pursuing collaborative enhancements to the water supply
- Addressed complex regulatory and litigation issues resulted from contaminated ground water supplies
- Successful in rate case prepared for the California Public Utility Commission requiring keen attention to detail

Deputy Director of Public Works, City of Woodland, CA

08/00 to 07/03

Managed Utilities and Public Works O&M activities for City of Woodland. Oversaw planning and implementation of Water, Wastewater, and Stormwater, as well as, Street, Fleet & Facilities, Trees and Solidwaste/recycling programs. Coordinate all aspects for the Water and Wastewater utilities.

- Led two community advisory groups; to modernize solid waste & green waste collection
- Favorably negotiated with regulatory agencies, ensuring compliance for drinking water and wastewater utilities
- Participated on RWQCB committee for Basin Plan amendments to facilitate the use of recycled water and conjunctive use of the groundwater basin
- Initiated petition of new surface water rights successfully guiding effort to become the Woodland/Davis Treatment Plant
- Modernized solid waste and green waste collection

Utility Manager, City of Lacey, WA

09/95 to 09/00

Oversaw and managed community Utilities (20,000 water/ww connections). Provided strategic planning, perform technical analysis, coordinate compliance and environmental regulation, direct project design & construction, manage public outreach & education programs, develop & recommend policy for elected officials.

- "First in nation" zero runoff ordinance for fully mitigated developments
- Developed and implemented analytical performance criteria on specific programs for water quality monitoring, wetland protection, and drinking water source development
- Distinguished recognition by the USEPA for communications and community engagement during water contamination emergency

Engineer Officer United States Marine Corps key assignments include:

Marine Corps Liaison to the State of California

Conduct analysis and communicate USMC perspective to legislature and regulatory agencies while engaging on proposed legislation, enforcement and implementation of programs, particularly Resource Planning, Water & Energy, Land use, Air Quality, Water Quality (NPDES), Watersheds, ESA, NEPA/CEQA, Transportation Planning and Affordable Housing.

- A unique portal into the State and opportunity to engage and influence officials and nongovernmental groups at all levels
- Awarded for innovative work with State Agencies and as staff member to California Defense Retention Council (BRAC)
- Generated handbook to guide communities and base planning efforts for Governor’s Office of Planning and Research
- Introduced integrated strategy for several western states to leverage versus compete for mission (retaining bases)

Director of Facilities, Marine Corps Mountain Warfare Training Center, Bridgeport CA

Managed infrastructure and services for an isolated, self-contained community. Uniquely challenged base and airfield operations: high altitude, environmentally sensitive setting near Yosemite National Park in National Forest. Developed and implemented a comprehensive environmental compliance program.

- Led Master planning process providing for the coordination with applicable Federal, State, and Local agencies
- Acquired in-depth knowledge and practical experience in California and Federal environmental regulatory programs
- Successful collaborative approach working with NGO and other stakeholder groups
- Successful within California Legislature to modify the proposed designation for the Walker River to Wild and Recreation mitigating impacts to military training and base operations
- Negotiated favorable permit conditions with Lahontan Regional Water Quality Control Board.

Deputy Director, Facilities Management Dept, Marine Corps Air Bases, Western Area, El Toro, CA

Successfully provided leadership for traditionally structured municipal Public Works organization managing over 425 personnel with operational budget of \$55M and capital program of \$350M. Oversaw the public works operations and services for these large, complex communities.

- Implemented a cutting edge private venture capital project to provide additional military housing
- Led development of a competitive bid for service functions in the Commercial Activities (A-76) program
- Managed several large environmental remediation projects and implemented a reclaimed water project for aircraft hangar deluge system and golf course irrigation

Facilities Officer, Marine Corps Base, Camp Pendleton, CA

Lead department providing routine and emergency maintenance, construction and service contracting, energy and utilities services, solid waste programs including recycling and landfill operations.

- Closed two landfill sites and addressed numerous legacy issues including methane recovery
- Initiated long term water supply negotiation resolving contested water rights with adjacent agency

Professional Development:

M.S. Systems Management- R&D, School of Engineering
University of Southern California, Los Angeles

B.A. Environment Studies, California State University
Sacramento

A.A. General Ed/Science
American River College, Sacramento

Professional level military schools:

U.S. Army; Advanced Engineer Officer Course
(M.S. Construction Management):
U.S. Marine Corps; Engineer Officer, Utility Officer Courses:
U.S. Navy; Civil Engineer Officer School;
Public Works Management, Construction Contract
Administration, Planning, Energy and Service Contract
Programs:
U.S. Navy; Environmental Law
FEMA Emergency Management Institute, Floodplain Mgmt;
NIMS

Member AWWA, APWA, CWEA, AWRA, GRA, CASA
Member Delta Nutrients State Advisory Committee
Former Board Member: San Diego County Water Authority
(Chairman Water Supply Planning Committee)
Former Board Member: North County Econ Development Council
Former Board member: Carson Area Metropolitan Planning Org.
Former Director Sacramento Regional Water Authority
Former Chairman Sacramento Groundwater Authority
Former President Council of Water Utilities, San Diego

Certification:

WA WDM 3
CA/NV Cross Connection Specialist
CA WDO 2

Volunteer:

San Juan School District, Env. Ed, Camp Winthers, Soda Springs
Sacramento Creek week
San Diego – I love a Clean San Diego Beach and Creek clean-up

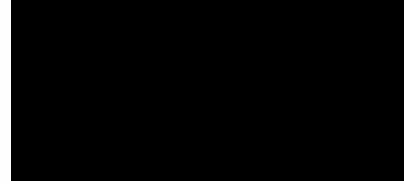
Memberships:

Active in CMUA, ACWA, and AMWA

Mitchell S. Dion

(760) 535-7137

Robert D. Field



December 27, 2023

Board of Trustees
Incline Village General Improvement District
c/o Bob Hall & Associates
Attn: Bob Hall

Subject: General Manager

To Whom It May Concern:

By this letter, I am forwarding my resume to you regarding my interest in the position of General Manager of the Incline Village General Improvement District. As you will note in reviewing my resume, I have considerable experience in numerous aspects of public agency management, many of which pertain directly to that position. In addition, my combination of private sector and public sector experience provides me with an insight into the challenges faced by, and the opportunities offered by, people and entities in both arenas.

Specifically, my experience in the public sector as an Assistant County Executive Officer and a City Manager has provided me the opportunity to successfully manage large, multidisciplinary government organizations and agencies. My appreciation for the value of partnerships and the importance of breaking down silos has grown considerably, as experience has proven time and again that no organization has a monopoly on good ideas, and that joint efforts bring a much greater likelihood of success.

As a public servant, it has always been one of my highest priorities to assemble and lead teams in a manner that makes a difference in the lives and livelihoods of residents. Community engagement is one of my strengths, and I make sure to have regular meetings with individual residents, neighborhood associations, and other community groups. One of the most important means of doing so is developing and sustaining relationships with numerous individuals and groups, both within the community and with leaders at the national, state, county, and municipal level. Part of this can be accomplished by developing meaningful plans that are embraced by stakeholders, with an emphasis on the achievable.

I spent most of my career with the County of Riverside, culminating with service as an Assistant County Executive Officer responsible for leading a large multi-disciplinary agency known as the Economic Development Agency, or EDA. At its peak EDA had over 1,600 employees and a budget of over \$1.1 billion. EDA was responsible for a multitude of services, both externally focused (serving the public in various capacities) and internally focused (serving other county departments). During the last three years of my tenure with the County of Riverside I also oversaw the operations of several independent County departments,

including the Registrar of Voters, the Department of Animal Services, the Regional Parks and Open Space District, and the Agriculture Commissioner.

Subsequent to my time with the County of Riverside I served as the City Manager of the City of San Bernardino. As many in local government circles know, San Bernardino is one of the few municipalities in California history to declare bankruptcy, which occurred in 2012. Upon assuming the seat, it quickly became clear that the city's employees needed to be made proud of the work they do, and that they needed to be provided with supportive leadership that would bring everyone together to move the city forward. Throughout my tenure I created and filled several key positions, many of which either did not exist before or had not been filled in years. The new team contributed the richness of their varied backgrounds, and their experience enhance the team, making San Bernardino a place where people want to work.

Although I currently reside in Southern California, I have spent considerable time in the State of Nevada, and have relatives and long-time friends residing in many areas of the state. My family and I have long considered moving to Nevada, and I have no impediments to relocating.

Thank you for allowing me to express my interest in the position of General Manager. I look forward to the opportunity to interview so that I can more completely demonstrate my qualifications and experience.

Sincerely,

Robert D. Field

Robert D. Field

**Robert D. Field
2023**

Experience: September 2020-January 2023: City Manager, City of San Bernardino, California

Served as City Manager of the City of San Bernardino, a charter city with approximately 223,000 residents that serves as the county seat for the County of San Bernardino. The city is responsible for all municipal services aside from fire protection, which is provided by the County's Fire Protection District, and waste collection, which is provided through a franchise agreement by a private contractor.

San Bernardino is one of the few municipalities in California history to declare bankruptcy, which occurred in 2012. In order to make the City of San Bernardino a place where people want to work, numerous key positions needed to be created, lines of authority had to be reestablished, policies adopted, and a high functioning management team hired. The information listed below details work performed to reinvigorate and uplift the city--its residents, its business community, and its employees.

- Reestablished the underpinnings of sound governance and function in the City of San Bernardino, based on improved approaches to policy making and budgeting.
- Improved service levels throughout the City in various respects, including but not limited to public safety, code enforcement, street and bridge condition, park and recreation programming and facility condition, and street tree maintenance.
- Established information dissemination capacity in order to provide residents and other interested parties consistent updates on the City's projects, programs, and overall progress.
- Ensured that the City began to be viewed as business friendly in order to draw in various types of investment, such as mixed use and transit-oriented development
- Created partnerships with other entities (e.g. County of San Bernardino, non-profit organizations, faith based organizations, and other non-governmental organizations) that will help the City improve responses to homelessness.
- Reorganized various departments and divisions to improve span of control and refine departmental responsibilities; examples include:
 - Reduced the scope of responsibility of the Public Works Department
 - Created a separate Facilities Management Department
 - Enhanced and refocused the Code Enforcement Division

- Created a Purchasing Division
- Created a Risk Management Division

General

- Led the organization through the fiscal and administrative challenges associated with responding to the COVID-19 pandemic, including the reopening process.
- Managed the development and distribution of outreach materials and analysis required for the Mayor, City Council, and voters to consider increasing and extending the City's supplemental sales tax.
- Facilitated the development, adoption, and implementation a voter approved 1% sales tax enhancement. Created an associated expenditure policy and established an oversight committee.
- Initiated the development and implementation of a comprehensive administrative policy manual.
- Established partnerships with various organizations (NPOs, NGOs, other government organizations) to address issues of homelessness.
- Negotiated the funding and preparation of a comprehensive Economic Study of the City by noted economist Dr. Christopher Thornberg, Director of the Economic Forecast Center at the UCR School of Business and Founder/President of Beacon Economics.
- Initiated the process of assessing and restoring service levels and increasing staffing in key areas throughout the City.
- Introduced a City-wide Nuisance Abatement Program and increased staff levels in the Code Enforcement Division.
- Facilitated numerous City Council workshops, including a Strategic Planning Session, the General Plan/Downtown Specific Plan process, and Budget planning.
- Initiated the process for updating the General Plan, preparing a Downtown Specific Plan, and updating the Development Code.
- Revised and advanced the City's Capital Improvement Projects (CIP).
- Initiated efforts to foster and develop a regional approach to addressing permanent supportive housing for unsheltered homeless individuals.
- Commenced labor negotiations.
- Negotiated the award of \$7.5 million in grants from the San Manuel Band of Mission Indians to be used for programs, services, and staffing for homeless services, parks and community services, and animal services.
- Directed negotiations that resulted in the relocation of the annual UCR Business School Economic Forecast event for the County of San Bernardino to downtown; event formerly took place in Ontario.

New Hires

- Chief of Police
- Finance Director
- Community & Economic Development (CED) Director

- Human Resources Director
- Public Works Director
- Parks, Recreation & Community Services Director
- Information Technology Director
- Public Information Officer (PIO)
- Economic Development Manager
- Purchasing Manager
- Real Property Manager
- Risk Manager
- Senior Management Analysts
- Administrative Analysts
- Code Enforcement Manager
- Code Enforcement Officers
- Miscellaneous CED Positions (Ongoing)
- Miscellaneous Public Works Positions (Ongoing)

Policies

- Introduced new Policy Manual (not previously established)
- Developed Reimbursement and Travel Policy
- Developed Purchasing Policy
- Developed Procurement Card Policy
- Developed Fiscal Management Policy

Budget

- Prepared and presented FY 20/21 Mid-Year Budget Report (approved 2/17/21)
- Prepared and presented FY 21/22 Budget (approved 6/2/21)
- Prepared and presented the City's first-ever multi-year budget, for FY 2022/23 and FY 2023/24 (adopted June 1, 2022)
- Initiated American Rescue Plan Act Budget and Expenditure Plan

Economic Development and Finance

- Secured an opinion from bond rating agency that confirmed that the City is now credit worthy, with an investment-grade prospective rating of AA-.
- Initiated the process of diversifying the City's local and regional economy to guard against overreliance on a small number of segments.

Plan of Adjustment

- Through FY2021/22, the City settled remaining lawsuits that were pending against the City while in bankruptcy.
- Coordinated the final discharge of the City's bankruptcy process in October 2022.

Capital Improvements

- Contracted for construction of 2nd Street Bridge replacement.
- Directed road improvements to over 100 sections of streets and roads.
- Initiated repairs and upgrades to historic California Theatre.
- Initiated repairs and upgrades to Encanto Community Center (formerly Boys & Girls Club), which will add a badly needed gym to the City's park system.
- Initiated Major League Baseball-directed improvements to Inland Empire 66ers/San Manuel Stadium.
- Upgraded/repaired various park facilities, including parking lots at Perris Hill and Lytle Creek parks.

Real Estate

- Negotiated 20 year Lease Extension with Inland Empire 66ers for their long-term tenancy at San Manuel Stadium.
- Negotiated Exclusive Negotiating Agreement (ENA) for Carousel Mall.
- Negotiated Termination Agreement for Arden-Guthrie property.
- Initiated negotiations with proposed developer for Seccombe Lake Park "Eyes on the Park" residential development.
- Initiated negotiations with potential developer for Transit Center transit-oriented development.

Legislative Advocacy

- Developed Legislative Platform for 2020/21 and 2021/22.
- Contracted with Hurst Brooks Espinosa, LLP for Advocacy and Lobbying Services.
- Oversaw, directed the development, and submittal of funding requests to State Senate and Assembly.
- Oversaw, directed the development, and submittal of funding requests to Federal legislators, departments, and agencies.

Intergovernmental Partnerships

- San Manuel Band of Mission Indians
 - Animal Shelter Grant
 - Homelessness Initiatives
- County of San Bernardino
 - Animal Shelter Cooperative Agreement (Pending)
 - Homelessness Initiatives and Cooperative Agreement
 - Flood Control property acquisition adjacent to Auto Center-expected to result in relocations and expansions (Pending)
 - Stormwater System Improvements
 - Street Improvements

- San Bernardino County Transportation Agency
 - Mount Vernon Bridge Replacement Entitlements
 - Waterman Interchange Improvements/Upgrades
 - Homelessness Initiatives
- Caltrans
 - 2nd Street Bridge Replacement Approvals
 - Homelessness Cleanup Projects
- California State University, San Bernardino (CSUSB)
 - Legislative Platform Development
 - Support for approval and funding of Master of Science in Physician Assistant (MS-PA) program
 - Advocacy for Regional Transportation Improvements
- San Bernardino Community College District (SBCCD)
 - Site Acquisition Support
 - Legislative Platform Development
 - Support for affordable housing for community college students
- University of California Riverside (UCR)
 - Medical School/UCR Health Clinic Expansion Program
 - Legislative Platform Development

Developer Projects & Expressions of Interest

- Lincoln Property Company-West
- Lewis Group of Companies
- Greens Group
- Palm Development
- Richman Group of California (Richman Homes)
- National COR
- Overland Development
- Frontier Communities
- Graystone Capital Advisors
- Miscellaneous Confidential Investment Groups

March 2009-February 2020: Assistant County Executive Officer, Riverside County Economic Development Agency

Managed the Riverside County Economic Development Agency (EDA), an agency with 22 divisions, a staff of more than 800, and an annual budget exceeding \$600 million. EDA's responsibilities were numerous, and include managing all construction within the County's \$1.5 billion Capital Improvement Program, running the County's Redevelopment Agency and subsequently the Successor Agency to the County Redevelopment Agency, managing all of the County's Workforce Investment programs, providing for the public's needs through the Community Services Division, running the

County's Housing Authority, managing various types of affordable housing programs, managing all of the County's real estate, and running the County's airports and the annual County Fair & National Date Festival.

Examples of specific responsibilities include: establishing County policies relative to economic development, redevelopment, workforce development, and affordable housing; management of County lobbyist activities in Washington, D.C. and Sacramento; negotiation of agreements pertaining to major land and building acquisitions, mitigation fee programs, and lawsuit settlements; development of foreign trade and foreign direct investment programs and policies, and negotiation of trade agreements; development of special legislation in cooperation with federal and state legislators; serving as co-chair of the County's Capital Improvement Program (CIP) team; and budget preparation, review, and monitoring, and personnel management.

April 2006- March 2009: Director of Facilities Management, County of Riverside

Managed the County of Riverside's Department of Facilities Management, with a staff of more than 600 distributed among five divisions (Design & Construction, Real Property, Maintenance, Custodial, and Administration), an annual operations budget of more than \$80 million, and an annual capital budget of approximately \$120 million. The department has long managed the County's capital building program, along with operating and maintaining the County's real estate inventory, including over 540 owned buildings, approximately 250 leased facilities, and numerous unimproved parcels of land.

Specific responsibilities included: budget preparation, review, and monitoring; fiscal management and analysis; serving as co-chair of the CIP team; capital project management (conceptualization, budgeting, space planning, architect/engineer selection, design review, and construction management); personnel management (hiring, promotion, reviews, and disciplinary actions); negotiation of real property agreements; coordination of maintenance programs and custodial operations County-wide; and negotiation of lease agreements.

6/05-4/06: Assistant Director

10/03-6/05: Deputy Director

7/00-10/03: Principal Development Specialist

1/14/99-7/00: Senior Development Specialist

Riverside County Economic Development Agency

Managed EDA's Desert Office, with responsibilities including: capital project management (conceptualization, budgeting, space planning, architect/engineer selection, design review, and construction management);

personnel management (hiring, promotion, reviews, and disciplinary actions); redevelopment program budgeting and management; and Community Planning and Development Program budgeting and management. Management activities included planning, organizing, and directing the work of multi-disciplinary project teams made up of general contractors, architects, landscape architects, civil and structural engineers, geologists, biologists, and archaeologists, as well as EDA staff. Funding sources for managed projects include Redevelopment Agency funds, CDBG funds, and special grant funds from various Federal and State agencies.

Managed the Riverside County Fair and National Date Festival, including: budget preparation, review, and monitoring; fiscal management and analysis; event coordination and contracting; entertainment selection and scheduling; and facility management (e.g. scheduling interim events, establishing and monitoring maintenance policies/programs, capital improvement prioritization and budgeting).

Managed EDA's Aviation Division, including: budget preparation, review, and monitoring; fiscal management and analysis; management of marketing efforts and website creation/revision; coordination of air shows; oversight of Federal Aviation Administration (FAA) grant applications; coordination of operations and maintenance activities; preparation of Minimum Standards for Fixed Base Operators; oversight of land and facility leases; management of personnel; budget preparation and management; and project management and supervision for various airport improvement projects, including runway extensions, infrastructure improvements (e.g. streets, water systems, sewer systems, storm water control facilities), and long term pavement maintenance projects (e.g. slurry seals, overlays).

Managed EDA's Housing Rehabilitation and Ownership (HRO) program, including: management of marketing efforts and website revisions; application review; project implementation; report and budget preparation; communication with the U.S. Department of Housing and Urban Development (HUD); management of personnel; and review of environmental documents. Components of the HRO Program include the Enhanced Senior Home Repair Program, the Senior Home Repair Program, the Agricultural Housing Programs, and the Home Rehabilitation Program.

Managed the County of Riverside's Community Planning and Development (CPD) program, including: application review; project implementation; report and budget preparation; communication with HUD; coordination of HUD audit cooperation and responses; management of personnel; and preparation and review of environmental documents. Components of the CPD Program include the Community Development Block Grant (CDBG) program, the HOME Improvement Partnerships Act (HOME) program, and the Emergency Shelter Grant (ESG) program.

Managed EDA's Real Property division, including: management of personnel; negotiation of real property agreements, including purchase agreements regarding the acquisition of sites for various types of public facilities (e.g. sheriff's stations, libraries); and negotiation of lease agreements regarding County-owned lands at French Valley Airport, Hemet-Ryan Airport, and Jacqueline Cochran Regional (Thermal) Airport.

**8/91-1/99: Associate Project Development Specialist/Environmental Specialist
Krieger & Stewart, Incorporated**

Assembled, coordinated, and supervised Project Teams and Work Groups in the development of projects related to the redevelopment and/or economic development of various Riverside County communities, including Cabazon, Rubidoux, and Mira Loma. Prepared, processed, and administered loan and grant applications to various federal and state agencies, including the U.S. Economic Development Administration, the U.S. Environmental Protection Agency, the Federal Emergency Management Agency, the California Department of Water Resources, and the California Department of Health Services. Participated in bond issues, including preparation of Official Statements. Administration of various planning and public works projects, including monitoring of project budgets and determination of probable economic impacts. Developed and presented recommendations regarding proposed projects, with presentations made to both legislative bodies (such as City Councils and Special District Boards of Directors) and administrative staff (such as General Managers and Department Directors).

Established and maintained close working relationships with funding and regulatory agencies at the federal, state, and local levels. Researched for and prepared environmental documents pursuant to the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA); documents prepared have included Environmental Impact Reports, Environmental Assessments, Initial Studies, Negative Declarations, Findings of No Significant Impact, and Mitigation Monitoring Programs. Compilation of project statistical data and comparison with previously established program goals. Prepared, negotiated, administered, and monitored contracts and agreements regarding the development and construction of various projects, particularly public works improvements. Preparation of Statements of Qualifications, Proposals, brochures, and other public relations documents. Trained and evaluated staff and sub-consultants at various levels.

Special Skills:

Through my education and work experience, I have developed a clear understanding of the critical elements involved in departmental and fiscal management, with a particular emphasis on qualities of leadership. As a

result of a number of special assignments, I have developed the ability to negotiate complex agreements with various types of organizations, including industry working groups and employee organizations. I have repeatedly demonstrated an ability to assemble strong management teams, and have converted multiple organizations that were on the verge of failure into entities that not only survive, but thrive. I have also developed strong written and verbal communication skills, with a particular ability to prepare well-organized and concise documents, such as board submittals, staff reports, policy statements, legislative platform items, funding applications, and agreements. In addition, I have routinely assembled and lead multi-disciplinary project teams made up of engineers, architects, landscape architects, geologists, biologists, and archaeologists.

Education: University of California, Riverside
Bachelor of Arts, History, 1989

California Baptist University
Master of Arts, Leadership and Organizational Studies, 2014

University of California, Riverside
Extension Certificate in Land Use and Environmental Planning, 1998

University of California, Riverside
Extension Certificate in Economic Development Management, 1998

Other

Affiliations: Board Member, Inland Empire Community Foundation

Board Member/Executive Committee Member, March Field Air Museum

Member, Advisory Council, Center for Economic Development and Innovation, University of California, Riverside

Board Member and Past Chair, Dean's Advisory Council, UCR Business School, University of California, Riverside

Board Member and Past Chair, University of California, Riverside Athletics Association

Honorary Commander, 452nd Air Mobility Wing, March Air Reserve Base

Committee Member, Military Affairs Committee, Greater Riverside Chambers of Commerce

Founding Member, March Field Foundation

References*:

Karen Spiegel, 2nd District Supervisor
County of Riverside

John F. Tavaglione, 2nd District Supervisor (Retired)
County of Riverside

Tiffany North, County Counsel
County of Ventura

Marion Ashley, 5th District Supervisor (Retired)
County of Riverside

Darren Goodman, Chief of Police
City of San Bernardino

Ron Loveridge, Mayor (Retired)
City of Riverside

Peter Aldana, County Assessor-Clerk-Recorder
County of Riverside

*Contact information available upon request

ABOUT ME

Ethical, Adaptable, Collaborative,
Respectful, Creative, Honest,
Empathetic, Enthusiastic, Strategic,
Proactive Problem Solver, Skilled
Communicator

BEVERLI A. MARSHALL

DEAR MR. HALL,

I am excited to offer my resume for your consideration as the next General Manager for the Incline Village General Improvement District. I have 25 years of experience working for local government agencies of diverse sizes and complexities. This experience spans the breadth of government services, including finance, human resources, public works, utilities, housing, parks, recreation, and library. I am also familiar with working with mountain and resort communities.

With 20 years of experience at the executive and senior management level in public agencies, 13 years in the water industry, I have a proven record of success in implementing policies and programs to meet strategic goals and objectives. Here is a brief list of my career highlights.

- ✓ ICMA Credentialed Manager
- ✓ Certified Special District Manager
- ✓ Developed and managed award-winning operating and CIP budgets
- ✓ Negotiated \$71 million low-interest green energy infrastructure loan to upgrade wastewater plant to move toward recycled water
- ✓ Facilitated strategic plan process to establish goals and objectives
- ✓ Successfully negotiated labor contracts while maintaining positive working relationships with union representatives
- ✓ Formed a regional apprenticeship program in collaboration with community colleges, public agencies, and a private company
- ✓ Implemented multiple software conversions to improve operational efficiency and transparency
- ✓ Developed rapport with diverse internal and external stakeholders
- ✓ Created, obtained grant funding, and managed social services program for low-income public housing residents
- ✓ Presented at professional conferences on a variety of topics

I thrive in a dynamic and challenging environment and excel at organizational development, strategic planning, and policy development. I am committed to government transparency and community engagement. I also believe in empowering employees by creating a culture focused on learning and growth.

My education, experience, and skills make me the best candidate for General Manager for the Incline Village General Improvement District. I look forward to speaking with you about this position. Thank you for your consideration.

Respectfully,

Beverli A. Marshall

Beverli A. Marshall, ICMA-CM

Bob Hall
Bob Hall & Associates

BEVERLI A. MARSHALL

RESPECTFUL | EMPATHETIC | COLLABORATIVE | CREATIVE | OPTIMISTIC | ETHICAL

Energetic, proactive executive with broad experience in city, special district, and other local government management and administration. Approachable self-starter with an established reputation for collaboration and communication with local and regional agencies. Proven track record of serving community needs through local services and client-focused programs. Demonstrated success inspiring, motivating, and coaching all-star staff.

CORE COMPETENCIES

- * Organizational Development
- * Strategic Planning
- * Budget & Finances
- * Change Management
- * Communications & Public Relations
- * Labor Relations

PROFESSIONAL EXPERIENCE

City of Glenwood Springs

March 2023 – August 2023

CITY MANAGER

Glenwood Springs, CO

Chief Executive Officer (CEO) for the city, accountable for all operational, fiscal, and business functions related to municipal government with a fiscal year operating appropriation of **\$65M**, CIP project budget of **\$30M**, **200 employees**, and serving a community of **10,000 residents**. Develop and implement policies, programs, and procedures to drive regulations, policies, and ethical standards.

Valley Sanitary District

June 2019 – March 2023

GENERAL MANAGER

Indio, CA

Chief Executive Officer (CEO) for the district, accountable for all operational, fiscal, and business functions related to wastewater facilities with an operating revenue of **\$18M**, CIP budget of **\$35M**, **36 employees**, and serving a community of **84,000 residents**. Lead and facilitated improvements to comply with regulatory requirements in environmentally sensitive areas. Developed and implemented policies and procedures to drive regulations, policies, and ethical standards.

- Implemented **Strategic Plan** and **5-Year Sewer Use Rate Plan** to achieve the Board's vision and goals.
- Established district-wide **Diversity, Equity, and Inclusion Committee** to support a workplace culture that embraces diverse people and opinions.
- Collaborated with other government agencies, community colleges, and non-profit agencies to develop the **Desert Region Water Apprenticeship Program** to address industry-wide talent succession.
- Resurrected the direct aquifer recharge **Recycled Water Project** and secured funds for planning and design.
- Developed and implemented **Succession and Staffing Plan** creating a culture of learning to train, mentor, and prepare the next generation of supervisors and managers.

Sewer Authority Mid-Coastside

December 2015 – June 2019

GENERAL MANAGER

Half Moon, CA

Chief Executive Officer (CEO) for the joint powers authority, accountable for all operational and business functions related to wastewater with an operating budget of **\$8M** and **14 employees** serving a community of **28,000 residents**.

Lead and facilitated improvements to comply with regulatory requirements in environmentally sensitive area.

- Reduced Sanitary Sewer Overflows (SSOs) to **zero in a twelve-month period**, achieving regional objectives.
- Facilitated and implemented **Strategic Plan**, staffing plan, **5-year infrastructure plan**, and **20-year CIP**, allowing the Board to focus on long-term issues and funding opportunities.
- Awarded **Excellence in Budgeting** from California Society of Municipal Finance Officers.
- Created Coastside OneH2O coalition with **10 local public agencies** to leverage water quality outreach resources.
- Implemented new financial software, achieving **efficiency** for staff and **transparency** to the public.

West County Wastewater District

August 2009 – December 2015

BUSINESS SERVICES MANAGER

Richmond, CA

Chief Administrative Officer (CAO), responsible for fiscal and business functions at an agency with an operating budget of **\$17M** and **\$33M CIP budget**, managing **11 employees**, and serving a population of **100,000 residents**.

Directed staff involved with financial and administrative responsibilities. Served as chief labor negotiator for all represented and unrepresented units. Developed and implemented policies, programs, and procedures to comply with applicable statutes, regulations, policies, and ethical standards.

City of Orinda

September 2007 – August 2009

DIRECTOR OF ADMINISTRATIVE SERVICES

Orinda, CA

Chief Administrative Officer (CAO) with responsibility for fiscal, administrative, and employee relations functions with a combined **\$13M** operating and capital budget, managing **6 employees**, and serving a community of **20,000 residents**. Developed and executed policies, programs, and procedures to comply with statutes, regulations, and policies.

City of Berkeley

July 2003 – September 2007

VARIOUS POSITIONS

Berkeley, CA

Finance Manager of the Berkeley Public Library – a separate agency defined in the City's charter, with a **\$14M** budget serving **113,000 residents**. Oversaw administrative, fiscal, and employee relations functions.

Chief Executive Officer (CEO) of the Berkeley Housing Authority – a separate agency defined in the City's charter, with responsibility over **75 units** public housing and **2,100 vouchers**, and an operating budget of **\$25M**.

Senior Management Analyst of the Parks, Recreation & Waterfront department – managed **\$20M** operating and CIP budget, **\$10M** Boating & Waterways loan, and **\$12M** Parks Tax Fund. Oversaw department administrative, fiscal, and employee relations functions as well as contracts for services, supplies, and capital projects.

San Francisco Housing Authority

July 2001 – February 2003

DIRECTOR OF HOUSING

San Francisco, CA

Chief Operating Officer (COO) managing all operational functions for **6,500** public and mixed-finance units with **77**

employees.

CIVIC LEADERSHIP EXPERIENCE

- Indio Sunrise Rotary Club – President (2021 – 2022)
- Woman's Club of Indio – Parliamentarian (2021 – 2022)
- California Special Districts Association, various committees (2013 – current)
- Mt. View Sanitary District, Board of Directors – Director (2014 – 2015)
- Girl Scouts of America – Troop Leader and Sales Coordinator (2004 – 2011)

EDUCATION & CERTIFICATION

DOCTOR OF BUSINESS ADMINISTRATION (DBA) – *Business Administration*

Alliant International University

San Diego, CA

MASTER OF PUBLIC ADMINISTRATION (MPA) – *Public Management*

University of Alaska

Anchorage, AK

BACHELOR OF ARTS (BA) – *Sociology*

California State University

Bakersfield, CA

Individualized Study Program

University of Redlands, Johnston Center for Integrative Studies

Redlands, CA

Credentialed Manager

International City/County Management Association

Certified Special District Manager

Special District Leadership Foundation

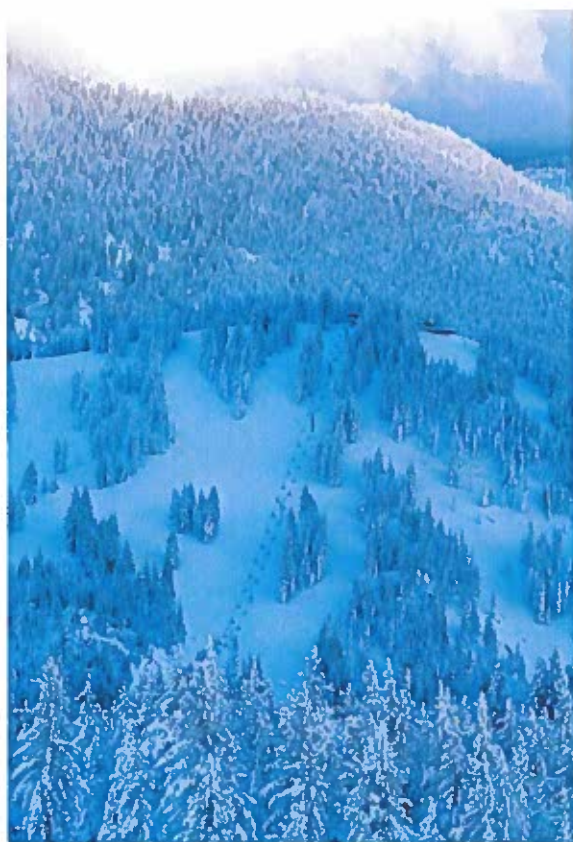
Recognition in Special District Governance

Special District Leadership Foundation



INCLINE VILLAGE

GENERAL IMPROVEMENT DISTRICT



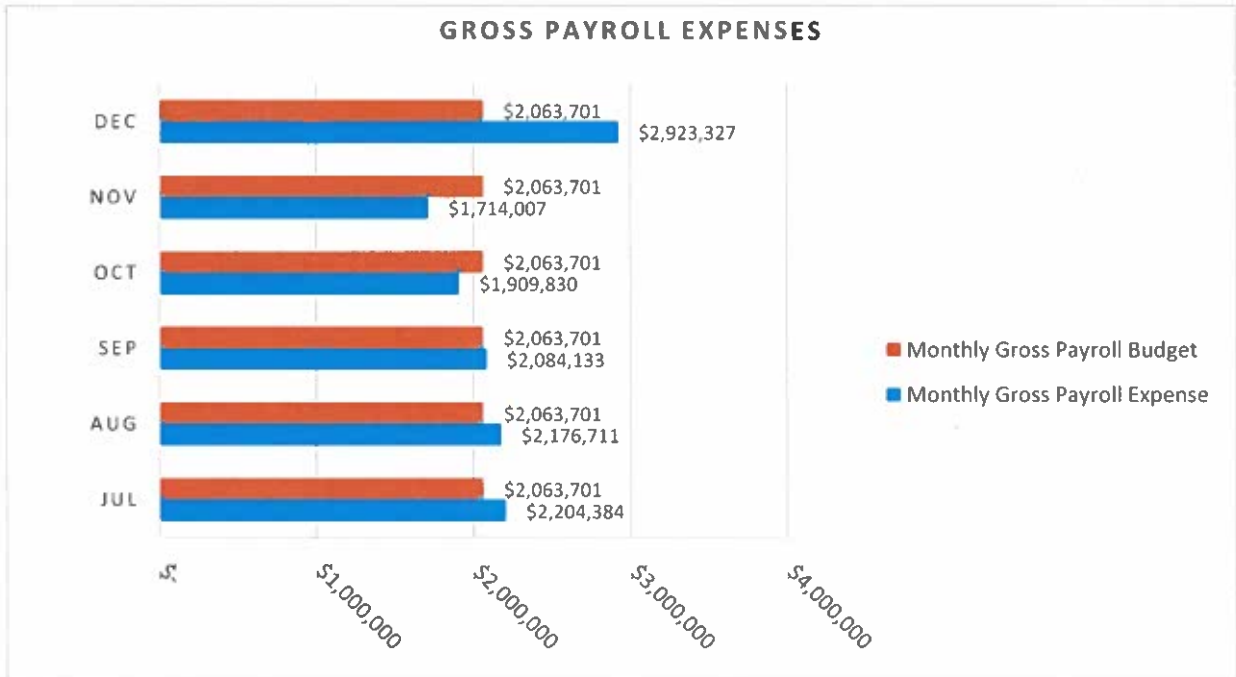
IN THIS REPORT

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YTD Expenses	3
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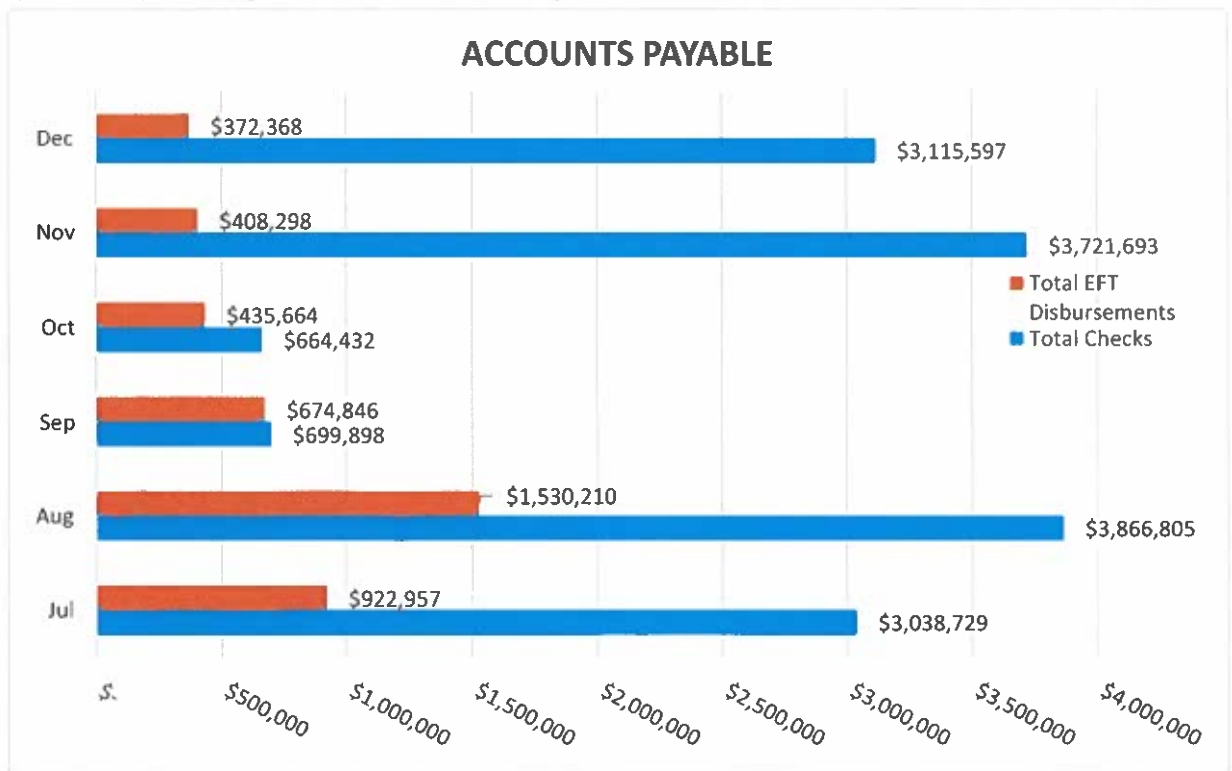
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Monthly Expenses

December 2023



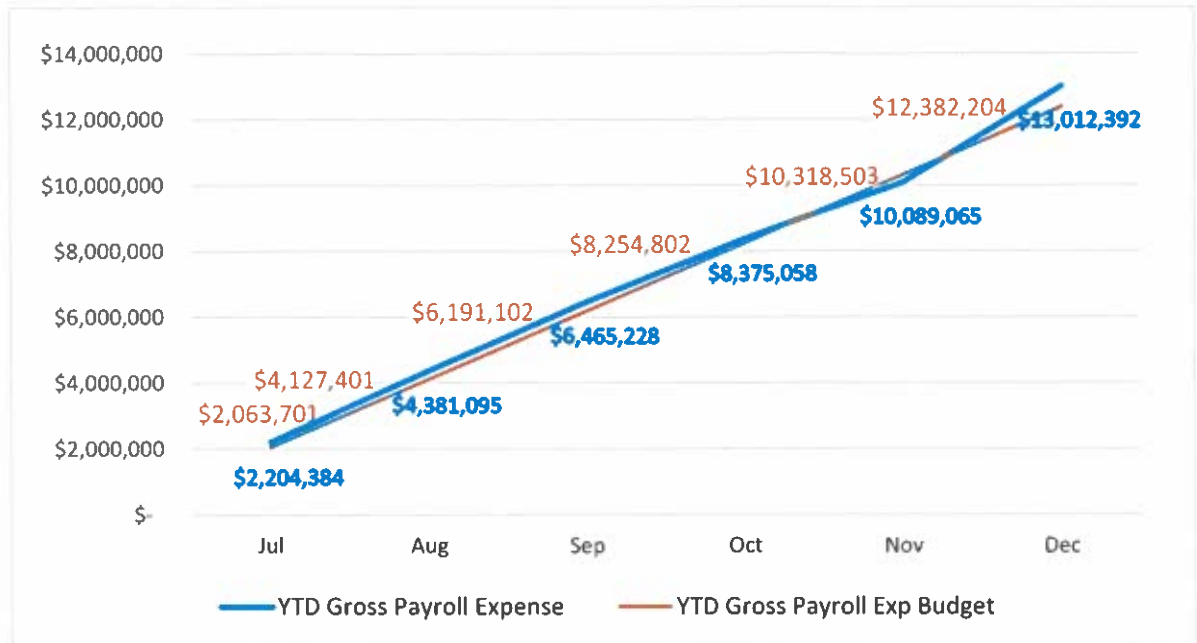
Monthly Gross Payroll Budget amount is annual budget divided by 12



Total December Gross Payroll Expenses	\$	2,923,327
Total December AP EFT Disbursements		372,368
Total December AP Checks		3,115,597
Total December Payroll and Accounts Payable	\$	6,411,292
See Appendix B for Detail		

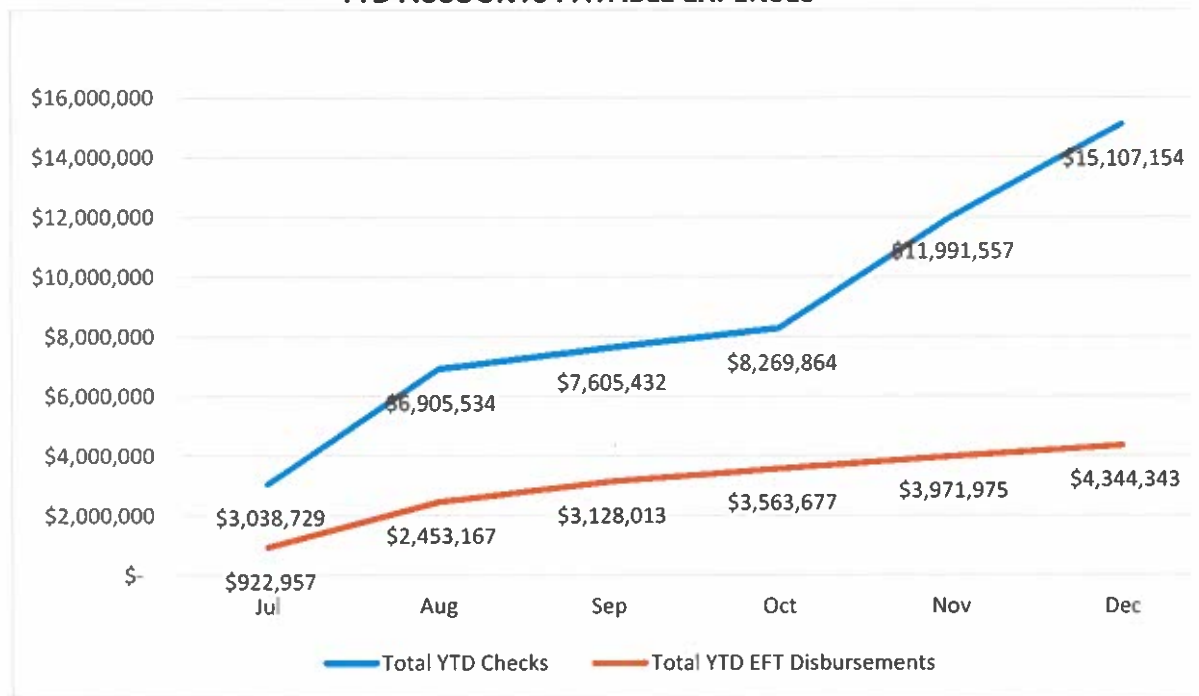
**NOTE: Financial records are not yet closed for the months of July - Dec., 2023
Reports are subject to change as additional information is available and updated.**

YTD GROSS PAYROLL EXPENSES



YTD Gross Payroll Exp Budget amount is annual budget divided by 12 times 6 (6 months July - December)

YTD ACCOUNTS PAYABLE EXPENSES



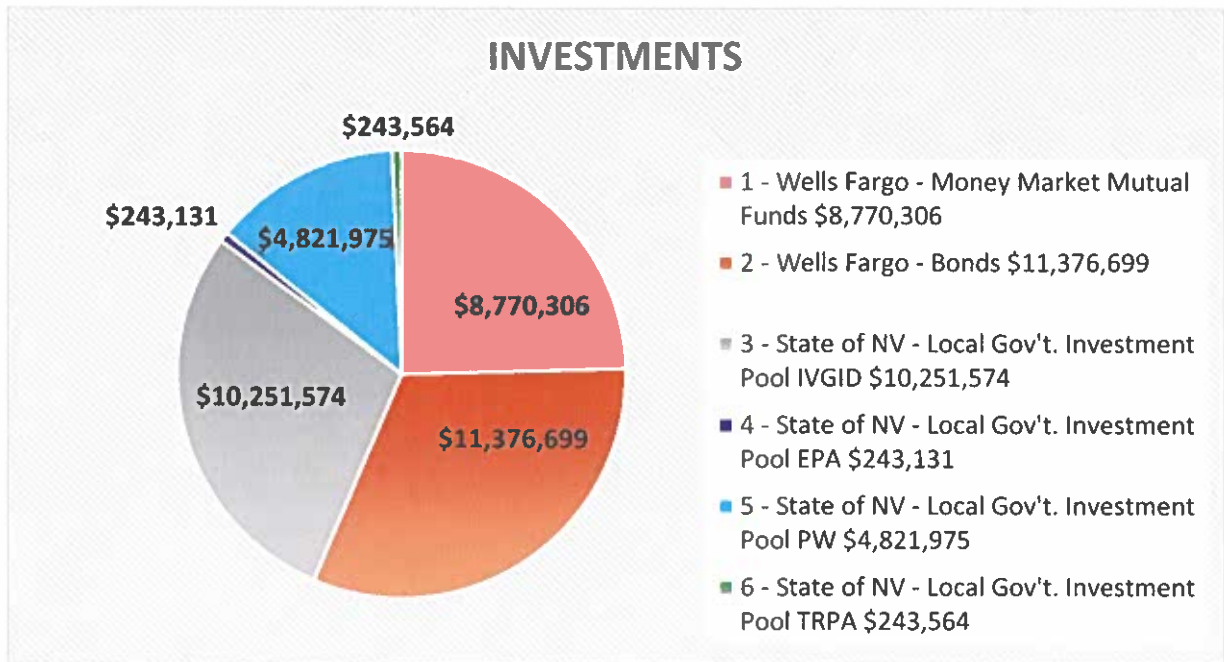
Total YTD Gross Payroll Expenses	\$	13,012,392
Total YTD AP Checks		15,107,154
Total YTD AP EFT Disbursements		4,344,343
Total YTD Payroll and Accounts Payable	\$	32,463,889

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

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Investments

December 2023



Total Market Value of Investments:	\$	35,707,249
Total Monthly Change in Value of Investments:	\$	198,792

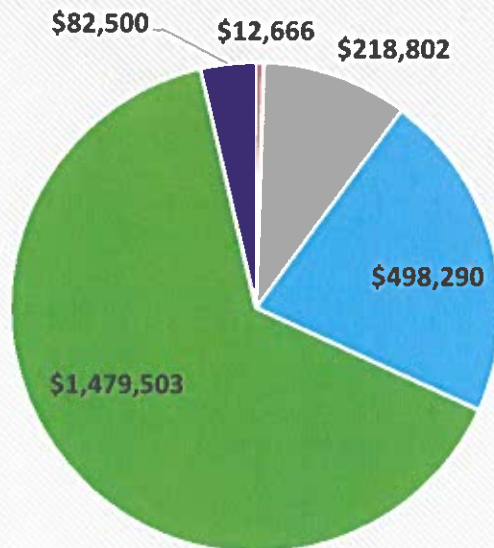
Wells Fargo Bank, NA	Balance	Net Monthly Dividends
Operating Checking	\$ 9,842,072	\$ 43,955
Portion owed to Vets Club	29,457	\$ -
Portion owed to TWSA	253,829	\$ -
Total Wells Fargo Operating Account	10,125,358	\$ 43,955
Flexible Spending Account	1,143	\$ -
Payroll Account (this is a sweep account)	-	\$ -
St. Mary's Health Reimbursement Account	4,169	\$ -
Totals	\$ 10,130,670	\$ 43,955

Total Earnings and Change in Market Value:	\$	198,792
Total Monthly Dividends		43,955
Total Monthly Change in Value and Dividends	\$	242,747

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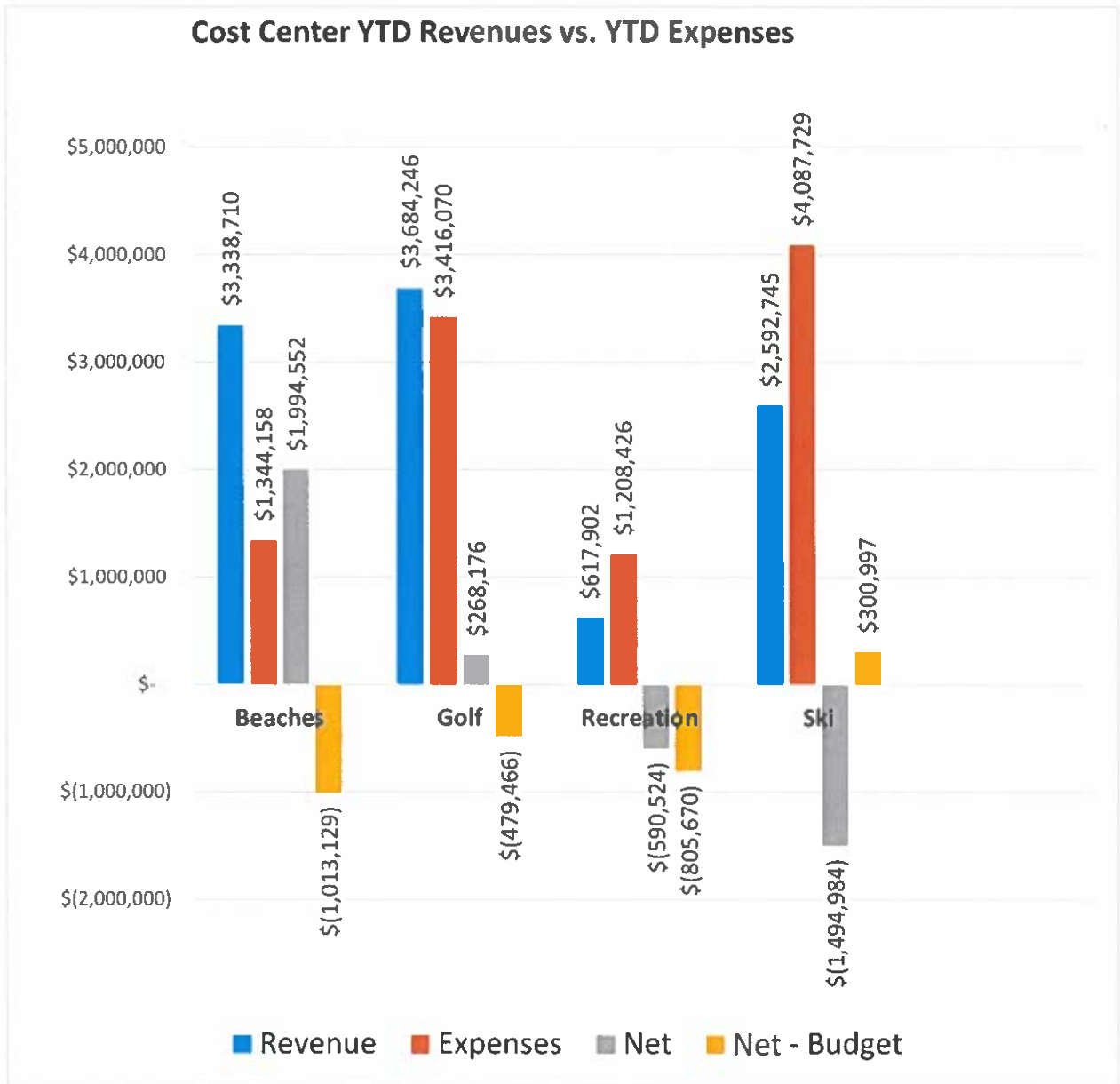
DEBT SERVICE



- Capital Equipment - Installment Purchase Agreement - PNC Equipment Finance, LLC (Golf Carts) \$12,666
- State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$218,802
- State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$498,290
- State of NV - State Water Pollution Revolving Fund (Drinking Water) - DW1201 \$1,479,503
- State of NV - Clean Water State Revolving Fund Loan Contracts CW2303 and CW2304 (Effluent Pipeline) \$82,500

Debt Service	Maturity Date	Outstanding Debt	Monthly Interest Expense	Next Debt Payment Date	Next Debt Payment Amount
Capital Equipment - Installment Purchase Agreement - PNC Equipment Finance, LLC (Golf Carts) \$12,666	6/30/2024	\$ 12,666	\$ 156	1/1/2024	\$ 2,533
State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$218,802	7/1/2025	\$ 218,802	\$ 562	1/1/2024	\$ 56,824
State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$498,290	1/1/2026	\$ 498,290	\$ 1,132	1/1/2024	\$ 103,768
State of NV - State Water Pollution Revolving Fund (Drinking Water) -DW1201 \$1,479,503	1/1/2032	\$ 1,479,503	\$ 2,947	1/1/2024	\$ 96,686
State of NV - Clean Water State Revolving Fund Loan Contracts CW2303 and CW2304 (Effluent Pipeline) \$82,500	4/11/2053	\$ 82,500	TBD	TBD	TBD
TOTALS		\$ 2,291,761			

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



Cost Center	YTD Revenues	YTD Expenses	Net	YTD Net Annualized Budget
Beaches	\$ 3,338,710	\$ 1,344,158	\$ 1,994,552	\$ (1,013,129)
Golf	\$ 3,684,246	\$ 3,416,070	\$ 268,176	\$ (479,466)
Recreation	\$ 617,902	\$ 1,208,426	\$ (590,524)	\$ (805,670)
Ski	\$ 2,592,745	\$ 4,087,729	\$ (1,494,984)	\$ 300,997
TOTALS	\$ 10,233,603	\$ 10,056,383	\$ 177,220	\$ (1,997,268)

YTD Net Annualized Budget amount is annual budget divided by 12 times 6 (6 months July - December)

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

APPENDIX A
Disbursements greater than \$50,000

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

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

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8193	12/01/2023	EFT	Brycon Corporation	\$ 354,811.88
11821283	12/22/2023	PRINTED	Granite Construction Co	\$ 1,751,090.64
11821341	12/22/2023	PRINTED	Western Nevada Supply	\$ 344,981.82
11821370	12/28/2023	PRINTED	NV Energy	\$ 267,380.81
11821338	12/22/2023	PRINTED	Tahoe Workz Snow Removal Services	\$ 64,708.00
11821306	12/22/2023	PRINTED	North Lake Tahoe Fire Protection District	\$ 62,974.47
11821219	12/20/2023	PRINTED	BBK-Best Best & Krieger LLP	\$ 55,834.72

APPENDIX B

Check Register

DECEMBER, 2023 - CHECK REGISTER

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

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8190	12/01/2023	EFT	Airgas Inc	\$ 690.33
8191	12/01/2023	EFT	Airgas National Carbonation	334.02
8192	12/01/2023	EFT	Alta Vista Janitorial	8,905.00
8193	12/01/2023	EFT	Brycon Corporation	354,811.88
8194	12/01/2023	EFT	EXL Media	6,250.84
8195	12/01/2023	EFT	Halo Branded Solutions, INC	703.29
8196	12/01/2023	EFT	Harvey Johnson	372.40
8197	12/01/2023	EFT	Richard Allen	300.00
11821216	12/20/2023	PRINTED	A-#1 Chemical, Inc	204.57
11821358	12/28/2023	PRINTED	AES of Nevada (Alcohol Ed Services), LLC	80.00
11821217	12/20/2023	PRINTED	American Red Cross	56.00
11821359	12/28/2023	PRINTED	American Red Cross	56.00
11821206	12/07/2023	PRINTED	AT&T	6,968.74
11821268	12/22/2023	PRINTED	AT&T (U-Verse)	138.55
78215	12/07/2023	PRINTED	Automationdirect.com	361.00
11821218	12/20/2023	PRINTED	Badger Meter, Inc.	133.77
78247	12/08/2023	PRINTED	Baker Tilly US, LLP	28,933.75
78216	12/07/2023	PRINTED	BBK-Best Best & Krieger LLP	12,744.00
11821219	12/20/2023	PRINTED	BBK-Best Best & Krieger LLP	55,834.72
78248	12/08/2023	PRINTED	Black Eagle Consulting, Inc.	12,400.00
11821360	12/28/2023	PRINTED	Brad Doran	71.00
11821343	12/26/2023	PRINTED	Brooke Wyrd	500.00
78249	12/08/2023	PRINTED	Bryan Kambitsch	259.00
78217	12/07/2023	PRINTED	CA State Disbursement Unit	319.38
11821361	12/28/2023	PRINTED	CA State Disbursement Unit	319.38
11821269	12/22/2023	PRINTED	C-A-L Stores Companies Inc DBA C-A-L Ranch Stores	279.94
11821270	12/22/2023	PRINTED	Cal-Line Equipment, INC	160.28
78250	12/08/2023	PRINTED	Century Glass, Inc	6,318.36
78218	12/07/2023	PRINTED	Charter Communications Holdings,LLC	77.64
78260	12/12/2023	PRINTED	Charter Communications Holdings,LLC	149.98
11821271	12/22/2023	PRINTED	Charter Communications Holdings,LLC	263.56
11821345	12/26/2023	PRINTED	Christopher J Beresford DBA Dang Shades LLC	2,662.36
78219	12/07/2023	PRINTED	Cinderlite Trucking Corp	1,385.27
11821220	12/20/2023	PRINTED	Cinderlite Trucking Corp	2,855.69
11821272	12/22/2023	PRINTED	Cinderlite Trucking Corp	16,907.00
11821362	12/28/2023	PRINTED	Cinderlite Trucking Corp	138.75
11821363	12/28/2023	PRINTED	Cislo & Thomas LLP	12,337.00
11821273	12/22/2023	PRINTED	Clean Earth Environmental Solutions, Inc	19,248.08
78251	12/08/2023	PRINTED	Comstock Seed	378.22
11821274	12/22/2023	PRINTED	Creative Coverings	168.00
11821221	12/20/2023	PRINTED	Data West, A Div of Harris Systems USA	14,327.31
78220	12/07/2023	PRINTED	DirecTV, Inc.	206.46
11821275	12/22/2023	PRINTED	DirecTV, Inc.	1,197.61
11821364	12/28/2023	PRINTED	DirecTV, Inc.	206.46
78221	12/07/2023	PRINTED	Ecolab Pest Elimination	128.53
11821222	12/20/2023	PRINTED	Ecolab Pest Elimination	507.23
11821365	12/28/2023	PRINTED	Emerson Bearing	146.37

11821276	12/22/2023	PRINTED	Environmental Inspections & Construction Inc	695.00
78222	12/07/2023	PRINTED	Etcheberry Construction, LLC	19,040.00
11821277	12/22/2023	PRINTED	Evan Carsman	245.89
11821278	12/22/2023	PRINTED	Ewing Irrigation Products	217.60
11821279	12/22/2023	PRINTED	ExerPlay, Inc	31,000.00
78223	12/07/2023	PRINTED	F.W. Carson Co.	131.00
11821280	12/22/2023	PRINTED	F.W. Carson Co.	520.00
78224	12/07/2023	PRINTED	Flag Store Inc, The	431.00
11821281	12/22/2023	PRINTED	Flyers Energy LLC	14,111.36
78225	12/07/2023	PRINTED	Grainger, Inc.	120.30
78252	12/08/2023	PRINTED	Grainger, Inc.	324.81
11821223	12/20/2023	PRINTED	Grainger, Inc.	2,188.88
11821282	12/22/2023	PRINTED	Grainger, Inc.	7,941.51
11821346	12/26/2023	PRINTED	Grainger, Inc.	792.48
11821283	12/22/2023	PRINTED	Granite Construction Co	1,751,090.64
8215	12/07/2023	PRINTED	GrassRoots Turf Supply LLC	3,635.50
78226	12/07/2023	PRINTED	Hach Co.	2,876.00
11821224	12/20/2023	PRINTED	Hach Co.	7,028.00
11821284	12/22/2023	PRINTED	Hach Co.	1,673.00
11821285	12/22/2023	PRINTED	Heather Moore	134.00
11821286	12/22/2023	PRINTED	Hill Brothers Chemical Company	11,031.77
78227	12/07/2023	PRINTED	Integrity Pest Management, LLC	3,800.00
78228	12/07/2023	PRINTED	J&R Sign Company LLC	589.85
11821287	12/22/2023	PRINTED	James Pedersen	218.12
11821288	12/22/2023	PRINTED	Jason Patterson	40.00
78229	12/07/2023	PRINTED	Jazmine Stier	32.49
11821289	12/22/2023	PRINTED	Jon Jacobson	230.00
78230	12/07/2023	PRINTED	Joseph Thompson	1,098.43
11821290	12/22/2023	PRINTED	Joseph Thompson	134.00
11821348	12/26/2023	PRINTED	K. G. Walters Construction Co	3,041.98
11821225	12/20/2023	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	264.40
11821349	12/26/2023	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	5,552.47
8216	12/07/2023	PRINTED	Kristen Ferrall	1,000.00
78231	12/07/2023	PRINTED	Lee Joseph, Inc.	275.00
11821226	12/20/2023	PRINTED	Lee Joseph, Inc.	1,523.35
11821226	12/20/2023	PRINTED	Lee Joseph, Inc.	1,523.35
11821291	12/22/2023	PRINTED	Lee Joseph, Inc.	1,453.75
11821227	12/20/2023	PRINTED	Liberty Mountain Sports, LLC	118.18
78253	12/08/2023	PRINTED	Marker Volkl USA, Inc	431.52
11821293	12/22/2023	PRINTED	Marker Volkl USA, Inc	923.28
78232	12/07/2023	PRINTED	McMaster-Carr Supply Co.	57.99
11821228	12/20/2023	PRINTED	McMaster-Carr Supply Co.	264.36
11821294	12/22/2023	PRINTED	Michael Hohl Motor Company	59.48
11821295	12/22/2023	PRINTED	MidwestMotor Supply Co, DBA Kimball Midwest	849.63
11821296	12/22/2023	PRINTED	MIKE LEE BANDELIN	194.32
11821297	12/22/2023	PRINTED	MOR Electric Heating Associates Inc	954.92
11821298	12/22/2023	PRINTED	Mountain Hardware and Sports Incline Village, INC	4,691.60
11821229	12/20/2023	PRINTED	Mountain Uniform Co.	7,001.50
11821299	12/22/2023	PRINTED	Mountain Uniform Co.	498.00
11821300	12/22/2023	PRINTED	Mr. Copy	373.00
11821301	12/22/2023	PRINTED	MSC Industrial Supply Co.	1,355.51
11821302	12/22/2023	PRINTED	Napa Sierra Nevada , Inc	3,121.45

11821303	12/22/2023	PRINTED	National Sports Apparel	1,982.00
11821304	12/22/2023	PRINTED	NCGA	2,214.00
78261	12/12/2023	PRINTED	Nevada Division of State Lands	983.00
11821305	12/22/2023	PRINTED	Nevada Power Products	52.22
78233	12/07/2023	PRINTED	Nevada Public Agency Insurance Pool	837.00
11821367	12/28/2023	PRINTED	Nevada Public Agency Insurance Pool	5,000.00
11821368	12/28/2023	PRINTED	Nevada Public Agency Insurance Pool	680.00
11821230	12/20/2023	PRINTED	Nevada Rural Water Assoc.	1,440.00
11821306	12/22/2023	PRINTED	North Lake Tahoe Fire Protection District	62,974.47
11821307	12/22/2023	PRINTED	North Tahoe PUD	2,254.26
11821308	12/22/2023	PRINTED	Northern Nevada Public Health	875.00
11821309	12/22/2023	PRINTED	Northern Nevada Public Health	532.00
11821310	12/22/2023	PRINTED	Northern Nevada Public Health	532.00
11821311	12/22/2023	PRINTED	Northern Nevada Public Health	532.00
11821312	12/22/2023	PRINTED	Northern Nevada Public Health	400.00
11821313	12/22/2023	PRINTED	Nutrien AG Solutions INC	1,890.00
11821369	12/28/2023	PRINTED	Nutrien AG Solutions INC	3,550.00
11821370	12/28/2023	PRINTED	NV Energy	267,380.81
11821315	12/22/2023	PRINTED	Office Depot	290.76
11821232	12/20/2023	PRINTED	Olin Finance Company LLC	1,431.74
11821316	12/22/2023	PRINTED	Olin Finance Company LLC	13,160.78
11821231	12/20/2023	PRINTED	O'Reilly Automotive Stores, Inc	150.32
11821314	12/22/2023	PRINTED	O'Reilly Automotive Stores, Inc	221.22
11821317	12/22/2023	PRINTED	Owen Equipment Co.	218.60
11821233	12/20/2023	PRINTED	Pape Machinery	92.47
11821318	12/22/2023	PRINTED	Pape Machinery	18.04
11821319	12/22/2023	PRINTED	Par West Turf Services, INC	8,530.80
78234	12/07/2023	PRINTED	Paul Raymore	323.31
78254	12/08/2023	PRINTED	PDM Steel Service Centers, Inc	169.80
11821321	12/22/2023	PRINTED	Petty Cash - PW	205.71
78255	12/08/2023	PRINTED	R & R Products	216.80
78256	12/08/2023	PRINTED	Rainbow Printing & Office Supplies, Inc.	434.70
11821234	12/20/2023	PRINTED	Rainbow Printing & Office Supplies, Inc.	404.74
11821322	12/22/2023	PRINTED	Rainbow Printing & Office Supplies, Inc.	153.71
11821372	12/28/2023	PRINTED	Rainbow Printing & Office Supplies, Inc.	1,294.87
78213	12/04/2023	PRINTED	Reno Disposal/DbA:Waste Management of Nevada	7,291.11
11821323	12/22/2023	PRINTED	Reno Forklift, Inc.	35.96
11821373	12/28/2023	PRINTED	Reno Forklift, Inc.	1,103.61
8217	12/07/2023	PRINTED	Reno Paint Mart, Inc.	3,358.95
78235	12/07/2023	PRINTED	Reno Paint Mart, Inc.	44.87
78257	12/08/2023	PRINTED	Reno Paint Mart, Inc.	2,224.34
11821324	12/22/2023	PRINTED	Reno Paint Mart, Inc.	43.46
11821325	12/22/2023	PRINTED	Reno Tahoe Geo Associates, Inc	754.25
11821326	12/22/2023	PRINTED	Reno-Tahoe Airport Authority	48.00
11821327	12/22/2023	PRINTED	Resco/Cresco Restaurant Supply	1,301.16
11821328	12/22/2023	PRINTED	Robert Olsen	50.00
11821329	12/22/2023	PRINTED	Roessel Heidi	22.53
11821330	12/22/2023	PRINTED	Scott USA	9,201.48
11821350	12/26/2023	PRINTED	Sherman & Howard, LLC	35,000.00
11821331	12/22/2023	PRINTED	SHI International Corp.	2,978.46
8218	12/07/2023	PRINTED	Shred-IT USA	72.00
78236	12/07/2023	PRINTED	Shred-IT USA	42.36

11821332	12/22/2023	PRINTED	Shred-IT USA	144.00
78258	12/08/2023	PRINTED	Sierra Gold Seafood, Inc.	247.50
11821235	12/20/2023	PRINTED	Sierra Mountain Pipe & Supply	9.22
11821333	12/22/2023	PRINTED	Sierra Mountain Pipe & Supply	568.18
78237	12/07/2023	PRINTED	Sierra Pacific Turf Supply, Inc.	473.58
11821334	12/22/2023	PRINTED	Sierra Pacific Turf Supply, Inc.	5,686.00
11821351	12/26/2023	PRINTED	Sierra Pacific Turf Supply, Inc.	379.68
11821335	12/22/2023	PRINTED	Silver State Law LLC	112.50
11821336	12/22/2023	PRINTED	SilverBlu Media LLC DBA SilverBlu Signs & Media	2,665.00
11821352	12/26/2023	PRINTED	SilverBlu Media LLC DBA SilverBlu Signs & Media	980.00
78238	12/07/2023	PRINTED	Simplot Partners	2,579.90
11821337	12/22/2023	PRINTED	Simplot Partners	2,325.00
11821236	12/20/2023	PRINTED	Smith & LoveLess, Inc	977.42
11821353	12/26/2023	PRINTED	Snap-on Industrial	2,429.14
78239	12/07/2023	PRINTED	Snow Machines, Inc (SMI)	338.69
78240	12/07/2023	PRINTED	Soil Horizons, Inc.	1,870.00
78241	12/07/2023	PRINTED	State Coll & Disb Unit-SCADU	1,064.95
11821374	12/28/2023	PRINTED	State Coll & Disb Unit-SCADU	1,131.11
11821354	12/26/2023	PRINTED	Steve Gibbs	50.00
11821355	12/26/2023	PRINTED	Tahoe Heartbeat	2,625.00
11821338	12/22/2023	PRINTED	Tahoe Workz Snow Removal Services	64,708.00
11821375	12/28/2023	PRINTED	The Graphics Factory	253.00
78242	12/07/2023	PRINTED	Tiffany Strangio	337.33
11821339	12/22/2023	PRINTED	Timothy Buxton	286.72
78243	12/07/2023	PRINTED	Turf Star, Inc.	49,900.00
11821237	12/20/2023	PRINTED	Turf Star, Inc.	2,874.75
78244	12/07/2023	PRINTED	USABluebook (Utility Supply of America)	209.98
78259	12/08/2023	PRINTED	USRelay Corp	999.00
78245	12/07/2023	PRINTED	VWR International LLC	1,384.34
11821238	12/20/2023	PRINTED	Washoe County	24.00
11821239	12/20/2023	PRINTED	Washoe County	24.00
11821240	12/20/2023	PRINTED	Washoe County	24.00
11821241	12/20/2023	PRINTED	Washoe County	24.00
11821242	12/20/2023	PRINTED	Washoe County	24.00
11821243	12/20/2023	PRINTED	Washoe County	24.00
11821244	12/20/2023	PRINTED	Washoe County	24.00
11821245	12/20/2023	PRINTED	Washoe County	24.00
11821246	12/20/2023	PRINTED	Washoe County	24.00
11821247	12/20/2023	PRINTED	Washoe County	24.00
11821248	12/20/2023	PRINTED	Washoe County	24.00
11821249	12/20/2023	PRINTED	Washoe County	24.00
11821250	12/20/2023	PRINTED	Washoe County	24.00
11821251	12/20/2023	PRINTED	Washoe County	24.00
11821252	12/20/2023	PRINTED	Washoe County	24.00
11821253	12/20/2023	PRINTED	Washoe County	24.00
11821254	12/20/2023	PRINTED	Washoe County	24.00
11821376	12/28/2023	PRINTED	Washoe County	200.00
11821377	12/28/2023	PRINTED	Washoe County	24.00
11821378	12/28/2023	PRINTED	Washoe County	24.00
11821379	12/28/2023	PRINTED	Washoe County	24.00
11821380	12/28/2023	PRINTED	Washoe County	24.00
11821381	12/28/2023	PRINTED	Washoe County	24.00

11821356	12/26/2023	PRINTED	Washoe County Community Services Dept	12,162.00
11821255	12/20/2023	PRINTED	Washoe County CSD	498.19
11821256	12/20/2023	PRINTED	Washoe County CSD	227.00
11821257	12/20/2023	PRINTED	Washoe County CSD	377.06
11821258	12/20/2023	PRINTED	Washoe County CSD	877.19
11821259	12/20/2023	PRINTED	Washoe County CSD	758.07
11821260	12/20/2023	PRINTED	Washoe County CSD	302.00
11821261	12/20/2023	PRINTED	Washoe County CSD	127.00
11821262	12/20/2023	PRINTED	Washoe County CSD	227.00
11821263	12/20/2023	PRINTED	Washoe County CSD	402.09
11821264	12/20/2023	PRINTED	Washoe County CSD	331.89
11821265	12/20/2023	PRINTED	Washoe County CSD	302.00
11821340	12/22/2023	PRINTED	West Coast Paving, Inc	14,779.70
8219	12/07/2023	PRINTED	Western Nevada Supply	33,609.04
11821266	12/20/2023	PRINTED	Western Nevada Supply	532.28
11821341	12/22/2023	PRINTED	Western Nevada Supply	344,981.82
11821357	12/26/2023	PRINTED	Western Nevada Supply	7,018.90
11821382	12/28/2023	PRINTED	Western Nevada Supply	6,395.52
11821342	12/22/2023	PRINTED	William Robbins	20.00
78214	12/04/2023	PRINTED	Wreaths Across America	2,000.00
				\$ 3,487,964.80

Total EFT	\$ 372,367.76
Total Printed	3,115,597.04
Total	\$ 3,487,964.80

APPENDIX C
Procurement Card Transactions

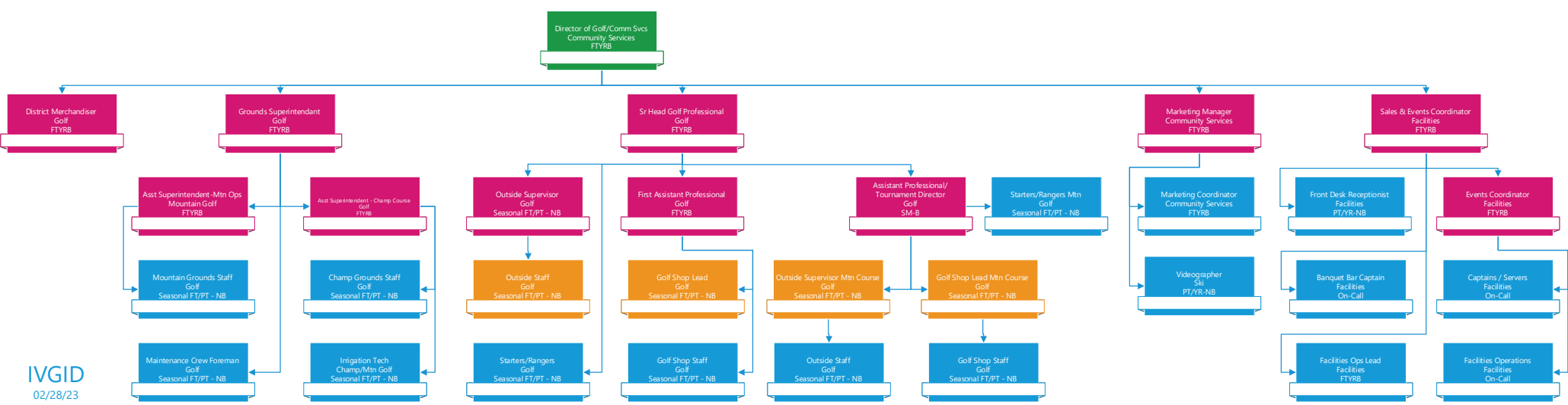
User Last Name	Amount	Merchant Name	Description
ALLEN	115.00	GOLF COURSE SUPERINTE	Yearly membership
ALLEN	853.92	MICHAELS RENO POWERSPORTS	Repair Parts
ALLEN	6.00	DMV-08	New vehicle Registration
ALLEN	759.24	SIMPLE TIRE	Repair Parts
BAHLMAN	139.43	SAMSLUB.COM	food merch
BAHLMAN	90.00	TST SUNSHINE DELI & CATE	cookies for dance recital
BAHLMAN	46.82	AMZN MKTP US 001K23HY3	cup lids operating
BAHLMAN	126.77	AMZN MKTP US D80HW20D3	janitorial
BAHLMAN	119.63	SPECTRUM	cable tv
BAHLMAN	48.00	AMAZON.COM 178TP3UQ3	food merch
BAHLMAN	149.80	AMZN MKTP US S3M18Y83	cups operating
BAHLMAN	226.28	SAMSLUB.COM	food merch
BAHLMAN	384.02	SPI DIRECT SERVICE	Cable TV Direct
BAHLMAN	32.03	SAMSLUB.COM	food merch
BAHLMAN	7.49	AMZN MKTP US V089Q8RC3	ball pump needles
BAHLMAN	654.94	WE COUNT PEOPLE	we count counter
BAHLMAN	139.98	AMZN MKTP US 5Y7D85283	foaming soap
BAHLMAN	132.50	AMAZON.COM FR5CW4733	group fitness equip.
BAHLMAN	19.95	AMZN MKTP US 9W3T09043	key to dispenser
BAHLMAN	360.90	AMZN MKTP US MP7HE7ZF3	pickleball nets
BARLOW	42.22	THE HOME DEPOT #8560	Manhole grout SPS 10
BARLOW	270.00	ASBESTOS TEM LABORATORIE	Lead testing for all Potable water reservoirs
BARLOW	1.25	WF4NVENVIROP SERVICE FEE	Service fee for renewal
BARLOW	50.00	NV ENVIRONMENTAL PROTECT	Water Treatment Renewal certification
BELOTE	203.58	MSFT E0100PXS7U	Office 365 Licensing
BELOTE	79.00	DRI X1 DISCOVERY	X1 Email Search License
BLDG	179.00	THE HOME DEPOT #3309	general supplies
BLDG	523.49	ANIXTER/CLARK/TRI-ED	lock for admin
BLDG	37.39	THE HOME DEPOT #3309	general supplies
BLDG	776.17	ANIXTER/CLARK/TRI-ED	lock for snow flake
BLDG	670.31	THE LIGHTING SHOWROOM, I	lighting
BLDG	43.20	THE HOME DEPOT #3309	general supplies
BLDG	163.50	PROLIGHTING	lighting
BLDG	17.88	THE HOME DEPOT #3309	general supplies
BLDG	300.00	ALLIEDHANDD	electrical
BLDG	158.00	THE HOME DEPOT #3309	general supplies
BLDG	53.46	THE HOME DEPOT #3309	general supplies
BLDG	22.47	THE HOME DEPOT #3312	general supplies
BLDG	297.29	THE HOME DEPOT 3309	general supplies
BLDG	14.36	THE HOME DEPOT #3309	general supplies
BLDG	90.38	ONLINECOMPONENTSCOM	fuse for sauna
BUXTON	71.31	BASS PRO CATALOG U.S.	Tims Clothing allowance
BUXTON	185.36	BASS PRO CATALOG U.S.	Tims annual clothing order
BUXTON	57.04	BASS PRO CATALOG U.S.	Tims Clothing Union allowance
BUXTON	8.07	CROSS BORDER TRANS FEE	Jesse Malsam backflow specialist class Los Angeles
BUXTON	806.72	PARTNERS ON BOOKING BV	Backflow Specialist Class Jesse Hotel Room Los Angeles

BUXTON	84.00	NORTHERN PAC8088029696061	Jesse Malsam backflow specialist class Los Angeles Ca
BUXTON	73.90	DELTA AIR 0068029696060	Jesse Malsam backflow specialist class las Angeles Ca
BUXTON	66.57	BASS PRO CATALOG U.S.	Tims Clothing order union contract
CLOUTHIER	514.50	PY AUDUBON INTERNATIONAL	2024 Champ course dues
CLOUTHIER	240.00	GOLF COURSE SUPERINTENDE	2024 dues for Spencer
CUNNINGHAM	89.00	USA SWIMMING, INC.	Fee for USA Swimming coaching fee Meagan Ballew
CUNNINGHAM	405.00	SP SWIMOUTLET.COM	Fins for swim programs
DUNBAR	130.00	SIERRA MOBILE STORAGE	container removal fee
DUNBAR	64.43	ONEBOAT INC	tahoe.com banner ads
DUNBAR	64.44	ONEBOAT INC	tahoe.com banner ads
DUNBAR	2,557.50	RICKS AEC REPROGRAPHICS	15 copies TWSA Annual Report 2023
DUNBAR	5.00	GOTOCOM GOTOMEETING	toll free number
FINANCE	263.89	SPECTRUM	Spectrum Bill for Parks 370-43-780-7830
FINANCE	369.66	SPECTRUM	Admin. TV
FINANCE	679.08	SPECTRUM	Admin Internet
FREISTROFFER	1.25	WF4NVENV/ROP SERVICE FEE	Service charge to pay invoice by credit card.
FREISTROFFER	50.00	NV ENVIRONMENTAL PROTECT	NDEP Grade 3 renewal fee. Double payed by accident. Refund issued, see attached pictures.
GOUGH	171.96	HARBOR FREIGHT TOOLS	Safety spill kits Aquatics
GOUGH	185.00	ISA	ISA arborist cert
HOOPES	244.00	SOCIETYFORHUMANRESOURCE	2024 Annual Membership Renewal SHRM
HOOPES	349.00	IHIRE, LLC	Online job listing Sr Accountant
HOOPES	249.50	ZIPRECRUITER, INC.	online job listing Sr Accountant CollIDistr OIT I-II
HOOPES	249.50	ZIPRECRUITER, INC.	online job listing Sr Accountant CollIDistr OIT I-II
HUBELE	314.00	HOMEDEPOT.COM	On Call condo remodel
HUBELE	6.70	HOMEDEPOT.COM	On Call condo remodel
HUDSON	141.00	TAHOE REGIONAL PLANNING A	Mtn Course Ph III - TRPA inspection fee @ construction completion
HUDSON	774.00	TAHOE REGIONAL PLANNING A	TRPA Plan Revision Fee for Phase III re-alignment
IVGID	49.00	WWW.FOODLABELMAKER.COM	Food Label Maker – 1 month subscription for new “Grab and Go” salad and sandwich program at Diamond Peak.
IVGID	139.46	LINDE GAS & EQUIPMENT INC	Nitrogen and beer gas mix for the opening of Diamond Peak operations - needed to use pcard as account was on hold
IVGID	232.03	THE WEBSTAUANT STORE INC	Salad Containers for ne Grab and Go sandwich and salad program at Diamond Peak
IVGID	1,006.22	THE WEBSTAUANT STORE INC	New display crates, stainless steel beverage servers, cup organizers, condiment display for Diamond Peak Food Court
IVGID	51.75	THE WEBSTAUANT STORE INC	Jiggers and speed pourer for Diamond Peak Loft Bar
IVGID	162.34	OFFICE DEPOT #3252	Office supplies including label maker
IVGID	143.11	THE WEBSTAUANT STORE INC	Printer paper for Diamond Peak
IVGID	3.12	CROSS BORDER TRANS FEE	Fee charged by Screencloud for being overseas business
IVGID	312.00	SCREENCLOUD	Monthly subscription for District digital screen menus including food court at Dia. Peak
IVGID	162.49	THE WEBSTAUANT STORE INC	Salad containers for Grab and Go sandwich and salad program at Diamond Peak.
IVGID	86.08	SQ THE GRAPHICS FACTORY	Uniform embroidery.
LAVERY	3.99	PRIME VIDEO 0B5IS2UQ3	Inadvertent Digital Purchase - Refunded processed 12/29/23
LAVERY	310.00	KAESER & BLAIR	Monitor Calendars - 2024
LAVERY	758.57	ADOBE CREATIVE CLOUD	Adobe Licenses - December
LAVERY	1.99	GOOGLE GOOGLE STORAGE	GoogleOne - Cloud Storage
LAVERY	88.68	DNH GODADDY.COM	2yr Domain Renewals - exploreincine.com and explorecrystalbay.com

LIVERY	49.00	LIVESTREAM.COM	Livestream - December
LIVERY	20.00	ZOOM.US 888-799-9666	Zoom webinar licenses - per shelia
LIVERY	20.00	ZOOM.US 888-799-9666	Zoom webinar licenses - per shelia
LIVERY	289.00	ZOOM.US 888-799-9666	Zoom webinar and host licenses
LIVERY	384.00	LASTPASS.COM	LastPass - Annual Licenses
LIVERY	23.00	EIG CONSTANTCONTACT.COM	Constant Contact - Monthly License
MOORE	154.61	COSTCO WHSE #0025	Rec Ctr Coffee service supplies
MOORE	14.79	COSTCO WHSE #0025	Senior Programs Conversation Cafe supplies
MOORE	289.20	IN SWIZZLE	Personal trainer shirts
RAYMORE	8.00	USPS PO 3117600402	Mailing Diamond Peak prize to winner
RAYMORE	54.99	ADOBE CREATIVE CLOUD	Adobe Creative Cloud subscription licensing fee - video photo coordinator
RAYMORE	54.99	ADOBE CREATIVE CLOUD	Adobe Creative Cloud subscription licensing fee - marketing manager
RAYMORE	240.00	VMO VIMEO.COM	Vimeo video streaming platform for marketing department - annual license
RAYMORE	5.60	USPS PO 3117600402	Mailing Diamond Peak prize to winner
RAYMORE	120.00	MAILCHIMP MISC	Monthly MailChimp email marketing fees - Parks Rec share
RAYMORE	100.00	MAILCHIMP MISC	Monthly MailChimp email marketing fees - Champ Golf share
RAYMORE	56.00	MAILCHIMP MISC	Monthly MailChimp email marketing fees - Mt Golf share
RAYMORE	20.00	MAILCHIMP MISC	Monthly MailChimp email marketing fees - Tennis share
RAYMORE	6.65	USPS PO 3117600402	Mailing Diamond Peak prize to winner
RAYMORE	29.99	ADOBE STOCK	Monthly licensing fee for Adobe Stock royalty-free music subscription
RAYMORE	29.99	DRONELINK	Monthly licensing fee for DroneLink drone mapping software
REAM	54.99	ADOBE 800-833-6687	Monthly Adobe software subscription
REAM	5.00	GDIT FAA 34A99PC	drone faa registration FPV drone
REAM			Amazon prime subscription for info@diamondpeak.com. It was auto charged but it will be refunded since we no longer use this service for diamond peak.
RECTOR	139.00	AMAZON PRIME 3U9AJ1 WU3	Membership renewal, A. Gutierrez
RECTOR	91.00	AW'S E-COMMERCE	Operator test, J. Malsam
RECTOR	120.00	NV ENVIRONMENTAL PROTECT	Service Fee, J. Malsam
RECTOR	3.00	WF4NENVIROP SERVICE FEE	Textbook for Engineering staff.
RECTOR	98.00	AWWA.ORG	Operator Test Fee, J. Malsam
RECTOR	69.00	PSI SERVICES LLC USD	Cert renewal, B. Kambitsch
RECTOR	206.00	CALIFORNIA WATER ENVIRON	Cert renewal, E. Freistroffer.
RECTOR	108.00	CALIFORNIA WATER ENVIRON	Cert renewal, B. Olsen
RECTOR	98.00	CALIFORNIA WATER ENVIRON	Op Cert Renewal, J. Donahue
RECTOR	50.00	NV ENVIRONMENTAL PROTECT	Service fee, NDEP E-Pay
RECTOR	1.25	WF4NENVIROP SERVICE FEE	Collection System Cert renewal, A. Gutierrez
RECTOR	103.00	CALIFORNIA WATER ENVIRON	Cross-Connection training expense, J. Malsam.
RECTOR	398.06	PRICELN FOX RENT A CAR	Ad. WRRF Roof Project
RECTOR	240.20	COLUMN PUBLIC NOTICE	Cross-Connection training expense, J. Malsam.
RECTOR	1,250.00	USC VITERBI FCCC ONLINE	Recording fee, Notice of Completion.
RECTOR	43.00	WASHOE CO RECORDER OTC	Service fee, recording Notice of Completion.
RECTOR	1.51	AMS SERVICE FEE 101573	Recording fee, recording Notice of Completion.
RECTOR	43.00	WASHOE CO RECORDER OTC	Service fee, recording Notice of Completion.
RECTOR	1.51	AMS SERVICE FEE 101573	Washoe County Lien Recording Fees GL 20002297-7415 New - 200-22-970-7415 old
ROBB	3.00	TYL WASHOE CO SERV FEE	Washoe County Lien Recording Fees GL 20002297-7415 New - 200-22-970-7415 old
ROBB	1.50	TYL WASHOE CO SERV FEE	Washoe County Lien Recording Fees GL 20002297-7415 New - 200-22-970-7415 Old
ROBB	1.50	TYL WASHOE CO SERV FEE	Washoe County Lien Recording Fees GL 20002297-7415 New - 200-22-970-7415 Old
ROBB	3.00	TYL WASHOE CO SERV FEE	Washoe County Lien Recording Fees GL 20002297-7415 New - 200-22-970-7415 old

ROBB	43.00	WASHOE CNTY RECORDER	Washoe County Lien Recording Fees GL 20002297-7415 New - 200-22-970-7415 old
ROBB	43.00	WASHOE CNTY RECORDER	Washoe County Lien Recording Fees GL 20002297-7415 New - 200-22-970-7415 old
ROBB	25.68	USPS PO 3117610450	USPS Lien Notices Certified Mail GL 20002297-7460 New - 200-22-970-7460 old
ROBBINS	100.00	OWPSACSTATE	OWP CSU Water Treatment course enrollment fee.
SANDERS	3.83	DEQ YDO SERVICE FEE	Service fee for DEQ Cert Renewal GL 20002523-7340
SANDERS	166.40	DEQ YDO FEES	DEQ Cert Renewal GL 20002523-7340
SANDERS	100.00	PT CARSON VALLEY MEDICAL	CDL DOT Physical Services GL 20002523-7340
SANDERS	2,465.35	JENDCO SAFETY SUPPLY	Grit bin liners GL 20002523-7440
SKI	68.85	DHL EXPRESS USA INC	Crystal main contactor
SKI	742.29	RADWELL INTERNATIONAL	stop gates for Lodgepole and schoolhouse
SKI	508.92	EMERGENCY MEDICAL PRODUCE	Supplies
SKI	(89.06)	HOMEDPOT.COM	Supplies for demo wall
SKI	110.80	LANDFALL NAVIGATION	Rescue Rope
SKI	233.86	INDUSTRIAL SERVICE SOLUTI	Snowmaking Materials
SKI	442.85	RADWELL INTERNATIONAL	Filters for air compressors
SKI	13.99	DISNEY PLUS	Streaming services
SKI	(23.11)	THE HOME DEPOT #3309	Supplies for demo wall
SKI	21.48	THE HOME DEPOT #3309	Supplies for demo wall
SKI	28.95	PANDORA.MOODMEDIA.COM	Streaming music subscription service for the Rental Shop to legally stream music
SKI	23.11	THE HOME DEPOT #3309	Supplies for demo wall
SKI	383.88	HOMEDPOT.COM	Supplies for demo wall
SKI	19.99	ADOBE ACROPRO SUBS	Document editing services
SKI	89.06	HOMEDPOT.COM	Supplies for demo wall
SKI	19.99	ADOBE PRODUCTS	Document editing services
SKI	60.00	PSIA WESTERN DIVISION	PSIA event
SMITH-LA FATA	2,820.00	SIERRA MOBILE STORAGE	Banquet and Grille Storage
SMITH-LA FATA	180.00	SIERRA MOBILE STORAGE	Banquet and Grille Storage
STEPHENS	56.66	THE HOME DEPOT #3312	oven lab stand materials
STEPHENS	88.81	THE HOME DEPOT 3312	Supplies for pump transfer pallet.
TRUJILLO	11.48	FADV DRUG TESTING	DOT Random Selection Pool
TRUJILLO	11.48	FADV DRUG TESTING	DOT Random Selection Pool
TRUJILLO	11.48	FADV DRUG TESTING	DOT Random Selection Pool
TRUJILLO	11.48	FADV DRUG TESTING	DOT Random Selection Pool
TRUJILLO	244.00	SOCIETYFORHUMANRESOURCE	Annual SHRM Membership
TRUJILLO	58.61	CP LAB SAFETY	Admin Rear Stairwell - Decommission Sign
TRUJILLO	58.61	CP LAB SAFETY	Admin Rear Stairwell - Decommission Sign
VIDRA	239.88	ADOBE INC	PDF editing software for Mark Helleckson December 2023- December 2024 subscription.
VIDRA	599.15	CURIE ENVIRONMENTAL SER	Radioactive Smoke Detector Recycling for 2023 HHW season.
YOUNGBLOOD	597.00	PAYPAL UPLIFTDESK	Desk for Laboratory
YOUNGBLOOD	597.00	PAYPAL UPLIFTDESK	Desk for Laboratory
YOUNGBLOOD	425.00	NASSCO, INC.	NASSCO PCPA recertification class for Michael Bliss

Golf



IVGID
02/28/23

Incline Village General Improvement District

Job Description

Job Title: Director of Golf
Job Number: 3101A
Salary Grade: 38
Department: Golf
Reports To: General Manager
FLSA Status: Exempt - Executive
Prepared By: M. Bandelin/E. Feore
Prepared Date: 1/08/19 Revised 11/02/23
Approved By: M. Bandelin
Approved Date: 11/02/2023

SUMMARY

This position is responsible for the leadership and management of The Golf Courses at Incline Village to include the Championship and Mountain Courses. This includes Golf, Facilities & Events on a year round basis, and Marketing, Food & Beverage operations on a seasonal basis. Provides direction, supervision, coaching and support of staff and management of resources consistent with the general administrative direction of the General Manager. The incumbent performs high level administrative, technical and professional work, while overseeing the development of activities and operations of a comprehensive golf program and associated projects. The Director ensures all services meet or exceed resident and general public expectations by performing the following duties personally or through subordinate staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES, not necessarily in order of priority, include the following. Assigned job tasks/duties are not limited to the essential functions.

1. Provides excellent customer service to internal and external customers and business partners.
2. Assumes full leadership and management responsibility and is accountable for golf operations including, Pro Shop and Merchandising, customer 'retention' service and staffing levels, driving range operations, golf instructions, tournament organization, Point of Sale system, reservations, starter/ranger, outside services, course conditions and administrative processes at both courses.
3. Provides staff leadership, direction and coaching to ensure efficient and effective delivery of programs and services; anticipates the need for and plans for changes within all areas of responsibility. Directs and manages the seasonal operations of Food & Beverage, and year round operations of Golf and Facilities & Events. Works closely with management staff on the development, implementation and maintenance of golf course grounds related projects; and review of their departmental budgets, goals and objectives.
4. Collaborates with the marketing and communications divisions in the development of Golf related marketing collateral. Promotes the Division's programs and responds to community inquiries and/or complaints by investigating issues as necessary and overseeing or handling requests for service.
5. Oversees, leads and directs the Head Golf Professional, Grounds Superintendent and support staff in daily operations for two 18-hole golf courses; selects, develops and evaluates staff and training designed to enhance and improve the delivery of services; responds to and resolves staff concerns and complaints; advises on appropriate disciplinary or corrective measures due to performance and/or behavior issues throughout the District.
6. Oversees and organizes common interest groups; ensuring that department programs serve the needs of the communities, and the needs and interest of the public remain paramount.
7. Leads and manages the development and implementation of goals, objectives, policies and priorities for Golf, Facilities & Events, and, on a seasonal basis, Marketing and Food & Beverage to provide the optimum delivery of services and operations; directs the establishment of standard operating procedures for all work related activity.
8. Develops, evaluates and implements a Golf Strategic Management and Business Plan, including related policies and procedures to meet the District's goals and objectives. Performs long-range strategic planning for current and new

facilities and programs to generate new revenue and improve operations; schedules regular maintenance of current facilities; prepares planning documents including facility planning, management operation costs and site locations. Collaborates daily with staff in food & beverage, grounds, building maintenance, marketing, and accounting divisions to communicate activities and events taking place to ensure integration of necessary services to meet customer expectations.

9. Serves as liaison to community and advisory groups, county, government and non-profit agencies and others concerned with Golf division programs and activities.

10. Collaborates with venue management to prepare and administer the golf annual operating budget and capital improvement budget; monitors and controls budgets using computerized financial accounting and point of sale systems to ensure compliance; accounts for variances between projected and actual expenditures. Plans, develops and implements new methods and procedures designed to improve operations, minimize operating costs, and effect greater utilization of labor and materials.

11. Responds to and resolves inquires, questions and sensitive complaints from residents, non-residents and employees.

12. Analyzes golf course utilization by residents and non-residents for use in future policy and budget development and recommendations. Develops and administers resident and non-resident tee time allocations and access, merchandising policies and practices, speed of play programs, etc.

13. Serves as a member of the Senior Management Team; participates in formulating and administering District policies and developing long-range goals and objectives.

14. Prepares and makes oral and written presentations to the Board of Trustees and to other public and private groups; provides information to the news media and the community regarding the District's golf courses; represents the District with other government agencies and in meeting with the community; prepares a variety of reports, statistics, studies and related information for decision making purposes.

15. Plays golf at the Championship and Mountain Golf Courses for the purpose of promoting customer relations, observing course playability, and making recommendations to maintenance staff on course conditions, and operating methods.

16. Inputs and/or monitors employee time & pay records using an automated system. Ensures records are accurate each month.

SUPERVISORY RESPONSIBILITIES

Selects, and manages year-round and seasonal subordinate supervisors, who supervise seasonal and part-time staff in multiple divisions; develops and implements training programs to enhance staff capability and improve the delivery of services through mentoring, and motivation. Carries out supervisory responsibilities in accordance with the District policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Bachelor's Degree from an accredited college or university and ten years' increasingly responsible experience in golf course operations or related customer retention service environment, with seven years in a management position; or equivalent combination of education and experience.

KNOWLEDGE

Knowledge of current principles and practices of leadership, management and supervision; all aspects of golf course management; principles of financial/budgeting preparation and administration; thorough knowledge of methods and

techniques of data collection, analysis and report preparation; word processing, spreadsheets, database, and presentation computer applications; knowledge and understanding of all aspects of golf course management all USGA rules and regulations; current technological development/trends in golf course design, maintenance and equipment; merchandising and competitive courses.

COMPREHENSION/COMMUNICATION SKILLS

Ability to read, analyze, and interpret technical journals, financial reports, and legal documents. Ability to respond to inquiries or complaints from customers, regulatory agencies, or members of the community. Ability to write articles for publication that conform to prescribed style and format. Ability to effectively present information to employees, management, customers, suppliers, public groups, and the Board of Trustees. Effectively present information, findings, recommendations and policies to individuals and groups in an understandable and persuasive manner; effectively respond to inquires, concerns, or complaints from employees, customers, regulatory agencies or member of the community. The duties and responsibilities of this position necessitate the use of a cellular phone and the use of social media for District business reasons.

MATHEMATICAL SKILLS

Ability to apply advanced mathematical concepts to develop formulas for resident/non-resident access and allocations, revenue projections, expense analyses; apply mathematical operations to such tasks as frequency distribution, variance analysis, and factor analysis associated with golf course utilization, cost of goods, margin and merchandise inventory.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions and deal with several abstract and concrete variables. Analyze complex administrative, operational and organizational problems, evaluate alternatives, project consequences of actions and decisions, and select, and/or recommend and implement appropriate solutions

CERTIFICATES, LICENSES, REGISTRATIONS

Valid Driver's License. Class A PGA/LPGA Professional. Ability to obtain Washoe County Sheriff's Work Permit equaling Liquor within one week from date of employment; with application made concurrent with date of employment. Ability to pass Alcohol Awareness Training and receive Alcohol Awareness card within 30 days of date of hire. Successful completion State of Nevada/Federal background check through fingerprinting because position has unsupervised access to children, the elderly or individuals with disabilities and/or has access to their records. Pursuant to National Child Protection Act (NCPA) of 1993 as amended by the Volunteers for Children Act (VCA). It is the employee's responsibility to maintain all required certifications and licenses and to report any changes to the supervisor.

OTHER SKILLS OR ABILITIES

Ability to develop policies, goals, and services consistent with areas of responsibilities; work effectively under pressure of deadlines and conflicting demands; organize work and set priorities to meet critical deadlines; track status of on-going projects; establish, foster and maintain effective working relationships with all levels of employees, elected officials and community members; gain cooperation through discussion and persuasion; effectively deal with conflict; use initiative and independent judgment within areas of responsibility. Excellent organizational, administrative, analytical and customer service skills; strong computer skills in Microsoft Office, financial accounting, point of sale and other golf related applications; ability to play the game of golf and to instruct at all levels (beginner to advanced); ability to plan, organize, coordinate and facilitate major golf events; a skilled visionary leader for supervising, training, mentoring, motivating, communicating, coaching, counseling and advising on disciplinary matter/actions; and ability to work a schedule which includes weekends and holidays

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear. The employee frequently is required to sit, reach with hands and arms, twist and swing arms and torso. The employee is occasionally required to stand; walk; climb or balance; and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 10 pounds and occasionally lift and/or move up to 50 pounds. Specific vision

abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles, outside weather conditions and risk of radiation from the sun. The employee is occasionally exposed to toxic or caustic chemicals, wet and humid conditions and risk of electrical shock. The noise level in the work environment is moderate.

I have read and understand this explanation and job description.

Employee Signature: _____ Date: _____

Employee Name: _____



SAMPLE

DIRECTOR OF GOLF JOB DESCRIPTION

Position Concept: As a member of the Golf Management Team, the Director of Golf will oversee the total golf operation and services offered including the golf shop, golf range, golf services areas and golf car operation including supervision of the head golf professional. The position will promote an exceptional "golf experience," and provide excellent services and programs for all patrons.

Supervised By: _____

The Position Supervises: (check those that apply)

- Head Professional
- Assistant Professionals
- Golf Shop Service Staff
- Teaching Professionals
- Player Development Manager
- Merchandise Manager
- Club Fitter/Club Repair Staff
- Outside Service Staff
- Tournament Director
- Beverage Cart Attendant
- Locker Room Staff
- Cart Mechanic
- Other _____

Prioritized Keys to Successful Performance

#1 _____	#4 _____
#2 _____	#5 _____
#3 _____	#6 _____

Specific Responsibilities - include but are not limited to:

- Oversee the management and performance of all golf shop and applicable department operations and services; assure high standards and total customer satisfaction
- Establish golf shop operations personnel policies and ensure proper hiring, training, supervising, personal development and corrective action in accordance with fair labor standards, safety and established policy
- Oversee the development of operating procedures and training manuals for the golf operation
- Oversee and manage the Head Golf Professional(s) and all golf department staff
- Schedules and chairs regular staff meetings focused on customers, operations, revenue growth, cost containment and continuous improvement
- Attends as invited committee/staff/public meetings representing the facility
- Develop/coordinate the development of annual business plans for the golf operation
- Coordinate and ensure all written correspondence, reporting, newsletters, and communications for the golf operation
- Coordinate plans with the Food and Beverage Manager for all food and beverage needs, on-course food and beverage needs, banquets, outside events, and catering for all golf functions
- Meet, greet, and welcome prospective customers/patrons
- Enforce all rules and regulations governing golf course usage
- Develop and oversee an innovative tournament schedule and golf activities program that services all customer segments
- Develop and oversee golf instruction, clinics, golf schools, and player development programs for all customer segments
- Develop and oversee a profitable merchandise concession that is consistent with customer/patron demographics and needs
- Oversee golf marketing initiatives including all promotional materials, play recruitment, yield management, golf packages, and outside events plus the promotion of new golf memberships (where applicable)
- Oversee all fiscal areas and performance for the golf operations including planning, budgeting, forecasting, monitoring, and correction
- Establish sales goals and forecasts for all golf programs and services; generate, monitor and analyze reports
- Maintain a close working relationship with the Golf Course Superintendent and other department heads
- Play golf with customers/patrons of all skill levels as time and duties permit

Director of Golf Sample Job Description, page 2

- Oversee and enforce golf shop operations policies, procedures, controls, and fee structures to ensure the safekeeping of assets, inventory and resources
- Where applicable, supervise the Membership Sales Director in the promotion of new member leads, interaction with prospective members and orientation of new members

Knowledge, Skills and Traits

- Maintain PGA of America membership in good standing in an active classification
- Actively pursue PGA membership (if a PGA Apprentice) in a timely manner through the PGA Professional Golf Management (PGA PGM) program
- Fundamental knowledge of the game of golf, rules of golf, golf facility operations and tournament operations
- Fundamental supervisory practices and principles
- Act as a role model for all employees by demonstrating the behavior and work ethic expected of all employees
- Strong organizational, planning and prioritization skills
- Self-motivated with desire to promote and market
- Service and customer focused attitude
- Experienced in written and oral business communications
- Remain up-to-date on customer relationship management tactics and strategies
- Utilize the resources of PGA player development programs such as Get Golf Ready, PGA Sports Academy, Tee it Forward and others
- Experienced computer user including; Microsoft Word and Excel. Proficient in other applications, i.e. email, internet, tournament and database
- Maintain and promote a positive professional image within the community
- Attend conferences, workshops, meetings, and trade shows to keep abreast of marketing and business trends
- Maintain a credible golf game and remain current on teaching innovations

Notice: Employers may consider adding the following optional components to this document

- Work experience and/or education requirements
- Qualifications/Certifications/Licensures
- Working conditions
- Typical physical demands
- Equipment operated
- Exemption classification – Exempt or Non-Exempt Classification
- Confidential data available to employee
- Compensation information

EXAMPLES OF GOLF GENERAL MANAGER JOB DESCRIPTIONS

General Manager Responsibilities include but are not limited to the following:

- Prepares and monitors annual budget, revenue goals and expenses as well as generating various (weekly, monthly, etc.) business volume forecasts.
- Monitors monthly and other financial reports/statements on a daily, weekly and monthly basis for the facility and takes effective corrective action when necessary.
- Establishes basic personnel policy, initiates and establishes basic personnel policy, initiates and monitors policies relating to personnel actions and training along with professional development programs.
- Ensures all Human Resources procedures and policies are followed by management staff.
- Develops, maintains and administers a sound organizational plan and initiates improvements as necessary.
- Maintains membership with the PGA and CMAA and other professional associations. Attends workshops and meetings to keep abreast of current information and developments.
- Oversees the care and maintenance of all the facility's physical assets and each individual facility.
- Coordinates marketing programs to promote the facility's services to potential customers.
- Ensures the highest standards for food and beverage service on property.
- Implements policies and procedures for multiple departments, including compliance of all company standards relating to quality of products and services.
- Responsible for interviewing, hiring, training, planning, assigning, and directing work, evaluating performance, rewarding, and disciplining associates; addressing complaints and resolving problems.
- Directly manages department members that may include, but is not limited to: Head Professional(s), Golf Course Superintendent(s), Tournament Coordinator, Director of Instruction, Food and Beverage Manager, etc.
- Assures that effective orientation and training are given to each new associate. Develops ongoing training programs.

Education / Experience Required:

- Bachelor's degree (BA) from four-year college or university; or one to two years related experience and/or training; or equivalent combination of education and experience.
- PGA or CMAA affiliation preferred, but not required.
- Experience in or extensive knowledge of Food and Beverage operations required.

Key Responsibilities of the General Manager:

- Prepares and monitors annual budget, revenue goals and expenses as well as generating various (weekly, monthly, etc.) business volume forecasts.
- Monitors monthly and other financial reports/statements on a daily, weekly and monthly basis for the facility and takes effective corrective action when necessary.
- Maintains and increases membership sales as necessary
- Establishes and implements Troon personnel policy, initiates and monitors policies relating to personnel actions and training along with professional development programs.
- Ensures all Human Resources procedures and policies are followed by management staff.
- Develops, maintains and administers a sound organizational plan and initiates improvements as necessary.
- Maintains membership with the PGA and CMAA and other professional associations. Attends workshops and meetings to keep abreast of current information and developments.
- Oversees the care and maintenance of all the facility's physical assets and each individual facility.
- Coordinates marketing programs to promote the facility's services to potential customers.
- Ensures the highest standards for food and beverage service on property.
- Implements policies and procedures for multiple departments, including compliance of all company standards relating to quality of products and services.
- Responsible for interviewing, hiring, training, planning, assigning, and directing work, evaluating performance, rewarding, and disciplining associates; addressing complaints and resolving problems.
- Directly manages department members that may include, but is not limited to: Head Professional(s), Golf Course Superintendent(s), Membership Director, Food and Beverage Director, Tournament Coordinator, Director, Instruction, etc.
- Assures that effective orientation and training are given to each new associate. Develops ongoing training programs.

Minimum Qualifications for the General Manager:

- Bachelor's Degree; 5-10 years' experience and/or the equivalent in experience and training in a private, member-owned club/space.
- Previous work experience as a senior operations manager of a full service daily fee or resort golf facility

Full Job Description

Position Purpose

- The General Manager is responsible for the overall management of the golf course facility encompassing golf operations, food and beverage operations (including the refreshment areas and refreshment cars), and general administration. He/she should work closely with the Superintendent and course maintenance staff on a daily basis.

General Description of Duties and Responsibilities:

- Responsible for the day to day leadership of the facility providing clear direction to all department heads.
- Communicate and monitor the comprehensive objectives of the operation and be available, approachable and display leadership by example to others.
- Responsible for achieving the highest possible service standards on a daily basis to ensure consistency, product quality, and promote customer confidence and loyalty.
- Work closely with the marketing staff in the development and implementation of the annual marketing plan and initiates necessary adjustments throughout the year to maximize the benefit of the marketing efforts.
- Shall oversee the development, completion and implementation of the annual operating budget for each department.
- Responsible for ensuring the best possible financial performance of the facility by monitoring daily operations and the total revenues and expenses of each department.
- Shall at all times enforce and ensure policies and procedures of the facility are applied in an equal and fair manner for all employees and guests, in all departments.
- Recommend and/or establish policy and procedural changes as appropriate to support the goals of the operation, ownership and management.
- Establish methods of interdepartmental communication to include weekly staff meetings of the department heads and or an appropriate representative of each department.

- Responsible for ensuring all new employees complete new hire orientation and receive departmental training specific to their related job function.
- Promote safety awareness for all departments through continual training to ensure a safe and productive work environment.
- Shall ensure that the general upkeep of the building structures and other assets of the facility are in good repair and arrange for all necessary repair work or preventative maintenance to be performed as appropriate in an expeditious manner.
- Ensure the overall cleanliness of the facility at the highest possible level.
- Ensure that all permits, licenses, fees, taxes, assessments, and/or regulations of a governmental agency of jurisdiction are in compliance with the federal, state and local requirements.
- Represent the facility and Troon Golf in various community functions in a way that supports the overall objectives of the ownership group.

Skills

- Able to communicate effectively and professionally in both verbal and written formats.
- Able to delegate responsibilities.
- Able to develop, lead and manage a team.
- Computer literate in MS Office products to include Excel, Word, Outlook and PowerPoint.
- Able to perform arithmetic computations for budgeting and cost analysis.

Experience / Education / Certification Requirements

- Some college education or its equivalent.
- PGA member.
- Continuing education training through PGA or CMAA.
- Prior management experience in golf industry required.
- Experience as general manager preferred.

Physical Requirements:

- Must be able to lift up to 40 lbs. to waist height.
- Some repetitive motion required including typing and data entry.
- Frequent bending, turning, kneeling and stooping may be required.

JOB SUMMARY

Functions as the strategic business leader of golf operations. Responsible for guest and employee satisfaction, sales and revenue management and the financial performance of the department. Leads the leadership team in the development and implementation of property-wide strategies. Verifies implementation of the brand service strategy and brand initiatives with the objective of meeting or exceeding guest expectations. In addition, the General Manager builds relationships with key customers.

CANDIDATE PROFILE

Education and Experience

- High school diploma or GED; 2 years experience in the golf/course management; Professional Golfers Association (PGA) member.

OR

- 2-year degree from an accredited university in Business Administration or related major; no work experience required; Professional Golfers Association (PGA) member.

CORE WORK ACTIVITIES

Leading Property Golf Operations

- Assumes responsibility for financial goal achievement, analysis and reporting.
- Leads management team to develop and execute a business plan that achieves brand's and owner's financial goal achievement, analysis and reporting.
- Supports recruiting, development, training and mentoring of golf employees.
- Develops/manages operating budget, capital expenditures, food and beverage and marketing plan with the leadership team.

- Verifies all units areas are maintaining compliance with corporate and brand standards.
- Monitors day-to-day operating of total property.
- Drives guest service and employee satisfaction.
- Maintains active membership in PGA or LPGA by fulfilling annual certification requirements.
- Develops a mutually beneficial relationship with all aspects of the owner's organization.

Managing Golf Operations

- Monitors the playing time of golfers to verify optimal speed of play on the course.
- Conducts regular tours of the course to evaluate course conditions.
- Develops the Golf department's Operating Strategy and leads its execution.
- Reviews and manages controllable expenses such as, labor, quality and quantity of grass seed, lawn chemicals, inventory levels, uniforms, utilities etc.
- Works with Grounds Superintendent to verify course is maintained in accordance with brand specific Golf Standards and sound agronomic practices.

Managing Golf Revenue Management Goals

- Makes decisions or recommendations regarding rates per round, retail pricing and services offered to enhance the sales performance of the department.
- Manages financial performance of the golf department to achieve or exceed budget expectations.
- Adjusts services to meet customer demand and budget expectations.
- Monitors the booking of tee times to verify maximum yield.

Ensuring Exceptional Customer Service

- Displays leadership in guest hospitality, exemplifying excellent customer service, and creating a positive atmosphere for guest relations.
- Empowers employees to provide excellent customer service.
- Strives to improve service performance.
- Establishes guidelines so employees understand expectations and parameters.

Conducting Human Resources Activities

- Reviews findings from guest feedback with employees to develop appropriate corrective action.
- Incorporates guest satisfaction as a component of departmental meetings with a focus on continuous improvement.
- Hires Golf team members with the appropriate skills and in a timely manner to meet the business needs of the operation.
- Creates appropriate developmental plans and developing team members based on their individual strengths, development needs, career aspirations, and abilities.
- Sets goals and expectations for direct reports using the performance appraisal process and holding staff accountable for successful performance; coaching team by providing specific feedback to improve performance.
- Conducts annual performance appraisal with direct reports according to Standard Operating Procedures.
- Verifies employees are treated fairly and equitably.
- Celebrates successes and publicly recognizing the contributions of team member.

CONTRACTS REVIEWED BY TRUSTEE SCHMITZ PER POLICY 3.1							
Date of Requested Review	Vendor	SOW	Type	Date of Contract	Date of Vendor Signature	Amount	Status
1/24/2024	HDR	same as below	see below	1/5/2024	not signed	\$14,815	3 weeks lapsed between the original review request and this one, the contract date is now backdated, one of the deliverable due dates was on 1/10, prior to this contract having been reviewed by DOF, GM and myself approved.
1/4/2024	HDR	Expansion of the SOW for the Utility Master Plan	Addendum	1/5/2024	not signed	\$14,815	rework requested as the Exhibit with payment terms and time to be charged were not correct. I noticed, Ms. Nelson could not explain and the vendor was required to revise the exhibit.
12/1/2023	CC Cleaning Service	Cleaning services at Diamond Peak	New	No date inserted as of review	not signed	\$44,850	Accounting needs to be added as another email address for invoicing.
11/29/2023	Lumos	Addendum to PO for water modeling at 947 Tahoe Blvd. for a change in pipe size.	Addendum	No date inserted as of review	not signed	\$5,000	The contract completion date is 12/1. In inquiring about this completion date when the review is only 2 days prior, I was informed the vendor began the work without the contract. Not a best practice.
11/15/2023	Odyssey	survey of Snowflake Lodge area for future potential work	New	11/16/2023	not signed	\$3,600	OK, inquired about lack of vendor signature.
11/14/2023	Lumos	Addendum to a PO	PO - 12-28-21 added scope for 947 project - additional water modeling	12/28/2021	none since the addendum required rework	\$5000 to be paid by developer	Required rework. Legal counsel had directed staff to change the language of the addendum to an amendment to a PO, however this change wasn't incorporated and it was presented as an addendum to a "consultant agreement" and none exists. Approved without corrections by DOF and GM.
11/2/2023	DOWL	Project Management , design and bid documents - Alder Ave. water line replacement	New	11/2/2023	No Date	\$70,580	OK

10/17/2023	Mann Built Construction	SPS#8	new - T&M - charged to NDOT ROW realignment	10/17/2023	No Date	\$8,000	Appears to have the same error - section 3.2 references Exhibit B as 'plans and specification', yet Exhibit B is Requirements for Construction Manual. Same error as prior Mann Construction contract reviewed on 10/12; Additionally, 3.7.1 b incorrectly refers to Exhibit B as the rate schedule which is Exhibit C.
10/12/2023	Resource Concepts	extend terms to 12/13/2023	amendment	10/3/2023			The amendment had a date that was backdated as a reference because the original contract was backdated. The original contract reads 12/14/2022. but was backdated to 12/5/2022
10/12/2023	Resource Concepts	extended terms through 10/31/2023	amendment	10/3/2023			The amendment had a date that was backdated as a reference because the original contract was backdated. The original contract was on 12/14/2022 but was backdated to 12/5/2022
10/12/2023	Mann Built Construction	Burnt Cedar RFID earthwork	new	10/10/2023	10/11/2023	\$10,500	There was an error and a reference to Exhibit B as plans and specs, but was the fee schedule.
10/12/2023	E-Z-Go Textron	routine maintenance of 58 golf carts	PO	10/10/2023		\$11,160	Fleet no longer does this maintenance
10/10/2023	Frontier Advisors	Nolan Umana services - MD&A for ACFR	new - T&M	10/10/2023	0/10/2023	\$6,000	the exhibit referred to the MD&A for CAFR, was changed to ACFR. Dates also required changes.
9/27/2023	GSO3 Services, LLC	annual service and calibration of ozone analyzer	PO	NO DATE on PO	9/22/2023	\$15,850	PO has amount for travel and a blanket \$4500 for parts. * on page not defined but upon question an email was received to state it meant receipts would be provided
9/26/2023	Kodiak Roofing	repair of Mountain Course Roof - covered by insurance	new	NO DATES	none provided	\$80,125	Who had signing authority? Who tracks insurance payment?
9/26/2023	DOWL, LLC	surveying services, Alder Ave.	new	9/25/2023	9/26/2023	\$12,881	OK
9/25/2023	DOWL, LLC	SPS#1 project	amendment 1 - code issues with electrical original DATED 6/29/23	8/31/2023	9/21/2023	\$17,250	Is this another backdating? The original contract was for \$33K so what was the budget?

9/13/2023	LA Perks	DP work for diesel use	PO - No Date on PO	No Date	No Date	\$16,404	OK other than no dates
9/13/2023	Armac	pavement maintenance	new	No Date		\$17,635	OK
9/1/2023	Lumos	Tahoe Resort - capacity analysis	amendment 1	8/31/2023	9/1/2023	\$5,000	fees to be reimbursed by developer
9/1/2023	Lumos	Tahoe Resort - sewer evaluation	amendment 2	8/31/2023	9/1/2023	\$21,300	The amendement was incorrectly referred to as Amendment 1 (corrected). No fee schedule included in the contract with Task #4 being T&M. Fees to be reimbursed by developer
8/30 (BOT), then again upon request to sign, 9/11 and 9/12	TechnoAlpin	DP Snowmaking Equipment purchase	\$413,169.22	9/12/2023	8/9/2023	\$413,169	This contract had many errors that were discovered to be introduced when converting to a .pdf. NOTE Noble AND the Vendor and Legal Counsel signed PRIOR to the finaal contract indicating the SIGNATURE PAGE WAS SWAPPED.
7/31/2023	Tobey Consulting Group	structural engineering work for Mountain Course Roof at entry repair	NEW - template used	7/31/2023	not signed	\$11,600	Required rework. Exhibit B was referenced, but not included. The reference to Exhibit B was removed.
7/31/2023	Walsh Odyssey Engineerin	survey for Reservoir 3-1	NEW - template used	7/31/2023	not signed	\$3,600	Good - Exhibit A called out
7/31/2023	Walsh Odyssey Engineerin	survey for skate park	NEW - template used	7/31/2023	not signed	\$4,300	Good - Exhibit A called out
7/31/2023	Black Eagle Consulting	GeoTechnical Investigation for Reservoir 3-1	NEW - template used	7/31/2023	not signed	\$6,400	Good - exhibits called out
7/18/2023	Q & D Construction	IVGID utility relocation in NDOT ROW	NEW - template used	7/17/2023	7/17/2023	\$36,500	Contract required modication to the Scope of Work to call out Exhibit A, the costs for the work.
5/15/2023	FW Carson	replace lateral water main prior to NDOT curb work beginning on 5/18/2023	NEW	5/15/2023	none provided	#####	Work Complete

5/13/2023	HERO Environmental	Hazardous Materials Collection services	New - Renewed	4/11/2023 - 11/15/2023	4/4/2023	#####	Approved after adding language to the agreement and the confidentiality agreement for assigned employees to include reference to IVGID's whistleblower policy and process
4/27/2023	Jacobs Engineering	On-Call Engineering Services	UPDATED contract form from CH2M from 2009	Not Included	none provided	Not to exceed \$20,000	This was my request to have the contract form brought up to date.
3/23/2023	Diamond Peak Reciprocal Agreement	Form for use between resorts	2023-24 season	2023-24 ski season - form			
3/3/2023	CH2M, Inc.	technical services from 1-31-2023 through 12-31-2023 - see attached SOW	On-Call Professional Services Agreement Task Order 27, dated July 31, 2009, and as amended by Task Order 27.1 dated February 10, 2020 and Amendment 2 dated February 16, 2022	3-Mar-23	N/A	using unused funds of \$18,141.25 from prior contract	Awaiting answers as to why this is back dated and the review of the original 2009 and 2/2022 contracts for which funds are being used for this effort. Legal counsel was asked why this contract hasn't been converted to the new template.
2/16/2023	DOWL	pond project field survey	NEW	2/14/2023	none provided	\$3,160	approved with SOW language change from 'effluent export line' to 'effluent export storage tank'
1/30/2023	LSC	Traffic Study	NEW	1/9/2023	1/17/2023	\$39,550	approved with budget verification
1/30/2023	Brown & Read Engineering	Change of completion to May 30, 2023 - Replacement of WRRF	Amendment	1/5/2022	1/26/2023	No Charge	approved
1/30/2023	Farr Engineering	Undefined additional work	Amendment	10/13/2022	1/23/2023	\$10,000	not approved - advised staff to make use of specific change orders for clarity and defined scope
1/30/2023	Jacobs Engineering	Extend completion date to 7/1/2023 for the 100% design of pond lining project completion	Amendment	6/9/2021	1/13/2023	No Charge	approved

1 INCLINE VILLAGE
 2 GENERAL IMPROVEMENT DISTRICT
 3 BOARD OF TRUSTEES
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 7
 8 TRANSCRIPT OF HEARING
 9 PUBLIC MEETING
 10 Live and Via Zoom
 11
 12 Held at the Boardroom
 13 893 Southwood Boulevard
 14 Incline Village, Nevada
 15
 16 Wednesday, January 10, 2024
 17
 18
 19
 20
 21
 22
 23
 24 Reported by: Brandi Ann Vianney Smith
 25 Job Number: IVGID 17

1 APPEARANCES
 2
 3 **BOARD MEMBERS PRESENT**
 4 MATTHEW DENT, CHAIR
 5 MICHAELA TONKING, SECRETARY
 6 RAY TULLOCH, TREASURER
 7 DAVE NOBLE, MEMBER
 8
 9
 10 **ALSO PRESENT**
 11 SERGIO RUDIN, LEGAL COUNSEL (via Zoom)
 12 HEIDI WHITE, DISTRICT CLERK (via Zoom)
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1 Incline Village, Nevada - 1/10/2024 - 6:00 P.M.
 2 -o0o-
 3
 4
 5 CHAIR DENT: All right. It is 6:00 P.M. I
 6 want to call the regular meeting of Incline Village
 7 General Improvement District to order. We are
 8 located at 893 Southwood Boulevard, Incline Village,
 9 Nevada and via Zoom. Today's January 10th, 2024.
 10 We'll start with Item A.
 11 A. PLEDGE OF ALLEGIANCE
 12 (Pledge of Allegiance.)
 13 CHAIR DENT: Thank you for that. Moving
 14 on to Item B.
 15 B. ROLL CALL OF TRUSTEES
 16 TRUSTEE TONKING: Here.
 17 TRUSTEE TULLOCH: Here.
 18 TRUSTEE NOBLE: Here.
 19 CHAIR DENT: Chair Schmitz let us know she
 20 would not be present tonight. I'm Trustee Dent. We
 21 have four out of our five trustees present. We do
 22 have a quorum.
 23 Moving on to Item C.
 24 C. INITIAL PUBLIC COMMENTS
 25 MR. KATZ: Good evening, Aaron Katz,

<p style="text-align: right;">5</p> <p>1 Incline Village. I have several written statements 2 to be incorporated into the minutes of the meeting 3 I've given to Ms. Tonking. 4 I'm just looking at the ever-increasing 5 wasteful spending. It just seems to be going on and 6 on. We have a court reporter for our minutes, and 7 we end up spending \$4,000 or more per month for this 8 kind of service. Now we have an attorney that's 9 going to be charged nearly \$300 an hour -- and for 10 what? -- at the board meetings. We have a director 11 of admin services who is paid in excess of \$160,000 12 a year plus benefits, and for what? We have a new 13 assistant finance director we're looking for at over 14 \$200,000 annually, plus an increase in salary for 15 our finance director, if we ever find one, and the 16 controller we got. And a new finance position to 17 assist the controller. And now a new purchasing and 18 contract manager at Susan Herron's old pay grade. 19 And let's move Ronnie Rector at Public Works to 20 finance. She's the current purchasing person. And 21 we still don't have a director of food and beverage 22 or a golf director or a community services director 23 or a public works director. 24 Last year Central Services transfers 25 exploded to over \$3 million annually. And at this</p>	<p style="text-align: right;">6</p> <p>1 rate, I'm anticipating this year's number will be 2 over \$4 million. So, where's the money going to 3 come from? 4 I'm concerned it can only come from two 5 sources: the rec fee and the beach fee. 6 Even though those expenses that I've 7 outlined have zero to do with making recreation and 8 the beach facilities available for local property 9 owners' use. So where's the money going to come 10 from? I just don't see where we're cutting it, and 11 I don't like the future as I see it 12 financially-wise. Hopefully, you'll address it with 13 the budget in the next weeks. 14 Thank you. 15 CHAIR DENT: Seeing no other public 16 comment in the room, we'll move to Zoom. 17 MS. CARS: This is Linda Cars, 625 Lariat 18 Circle. 19 We do now finally have a very strong 20 statistical analysis of the Washoe County signature 21 verification for the recall. There were 22 catastrophic invalidation errors as outline that I'm 23 going to tell you now. 24 For Matthew Dent, there were -- we needed 25 1,801 signatures, 1725 were approved. We were 76</p>
<p style="text-align: right;">7</p> <p>1 short, 165 signatures were found that pending other 2 issues should be valid. 165 for Matthew Dent. 3 For Sara Schmitz, we were -- needed 1,801 4 signatures, 1687 were approved. We were only short 5 114. 153 signatures for Matthew Dent were found 6 pending other issue that should be valid. There 7 appears to be enough signatures for both trustees to 8 have an immediate recall election. 9 So it's important to note that the 10 analysis doesn't include people who signed the 11 petitions but were invalidated because they forgot to 12 put a date on them. And it also includes people who 13 were invalidated because the petition they signed 14 mistakenly wasn't submitted in the proper time 15 period. 16 So here's a summary: There were curable 17 inconsistencies, 42 for Dent, 28 for Sara. This is 18 where individual, signed petitions for both 19 trustees, but there was valid for Schmitz but 20 invalid for Dent for various reasons. Curable. Ten 21 inconsistencies for Dent and 17 for Sara. These are 22 where it was deemed a person's signature was coded 23 incurable for Dent but curable for Schmitz. How 24 does that happen? 27 signatures for Dent and 36 25 signatures for Sara, they weren't counted. The</p>	<p style="text-align: right;">8</p> <p>1 signatures were received by Washoe County, but not 2 input into the database for Dent or Sara. And this 3 is not included in the numbers. 4 26 signatures for Dent and 22 for Schmitz 5 were incorrectly invalidated with a code that deemed 6 incurable. Our careful study of these signatures 7 shows that many of these should not have been 8 invalidated and should have been curable. These 9 people signed properly. 10 There were an additional 15 people for 11 Schmitz and 14 -- no. 14 for Schmitz and 15 for 12 Dent where their name was listed in the voter 13 registration role that we used, given to us by the 14 county, but the county invalidated them. 15 And, finally, for Dent there were 45 16 signatures and for Schmitz there were 46 that were 17 curable, but the people -- 18 (Expiration of three minutes.) 19 CHAIR DENT: Any other Zoom comments? 20 MATT: There is not. 21 CHAIR DENT: Great. All right. That will 22 close out initial public comment for tonight. 23 Moving on to item D. 24 D. APPROVAL OF AGENDA 25 CHAIR DENT: Any concerns or changes to</p>

1 the agenda? Seeing none, we'll consider the agenda
 2 approved. Moving on to item E.
 3 E. REPORTS TO THE BOARD
 4 E 1. General Manager's Report
 5 CHAIR DENT: Can be found on page 5
 6 through 18 of your board packet.
 7 MR. BANDELIN: As noted, the general
 8 manager report begins on page 5 of your packet this
 9 evening. Just wanted to report on a couple
 10 highlights that are actually in the report.
 11 We didn't provide a report with a
 12 narrative on the progress of the Tyler
 13 implementation project.
 14 Staff provided a personnel recruitment
 15 update within the HR status report.
 16 I'll touch a little bit on informing the
 17 Board that the media access gate at the Burt Cedar
 18 Beach, the actual mechanism, the gate, has been
 19 installed. We're awaiting an actuator device that
 20 connects to the actual media reader before testing
 21 can begin on the gate. Staff will continue to
 22 update the Board of Trustees on the project as we
 23 progress. Continue working on that project, just I
 24 have a little bit of a holdup at this particular
 25 time.

9

1 I do want that kind of touch of one of the
 2 items in the Public Works report was that we want to
 3 encourage the community to complete the domestic
 4 water pipe, lead, and copper rule survey to assist
 5 with the inventory of the project.
 6 Staff will also note that the NV Energy
 7 has now executed the signing and return of the
 8 Amended and Restated Diamond Peak Site Use License
 9 Agreement for NV Energy and the District, and staff
 10 and counsel will prepare the document to be released
 11 to the community when asked. We'll be working on
 12 that over the next couple of days, which I would
 13 imagine would be available through public records
 14 requests. We can make sure to get that out, as
 15 people wanted it also.
 16 Also wanted to inform the Board that I
 17 was -- I told the Board that I would include a
 18 facility's and food and beverage status report in
 19 this particular report, and I did not. I'll be
 20 working with the folks from the facilities venue and
 21 food and beverage to provide a report, and maybe
 22 could use a little bit of comment on what the Board
 23 would like to see in that report.
 24 Then I'm open for questions.
 25 TRUSTEE TONKING: I have two questions and

10

1 a statement. I want to thank you for putting the
 2 time logged on the public records requests.
 3 On page 8 in the update from the interim
 4 Director of Finance Bobby Magee, I was hoping I
 5 could get a copy of the Amazon purchasing policy
 6 that has just been updated.
 7 The other question I have is around the
 8 forensic audit. I hear the price of that has
 9 drastically increased by almost two times, and I was
 10 hoping we could speak more to that and how come the
 11 Board wasn't aware of it.
 12 MR. BANDELIN: Is it okay if I ask
 13 Mr. Magee to comment on the question?
 14 TRUSTEE TONKING: Of course.
 15 MR. MAGEE: We did go back and look at the
 16 direction that was provided by the Board on November
 17 8th. This question came up a couple of times. On
 18 November 8th, we made a recommendation to the Board
 19 that Trustee Tulloch be authorized to negotiate
 20 final terms and conditions along the related
 21 contract pricing. And as part of that, the Board
 22 specifically asked me to send over a final scope of
 23 work once that contract had been completed.
 24 In accordance with the Board direction, I
 25 did work with Trustee Tulloch and the chair of the

11

1 Audit Committee, the item was ultimately agreed upon
 2 with Rubin Brown, the forensic auditors, and then
 3 the chair of the Audit Committee made the
 4 recommendation on the pricing to Treasurer Tulloch;
 5 that was ultimately accepted. And in accordance
 6 with the Board direction, we have now presented the
 7 contract to the General Manager for his final
 8 signature.
 9 TRUSTEE TONKING: What is the new price of
 10 that contract?
 11 MR. MAGEE: The price is a not-to-exceed
 12 amount of \$350,000.
 13 TRUSTEE TONKING: And it was originally at
 14 160,000; is that correct?
 15 MR. MAGEE: Rubin Brown has proposed,
 16 based on the scope of work in the RFP, a range of
 17 approximately 110,000 for a three-year look back or
 18 up to 160 for a basic five-year look back. And then
 19 as we -- they were significantly lower than some of
 20 the other firms, I will say, and when we started
 21 getting in and discussing what that scope of work
 22 would look like, that price did increase, yes.
 23 TRUSTEE TONKING: What was the
 24 next-closest bidder's price?
 25 MR. MAGEE: I don't have that information

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13

1 handy, but I can certainly see if I can find it real
2 quick.

3 TRUSTEE TONKING: My fear is that we're
4 also in violation of NRS, because we are now
5 exceeding -- we were taking a low bid at 160, that
6 was the only one that was presented to us, and now
7 we've increased the bid by almost \$200,000, and I'm
8 a little bit concerned on -- my understanding -- and
9 I reread the notes a couple of times, my
10 understanding is that we would understand the scope
11 and the new price, and I'm just a little concerned
12 that I don't know if I feel that us going behind the
13 public and spending an additional \$200,000 that
14 wasn't publicly discussed is the correct choice.

15 And, Sergio, let me know if I'm off topic,
16 because this isn't actually agendized. And if we
17 need to agendize it, that's fine too.

18 MR. RUDIN: Yeah, I would suggest if you
19 need to revisit the contract, you -- or the terms or
20 its approval, that we put it back on the agenda.

21 But the question about what the District
22 has budgeted for this contract is definitely
23 something that I think is relevant to the verbal
24 presentation here.

25 TRUSTEE TONKING: So in the notes I read

15

1 This was run past me by Finance Director
2 Magee, and I signed off on it. So if you have
3 issues, it's not General Manager Bandelin, it's not
4 Finance Director Magee, it's myself.

5 We've been pushing this -- agreed on
6 performing this. The bids were indicative --
7 because of the nature of the RFP, the bids could not
8 be precise. The bids were going to depend on the
9 agreed scope of work. We went through the agreed
10 scope of work. Again, there's no point in spending
11 100,000 to get a quarter of a job. Want to get the
12 proper job done as agreed by the Board.

13 TRUSTEE TONKING: I would just like this
14 item re-agendized so we can talk about it.

15 And I do not appreciate the comments you
16 made at the beginning of your statement.

17 TRUSTEE NOBLE: Yeah. I don't know how
18 you get from a range of 110 to 160 to a
19 not-to-exceed 350 and not bring that back to the
20 Board. And this Board has been very adamant about
21 costs -- being cost-conscious, and this doesn't even
22 seem reasonable to me.

23 So, unless there's a good explanation,
24 we're getting so far -- it's -- if you go by the 110
25 for three years, we're 240,000 over. If we do the

14

1 from November 8th, it says that they have the
2 160,000 in the budget. Nowhere does it say that we
3 can go up to that amount. And so my understanding
4 is that's where we were. So I'm just really
5 concerned about this.

6 And Trustee Tulloch, feel free to explain
7 more as to how we got here.

8 TRUSTEE TULLOCH: Absolutely. Since I'm
9 not just looking for sound bites, I'll put some
10 logic behind it.

11 If you read the contract, it's a
12 not-to-exceed sum, it's not a case of if we can
13 spend 350,000. There's a very good reason for doing
14 things like that in this contract. It's because we
15 do not want to find we're half way through and find
16 there's a whole lot more issues than even the ones
17 that we've already identified. I find we would then
18 have to stop the investigation and slow down the
19 preparation of our other budget as well coming back
20 for approval.

21 We were given approval to move forward
22 with this. Just because the contract is not to
23 exceed, it does not mean that we can just go ahead
24 and spend up to 350,000. There will be oversight
25 and there will be monitoring of it there.

16

1 five years, we're 190,000 over what they bid in at.
2 So unless there's -- and I understand that you don't
3 want to have to come back later, and I appreciate
4 that, but a not-to-exceed 350, that just doesn't --
5 I don't even see that in the realm of reasonableness
6 at this point. And I certainly hope that the
7 contract doesn't get signed with that not-to-exceed
8 350.

9 Maybe need to go back and look at the
10 scope of work and bring it back to what was
11 originally put out in the RFP. Because it's more
12 than creep with regards to the scope of work if
13 we're at 350, or we've been hoodwinked by these
14 folks into them getting in, being selected, and then
15 jacking up the price on us, unless there's another
16 explanation. I haven't heard one that seems
17 reasonable to me.

18 CHAIR DENT: I would just say too that the
19 price is quite a bit higher, so it was surprising.

20 I'll ask this of Sergio or Bobby, is
21 this -- is there something, potentially, as it
22 relates to this that we should be discussing in a
23 nonmeeting legal meeting rather than in this
24 meeting? I'm curious if that's where this
25 conversation should you go, given the sensitivity

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1 associated with this, and not at a public board
 2 meeting.
 3 MR. RUDIN: Yeah, I mean, given the issues
 4 with respect to the budget for the contract, I would
 5 recommend the contract come back to the Board for
 6 approval.
 7 CHAIR DENT: I understand that component
 8 of it. I'm just talking about the details
 9 associated with where this went. I think -- it's
 10 sounds -- it seems like this could be something that
 11 we could clear up in a nonmeeting legal meeting,
 12 potentially, and then bring the contract back for
 13 approval, or not have any concerns and it moves
 14 forward as is.
 15 MR. RUDIN: And Vice Chair Dent, let's
 16 talk about that offline.
 17 CHAIR DENT: Okay.
 18 TRUSTEE TULLOCH: I just -- I don't like
 19 the phrase being hoodwinked. It's -- again, it
 20 makes good sound bites. There's nobody being
 21 hoodwinked in this process.
 22 The RFP that went out had an approximate
 23 scope of work. Having done some of the preliminary
 24 work, we found out what the real scope of work
 25 needed to be. Again, it's case of if we're going to

18

1 do this job, it needs to be done properly.
 2 Again, I would point out it's not spending
 3 350k; it's a not-to-exceed 350k. I expect it to
 4 come in at significantly less than that. Again, it
 5 depends what is found during the audit.
 6 TRUSTEE TONKING: Trustee Tulloch, it's a
 7 transparency issues. All of us Board members
 8 shouldn't be sitting in a meeting and surprised by
 9 it. It's what I'm saying.
 10 Also, Sergio, can you look into for me for
 11 that legal nonmeeting about RFP processes and what
 12 we, as a government, are -- have to hold to if we
 13 change scope after RFPs, and if we change the price
 14 drastically for an RFP, like the process we accept.
 15 And I can talk to you offline about what I'm looking
 16 for, but I just want to make sure we're in
 17 compliance with NRS.
 18 MR. RUDIN: Yep. No problem.
 19 TRUSTEE NOBLE: I would simply support
 20 Trustee Dent's suggestion that to the extent that we
 21 can deal with this in a legal nonlegal meeting,
 22 given that we want to move forward as quickly as
 23 possible. And I feel that there are legal issues
 24 surrounding this contract, both the subject matter
 25 and just the mechanics of it, to the extent that we

19

1 can do that in a legal nonlegal, I would strongly
 2 recommend that.
 3 MR. MAGEE: If I may, the question was
 4 asked: What were the other bids that were received?
 5 And as I had presented to the Board on
 6 November 8th, we did initially have a concern that
 7 Rubin Brown had underbid this contract a little bit.
 8 The second lowest bid that was received was 368,000,
 9 and the high bid that received as part of the RFP
 10 process was 750,000.
 11 So I just wanted to answer Trustee
 12 Tonking's question.
 13 TRUSTEE TONKING: Thank you.
 14 CHAIR DENT: Any further discussion on
 15 this item?
 16 Moving on, report number 2.
 17 E 2. Public Record Request Portal
 18 CHAIR DENT: Receive a report
 19 presentation/demonstration of the new public records
 20 request portal. Director of IT, Mr. Gove. This can
 21 be found -- no pages. Presentation only.
 22 MR. GOVE: Thank you for the opportunity
 23 to use this time for a quick presentation on the
 24 District's new public request portal, offered by
 25 NextRequest.

20

1 In the District's continued efforts to
 2 improve transparency and engagement with community
 3 members, staff sought out possible improvements to
 4 the District's current public records request
 5 process. During this time, NextRequest was
 6 discovered and vetted. NextRequest is a
 7 feature-focused service used to service public
 8 records requests from submittal through delivery, as
 9 well as a central hosting location that is easily
 10 accessible to all community members.
 11 The public portal is pretty simple, with
 12 the ability to make a request and submit it
 13 electronically online. That request is then sent to
 14 staff through a system where it is hosted and
 15 tracked. Staff can then use the portal on their end
 16 to respond to the request for documents, and
 17 response information can be directly uploaded to the
 18 system.
 19 These requests can then be made publicly
 20 available to all users who access the portal.
 21 Accessing the portal is possible through several
 22 manners, either directly by going to
 23 IVGID.NextRequest.com, or by going through the
 24 District's website. I'll pull that up now and
 25 quickly walk through submitting a request.

21

1 Quick note: I will not be submitting a
 2 request as I don't want to add a false request to
 3 the system. I'm not going to actually push the
 4 submit button or type any information in, but it
 5 should be pretty easy to glean what the process is.
 6 For the record, I have tried to get my
 7 staff and the communication coordinator for the
 8 District to put this link for a NextRequest anywhere
 9 public records are referenced on the District's
 10 websites. It's referenced in a few places. I hope
 11 moving forward, this will be part of the
 12 improvements that come from the new website.
 13 From the main page, yourtaohoeplace.com,
 14 you can just jump into IVGID, about IVGID is right
 15 here. We've added a link directly to NextRequest,
 16 which you can see. Also if you go to the old page,
 17 public records requests where the PDF form was
 18 located, we've added a link there. As well as
 19 keeping live the old process. I don't know how long
 20 we'll keep that live, but we do intend to work these
 21 two in tandem for a little while so folks that are
 22 used to the old process can still utilize it. It
 23 would be our goal to encourage community members to
 24 utilize the new system.
 25 I'm going to jump into it. Clicking on

22

1 the link will take you over to the District's
 2 request page. It's super simple. You can click
 3 here to search through requests. I'd like to make a
 4 quick note: Any requests that were submitted after
 5 the first of the year have been uploaded into the
 6 system, and our intent will be to respond to those
 7 through the system if folks were able to put their
 8 email address on the request.
 9 Obviously a digital system, the best way
 10 to communicate through this is via email, and that
 11 would be our preference.
 12 Clicking on search, you can see these are
 13 the requests so far for '24 that have been responded
 14 to and been made available to the public. We've
 15 only got one because we've only responded to that
 16 one.
 17 TRUSTEE TULLOCH: Are we going to bring
 18 any historic data across?
 19 MR. GOVE: We could do that. There's a
 20 potential to do that. We could if we decide to.
 21 It's a manual process that the clerk has to go
 22 through to do that. We've talked about it several
 23 times at the senior team meetings about how this
 24 could be utilized to host documentation that's
 25 requested frequently. For example, budgets and

23

1 financial reports from past years, those large items
 2 that are hit on a lot. Yes, there's potential for
 3 it.
 4 We could go through all of the old
 5 records, it is a service that NextRequest provides,
 6 it's a billable service, and they will upload all of
 7 the public records that we responded to.
 8 CHAIR DENT: Piggybacking on that, I think
 9 it would be -- staff could probably come up with a
 10 list of ten topics or ten items where it would be
 11 beneficial to go back that grab -- I mean, Dillon's
 12 Rule would be one that's come across several times
 13 since I've been on the Board. There are several
 14 other like that where those type of requests would
 15 be helpful to have that historical data, have it
 16 readily available, so people aren't asking us to go
 17 find it again.
 18 MR. GOVE: Totally agree.
 19 TRUSTEE TULLOCH: Do we know a cost, an
 20 approximate cost for each year's worth of public
 21 records or cost per hundreds to bring them across?
 22 MR. GOVE: I have not requested a quote.
 23 I can do that. I would ask that you work with the
 24 clerk to request what records you want to have
 25 published or get an idea of that, and then she can

24

1 work with me to get a quote.
 2 TRUSTEE TULLOCH: I'd like to understand.
 3 I'd like to get just a ballpark so the Board can
 4 decide whether -- how much we should bring across.
 5 Otherwise, it devalues it.
 6 MR. GOVE: Understood. Let me work on
 7 that and get an answer back.
 8 I'll finish my demo and answer questions
 9 at the end. I do want to turn this into video at
 10 some point and have it readily available.
 11 Making a request, very simple. You'll
 12 come in here, put your request information here. If
 13 you did have any files that you chose to upload as
 14 part of your request for your documentation side,
 15 you're welcome to do so here.
 16 We do ask that you select a department.
 17 You can use your best guess on what your department
 18 is. We talked about the potential for having an
 19 "other" here. If there is a need for an other, we'd
 20 ask that you just stick it with general governance
 21 for now, and then the District Clerk can make the
 22 decision on where to route the request to.
 23 This system's really built specifically
 24 for public records requests, so when a department is
 25 selected, the request -- the clerk gets a note that

25

1 there's been a request submitted by her email and
2 the manager of that department, or the director,
3 gets the request. Any interactions from staff from
4 that point on are all tracked through the system.
5 We have the ability to track time. We also have the
6 ability for senior management to report on open
7 requests and timelines and timeliness of requests.
8 Really neat data specifically surrounding public
9 records requests can be gleaned from this system.
10 Once you've added your information -- we
11 would really appreciate to use email as a
12 communication forum here. Throw your email in
13 there, you'll hit "make a request." You will get a
14 response from the system as a community member
15 making the request. It will fire out an email
16 automatically that will tell you your request number
17 and also give you your timeline on the expected
18 response.
19 That's really my presentation. That's the
20 gist of system.
21 TRUSTEE TONKING: Just two questions.
22 Great system. My first question is people can still
23 make public records requests the same way they have
24 as well?
25 MR. GOVE: Yes.

27

1 requests are public.
2 TRUSTEE TULLOCH: Are the emails hidden of
3 the requester?
4 MR. GOVE: Yes. Obviously, there's an
5 innate -- it's a public records request to -- your
6 information is public, but it's not part of the
7 record when it's responded to.
8 TRUSTEE TULLOCH: So somebody can't just
9 troll through and pull out all of the junk mailings
10 and things from a security perspective?
11 MR. GOVE: Yes. I understand your
12 question. Yes.
13 TRUSTEE TULLOCH: In terms of is there --
14 when you say it's directed to a department, how do
15 you know who is taking action on it? Is there a
16 reminder of things?
17 MR. GOVE: Yes. It's a full workflow
18 management surrounding the records requests. The
19 records request comes in, it's in the system, the
20 time is tracked at that point, and then it tracks
21 every interaction on the staff side after that.
22 TRUSTEE TULLOCH: Okay. So there's
23 reminders to managers?
24 MR. GOVE: Yes. I'm already getting them
25 for -- there's a few that have been uploaded that

26

1 TRUSTEE TONKING: And if they don't put
2 their email in, how do you get the information back
3 to them?
4 MR. GOVE: We haven't had that. I was
5 going to add to this, it is a little bit of a
6 learning experience to start using a new system like
7 this. We're completely open to constructive
8 feedback from anybody that wants to provide it. Ask
9 them to provide their feedback via info@ivgid.org.
10 If anybody has any issues with it, please feel free
11 to reach out to us. We want this to be an
12 enhancement to the engagement on this process for
13 community members.
14 TRUSTEE TONKING: You're going to put all
15 of the public records requests as they come in up on
16 here going on forward?
17 MR. GOVE: They can be published. If --
18 yes.
19 TRUSTEE TONKING: So, for example, I had a
20 request as a board member, so I don't get anything
21 redacted and that's on the list of public requests,
22 that probably should not be posted up here?
23 MR. GOVE: Yeah. That's why I said "can
24 be." It'll be a decision of legal counsel to say
25 what gets made public or not. Not all records and

28

1 are -- would be past due because they haven't been
2 able to get updated in the system yet. We wanted to
3 talk about this first before we started blasting
4 folks with emails.
5 Unfortunately, there were a couple of
6 records that were put in with folks' emails and the
7 system took it upon itself to start tracking and
8 sending emails on it. We didn't have it live. So I
9 do apologize to those two folks that got premature
10 emails from the system. It's been made live as of
11 yesterday.
12 TRUSTEE TULLOCH: So it sends an update to
13 the requester as well?
14 MR. GOVE: The way that it'll work is any
15 communications around the records request and the
16 process and the timeline will be sent to the
17 requester.
18 For example, if you made a request and I,
19 as the provider of the information, knew that I was
20 going to have to -- if it was going to be a
21 seven-day timeline, I put that timeline in there.
22 I'll say: This is my expected due date.
23 You would get a communication email on
24 your expected due date or expected delivery date
25 that your records request has been updated.

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1 And all of that is tracked, maintained,
 2 it's kept in the one system, which is really the
 3 true benefits of it, centrally located.
 4 TRUSTEE TULLOCH: Somebody has a dashboard
 5 as an administrator?
 6 MR. GOVE: Yes.
 7 CHAIR DENT: That closes out item E 2.
 8 Moving on to Item E 3.
 9 E 3. Capital Projects Status
 10 CHAIR DENT: Review and report on capital
 11 project status. Found on pages 19 through 23 of
 12 your board packet. Interim Director of Public Works
 13 Kate Nelson, and then we will also roll into item E
 14 4, verbal report, update on the utility master plan.
 15 That will also be interim Public Works Director Kate
 16 Nelson.
 17 MR. BANDELIN: Just wanted to note for the
 18 community that we have uploaded -- I would call them
 19 "supplemental," but replacement pages to the board
 20 packet. Those would be pages 21, 22, and 23. And
 21 the Board of Trustees will note that those are on
 22 your desk, and we also have copies within the
 23 boardroom itself. Wanted to make sure that we noted
 24 that.
 25 MS. NELSON: We actually had our

30

1 engineering meeting this morning, and that's why we
 2 received the updated project tracking sheet. This
 3 is basically what we use to make sure that we are
 4 working toward moving things along. I think that
 5 for purpose of the board meeting, I know that the
 6 Incline Beach House is very important to the Board,
 7 so I'd like to just provide some further details on
 8 that project.
 9 We released the request for qualification
 10 on November 16th. The requests were due on
 11 December 19th. We received a total of four
 12 proposals. The selection committee ranked the four
 13 proposals and the firms were notified yesterday. We
 14 shortlisted a total of three firms.
 15 The next phase of the project is preparing
 16 the technical proposal and interviews for these
 17 three selected teams. That is happening between
 18 February 6th and 8th.
 19 The design-build team selection will occur
 20 in about February 15th, and then we will get back in
 21 front of the Board on February 28th to request
 22 approval of design-build team to move forward with
 23 the 30 percent schematic designs.
 24 The other priority project we have is the
 25 skate park enhancement project. The RFP will be

31

1 released this Friday. The proposals will be due
 2 mid-February, and the selection committee will
 3 select the design-build firm on or around February
 4 23rd. We look to be in front of the Board on
 5 March 13th to award the design-build for that
 6 project.
 7 If there are any other specific projects
 8 you want an update on, just let me know. I'm here
 9 to answer any questions.
 10 TRUSTEE TONKING: Quick question, maybe
 11 it's directed to Trustee Tulloch. How do we decide
 12 which things go to the CIC committee and which ones
 13 don't?
 14 TRUSTEE TULLOCH: Excellent point, Trustee
 15 Tonking, and it's something we've had some
 16 discussions about. And for the avoidance of
 17 confusion, because when I saw the initial document
 18 and the packet, I was upset, as if somehow the CIC
 19 was holding up progress.
 20 The CIC doesn't have a crystal ball. The
 21 CIC had not received any information that somebody
 22 was waiting to present a proposal to CIC. It's also
 23 not the purpose of the CIC to start usurping the
 24 function of the Board in terms of RFQs and scoping
 25 of projects; the purpose of the CIC is to do a

32

1 more-rigorous analysis of the final proposals before
 2 they go to the Board. The CIC is not somehow an
 3 elected body that's going to completely change scope
 4 and decide on priorities in terms of that. The CIC
 5 will review it.
 6 So, yes, I was somewhat disturbed to see
 7 the original note in the board packet. I'm assuming
 8 there's been action taken. I'm glad so say there's
 9 some action been taken on that, but it's not the CIC
 10 holding up.
 11 If there's priority projects that need a
 12 quick response from the CIC, we'll always be happy
 13 to look at them, but we need to be told about them.
 14 We can't -- like I say, we don't have a crystal
 15 ball.
 16 TRUSTEE TONKING: My question, though, is
 17 can you give me an example of how things move
 18 through the CIC so I can understand it better.
 19 TRUSTEE TULLOCH: Well, let's suppose when
 20 the Beach House design project, when they come up
 21 with a proposal, that should go to CIC first prior
 22 to going to the Board to make sure it's complete, so
 23 we don't have a situation where it goes to the
 24 Board, it gets bounced back because of things
 25 missing, there's questions not been answered. The

33

1 CIC should be able to do a more-rigorous analysis
 2 before so when it comes to the Board, it should
 3 become -- it's either a yes or no. It's not
 4 something that should be delayed further.
 5 CHAIR DENT: That kind of hits on our
 6 training from last month too, just those basic
 7 questions should be vetted through in the CIC. I
 8 like that idea good.
 9 Good questions, Trustee Tonking.
 10 Any additional questions, concerns?
 11 MR. BANDELIN: What we want to do here was
 12 kind of like open up -- what I'm going to do is I'm
 13 going to direct staff to -- we want to be able to
 14 come back to the Board as a start at each meeting,
 15 and we want to have discussions about the capital
 16 projects or capital maintenance projects to be able
 17 to be completely transparent and make sure that the
 18 Board of Trustees know what the projects are. We
 19 intend to work -- we intend, staff intends to work
 20 with the finance department.
 21 I think at your next meeting, I'd like to
 22 bring the entire list of the 2024 approved capital
 23 projects that you saw in year one with the dollar
 24 amount, and then we would begin to tell -- or report
 25 to the Board where we're at with those projects.

35

1 really to start to open up discussion and work with
 2 the District staff to be able to present really good
 3 capital project and capital maintenance reports.
 4 CHAIR DENT: You brought up a couple of
 5 ideas through what you were just saying. But one
 6 thing I forgot to ask about, the project plans that
 7 we usually get through the budget process and all of
 8 those, very detailed as to where we're at, where are
 9 we at in revising each of those for the budget
 10 process? The data sheets.
 11 MS. NELSON: So the previous software used
 12 to create those data sheets is no longer being
 13 supported. We are moving to a more standard, if I
 14 can say, data sheet that will be included with
 15 the year one budget. And it's not -- it's a manual
 16 process, so we will have to create them for each
 17 project.
 18 But we brought to the Capital Investment
 19 Committee, we got good feedback on it. It has a
 20 little bit more detail on the budget where we can
 21 actually break it down by phase and be a little bit
 22 more accurate in the way we're budgeting.
 23 CHAIR DENT: The new report does, is what
 24 you're saying?
 25 MS. NELSON: Yes.

34

1 This template, with maybe some discussion
 2 or assistance from the trustees or the community,
 3 we'd like to be able to start to build this out so
 4 we have a really nice report that we report on for
 5 capital projects and capital maintenance projects.
 6 I think it would be really important,
 7 especially as we start to get into our budget
 8 process, looking at capital projects and maintenance
 9 projects to be able to at least come up with some
 10 sort of really analytical-type report so the
 11 community and the Board of Trustees have a good
 12 understanding of the progress on our capital
 13 projects and funding portion and where we're at with
 14 the actual progress of the project.
 15 There was some talk that we could include,
 16 if the Board wishes to, we can bring these GANT
 17 reports in, that we have a GANT report started for
 18 that Incline Beach House. That might be something
 19 that the Board suggested that we bring for
 20 particular projects so you can kind of see the whole
 21 -- where we never do a good job as we bring it to
 22 the Board, okay, here's what we're working on, this
 23 is when this is due, this is when this is due, and
 24 here's the progress portion of it.
 25 The intent of this report this evening was

36

1 MR. BANDELIN: If I could just expand on
 2 that a little bit. What you will see is -- I was in
 3 our Assistant Director of Finance office the other
 4 day, and he showed me this template that we will be
 5 building and bringing.
 6 Each capital project, whether it be a
 7 project or maintenance, will have what we used to
 8 call a "data sheet," there will be a new name for
 9 it, but you'll actually see a picture of the actual
 10 project in the corner of the report so when you
 11 thumb through your packet and your notebook, you'll
 12 be able to see what the actual project is; whether
 13 it's realigning manholes or replacing MCCs at a
 14 sewer pump station or new pumps or a new snowcat or
 15 new roof on the Mountain Golf Course Club House or
 16 something to that affect, it will have the dollar
 17 amount associated with it and then numbers
 18 associated with the project.
 19 So when we finally get around to being
 20 able to present the budget, we'll be able to go
 21 through -- the capital plan, I should say, we'll be
 22 able to go through, and you'll have a sheet for each
 23 project to be able to reference in discussion.
 24 CHAIR DENT: Great. Thank you for that.
 25 That gives us a little bit better understanding of

37

1 what to expect.

2 One other thing that you made me think of

3 is a project closure report for the first phase. Is

4 that something that's coming back at the next

5 meeting? We've been done with that first phase for

6 a while.

7 MS. NELSON: First phase of the pipeline?

8 CHAIR DENT: Yeah.

9 MS. NELSON: Yeah. So we will be

10 providing the closeout for the GMP1 project, as well

11 as the Diamond Peak kitchen.

12 CHAIR DENT: At that 31st meeting?

13 MS. NELSON: Yes.

14 MR. BANDELIN: Is there a particular wants

15 and needs that we should bring for a closeout

16 report? That might be worth a quick discussion from

17 the Board, as we want to be able to bring the actual

18 items to -- on a closeout report, if that's actually

19 that name for it, when the -- and what level of a

20 project would require a detailed analysis of a

21 closeout?

22 TRUSTEE TULLOCH: Okay. I can respond to

23 the second part of the question, what level of

24 project. I think that's something I think my

25 colleagues can chime in on.

39

1 project. Maybe one of these has two or

2 three call-ons, but then you get your totals.

3 Yeah, it would be very helpful because we

4 lose track of it, and we're just like, What are we

5 doing again?

6 MR. BANDELIN: Agreed. So, essentially, a

7 financial closeout report.

8 TRUSTEE TULLOCH: A financial and

9 technical.

10 I think there's another very important

11 part, and I've talked about it before in some of the

12 proposals presented here. When we get proposals

13 saying, well, if we do this, we'll save so much

14 money.

15 Any of these proposals should identify

16 what the tracking mechanism is going to be, how

17 we're going to establish that we have actually saved

18 the money that we're talking about, because

19 typically it's either ongoing operating costs or

20 something there.

21 There's no use in us approving a

22 million-dollar project that we're told is going to

23 save us a \$100,000 a year if we don't see where that

24 \$100,000 is then coming back to the District to be

25 used on something other, more appropriate.

38

1 What I would like to see in the project

2 closeout report is what the final costs has been,

3 what the original estimate has been, whether there's

4 been any updated estimates mid-progress and

5 reauthorizations, what's -- how the completion date

6 ties in with the originally projected timeline,

7 what's happened assuming that, hopefully, every

8 project will come in under budget and before time,

9 and what budget the unspent money has gone back to.

10 I would hate to see more of these where,

11 well, we've done this for a 100,000 less than we're

12 going to, let's spend it on furniture or something.

13 That money should go back in so it can be

14 re-prioritized, it should always be there.

15 That's what I would expect to see in the

16 closeout.

17 CHAIR DENT: I would agree with that. And

18 I'd say, maybe, a little bit more granular. It

19 would reference all the numbers you brought to us

20 for approval, what date or what packet or whatever

21 that is in so if someone wants to go digging into

22 those details, they can, and you're just doing a

23 side-by-side comparison.

24 I think we hear a lot of things, and

25 sometimes we have to have additional approvals on a

40

1 The follow-up post-project for any of

2 these is supposed to deliver savings or customer

3 service improvements, there should be a mechanism

4 for tracking that.

5 CHAIR DENT: And to the technical piece

6 that Trustee Tulloch spoke to, what did we -- what

7 was the positive take away from the project or what

8 did we learn? Because you learn something and

9 there's sometimes little wins or huge wins on

10 projects.

11 I think celebrating those learning

12 experiences and wins are huge. And it's good for us

13 to understand what that's at because at some point

14 all of that information becomes trackable, and you

15 look back at the last ten and it's like, why is this

16 our result over the last ten? We gotta change this

17 pattern. Right?

18 TRUSTEE TONKING: You took mine, lesson's

19 learn, so I like these. Thank you.

20 TRUSTEE TULLOCH: I see item C in the list

21 here, the Recreation Center, HVAC. At the November

22 meeting, Director Leijon came and informed us there

23 was going to be a whole long list of projects, major

24 projects required at the Rec Center, and I requested

25 that she start looking and bringing them as a whole

41

1 because we don't want to be spending a million here,
 2 half a million there, and then another quarter of
 3 a million somewhere else and then finding that we
 4 just need to knock the place down and start again.
 5 I'd asked at that time that Director
 6 Leijon put together a comprehensive list of what
 7 these things are going to be so we could actually
 8 make a better, more informed judgment of what it is,
 9 rather than just -- if I recall correctly, the HVAC
 10 change or something, about 1.2 million sticks in my
 11 mind, so I think we need to understand what the
 12 ongoing capital requirement is so we can actually
 13 make a better assessment of the requirement.
 14 CHAIR DENT: One last thing and I'll leave
 15 this alone. When we see a long project list, huge
 16 list right here, and then we experience several
 17 projects that we thought were going to be kicked off
 18 last year that have -- several of them, that have
 19 just kind of been kicked down the road.
 20 So as we move into the budget cycle, I
 21 just stressed this a lot last year, I'll say it
 22 again: I just want to make sure we're planning
 23 to -- putting things in the budget and planing to
 24 hit targets of things, planning to move projects
 25 along and not just budgeting to put something in

42

1 there because said we can do it. If we can't do it,
 2 let's not put in the budget, because then we're
 3 collecting money from the community that we don't
 4 need, and that's been a problem forever -- right? --
 5 and that's why we were able to decrease the rec fee
 6 last year and still have reserves. And none of the
 7 projects we planned to do last year got done, so we
 8 still have the money sitting there again.
 9 Bandwidth is huge and if it's something
 10 where we need to get you reference in your report
 11 that there's two engineering staff members, but if
 12 there's something we need to do to do it
 13 differently, bold ideas are great. It's budget
 14 season, let's hear them.
 15 If we need to have someone dedicated to
 16 project management and solely in all of our
 17 nonpublic works projects, maybe that's something we
 18 need to look at.
 19 That's my two cents on the topic.
 20 TRUSTEE TULLOCH: Okay. Can I put in the
 21 last, last request on this?
 22 I think this is a good start. This is
 23 actually a helpful document to see this. Would
 24 there be a way of actually segregating into
 25 financial bands, say, 500,000, 250 to 500, and below

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1 a hundred grand or something like that? We can work
 2 out some bands, that would make it much easier to
 3 see whether some of these projects are material or
 4 whether they're almost just run-of-mill projects
 5 that we don't need to be concerned about. I think
 6 that would be very helpful.
 7 CHAIR DENT: I think you're heard from us.
 8 Do you need any further direction on this item?
 9 MS. NELSON: (Non-verbal response.)
 10 CHAIR DENT: Okay. That will closeout
 11 item E 3. Let's move on to item E 4.
 12 E 4. Utility Master Plan
 13 MS. NELSON: I have a verbal update on the
 14 utility master plan. Staff received the 90 percent
 15 plan for both the water and the waste water on
 16 December 22nd. We've been reviewing those plans,
 17 and our comments are due back to the consultant on
 18 Friday.
 19 The master plan -- the final master plan
 20 for both water and waste water is planned to be due
 21 February 23rd, and the Board of Trustees meeting on
 22 April 10th, you will have the consultant providing a
 23 presentation to the Board on summarizing the plan
 24 and just kind of giving you a cliff note version of
 25 what's in the master plan.

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1 CHAIR DENT: Any questions or comments?
 2 TRUSTEE TULLOCH: I think until we get an
 3 initial brief on it, it's hard to do anything. I
 4 think the utility master plan could potentially be a
 5 shocker for the Board. We could well be facing a
 6 capital cliff on the water utility side, and that
 7 would be reflective of most of the rest of the
 8 industry across the country, where a lot of
 9 infrastructure is going in at the same time.
 10 I warn my fellow Board colleagues and the
 11 community, it could be another shocker.
 12 CHAIR DENT: That will closeout item E 4.
 13 Moving on to item E 5.
 14 E 5. IVGID Magazine Survey Results
 15 CHAIR DENT: Receive a report and an
 16 update regarding the IVGID Magazine reader survey
 17 results. Marketing Manager Paul Raymore. Can be
 18 found on page 24 through 83 of your board packet.
 19 MR. RAYMORE: On pages 24 through 83 of
 20 your board packet is a report on the IVGID Magazine
 21 reader survey that was conducted during the summer
 22 of 2023, along with some background information on
 23 the IVGID Magazine, and our publishing agreement
 24 with CC Media for this publication.
 25 In the survey, in total we received 1,013

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1 survey results, 731 one of those were complete, and
 2 282 were partial, so folks who only complete part of
 3 survey before quitting.
 4 As mentioned in the executive summary you
 5 have in your packet, the purpose of the reader
 6 survey was kind of twofold. First, we wanted to
 7 solicit reader feedback on editorial content in the
 8 magazine, and, second, we wanted to solicit reader
 9 feedback on the value they get from the magazine.
 10 The survey results attached are the
 11 unfiltered results, but should you ever want to see
 12 filtered results based on how respondents answered
 13 certain questions within the survey, you can slice
 14 and dice the data however you wish to see it.
 15 With that, I'll be happy to answer any
 16 questions you may have.
 17 CHAIR DENT: Any questions?
 18 TRUSTEE TULLOCH: Perhaps you could
 19 clarify for me, who and what the IVGID Magazine is
 20 aimed at? I started reading through it, and half it
 21 seems like an internal staff magazine, half if it
 22 seems like a realtor's advertising slot, half of it
 23 seems just repeating stuff that's already on the
 24 website and probably, many cases, is out of date by
 25 the time the magazine hits the streets.

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1 Perhaps you can clarify, what is the
 2 editorial direction, what is the intended direction
 3 and focus of this? It must have some sort of
 4 purpose behind it, rather than just being a mishmash
 5 of collected stuff and anecdotes.
 6 MR. RAYMORE: As mentioned in kind of the
 7 history and overview section, the magazine evolved
 8 out of what was formerly kind of the Parks and
 9 Recreation activity guide. I would say that
 10 publication was simply a listing of all the programs
 11 and activities available in the Parks and Recreation
 12 departments.
 13 The magazine continues with a lot of that
 14 information, as that has always been information
 15 that a number of our -- many members of our
 16 community would like to receive, and we've gotten
 17 feedback that they like to see it in print and
 18 having a print option for that.
 19 In addition, the magazine is definitely
 20 targeted at our local residents, providing them as
 21 much information about activities, programs, venues,
 22 upcoming events, and other newsworthy items that we
 23 feel would be of interest to them.
 24 As you mentioned, it is not a daily
 25 newspaper and it's not even weekly or a monthly

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1 magazine, and so we do try to stay away from timely
 2 updates. A lot of the information needs to be what
 3 we call "evergreen," something that's not going to
 4 be out of date as soon as it's printed because we
 5 are putting all this information together a month in
 6 advanced and by the time it gets mailed out and
 7 delivered to people's doors, it's not necessarily
 8 something that's super timely anymore.
 9 So it's often a look ahead at upcoming
 10 programs and events, as well as, sometimes, look
 11 back on the some of the big, fun events that we've
 12 had, something like the trailer treats and the photo
 13 recap.
 14 TRUSTEE TULLOCH: Perhaps I was unclear,
 15 perhaps I should repeat my question: What is the
 16 objective of the magazine, what is the vision of the
 17 magazine? Because, again, it just seems a random
 18 collection of different things to fill space.
 19 MR. RAYMORE: This is one component of our
 20 overall District communications plan to keep our
 21 residents informed on the venues, the activities,
 22 the programs that are available to them.
 23 There are other components of that. We do
 24 newsletters, we maintain a website. But in the
 25 communications game, it pays to have multiple

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1 different channels because people consume
 2 information in different ways. Some people would
 3 prefer to get everything that they want to know
 4 about the District and the District's venues from
 5 the website, a lot of people do. Other people want
 6 to get email newsletters about that kind of
 7 information and that's good enough for some people.
 8 And then some people enjoy reading it in a print
 9 publication, and so we hope that this magazine helps
 10 for those folks that do.
 11 CHAIR DENT: Trustee Tulloch brings up a
 12 really good point. And if the Board isn't giving
 13 you direction on what would be in the magazine --
 14 this is not pointed at you Paul, but staff -- then,
 15 you know, staff's really taking what was there and
 16 kind of filling a void and finding things to put in
 17 there.
 18 We have talked about this before, and it
 19 might have been something to do with this, but we
 20 spoke to it, and I think there's item that needs to
 21 come back to the Board so the Board can decide what
 22 should be, at least some bare bones to what should
 23 be included in the magazine, I think it would be
 24 very important.
 25 Then, also -- I think we did talk about

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1 this at a board meeting, but who should be speaking
 2 on behalf of the District in the magazine? And
 3 whether it's the General Manager, whether it's the
 4 Chair, whether it's another trustee or another
 5 department head. But we should -- it seems like you
 6 would want to have certain people be your
 7 spokesperson, and there should be -- in a way, this
 8 follows your strategic plan or some sort of strategy
 9 behind it, which is what I think Trustee Tulloch was
 10 getting to.

11 I would love to see an item that comes
 12 back to the Board that allows us to give you some
 13 general input as to what information we would like
 14 to see included as a bear bones in the magazine.

15 I have a question, and it's relating to
 16 all the comments at the end of the very final
 17 question, number 19, and it's: Provide your
 18 feedback or tell us something else.

19 Is there a Wordle that goes along with all
 20 of these comments? As I flip through the pages, I
 21 see: Three to four times is enough. I see: Email
 22 is fine.

23 And it would be nice to see which of those
 24 words show up the most so we know really what the
 25 concerns are. I flip through these pages and I need

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1 to do some sort of statistical analysis to try and
 2 even begin to figure out what it is. But if there
 3 was a Wordle that could be used with all these
 4 comments, you could quickly understand that, hey,
 5 the biggest thing people are saying is once a year.
 6 The biggest thing people are saying is email or
 7 whatever it is. It will quickly help you decipher
 8 that information.

9 Maybe I missed it, and it was already in
 10 there, but just general question regarding number
 11 19.

12 MR. RAYMORE: I'm assuming the Wordle
 13 you're talking about is one of those word cloud
 14 visualizations of the day?

15 CHAIR DENT: Yeah. Just trying to make
 16 some sort of a sense of what it is. I can look at
 17 every page, I see "email," "waste of money," and you
 18 see on every single page so you know it's a theme.
 19 I didn't get into some of the more-wordy ones, and
 20 some of those are very brutal. So read one that was
 21 a paragraph and just seemed like a lot.

22 I guess trying to understand what's the
 23 big takeaway from that last section?

24 MR. RAYMORE: I would say it's difficult,
 25 because that last section, the question was: Please

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1 let us know any final thoughts you have that IVGID
 2 can best communicate updates on what's happening
 3 within the District to you.

4 And so people interpreted that question in
 5 many different ways. You obviously read through
 6 some of the responses. It's everything from actual
 7 commentary on the magazine to random topics that are
 8 just of interest within the District.

9 I don't -- I guess what I would caution is
 10 putting too much -- allowing question 19 to override
 11 what you see in some of the more specific questions
 12 focused on this magazine earlier, where we're truly
 13 asking about the content that people want to see in
 14 the magazine, the questions right before that, where
 15 people were giving star ratings to the different
 16 types of --

17 CHAIR DENT: I understand. I don't want
 18 you try and filibuster that question. It seems like
 19 there's a lot there and a way to try to understand
 20 what's there would be helpful is all I was getting
 21 at.

22 TRUSTEE NOBLE: Looking at information
 23 that was provided by Mr. Raymore, looking at page
 24 45, more than 70 percent of the respondents had
 25 found at least some value from the magazine. So I

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1 think that's a pretty good indicator that at least
 2 the information that's in there is at least in the
 3 right ballpark. There might be some tweaks and some
 4 other information that might be helpful, but if 70
 5 percent of respondents find it at least somewhat
 6 valuable and it goes up from there, I think that's a
 7 really good indicator.

8 Regarding whether or not to print copies
 9 or online -- and I would just point out on page 25,
 10 there's a opt-out option, and out of the 6,900
 11 parcel owners that receive the magazine, only eight
 12 have chosen to only receive the emailed version.

13 Again, words are one thing, but actions
 14 are another. I take from that that folks do like to
 15 get the hard copy.

16 And I do appreciate all work that went
 17 into putting this together.

18 TRUSTEE TONKING: I had a similar concern
 19 with you on question 19, so I went through and
 20 highlighted whether people wanted it to be printed,
 21 not printed, and if they liked it or not like it or
 22 if they were neutral. It was pretty much aligned
 23 with all the answers that you see here, so that felt
 24 like that the data was aligned to question 19.

25 On question 14, I also just thought it was

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1 interesting that if it was an online only
 2 publication, we see only 27 percent of the
 3 respondents say that they'd read it much less. The
 4 highest amount, 34, said they'd read it the same
 5 amount.

6 So one of my questions was instead of
 7 doing an opt out, maybe we do an opt in. That kind
 8 of deals with this 27 percent, and kind of like they
 9 will probably opt in and we'll see what happens with
 10 that high number. That was just a thought.

11 I really appreciate this data, it was
 12 really helpful, and a good way to look at it. I
 13 really appreciated that there was a lot of different
 14 methods in which people were asked to take the
 15 survey, so it wasn't just people who received the
 16 newsletter, it was also through emails, social media
 17 postings, and all that kind of stuff.

18 CHAIR DENT: I agree with the opt in
 19 comment. That's great.

20 TRUSTEE TULLOCH: I think to Trustee
 21 Noble's point, I think we need look at the numbers.
 22 This goes out to 6,900 parcels, plus various other
 23 ones, and we've got 743 completed requests, that's
 24 about ten percent. I think we need to be careful
 25 reading if 50 percent of ten percent want to keep a

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1 printed copy and think that there is value to it,
 2 that's five percent.

3 So I think we need to put these in
 4 perspective. Again, just the way the question's
 5 worded, it's so open, there's penalty for saying,
 6 well, there's no evaluation, it's just a case of
 7 would you like this? Oh, yes, this is good.

8 It's about like saying, do you think your
 9 taxes -- do you think the government should pay for
 10 these things? Yes. Yes. Do you think your taxes
 11 are too high? Oh, yes. Yes. Yes.

12 You need to rationalize the answers. But
 13 if I move on to something else, there's much play of
 14 the magazine only costs \$25,000, and so the \$25,000
 15 instead of the \$20,000 to mail it. I have yet to
 16 see any costs for the hours associated with
 17 producing it. That's your time, Paul. Your time's
 18 not free. If you're doing that, you're not
 19 addressing -- obviously it's taken up some of your
 20 time.

21 Can you give us an idea of what the actual
 22 staff time consumed is and what the costs is
 23 associated with that and what budget that gets
 24 charged to?

25 MR. RAYMORE: We've done -- each one

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1 varies in terms of content and the workload on
 2 different departments. On average, I would say it
 3 probably takes about 40 hour of staff time per
 4 edition. That's spread across a wide swath of --
 5 certainly the biggest burden falls on the marketing
 6 team, myself. The communications coordinator and
 7 our marketing coordinator do a lot of editing work
 8 and wrangling of data. But every department that
 9 contributes, obviously, there's some staff time
 10 involved, so it's difficult to put true numbers on
 11 how much time that is.

12 A lot of this information comes from the
 13 information that would go on the website anyway. I
 14 don't think it's necessarily staff time solely to
 15 this magazine. A lot of it is really just to
 16 summarize what the capital improvement projects that
 17 are coming up in the next three months are for the
 18 magazine, which is something that they're taking
 19 content that they would probably produce for you
 20 guys, as well as for the District website, and
 21 editing it down to a more readable format for the
 22 magazine.

23 But if you want to, we can spend -- try
 24 for this next edition to have everybody track their
 25 time and report back to you precise hours on how

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1 much that takes to put one together.

2 TRUSTEE TULLOCH: That would be very
 3 helpful before we put out something saying the
 4 magazine only costs us \$25,000, which is a 20
 5 percent increase from the \$20,000 estimated
 6 originally. I think once we start tracking time and
 7 see what the realistic costs of it is, then it
 8 becomes a much more important item. It's a case of
 9 what -- where are the resources best concentrated?
 10 If this is just part of a scatter gun marketing
 11 approach, let's just throw this out there and see
 12 there.

13 I'm actually not quite sure what it
 14 actually markets. It's, perhaps, communication, but
 15 certainly not sure what it's marketing apart from
 16 realtors from looking at the magazine. I mean, I
 17 think it's important to understand what is involved
 18 in this. If you're saying it's only 40 hours of
 19 time to do this between yourself and your
 20 communications coordinator, that's something -- I
 21 suspect it's rather than more than that, having
 22 done -- seen the work involved in many of these
 23 things.

24 Let's just be realistic about it and not
 25 just downplay what it is, because it's more than

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1 just postage.

2 CHAIR DENT: One add to that is just

3 really what's the problem we're trying to solve or

4 who is our target, what's our strategy? What kind

5 of bigger questions.

6 I do want to thank you and your team for

7 what you guys do. I see all the posts, especially

8 Diamond Peak, all the ski stuff this time of year to

9 get people out there, so appreciate that.

10 But I would love to have you guys come

11 back so you can give a little bit of a guidance

12 around what the magazine should be.

13 MR. RAYMORE: If I may, if we can do that

14 here, I would love to hear some of that feedback

15 from the Board or happy to come back at any further

16 time.

17 CHAIR DENT: We would be getting off topic

18 with that just because this is IVGID Magazine survey

19 results, I think, diving into what should be

20 included and not included. Let's just put in on an

21 agenda item for another time.

22 MR. RAYMORE: Okay. Keep in mind that the

23 reader survey, the primary goal was to figure out

24 what our readers think the magazine should be. What

25 content they want to see, and we're going to use

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1 their answers in those latter questions about

2 specific content that they want to see more of and

3 how value specific content in the magazine to make

4 some of those editorial decisions moving forward.

5 I'd love to have your input as well, and,

6 obviously, this evolves as the District sees fit.

7 The marketing team is definitely not overly invested

8 in the magazine at all. If you guys do not want to

9 do it, then we would be happy to move on to other

10 things.

11 But if you were to look, just show me

12 question 3, what is your age, and tell me that

13 you're asking me as a marketer to come up with a way

14 to distribute information to the Incline Village

15 community and looking at the age ranges represented

16 there, I would say that a print publication is a

17 really good way to target that group. Obviously it

18 doesn't work for everybody, but we're, as we know,

19 it's a little bit older, a lot of folks like to read

20 an actual print publication.

21 Let me know when you want to bring back an

22 item to actually get feedback from the Board on

23 content. We'd love that.

24 CHAIR DENT: Okay. We'll work with the

25 General Manager to bring something back next month.

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1 MR. RAYMORE: Okay. And then if I may,

2 just one more quick thing. Hopefully at that

3 meeting, we can get some direction because we are

4 coming up, our contract with CC Media for the

5 publishing agreement goes this calendar year. Their

6 advertising contracts, if we want to continue with

7 it, typically go about a year out. They are going

8 to be looking to renegotiate that contract for 2025

9 and beyond very soon here.

10 If we can start that process sooner rather

11 than later, I'd appreciate it. And maybe appoint,

12 if possible, we can appoint a board liaison to help

13 me with that negotiation, that would be great.

14 CHAIR DENT: Okay. And I would just say

15 maybe the item you bring back next month includes

16 both topics.

17 MR. RAYMORE: Okay.

18 CHAIR DENT: Any other questions,

19 comments?

20 All right that closes out item E 5.

21 Moving on to item E 6.

22 E 6. Treasurer's Report

23 CHAIR DENT: December 2023 activities.

24 Treasurer's report. Found on page 84 through 102 of

25 your board packet.

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1 TRUSTEE TULLOCH: I'll call on Finance

2 Direct Magee come to the mic as well. As you'll

3 see, we've been continuing to refine the treasurer's

4 report, trying to make it actually meaningful and

5 readable information. We've got rid of the

6 six-point print font that used to be. Hopefully, we

7 still have further work to do, but now we can get a

8 pretty quick visual assessment of where we are on

9 that expenditure and various different areas. We

10 still need to do further drill downs on that, staff

11 is still working on that. I think they've done a

12 very good job so far.

13 If you look at page 88, that's still a

14 work in progress with some more subdivisions

15 required there. I think it's certainly starting to

16 shape up. It gives us a quick and easy way now of

17 looking through it. I welcome more feedback from

18 the Board on how we can further refine it, also from

19 the community as well.

20 Hopefully, it's starting to answer the

21 questions, and should hopefully start reaching some

22 of the PRR requests as well.

23 You'll see this month we've also added the

24 procurement card transactions, starting on page 99

25 and 100, and just actually publishing that,

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1 highlighted a few things. We found a case of a card
2 for an employee that had left several months ago
3 still been used to make transactions, so we -- it's
4 not been wasted. I think we can add further to this
5 because there's still insufficient identification on
6 some of these procurement card transactions, and
7 that's the feedback we've been getting.

8 I think it's -- we're now getting to a
9 manageable and intelligible report here, I believe.
10 I'd welcome feedback from the rest of the Board.

11 MR. MAGEE: One thing I will point out to
12 your point is that by looking through these things,
13 we have identified a number of transactions that --
14 I shared with the treasurer that I typically try to
15 pick a few transactions every month to let staff
16 know that I'm going to spot-check something. We go
17 in and spot-check and just grab a few random items.

18 By pulling this P card report, we did
19 notice that these transactions were made on the card
20 of a former employee, and the treasurer had asked me
21 to briefly look into that one and address that one
22 tonight.

23 What I discovered was there was a previous
24 practice that was leftover from a former
25 administration where if an employee were to separate

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1 spot-checking, ones that have no description might
2 be ones in particular that would be worthwhile to
3 spot-check. Not all of them, but at least some, so
4 that helps encourage staff put better descriptions
5 down or at least some description so that it --
6 there's at least an idea that it matches with what
7 the dollar figure is.

8 MR. MAGEE: Yes. Thank you, Trustee
9 Noble.

10 Just to let you know, and I should have
11 mentioned that, I was remiss in not mentioning that,
12 I did ask staff to look into each one of those
13 transactions to make sure that, even though the
14 description did not hit this report, that there was
15 proper documentation in the system which supported
16 the charge.

17 We're currently going through that
18 process. And I further directed staff to bring any
19 of those that do not have descriptions in our
20 financial system in the future to my attention
21 immediately, and we'll make sure to start getting
22 those addressed in the future so they do not hit
23 this report without a description on it.

24 TRUSTEE TULLOCH: Yes, I fully agree,
25 doing that.

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1 from the District, that card would actually be given
2 to another individual to use until such time as they
3 received their own card. And what I had found was
4 that in the case of this card, there were recurring
5 charges that were hitting it, and so that practice
6 had just continued without my knowledge. As soon as
7 I found that out, I immediately directed staff to
8 cancel that card and to make other payment
9 arrangements with that vendor.

10 So these are the types of things that I
11 think are starting to come to light, and when we
12 find them and discover them, we immediately correct
13 and make course corrections and identify what best
14 practices need to be put in place.

15 TRUSTEE NOBLE: Just one suggestion. I
16 think, Trustee Tulloch, you had mentioned this, but
17 with regard to Appendix C and the P card
18 transactions, under the description, having
19 something that is meaningful, doesn't have to be a
20 narrative or anything, but just a quick blurb that
21 explains what it's for.

22 There's a few that are missing and some
23 that are several thousand dollars, and so it would
24 be helpful to know what those were for. And then
25 obviously I would think, Mr. Magee, if you're

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1 The other thing I've asked Mr. Magee to
2 look is identify which department and which part of
3 the business these charges are being incurred by,
4 rather than just being lumped into general. Some
5 cases we know it, we can see it from the user of
6 what it's for, but I think it would be helpful to
7 understand where the largest use of it and things
8 are is as well, if need be, we can modify the
9 policies, but I think that's a great suggestion.

10 Thank you.

11 CHAIR DENT: Follow-up question: This
12 report, the procurement card report, the check
13 register and then the visuals, how much time is
14 spent doing this? How much of this, I guess, is
15 automated? How much of this is manual? Just trying
16 to gauge.

17 I like the visuals. I feel like we're
18 offering a lot of information, and it's helpful at
19 our level, as well as the community level to see
20 this, but just like a little understanding of how
21 much time is involved in this.

22 MR. MAGEE: As we revise this process, the
23 amount of time going into actually pulling this
24 information has gone down significantly.

25 Now, when we first presented the very,

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1 very draft of the new treasurer's report to the
 2 treasurer, that took us several hours to figure out
 3 ways to pull the data, present the data, and get his
 4 feedback, go back and forth several times. And then
 5 as we've moved through this report through
 6 several months now, we're really starting to narrow
 7 this down where it's taking a couple hours of staff
 8 time every month.

9 We're getting pretty efficient with it,
 10 and we anticipate that we'll continue to see
 11 incremental gains as we narrow these things down,
 12 what the actual staff time is.

13 CHAIR DENT: I appreciate that. Thank
 14 your team for putting this together, along with
 15 Trustee Tulloch.

16 Anyone else have any questions or
 17 comments?

18 TRUSTEE TONKING: I wanted to thank you
 19 for creating Appendix A. Thank you.

20 CHAIR DENT: That will close out item E 6.
 21 Moving on to item F.

22 F. CONSENT CALENDAR

23 CHAIR DENT: Is there a motion to accept
 24 the consent calendar?

25 TRUSTEE TONKING: I have question on it,

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1 and I messed up at the agenda. Can I ask a
 2 question? Is that allowed or do we have to pull it?

3 CHAIR DENT: I think if we're going to ask
 4 a question regarding an item on the consent
 5 calendar, then we'd have to make a motion to approve
 6 the items you don't have questions about, and then
 7 we'll move the one that doesn't get approved on
 8 consent to general business.

9 TRUSTEE TONKING: I think it will be a
 10 fast question, so I apologize for this.

11 I move that we approve consent calendar
 12 item F 1 and F 3.

13 CHAIR DENT: F 1 and F 3. Okay. Motion's
 14 been. Is there a second?

15 TRUSTEE TONKING: I'm sorry. And F 4.

16 CHAIR DENT: And F 4.

17 Motion's been made and amended to be items
 18 F 1, 3, and 4. Is there a second?

19 TRUSTEE NOBLE: Second.

20 CHAIR DENT: Motion's been made and
 21 seconded to approve the consent calendar. All those
 22 in favor, state aye.

23 TRUSTEE TONKING: Aye.

24 TRUSTEE TULLOCH: Aye.

25 TRUSTEE NOBLE: Aye.

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1 CHAIR DENT: Aye.
 2 Opposed? Motion passes, 4/0.

3 Given that consent calendar item number F
 4 2 was not approved, Sergio, we're going to now make
 5 that item G 1. Is that all right?

6 MR. RUDIN: Yeah. Absolutely.

7 CHAIR DENT: Okay. Thank you.

8 Item F 2 will now become item G 1. Item F
 9 2 -- formerly F 2, now G 1.

10 G. GENERAL BUSINESS

11 G 1. Appointment of Mike Lefrancois/CIC

12 CHAIR DENT: Review, discuss, and possibly
 13 approve the appointment of Mike Lefrancois to fill
 14 at-large vacancy for the CIC committee. Requesting
 15 trustee, Trustee Tulloch. Can be found on page 131
 16 of your board packet.

17 Trustee Tulloch, you can have the floor.
 18 Or Trustee Tonking, given that you pulled the item
 19 for question.

20 TRUSTEE TONKING: I'm totally okay with
 21 him being on the committee. My only question is if
 22 this sets a precedent that we aren't going to open
 23 vacancies back out. So like when we do Audit
 24 Committee vacancies in the past, as the only-other
 25 previous board, we've always put them back out, and

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1 I understand there's only one meeting. I just want
 2 to make sure we're not setting a precedent to do
 3 this going forward. That is my only concern.

4 TRUSTEE TULLOCH: I can respond to that.
 5 It's a very good question, and we shouldn't set a
 6 precedent.

7 The fact was here this was the first
 8 runner-up in that the position he's replacing was
 9 never actually filled, the appointment was never
 10 actually made, and that's why we did it this way
 11 this time. The replacement never attended -- failed
 12 to attend the first meeting and stepped down before
 13 that, and that's why we felt it was the easiest way
 14 to do it.

15 TRUSTEE TONKING: Then I'm okay with it.
 16 I just wanted to clarify that one point.

17 CHAIR DENT: I want to add one other thing
 18 to that. We had done this exact same thing with
 19 appointing a trustee to the Board. We have done --
 20 we have reached out to Audit Committee candidates,
 21 when we've had Audit Committee members resign, and
 22 say, Hey, do you want to be on that committee?
 23 You're already been vetted, we had someone resign.

24 So I feel like as long as it's a runner-up
 25 or someone within that group, given how close this

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1 was to the actual appointment, I feel like it was
 2 relevant. I feel like our approval has lagged by
 3 many months from when I -- I spoke with Mike four or
 4 five months ago when he was here.
 5 But I understand your concern with it,
 6 Trustee Tonking.
 7 TRUSTEE TONKING: I just wanted to clarify
 8 it, that's all.
 9 I move that the Board approve the
 10 appointment of Michael Lefrancois to fill the
 11 at-large vacancy on the Capital Investment
 12 Committee.
 13 CHAIR DENT: Motions's been made. Is
 14 there a second?
 15 TRUSTEE NOBLE: Second.
 16 CHAIR DENT: Motion's been made and
 17 seconded. Any further discussion by the Board? All
 18 those in favor, state aye.
 19 TRUSTEE TONKING: Aye.
 20 TRUSTEE TULLOCH: Aye.
 21 TRUSTEE NOBLE: Aye.
 22 CHAIR DENT: Aye.
 23 TRUSTEE TULLOCH: I should apologize to
 24 Mr. Lefrancois. I was tardy in actually putting
 25 this motion forward. Entirely by fault.

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1 is a couple of items, which I know you all have an
 2 opportunity to take a look at what the proposed
 3 calendar is, and we would be happy to receive any
 4 feedback or comments that you may have on that. But
 5 we ask that you do not approve the calendar, that
 6 you received and file the draft budget calendar so
 7 that it gives us a little bit of flexibility within
 8 the process.
 9 And then item number 3 of recommendations,
 10 I did have a conversation with Board Chair this
 11 week, and she had suggested to me that she was
 12 interested in placing the FlashVote priority survey
 13 onto the Board's agenda as well. After we talked
 14 about it, we decided to combine this into this
 15 particular board item, and we are seeking some
 16 direction from the Board on when you would like to
 17 see that FlashVote priority survey brought back.
 18 And so a couple of options that we see the
 19 Board may wish to consider is if you will note on
 20 page 262 of 317 is the budget calendar, about half
 21 way down the page there, you'll see that the Board
 22 of Trustees special meeting for a strategic budget
 23 planning retreat would be sometime during the week
 24 of February 12th.
 25 And so with respect to the FlashVote

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1 CHAIR DENT: Congratulations, Mike. We
 2 look forward to your addition to the committee.
 3 We're going to take a five-minute break.
 4 We will resume at 7:30.
 5 (Recess from 7:26 P.M. to 7:33 P.M.)
 6 CHAIR DENT: We are back. We just closed
 7 out item G 1, formerly F 2. Moving on to item G 2.
 8 G 2. District-wide Budget Calendar/2024-2025
 9 CHAIR DENT: Approval of the District-wide
 10 budget calendar for physical year 2024-'25. Can be
 11 found on pages 258 through 264 of your board packet,
 12 and requesting staff member, interim Director of
 13 Finance Bobby Magee.
 14 MR. MAGEE: This item is essentially
 15 presenting what we see as the proposed budget
 16 development timeline on significant events that
 17 would be of interest to the Board.
 18 And so this is very draft form. It is
 19 intended to have a little bit of flexibility within
 20 the process so that as things happen, which they
 21 always do during a budget season, that we have a
 22 little bit of flexibility that we can report back to
 23 the Board if any of these dates need to move for any
 24 reasons at all.
 25 What we're asking the Board to do tonight

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1 survey, the options would really be: Would the
 2 Board like to see that advance of that special
 3 budget meeting? In theory, have that presentation
 4 sometime in January, and then have the finance
 5 department come back with the strategic budget
 6 planning retreat at a later date. Or would the
 7 Board prefer to agendize both items on the same day
 8 as one special meeting sometime during the week of
 9 February 12th? We could, in theory, have the
 10 FlashVote survey presented first, and then we would
 11 move on later into the strategic budget planning
 12 retreat, which I would anticipate will take
 13 several hours during that special meeting.
 14 And so with that, that I'm available for
 15 any questions and would be happy to receive the
 16 Board's feedback.
 17 TRUSTEE TONKING: To answer your first
 18 question, I think we should probably do the
 19 FlashVote part in January, and then move into the
 20 planning retreat.
 21 Is there any chance we can either do the
 22 week before or the week after? My week that week, I
 23 was going on to say on long range, I won't be at the
 24 14th meeting either. I have some prior commitments.
 25 MR. MAGEE: Yes. Absolutely. If we were

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1 to move that meeting, my suggestion would be to push
 2 it back one week, just as we're trying to map out
 3 our internal processes. I think moving up a week
 4 would put a lot of additional pressure on the budget
 5 team right now.

6 TRUSTEE TONKING: That's totally fine.
 7 That would be great.

8 TRUSTEE TULLOCH: Don't quite go with that
 9 yet, Bobby. I need to check my calendar. I think
 10 the next week becomes problematic for me, but I'll
 11 check that and get back to you as well. I think I'm
 12 supposed to be out of state that week, but I shall
 13 check. That'll depend on snow as well.

14 With regard to the FlashVote survey, if we
 15 go back to the -- we haven't yet made any progress
 16 on the Moss Adams, the primary Moss Adams'
 17 recommendation that the Board should be reviewing,
 18 and we should be regenerating the strategic plan. I
 19 think we need to make sure that we combine that with
 20 this, rather than just say, okay, we've got
 21 FlashVote survey, so we'll just move ahead on that
 22 basis. I think the FlashVote survey gives us good
 23 guidance on that, but I think we need to be looking
 24 at the strategic plan as whole because that's what
 25 really plays into the five-year budget as well.

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1 Certainly, the FlashVote survey gives us
 2 some guidance, but I think we need more than just a
 3 presentation; I think we need some real Board
 4 discussion and things on that.

5 MR. MAGEE: Understood. And I'm just
 6 looking at the calendar here. I think that if we
 7 had one trustee unavailable the week of February
 8 12th, another trustee unavailable the following
 9 week, if we were to push that special meeting back
 10 by two weeks, we could still make that work.

11 We'll just do some of our additional prep
 12 work in advance, and we'll continue to move forward
 13 with everything that we can that we know may be of
 14 interest to the Board. And we could make that work.

15 TRUSTEE TULLOCH: Carry on, Bobby. I'll
 16 just check and see.

17 CHAIR DENT: Before we go on, Trustee
 18 Tulloch, are you good with moving forward with the
 19 presentation from FlashVote in January?

20 TRUSTEE TULLOCH: I think that's useful.
 21 Ideally, I think that's -- I'd keep them fairly
 22 close together so we've not forgotten the results of
 23 the FlashVotes as well. To me, that becomes part of
 24 the input to the strategic plans process.

25 CHAIR DENT: Just so you guys know, Chair

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1 Schmitz asked me to follow up with Mr. Lyons. And
 2 then also she's out of town, so it would be anywhere
 3 from like the 24th through the 7th -- or I guess
 4 24th through the end of month, if we're talking
 5 January, 24th through the end of the month that
 6 Mr. Lyons could potentially be available.

7 Just a heads-up on that.

8 TRUSTEE NOBLE: With regard to schedule,
 9 if we have that meeting the week of February 19th,
 10 I'll have to call in remotely because I won't be in
 11 state.

12 CHAIR DENT: Are you okay with the January
 13 review of the FlashVote?

14 TRUSTEE NOBLE: Yes.

15 CHAIR DENT: Okay. Awesome.

16 We're looking for a motion, or Trustee
 17 Tulloch was going to look at his calendar and then
 18 we would be entertaining a motion for the calendar,
 19 this draft calendar, and if we can't come to a date
 20 for that meeting, at least we know it's somewhere
 21 towards the end of February. We can all do that
 22 offline, along with -- we can have Heidi coordinate
 23 with us on what will work with Mr. Lyons.

24 TRUSTEE TULLOCH: The week of the 12th is
 25 bad for me as well. Probably the week of the 19th

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1 is better. I've got a fairly crowded race calendar
 2 here.

3 TRUSTEE TONKING: I move that the Board of
 4 Trustees accept the draft budget calendar with the
 5 discussed date changes, and working with Heidi to
 6 figure out the exact dates that work for all
 7 trustees.

8 And then to have a special Board of
 9 Trustees meeting for Kevin Lyons of Government
 10 Science, Inc., to review and discuss the results of
 11 the FlashVote priority survey as part of the Board's
 12 strategic budget planning retreat and capital
 13 improvement five-year plan sometime by the end of
 14 January.

15 CHAIR DENT: Motion's been made. Is there
 16 a second?

17 TRUSTEE NOBLE: Second.

18 CHAIR DENT: Motion's been made and
 19 seconded. Any further discussion by the Board?

20 Seeing none, I'll call for question. All
 21 those in favor, state aye.

22 TRUSTEE TONKING: Aye.

23 TRUSTEE TULLOCH: Aye.

24 TRUSTEE NOBLE: Aye.

25 CHAIR DENT: Aye.

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1 Motion passes, 4/0. That will close out
 2 item G 2. Moving on to item G 3, formerly G 2.
 3 G 3. Purchasing and Contract Administrator
 4 Position
 5 CHAIR DENT: Review, discuss, and possibly
 6 authorize the Human Resource Director to recruit and
 7 fill a vacant District purchasing and contract
 8 administrator position and approve the necessary
 9 related funding. Requesting staff member, Director
 10 of Human Resources Erin Feore and interim Finance
 11 Director Bobby Magee. Can be found on pages 265
 12 through 270 of your board packet.
 13 MR. MAGEE: This item is really a
 14 continuation of previous board actions to establish
 15 what is essentially known as the District purchasing
 16 and contractor administrator position from a couple
 17 of years ago. That position was ultimately left
 18 unfilled and unfunded.
 19 As we have continued to move through this
 20 process of evaluating the fiance department, one of
 21 the things that the Board had directed me to do at
 22 -- we had several meetings throughout August and
 23 September where the Board had directed me to
 24 continue to evaluate overall staffing needs of the
 25 finance department.

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1 begin to provide services on a District-wide basis.
 2 And that's why we're asking for that position to be
 3 transferred over as well.
 4 So as you'll note on here, if this item is
 5 approved, we are recommending the salary range for
 6 the purchasing and contracts manager be a Grade 33.
 7 Erin and I have worked on that quite a bit, that is
 8 commensurate with what other managers are making
 9 within the finance department, as well as some of
 10 the salaries that we've seen out in the public for
 11 these types of position.
 12 And then we're also asking that if this
 13 item is approved, to direct finance staff to add
 14 this to the overall budget augmentation that we are
 15 anticipating bringing back to the Board on
 16 February 14th currently.
 17 Whether contracts administrator position
 18 is -- the funding for that position is transferred
 19 at this item or not is still under evaluation. I
 20 just want to be clear about that. We're -- the
 21 theory would be to hire the manager position and
 22 then to move to contract administrator position
 23 over -- I'm sorry -- the Public Works contracts
 24 administrator position over. It would take us a few
 25 months to recruit and have an individual on board.

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1 As we've continued to move through a
 2 number of challenges related to procurements and to
 3 contract administration, we've realized that we're
 4 asking staff District wide to be experts on
 5 processes that they only do a handful of times each
 6 year, as opposed to having one individual that is an
 7 expert on this, that stays current with all
 8 applicable laws, rules, regulations, and best
 9 practices.
 10 And so that was kind of the thought
 11 process behind the original recommendation. And
 12 then we started working with the General Manager and
 13 the Director of HR on what that would look like if
 14 we brought this recommendation back to the Board.
 15 Ultimately, what we thought would be the
 16 most logical recommendation for staff to make would
 17 be to convert this position from a District
 18 purchasing and contract administrator position to a
 19 purchasing and contracts manager. And as part of
 20 that, we would establish what is essentially a
 21 purchasing and contracts division within the
 22 department of finance.
 23 As part of that, the Public Works contract
 24 administrator, who is only providing services right
 25 now, in theory, to the Public Works department would

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1 I know there's been some discussion about
 2 whether the funding should follow that Public Works
 3 position or not at this time. It's still under
 4 evaluation, and so I just want to be clear with the
 5 Board that we would finalize that recommendation if
 6 these actions are approved tonight and bring that
 7 back on February 14th, whatever that decision would
 8 ultimately be.
 9 With that, I'm happy to answer any
 10 question the Board may have.
 11 TRUSTEE TULLOCH: Can I say can I have a
 12 halleluiah? I've been pushing for this position for
 13 over two years. I think it's an absolutely critical
 14 position. I'm glad to see it's been retitled. In
 15 terms of the job description, we need to be a bit
 16 more comprehensive on it as well. It's not just an
 17 administrator position. I would expect this to be a
 18 hands-on procurement professional that's going to
 19 drive that and drive strategic sourcing for the
 20 District. Somebody that actually understands
 21 contracts and how to negotiate. I think it's there.
 22 Some of the things we need to think of, we
 23 should -- there should be savings -- the job
 24 description should include setting savings targets,
 25 we expect this person to be, at absolutely minimum,

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1 should be self-funding in terms of the savings. It
 2 should also be responsible for oversight of savings
 3 delivery and things as well, make sure we're
 4 actually delivering the claimed savings.
 5 I think it's a huge step forward. With
 6 regard to transferring the funding for the Public
 7 Works contract administrator, I suspect it's
 8 probably less of a big deal. By the time we get
 9 somebody in the position here, if we're waiting
 10 until then to transfer the person, you're probably
 11 looking at two to three months max in the
 12 financial year, so you're probably only talking
 13 about 35-, 40,000 delta or something. It's probably
 14 less of an issue in terms of that, but I could be
 15 wrong.
 16 But, yeah, you have my full support on
 17 this. It's -- I think I first suggested it to the
 18 previous general manager when I was first appointed
 19 to the Audit Committee. It became glaringly
 20 obvious, anybody and everybody purchasing in the
 21 District, and no contract control, no negotiation or
 22 anything. We're just price takers.
 23 TRUSTEE TONKING: Can you explain more
 24 what you're trying to do with moving the Public
 25 Works contract administrator too over to the finance

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1 department? I'm still a little confused on that,
 2 and the memo doesn't really go into it.
 3 MR. MAGEE: Yeah, sure.
 4 The intention is to really establish a
 5 District-wide division that provides services to all
 6 departments. And right now, that particular
 7 position is filled by an individual that is really
 8 focused on just Public Works items. And I think
 9 that if the finance department were to take on
 10 District-wide, it would support this person
 11 providing those services on a District-wide basis,
 12 even though she has very, very specific knowledge
 13 with respect to the Public Works department itself.
 14 MS. FEORE: If I may, I wanted to mention
 15 that if that is a change that will be recommended,
 16 obviously as a reminder, this is a union position,
 17 so it would require some feedback with the union as
 18 well, given the tenure of the employee and the
 19 experience that she has with the Public Works team.
 20 The mechanics of it still need some smoothing.
 21 Also, Trustee Tulloch, to your point on
 22 the job description, job descriptions are fluid and
 23 they change all the time. Recommendations are
 24 always welcome and very appreciated, and we can
 25 update as needed.

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1 TRUSTEE TONKING: I am great with this
 2 position. I'm a little concerned about item F of
 3 the motion. I just feel like we need to have gone
 4 through some union negotiations, and maybe that's
 5 something we do later or item 5 of this motion.
 6 And so that's my one concern, but I think
 7 this position will be a great asset to the District.
 8 That's just kind of where I'm sitting right now.
 9 MS. FEORE: If I may again?
 10 CHAIR DENT: Go ahead.
 11 MS. FEORE: The management right afford us
 12 under the contract to move positions to other
 13 departments. Where my concern would be, if we were
 14 moving the position to become District wide, that
 15 would be a material change to the job description,
 16 and that, in and of itself, just requires some
 17 additional review and evaluation. Again, this is
 18 separate from the position itself that we're
 19 proposing.
 20 But with the position moving to the
 21 finance department, obviously there are some
 22 internal things that we would need to look at
 23 because this person does even more than just the
 24 contracts. There are other things that she does
 25 that provides tremendous value to the team, as she

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1 has been with the Public Works team for a very long
 2 time.
 3 Again, want to be very careful in what I'm
 4 saying here, but as to moving the position to
 5 another department under the contract, we would not
 6 have a problem with that. That said, I always do
 7 try and work cooperatively with the union so we get
 8 ahead of these kinds of questions and concerns.
 9 That would absolutely be evaluated as
 10 well.
 11 TRUSTEE TULLOCH: I'm just looking at the
 12 wall behind me, it's One District/One Team. I think
 13 it's important if we're basically centralizing a lot
 14 of the procurement leadership and administration. I
 15 think it makes sense to have some more professional
 16 guidance in terms of that. No disrespect to Public
 17 Works, but most of them are not procurement
 18 professionals or negotiated professionals and
 19 things.
 20 I think it could be a huge advantage to
 21 this person to have some real professional support
 22 there. I think it makes sense moving it across. I
 23 hear the comments, and obviously that needs to be
 24 gone through. If the volume of work exists there in
 25 Public Works, it's still going to exist. It's not

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1 going to exist because she's sitting in a different
 2 chair.
 3 CHAIR DENT: I will entertain a motion on
 4 this item.
 5 TRUSTEE TULLOCH: I'll make a motion that
 6 we, the Board of Trustees, accepts the
 7 recommendations as listed here, recommendations 1 to
 8 5, on page 265.
 9 CHAIR DENT: Motion's been made. Is there
 10 a second?
 11 TRUSTEE NOBLE: Second.
 12 CHAIR DENT: Motion's been made and
 13 seconded. Any further discussion at this time?
 14 Seeing none, call for question, all those
 15 in favor, state aye.
 16 TRUSTEE TULLOCH: Aye.
 17 TRUSTEE NOBLE: Aye.
 18 CHAIR DENT: Aye.
 19 Opposed?
 20 TRUSTEE TONKING: No.
 21 CHAIR DENT: Motion passes, three to one.
 22 That will close out item G 3. Moving on
 23 to item G 4, formerly G 3.
 24 G 4. Recruitment Process/General Manager
 25 CHAIR DENT: Verbal update on recruitment

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1 progress of the general manager position.
 2 Discussion of possible direction to staff regarding
 3 contract template and interviews schedule.
 4 Requesting staff member, Director of Human Resources
 5 Erin Feore. Can be found on pages 271 through 272
 6 of your packet.
 7 MS. FEORE: Trustees, to get you an
 8 update, we did have a meeting with Bob Hall and
 9 Associates. They did present to us some additional
 10 candidates. Of the entirety of list, we have
 11 narrowed down the candidates to four. We are very
 12 excited to present these candidates to you.
 13 So a couple of things that I need to get
 14 direction on moving forward, first, we would like to
 15 have the draft template of the contract reviewed
 16 just to kind of get ahead of the game a little bit
 17 so that any questions or conditions can be noted and
 18 that can be updated. Obviously, I'm working very
 19 closely with legal on this. And so that is one
 20 decision point that would be helpful to have today.
 21 And then the second decision point is,
 22 given the mechanics of the interview, which do have
 23 to be done in a public setting, estimating
 24 approximately an hour to an hour and a half for each
 25 candidate, it's going to be a pretty long meeting if

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1 we try to wrap it into other general business items.
 2 So we are proposing that the Board consider a
 3 special meeting. It's possible in February. From
 4 what we're hearing from a couple of trustees, it
 5 sounds like this could be tricky for February, so
 6 worst case scenario is early, early March, would be
 7 our recommendation. But we are recommending a
 8 meeting so as not keep people working until midnight
 9 or beyond.
 10 Those are the two things that I wanted to
 11 present.
 12 TRUSTEE NOBLE: What about the first week
 13 of February? I was wondering if that's -- other
 14 trustees would be amenable to that? I'd like to
 15 move on this sooner rather than later.
 16 CHAIR DENT: Erin, how would -- I'll go to
 17 the Board, but how soon could you bring this
 18 forward? Moving it forward a month rather than back
 19 a month, would that work?
 20 MS. FEORE: We could make this happen as
 21 early as that timetable. The folks I'm working with
 22 over at Bob Hall and Associates have notified the
 23 candidates that the Board has an interest in moving
 24 this forward as quickly we can, based on our
 25 schedules.

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1 I would presume, given that it's January
 2 10th, if we came up with a date the first week of
 3 February, they would have no problems making those
 4 scheduled arrangements to be here.
 5 CHAIR DENT: What's everyone's calendar
 6 look like? Is this something we handle offline?
 7 (Inaudible cross talk.)
 8 CHAIR DENT: Erin, we will get back to
 9 you, or if you could send the Board an email, and we
 10 will -- through the clerk, and then that way, we can
 11 coordinate something that works for the first week
 12 in February.
 13 TRUSTEE TULLOCH: Director Feore will not
 14 be surprised by this.
 15 I'd like to express my extreme
 16 disappointment. When we talked with the recruitment
 17 consultants about this, we stressed that we're
 18 looking for somebody with deep operations
 19 experience, changed management, not just a lifetime
 20 public, local government public employee.
 21 I understand none of the candidates have
 22 been put forward have had any private sector
 23 experience, P and L experience, or deep operational
 24 experience. I think we're just perpetuating,
 25 sticking in the same rut.

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1 Having spoken with a recruitment
 2 consultant who is supposed to be a recruiter, I was
 3 informed that, basically, his only outreach to the
 4 private sector was sending the job description to
 5 various human resources departments. That's not my
 6 professional experience how a recruiter works. As
 7 somebody that probably gets a call probably every
 8 other week from recruiters, normally it's more
 9 targeted.

10 It's kind of an ironic situation. The
 11 General Manager is the Board's only employee, yet we
 12 get no visibility to all the candidates presented.
 13 We've just got to take what's presented to us. We
 14 have no insight into what we're getting. And I'm
 15 not sure how we're supposed to be able to move the
 16 District forward to drive the change that we've
 17 committed to when we have no insight to the
 18 candidates.

19 I've spoken with Sergio and Erin about
 20 this; it's not news to them. I think the fact that
 21 we're only seeing the list of candidates that staff
 22 feel we're approved to see -- and that's no
 23 condemnation of Erin.

24 But I think the whole process, we seemed
 25 to have lost our direction. The whole idea of this

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1 was to go out and find the best person available,
 2 not just those that want to continue a steady state
 3 local government job.

4 We're distinctly different from counties,
 5 most counties, most local government institutes. We
 6 have 80 percent of our revenues comes through user
 7 fees through what we claim are commercial
 8 activities. We need -- we're dependent on that.
 9 This is not just a somewhere you can depend on a tax
 10 base. The tax base is only a small part of our
 11 revenues that funds our operations.

12 I'm deeply disappointed if all we're
 13 seeing is local government employees.

14 TRUSTEE NOBLE: I'm not privy to any of
 15 the qualifications of the four candidates that have
 16 been selected, so I look forward to having the
 17 meeting in early February so that we can vet these
 18 and decide if one of them is the right fit for us
 19 for the job.

20 TRUSTEE TONKING: I also was not privy to
 21 that information.

22 Trustee Tulloch, what is your solution?
 23 TRUSTEE TULLOCH: I think my solution is,
 24 I think there's two possible solutions: We go ahead
 25 and bring in an interim general manager, appoint an

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1 interim general manager for a couple of years to
 2 drive some of these things so we're in a position
 3 where a steady state might be more appropriate.
 4 That might be one solution. I think the other
 5 solution might be to go back out to the market and
 6 perhaps change the recruitment firm.

7 If this recruitment firm can only bring us
 8 local government candidates, if that's all their
 9 Rolodex consists of -- again, I may be completely
 10 wrong here. I can only go by the conversations I've
 11 had.

12 I would also stress I'm not privy to the
 13 résumés of the candidates that have been submitted.
 14 I have only asked the broad question, that was all.

15 I'm deeply disappointed, but I'm also very
 16 keen to get a new general manager in place. I don't
 17 think -- I do want to also make sure we get the
 18 right person in place, we don't just use expediency
 19 and speed to get, and then make an appointment that
 20 we're going to come to regret.

21 TRUSTEE TONKING: I'm in favor of
 22 listening to these four candidates and deciding and
 23 then if we don't feel like there's a qualified
 24 person, then we will have to come up with a backup
 25 plan, which I just -- I don't know anything about

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1 these four people to make an informed decision.

2 CHAIR DENT: I don't think any of us do.

3 TRUSTEE TONKING: Okay. I guess I'm just
 4 confused by Trustee Tulloch's comments about what
 5 they've done to how they've moved from a government
 6 job to another. I'm just very confused on how we
 7 know that.

8 CHAIR DENT: I think he's asking questions
 9 about the recruiting process.

10 And, Sergio, can you comment on the
 11 process and our ability to meet with the candidates
 12 outside of the board meeting prior to, if that's
 13 possible, what that looks like?

14 MR. RUDIN: NRS 241.030 says that you're
 15 not allowed to have a closed session meeting to
 16 consider, discuss, or take action to appoint someone
 17 to public office or as a member of a public body.
 18 241.031 also prohibits having a public
 19 body having any sort of closed session meeting to
 20 discuss the professional competence of anybody that
 21 you may be -- who is appointed and is going to be
 22 serving as your chief executive or administrative
 23 officer.

24 So the way that the Nevada AG's Office has
 25 interpreted these rules is basically -- and no

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1 public body's allowed to have any sort of
 2 discussions or meetings or actions on appointment of
 3 the agency head, except for in the context of an
 4 open and public meeting.
 5 That being said, given the way that the
 6 statutes read that prohibit the public body from
 7 taking action, one, the Board could potentially
 8 appoint a liaison, a single board member, to oversee
 9 the process and report back to the Board and
 10 participate in that manner.
 11 That being said, they're not to be able to
 12 really have any sort of direction from the Board on
 13 that, and they would be only performing an
 14 oversight.
 15 CHAIR DENT: Let me ask a little bit
 16 more-detailed question: Can individual trustees
 17 meet with individual candidates prior to interview
 18 process as a meet-and-greet, and to try and expedite
 19 the process a little bit so we're not in here
 20 grilling for an hour and a half, individually, each
 21 one?
 22 I feel like if you ask some questions, you
 23 get to know that person a little bit, it could speed
 24 up the process.
 25 MR. RUDIN: It could, but it may raise

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1 separate concerns about the fairness and the
 2 openness of your hiring process.
 3 One of the issues is is that typically a
 4 public agency wants to ensure an open and level
 5 playing field when it comes to appointments. And as
 6 terms of best practice, you want to make sure that
 7 applicants are put the same interview questions,
 8 have the same opportunities.
 9 With respect to the individualized
 10 meetings, while I don't think they are squarely
 11 illegal, depending on what the context are of those
 12 discussions, et cetera, I have heard in other public
 13 agencies that may significantly increase the risk of
 14 employment-related claims because, again, if you're
 15 having those one-on-one meetings, there's no one
 16 there to sort of vet or check what happens or to
 17 otherwise document what happens.
 18 And if a trustee says something to a
 19 candidate and that candidate doesn't get hired, now
 20 there's a question of, well, what was it exactly
 21 that was said? It tends to create a scenario where
 22 you're more likely to have employment discrimination
 23 claims.
 24 And that's sort of my caution with respect
 25 to that.

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1 MS. FEORE: If there was an opportunity
 2 for a trustee liaison -- and to remind the Board,
 3 we've been talking about this for a while, and I've
 4 have been very open and honest with all of you about
 5 my frustration at not being able kind of -- for lack
 6 of better term, hamstrung with 241, and not being
 7 able to collaborate with the Board on this.
 8 Obviously, me coming forward and with a
 9 couple of other folks who have provided their
 10 expertise coming forward and saying these are the
 11 four we'd like to present, I'm putting my neck out
 12 there as well.
 13 My question to you, Sergio, which I think
 14 would help me understand as well, if there was an
 15 opportunity for board liaison to review the packets
 16 of information, whether it's the résumé or the
 17 entire packet, résumé, cover letter, all of that
 18 good stuff, would that then preclude that board
 19 member from voting?
 20 MR. RUDIN: No, I don't think so. Because
 21 it says a public -- yeah, NRS 241.030 and 241.031
 22 prohibit a public body from having a meeting.
 23 And an individual trustee has no power to
 24 appoint an executive head, I don't see that as being
 25 a significant concern.

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1 MS. FEORE: So the trustee -- if it was
 2 possible to have a trustee liaison review the
 3 candidates that we're proposing, review their
 4 information to provide feedback to the HR
 5 director -- I guess I'm trying to figure out how one
 6 trustee, they couldn't provide guidance how to move
 7 forward?
 8 MR. RUDIN: I think that that trustee's
 9 role would be to report back to the Board during the
 10 course of the interview process and say the
 11 selection made by staff was reasonable. If that
 12 makes sense.
 13 CHAIR DENT: Seems to me that ought to be
 14 the Chair's role. It's the Chair's job to bring
 15 agenda items like this forward and if -- I mean, the
 16 Chair would need to have enough information to
 17 understand this process to know if that's -- if we
 18 should be bringing this forward to the Board.
 19 So, I think when Chair Schmitz gets back,
 20 this should be something that you guys discuss
 21 during the legal meetings or during your weekly
 22 updates and all of that.
 23 TRUSTEE TULLOCH: I'm just highlighting
 24 some respects, how convoluted this process is and,
 25 quite frankly, it's almost stupid if it's our only

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1 employee but we don't get to see who has applied.
 2 Sergio, would we be breaking any laws if
 3 we saw redacted résumés, so all personal
 4 information, et cetera, removed, just so we had an
 5 idea what the candidates applied were?
 6 MR. RUDIN: No. I think that that would
 7 be fine. And the Board recently adopted a policy
 8 for review of confidential information by the Board.
 9 I would recommend that you make use of that policy
 10 to the extent you're interested.
 11 TRUSTEE TONKING: Is there not a way that
 12 we can look at all those redacted résumés and make a
 13 shortlist, our own shortlist of what we would pick
 14 as your top five or four?
 15 MR. RUDIN: The issue there is that that
 16 whole discussion would need to be in an open
 17 meeting.
 18 TRUSTEE TONKING: Yeah. So if we were
 19 able to look at it, have a meeting, a meeting that's
 20 agendized, and list our top five or four, I don't
 21 see why --
 22 MR. RUDIN: Yes, you can definitely do
 23 that. And the Board is entitled by law to decide
 24 who the shortlist is for their evaluation.
 25 Now, the issue there, which the HR

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1 director expressed a concern to me about, is that
 2 that may cause folks to potentially want to pull
 3 their name out of the applicant pool, because if
 4 they are being discussed and there's not even a
 5 guarantee for an interview and a lot of these folks
 6 may not have notified employers, that's a concern.
 7 So -- but from a legal perspective, yes,
 8 the Board can decide who it wants to interview and
 9 create its own shortlist.
 10 That is actually what the statutes
 11 envision as the process is everything is supposed to
 12 be out in the open, and all of the major decisions
 13 should be made in public, to the extent they're
 14 being made by the Board.
 15 TRUSTEE TULLOCH: Sergio, wouldn't
 16 everyone that's applied for this, for this position,
 17 couldn't that be requested by any member of public
 18 as a public records request?
 19 MR. RUDIN: I would want to look into
 20 that. There is likely an interest under the
 21 Bradshaw Balancing Test in redacted this -- or not
 22 providing that information at this particular time,
 23 given the fact that it would likely shrink the
 24 applicant pool and prevent the Board from having a
 25 reasonably successful recruitment process.

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1 But, of course, after the fact, I think
 2 that there would probably be less of an interest,
 3 and potentially those -- that information would be
 4 subject to disclosure at a later date.
 5 TRUSTEE TULLOCH: Again, just following up
 6 on -- I've never heard of the Bradshaw Balancing
 7 Test. It seems more like an engineering term, so
 8 maybe I should know it.
 9 But at the end of day, if we think
 10 candidates are going to pull their application
 11 because it's going to go public, I mean, these
 12 candidates must realize that at some stage it's
 13 going to go public, and if we present, say, four
 14 candidates, three of them are going to have the
 15 information known that they've applied for another
 16 job anyways, so I'm not quite sure -- we may shrink
 17 it slightly, but I'm not quite sure how it changes
 18 the position of any of these applicants.
 19 Are we then going to select four, and them
 20 some of them say, well, I don't like my employer to
 21 know that I'm applying for this?
 22 MS. FEORE: If I can speak from the
 23 applicant's point of view, if I were, and I'm not,
 24 let's make this clear, secretly looking for other
 25 work, and I didn't want Mike Bandelin to know, and

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1 an agency was considering me for a position but I
 2 hadn't even made it to the final selection process
 3 for just the interview, I wouldn't want my
 4 background, which can easily tie back to me, I
 5 wouldn't want my background out there because -- for
 6 any member of public to call my employers and start
 7 doing their own digging and so forth and so on, I
 8 wouldn't want that out there with no guarantee of
 9 even an opportunity for interview.
 10 So it does create a risk to such
 11 candidates who -- yes, Trustee Tulloch, you're one
 12 hundred percent correct. Ultimately, their
 13 interview is going to be in the public forum, it's
 14 going to be recorded, it's going to be broadcast
 15 online, but at least they got their foot in the door
 16 enough for an interview.
 17 To not even be at that stage and have my
 18 information public would -- I reasonably believe
 19 that people would be less interested in moving
 20 forward with the process.
 21 TRUSTEE TULLOCH: I don't necessarily
 22 disagree, it is, but the other way of looking at it
 23 is it weeds out those candidates that are just
 24 throwing their hat in the ring just in the off
 25 chance that they might be the one outsider.

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1 MS. FEORE: Well, I can assure that the
 2 candidates we've reviewed thus far are very serious
 3 about their interest in this position.
 4 TRUSTEE TULLOCH: Back to our original
 5 question, Sergio, would it be all right for us to
 6 see redacted résumés?
 7 MR. RUDIN: Yes.
 8 MS. FEORE: So then I think this changes
 9 my agenda item pretty significantly because my guess
 10 is, outside of the draft template, it sounds like
 11 may not be interested in setting a special meeting
 12 until such time as you've had a chance to review the
 13 redacted applications or the redacted résumés? Am I
 14 making a presumption?
 15 CHAIR DENT: Let's just let all the
 16 trustees weigh in first. Trustee Noble asked for
 17 the question, Trustee Tulloch has brought this up,
 18 there may be an interest from Trustee Tonking, but
 19 the Board has not give any direction yet.
 20 TRUSTEE NOBLE: I'm ready to review these
 21 four candidates in early February. It's been over
 22 eight months, and I think it's time. And if don't
 23 find a candidate in those days four, then we go
 24 back.
 25 But I would think that, given the vetting

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1 process staff has done, we're going to have a viable
 2 candidate. But if we don't, then we go back and go
 3 with a different firm at that point.
 4 I would at least like to review and
 5 interview these four candidates.
 6 CHAIR DENT: I'll just say in discussions
 7 with staff and working through this and when to
 8 bring this back and then to extend the process a
 9 little bit further, last fall when we did that,
 10 the -- my concerns were similar to Trustee Tulloch's
 11 of or not having enough candidates to be bringing
 12 forward. What if we have only really one good one
 13 and the second and third with are just kind of
 14 there? That was one of my concerns, and that's why
 15 we extended this process already once.
 16 And so I do understand your concerns when
 17 it comes to someone that has outside experience
 18 outside of government, and I believe our senior
 19 directors that have been involved in this process,
 20 they understand the Board's concerns with that. We
 21 did change the job description to allow for that.
 22 And so I understand your concerns, Trustee
 23 Tulloch, but we have been going through this process
 24 for six, seven months now. If we get to a point,
 25 and maybe we talk about this in a little bit deeper

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1 dive when it comes to the overall budget process,
 2 but maybe that person that is heavily involved in,
 3 say, the numbers and the business units that we do
 4 have, maybe that ends up being -- maybe it is in
 5 the, say, director of finance position that we have
 6 out for, maybe it's an assistant general manager
 7 position and they're solely in charge of our
 8 business units and have a business mindset when it
 9 comes to evaluating each and every one of those and
 10 they're the person that's held accountable for that.
 11 With that, I'll just say I'd be willing to
 12 entertain a motion to move this forward, but I do
 13 understand your concerns as -- that they are mine as
 14 well.
 15 TRUSTEE TONKING: I think this is a big
 16 decision. I think -- this is going to be bad
 17 because it's going to be on public record. I think
 18 we should also understand that we may not find the
 19 perfect fit for our District in this process, and I
 20 think we should at least give the process a try.
 21 And I also understand that this may not
 22 work out quite how we want it and may have to
 23 reassess. But I want to try the process all the way
 24 through to see what happens.
 25 TRUSTEE TULLOCH: Yeah. I understand your

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1 sentiments entirely. You're very-well aware, having
 2 been through the previous recruitment of a previous
 3 general manager, Pinkerton, when the Board was left
 4 with (inaudible) choice, they were just presented
 5 with two candidates, one of whom was -- turned out
 6 to be ineligible, despite having gone through all
 7 the so-called vetting by the so-call recruitment
 8 firm as well.
 9 I understand your thoughts. Yes, we could
 10 have another -- we're talking about, well, maybe
 11 recruit somebody that's not right for job, but then
 12 we will bring somebody else in to actually do the
 13 job that should be done.
 14 A lot of this direction comes from
 15 leadership, and even if you had the same assistant
 16 general manager that was a commercial person, and
 17 if we can't recruit somebody like that for the
 18 general manager's position, I'm not quite sure how
 19 we would be able to recruit that at a lower level.
 20 So I have concerns in terms of that.
 21 I hear my colleagues. I'm making my views
 22 known because I think it's important. I think it's
 23 also important for any general manager to have the
 24 approval of all the Board members. I'm not sure --
 25 I'll wait and follow the process, but I'll reserve

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1 my rights to vote according to my conscious on that.
 2 I do believe I would still like to see the
 3 résumés, I'd like to see the résumés that have been
 4 rejected as well. I would like to see them redacted
 5 so I have some idea. At the moment, I have lost
 6 confidence in the process. I don't think we've
 7 been -- I better not say anything because it's --
 8 obviously we have a vendor that is there. I am
 9 disappointed with the results that's been offered.
 10 That's all I can say at this stage.
 11 CHAIR DENT: That's fair.
 12 I'll entertain a motion.
 13 TRUSTEE TONKING: Talk about the draft
 14 template at all?
 15 (Inaudible cross talk.)
 16 CHAIR DENT: All right. Who has some
 17 comments, questions for the agreement that is? And
 18 I have the BBK one over here too.
 19 TRUSTEE TULLOCH: I think the item 3,
 20 under essential duties and responsibilities, I don't
 21 believe it's the job of the general manager to
 22 develop policy recommendations for the Board. It
 23 should be accepting direction from the Board or
 24 making recommendations to the Board, if there's
 25 policy changes required. I don't think it's the job

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1 of the general manager to set policies. I think we
 2 debated that last year.
 3 I think that's the first one. I don't see
 4 anything about change management -- being
 5 responsible for change management and delivery. I
 6 think there's a lot of things there. It still needs
 7 a lot of work.
 8 MS. FEORE: I'm sorry to interrupt. Are
 9 you speaking about the description or the contract?
 10 I'm so sorry.
 11 CHAIR DENT: Job description, number 3.
 12 TRUSTEE TULLOCH: I'd like to see some
 13 there -- I'd like to see some deliverables, some
 14 accountability for deliverables as well. I think
 15 there should be some performance basis in this.
 16 This is a pretty highly paid position in local
 17 government. I think we need to have accountability
 18 and we need to have some very strong deliveries --
 19 TRUSTEE TONKING: Point of order on this.
 20 We aren't asked to talk about the job description;
 21 it only says to talk about the template of
 22 employment agreement.
 23 The job description was just added as
 24 supplemental information. I just don't want us to
 25 get in trouble on that.

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1 MR. RUDIN: I can get around that issue
 2 because the template incorporates the job
 3 description.
 4 TRUSTEE TONKING: Okay. Perfect.
 5 TRUSTEE TULLOCH: They're both G 3.
 6 That's my general comments, and I think
 7 we've increased the remuneration in this, we're
 8 trying to get the person. I think we need to make
 9 sure that we've also got accountability for
 10 delivery -- there should be accountabilities here
 11 and performance basis in here. That's a starter.
 12 TRUSTEE NOBLE: This would be question for
 13 Ms. Feore: With regards to the employment
 14 agreement, all the blanks with regards to annual
 15 leave, sick leave, and then severance and stuff,
 16 those things we are supposed to be discussing now or
 17 is that part of the negotiation process once a
 18 candidate is selected?
 19 MS. FEORE: Those are generally items that
 20 the candidate themselves will negotiate, so we left
 21 those blank.
 22 CHAIR DENT: Any additional questions
 23 regarding the job description or the employment
 24 agreement?
 25 TRUSTEE TONKING: I think, and this is

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1 where I'm getting a little confused on how these
 2 perfectly tie, because, for example, section 3 that
 3 Trustee Tulloch mentioned, I reviewed these online,
 4 but my other option is I see that in 8 point -- I
 5 lost it -- it talks about operating policies. So it
 6 changed that word. I had, like, a note that said it
 7 changed 3 to operating policy, which I think is
 8 fine. I think the problem is is if it's -- now I
 9 gotta find it again.
 10 I guess that is one of my questions. I
 11 think -- the one thing I think is missing is -- and
 12 maybe that's when we talk about -- in that
 13 performance evaluation area is maybe some form of
 14 like types of, like, KPI ideas or just some form
 15 of -- as Trustee Tulloch mentioned -- deliverable,
 16 but it doesn't have to be, like, explicit
 17 deliverable, what we see as KPI.
 18 And the other thing I couldn't find in
 19 here was community engagement and management
 20 information. I didn't see that as part of it, and I
 21 think that's a huge part of this role.
 22 MS. FEORE: In the job description, you're
 23 talking about the job description?
 24 TRUSTEE TONKING: No. I was actually
 25 looking at the agreement part of it.

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1 Because in the agreement, it talks about a
 2 lot of the duties, and I just was a little confused.
 3 MS. FEORE: The job description, with the
 4 exception -- I noticed one error where I left the
 5 residency information included and that actually had
 6 been redacted the last time we discussed about the
 7 job description.
 8 As I mentioned before, the job description
 9 is fluid, so as there are recommended changes, I
 10 don't know if should get those changes noted and
 11 then bring it back to the Board for an updated
 12 approval?
 13 With typical hiring managers, they will
 14 reach out and say this particular function has
 15 changed and this is what it is and I've collaborated
 16 with the employee and we're good to go.
 17 And they get to make that decision. I
 18 don't -- I would love to get some sort of ideas as
 19 to how to incorporate your ideas and suggestions,
 20 but also ensure that the whole of the Board agrees.
 21 CHAIR DENT: Do we want to send in our --
 22 we've already made changes to the job description.
 23 We did that one before the recruiting process.
 24 So do we want -- any further tweaks and
 25 changes, do we want to send those in? I'm just

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1 trying to think when -- if we're trying to have the
 2 candidates come forward, it'd probably be good to
 3 get this done in a special meeting before the 31st.
 4 Or the 24th? 31st. Okay.
 5 So, potentially, maybe there's a meeting
 6 the week before, special meeting, just for this, and
 7 maybe it is board training in the beginning or
 8 review of the FlashVote survey, and then we can
 9 finalize the job description and potential changes
 10 to the agreement.
 11 TRUSTEE TONKING: I like that idea. And
 12 maybe we can throw that legal nonmeeting on the
 13 forensic audit in there too and really just knock
 14 out everything in a nice night.
 15 CHAIR DENT: Okay.
 16 Anything else right now?
 17 TRUSTEE TONKING: Should we send edits we
 18 have to the agreement as well?
 19 CHAIR DENT: Um-hum.
 20 TRUSTEE TONKING: Perfect.
 21 CHAIR DENT: And I think it would be good
 22 to have Heidi just kind of incorporate that with
 23 whose changes, then that way we can have a
 24 discussion about it.
 25 TRUSTEE TULLOCH: Can you send us the Word

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1 version so we could redline it?
 2 MS. FEORE: Yes. Absolutely. The Word
 3 version of both documents?
 4 CHAIR DENT: Yes.
 5 MR. RUDIN: Erin, is the idea, then, that
 6 we would be having a subsequent meeting to discuss
 7 and have the Board adopt any further revisions?
 8 MS. FEORE: Um-hum. It sounds like that's
 9 the recommendation for the special meeting that will
 10 include FlashVote and finance budget stuff --
 11 forensic audit.
 12 CHAIR DENT: Yeah. Nonmeeting legal
 13 meeting, maybe prior to, and then review of
 14 FlashVote. And this would be, say, our sole item.
 15 I believe Trustee Schmitz gets back the 24th or
 16 something like that, so it would probably have to be
 17 after that or before the meeting on the 31st. That
 18 gives us a week.
 19 TRUSTEE TONKING: Do I need to make a
 20 motion on the special meeting calendar date? And do
 21 I need to make a motion that we're scheduling
 22 another special meeting?
 23 CHAIR DENT: I think we just do it all on
 24 the long range calendar, if someone wants to take
 25 notes, and that way -- Trustee Schmitz is gone,

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1 she's pretty good about that for us.
 2 TRUSTEE TULLOCH: Can I clarify, Sergio?
 3 So we're okay to see the redacted -- review the
 4 redacted résumés under the confidentiality?
 5 MR. RUDIN: Yes.
 6 CHAIR DENT: Any further discussion on
 7 this item?
 8 All right. We're going to take a
 9 five-minute break.
 10 (Recess from 8:30 P.M. to 8:35 P.M.)
 11 CHAIR DENT: Moving on to item G 5.
 12 G 5. HDR Engineering
 13 CHAIR DENT: Review, discuss, and possibly
 14 approve professional services agreement between
 15 Incline Village General Improvement District and HDR
 16 Engineering, Inc., for an updated water and sewer
 17 rate study for fiscal year 2024, in the amount of
 18 \$41,865. Requesting staff member, interim Director
 19 of Public Works Kate Nelson. Can be found on page
 20 273 through 299 of your board packet.
 21 MS. NELSON: This is item is to provide an
 22 update to the water and sewer rate study that was
 23 done the last two years. This is an update.
 24 We are asking that the consultant not do
 25 the cost of service analysis that they have done in

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1 the last two years that have shown relatively the
2 same numbers.
3 So if you have any additional questions
4 regarding this, I'm here to answer.
5 TRUSTEE NOBLE: I would just say I
6 agree with the recommendation not to do the cost of
7 service analysis this time. However, given the
8 substantial increases to the irrigation customers, I
9 think it would be helpful to probably do one next
10 year to see if their usage has changed as a result
11 of those increases or if they remain the same.
12 That's the one piece there I can see a cost of
13 service analysis would be appropriate.
14 But not this year because it was two-step
15 process in raising those rates to align them with
16 the cost of service analysis from last year, so I
17 think best to wait until next year to true that up
18 to make sure things have not gotten out of whack,
19 for lack of a better word, in the interim.
20 But I do think it's appropriate to make
21 sure that -- again, though, that we are recovering
22 the monies that we need to, and we don't end up --
23 we can do annual microadjustments, which are a lot
24 more palatable than if you wait and find out
25 next year that we didn't capture enough from

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1 more on there.
2 I think it's also time -- to Trustee
3 Noble's point, yes, I think it's time to do a root
4 and branch review of the allocations, the cost
5 allocations, the cost of service. I think I brought
6 that up twice last year, and it turned out the
7 consultant had been instructed not to make any
8 changes.
9 I think it's now becoming -- with the
10 money we've spent on the pipeline, with the likely
11 huge capital expenditure that is going to come out
12 of the utility study, I think we need to look very
13 seriously at how these allocations go going forward.
14 My recommendation would be that we don't
15 do this. We already know the rates for next year.
16 By the time this is completed, we would be through
17 the budget cycle and things as well. So it doesn't
18 even take account of that.
19 I think we just move forward with the
20 rates as agreed. We save the 50,000 here, and when
21 we see the results of the utility study and we've
22 gone through budget process, then it's maybe time to
23 do a root and branch review of how we're doing the
24 capital allocation and cost of service.
25 CHAIR DENT: I would agree with Trustee

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1 everyone, and we end up having to increase the rates
2 dramatically.
3 The gradualism, I think, is much more
4 appropriate.
5 TRUSTEE TULLOCH: I'm wondering what we're
6 actually achieving from this. We already know to
7 recommended rates from next year. We haven't spent
8 as much capital as we have. We already have a
9 fairly large -- it's a large step increase, I think
10 to eight percent, if I remember correctly, for
11 next year that's already baked in.
12 All this is basically doing is updating
13 the spreadsheet. By the time we spend 50,000 bucks
14 on it, I think there's a better way of spending that
15 money. Particularly, we're still waiting to see the
16 multi-year utility plan, to see that.
17 I think we should -- to my mind, I don't
18 see any value to us in actually doing this. You can
19 save 50,000 bucks here. We already know what the
20 recommended rates are based on our expenditures.
21 We've actually spent slightly less, and we've
22 already baked in the large increase. Doing this is
23 not going to make any really microadjustment. We
24 were at ten percent last year, then another 8
25 percent this year. We're probably going to have

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1 Tulloch on this. It's a lot of money to be spending
2 to be updating a model and really updating a
3 projection is really all we're doing. We know where
4 we need to be, where our costs, and I just -- staff
5 used do this, three years ago this was staff's job,
6 and then our new Public Works director recommended
7 going this route. And we had also not had this one
8 in a very long time by an outside consultant, so I
9 thought it was overdue at that time.
10 But we've already done this twice in a
11 row, and I didn't see much value add for what we
12 went through last year, and so not something I would
13 be interested in approving for this year.
14 TRUSTEE TONKING: What concerns do you see
15 if we don't move forward with doing this this year?
16 MS. NELSON: So, any concern we have is if
17 we were actually to not move forward with some rate
18 increase. I think you guys experienced that around
19 2019/2020. You saw those large jumps after that.
20 I think the goal should be to get, like
21 Trustee Noble said, more incremental, yearly
22 increases to match the cost of service increases
23 from, say, our suppliers and that kind of thing.
24 So I would not recommend that we not do
25 anything. But if it's the Board pleasure to go

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1 ahead and institute the recommended rate increase
 2 for year two based on last year's study, then we
 3 know from that study our bottom line that was
 4 included. As long as we don't drastically change
 5 from that, we should be okay.
 6 TRUSTEE TONKING: You feel like staff has
 7 the capacity to address any changes from the year
 8 two models that might happen, and, like, direct
 9 that?
 10 MS. NELSON: Yes.
 11 CHAIR DENT: Any further discussion on
 12 this item?
 13 TRUSTEE NOBLE: I still think moving
 14 forward is appropriate because then we have the
 15 most-accurate rates. While the projections were
 16 that there was going to be another 80 percent
 17 increase this coming year, things changed and it
 18 could be 8 percent, it could be a little bit higher,
 19 it could be a little bit lower. I would be looking
 20 for this rate study to give us the most-accurate
 21 rates possible.
 22 But if the rest of the Board does not want
 23 to move forward, then it is what it is. But I would
 24 highly recommend that we, at least, do the -- if
 25 we're not going to do the study, we at least go

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1 along with the recommendation from last year's study
 2 for what the increase should be for this
 3 coming year.
 4 CHAIR DENT: I'll just say I agree with
 5 using what the recommendation is for year two for
 6 the rate increase for this year.
 7 TRUSTEE TULLOCH: Agreed. That was always
 8 my intention, Trustee Noble, was to use the numbers
 9 because we haven't got any major variances from
 10 there.
 11 I think to save us 50 grand at the moment,
 12 and then use it when we have a much fuller picture
 13 and we need to start looking at multi-year capital
 14 plan and things as well. It becomes worthwhile.
 15 Then we have more to work with.
 16 But, yes, my intention was I assumed these
 17 rates projections, I thought we had agreed to them
 18 last year for next year.
 19 MS. NELSON: My recollection is that the
 20 Board only approved year one. So, yeah.
 21 CHAIR DENT: Okay. That's fair.
 22 You're not going to see any surprises or
 23 hiccups when you bring back the proposed rate is
 24 what -- on the record.
 25 Any further discussion on this item?

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1 Okay. That will close out item G 5.
 2 Moving on to item G 6, formerly G 5.
 3 G 6. Best, Best, and Krieger LLP
 4 CHAIR DENT: Review, discuss, and possibly
 5 approve the contract with Best, best, Krieger, LLP
 6 for legal services for a period of January 1, 2024
 7 through December 31, 2026. Requesting trustee, Sara
 8 Schmitz, Chair. Can be found on page 300 through
 9 311 of your board packet.
 10 Chair Schmitz is not here, but I will open
 11 this up for discussion. Any questions or concerns,
 12 we can have Sergio just give a brief overview. I
 13 believe you sent out an email on Sunday.
 14 TRUSTEE TULLOCH: Point of order.
 15 Shouldn't Sergio be recusing himself?
 16 CHAIR DENT: I know there were certain
 17 things that were asked of him in his proposal.
 18 Go ahead, Sergio.
 19 MR. RUDIN: I had emailed the clerk,
 20 asking to forward this information to the Board.
 21 In general, the main terms are that BBK is
 22 asking for an inflationary increase. The current
 23 rates in the expired agreement were 265 for basic
 24 legal services, 170 for paralegals and law clerks.
 25 And BBK's requesting rates to be set at 285 for

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1 attorneys for basic legal services. This covers all
 2 of your general counsel work.
 3 This is a 7.5 percent rate increase since
 4 rates were set in 2020. The actual CPI for the west
 5 region, which includes Nevada, was 12.5 percent over
 6 the same time period, so this is actually below the
 7 rate of inflation.
 8 For special legal services, the rates that
 9 were set in 2020 were 295 for attorneys, 185 for
 10 paralegals, law clerks, analysts. Again, BBK's
 11 requesting that rates be set for 320 for attorneys.
 12 Primarily, this is the sort of work that
 13 would be litigation based, this is does not cover
 14 attendance at meetings or similar types of routine
 15 legal work.
 16 The prior expired agreement had a flat-fee
 17 rate of 750 per board meeting or committee meeting,
 18 regardless of the length of the meeting. That is
 19 not workable for the law firm. So we're suggesting
 20 that meetings be billed at the regular basic legal
 21 services rate.
 22 Additionally, there is an annual CPI
 23 adjustment that is proposed that would be timed to
 24 coincide with your budgetary cycle.
 25 Beyond that, the contract would provide

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1 that I would be serving as your general counsel and
 2 primary legal point of contact. Josh Nelson, of
 3 course, is going to be available, since he is a
 4 partner in the firm, to assist with any other work.
 5 And, additionally, we would maintain Anne, who has
 6 been assisting staff with contract review and other
 7 things on an as-needed basis.
 8 So that would be your legal team.
 9 CHAIR DENT: Thank you for the overview.
 10 Questions?
 11 TRUSTEE TONKING: I have questions more
 12 for the Board and my thoughts on it. I enjoy
 13 working with BBK.
 14 I'm hoping that we could think about this
 15 -- and I don't know if BBK is amenable to this -- as
 16 a year. I know that we had had this whole plan of
 17 going out to RFP. We talked about hiring different
 18 types of lawyers, we had this whole discussion, and
 19 then -- I understand timing and all the things that
 20 are going on, all the changes in the District, I get
 21 it, but I'm wondering if in a year we can get some
 22 of our ducks in a row.
 23 Not to say that we wouldn't just want to
 24 keep BBK, but I'm just thinking about the decisions
 25 we made as a prior board.

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1 now, originally it was three.
 2 We also -- the Board also directed General
 3 Manager, I think at the September meeting, to start
 4 preparing an RFP so we weren't left high and dry
 5 with specific instructions about it.
 6 We're now in January, and understand
 7 this -- we do need to -- got to agree with Trustee
 8 Tonking, I would modify it further. I would say the
 9 contract would be up to a year. I think we need to
 10 change the -- we can't have 30 days termination.
 11 While it would be nice for us to have that, we can't
 12 afford to have a 30-day termination clause by our
 13 lawyers who could potentially -- I'm not suggesting
 14 they would, but it could be if we want out of the
 15 contract and BBK learned that they weren't
 16 successful, and I'm assuming the fact that they've
 17 put this forward they would bid in a competitive
 18 bidding situation. We can't have a situation where
 19 they decide that maybe they are not going to win the
 20 contract and just pull out with 30 days' notice and
 21 just leave us high and dry.
 22 I think that would need to be 90-day
 23 notice, and obviously that puts the onus on us as
 24 well. It's only fair that it's a mutual term. I
 25 think we both need some security there.

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1 My other concern is -- I totally
 2 understand why they got rid of the \$750 flat rate.
 3 But when I looked back on a bunch of our board
 4 meeting lengths, some of those could come up to
 5 almost \$1,700 per meeting, which is a lot. So we
 6 either need to become proficient or just be aware
 7 that we're going to have an increased amount of our
 8 legal fees allocated into the budget.
 9 Those are my two concerns and thoughts,
 10 and I just wanted to bring those up to the Board.
 11 CHAIR DENT: Just a comment on one of the
 12 things you said, potentially proposing a different
 13 set fee for the Board meeting rather than an hourly
 14 could be a negotiation we go back --
 15 TRUSTEE TONKING: Yeah, I think that would
 16 be a good negotiation. Maybe even talking about the
 17 length of the agreement and another set fee. And I
 18 know our meetings -- and I get why they do it.
 19 Hundred percent understood 750 is a great deal for
 20 how long our meetings are, but it also gets really
 21 expensive for us too, otherwise.
 22 TRUSTEE TULLOCH: Color me confused. Is
 23 it four months, five months since BBK came to us and
 24 said they didn't want to continue service, and now
 25 they're proposing a two-, three-year contract? Two

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1 As I recall, I wasn't on the board at the
 2 time, I don't think BBK ever competed in a
 3 competitive solicitation for this role. Did that go
 4 out to RFP or just a proposal that came from BBK?
 5 TRUSTEE TONKING: I wasn't on the board,
 6 but I'm pretty sure it -- they were, like, we just
 7 talked to them and they -- but I'm --
 8 TRUSTEE TULLOCH: I don't think we had any
 9 other bidders at the time, as I recall.
 10 TRUSTEE TONKING: Which is -- I mean,
 11 there's a risk of not wanting to work for us as
 12 well.
 13 TRUSTEE TULLOCH: I don't think there's
 14 competitive solicitation. I think, to my mind, it's
 15 time that, yeah, I think we move forward with this
 16 with some changes. I would say for a period for up
 17 to a year to make sure both parties have some
 18 security.
 19 But I think we should be moving forward
 20 with a competitive -- going out to bid on it. And
 21 I'm sure BBK would be -- they're obviously keen, the
 22 fact that they've put this proposal together means
 23 despite their previous advice, they're now
 24 interested in actually working with us again. And I
 25 think it's good practice to go -- move forward with

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1 an RFP on the next few months on that basis.

2 TRUSTEE TONKING: I'm really not

3 comfortable doing an up to, because I think it does

4 open a lot of issues. I think it makes BBK not feel

5 as invested, it think it make us open to a lot of

6 liability of losing them, and I think we can leave

7 the 30 day and leave one year and one year gives us

8 a whole year from right now to get ourselves

9 organized and decide what we want to do, rather than

10 six months.

11 CHAIR DENT: There's a huge, say,

12 bandwidth component of all this too. We talk about

13 getting organized, but staff has a lot of things

14 that they're trying to get done. I'd say priority

15 number one is getting a replacement for the general

16 manager so our interim General Manager can go back

17 to skiing every day.

18 It's definitely a huge priority when --

19 I'm not opposed to a 90 day. I don't see a negative

20 that comes from doing a 90 day. A year, I would say

21 this process takes nine months at a minimum with how

22 slow government is to go out to RFP, go through this

23 process. All of a sudden, we're half way through

24 this year, and it's going to take a few months even

25 for a transition if BBK weren't our continued

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1 counsel.

2 I would say that at a minimum, this thing

3 would be a year. And I'm open to the 90 day --

4 Trustee Tulloch, where are you at with

5 the -- what would you propose when it comes to the

6 \$750 prior fee and the potential \$1,700 proposed

7 fee?

8 TRUSTEE TULLOCH: I would think we don't

9 make any changes to the agreement apart from the

10 rate rise, the 750, should be baked in. We're

11 basically continuing the previous contract in terms

12 of that.

13 To Trustee Tonking's point, there's no

14 point in saying the contract's for a year when

15 there's 30 days termination for convenience, because

16 that means we're only getting a 30-day contract.

17 TRUSTEE TONKING: I'm fine if we want to

18 go to 90 days. I was just saying that I don't feel

19 comfortable saying up to -- then why don't you just

20 put a 30-day contract out there? It seems like then

21 we're renewing it every 30 days, if that's what

22 you're trying to make that argument.

23 TRUSTEE TULLOCH: No, I don't want a

24 30-day contract. That leaves both sides --

25 TRUSTEE TONKING: You want to leave 90

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1 day, you'd be okay keeping it at a year?

2 TRUSTEE TULLOCH: Yeah. Because it's --

3 you can still cancel beforehand. Then if we move

4 heaven and earth and got the proposal out and move

5 forward, a year basis gives you enough stability.

6 I think to Chair Dent's remarks, I think

7 it is going to take a six-month period go through

8 it. It shouldn't -- hopefully we get a new

9 procurement person on board. These things will

10 start moving much more quickly.

11 I could live with a year, but I think it

12 needs to be -- the 90 days, there's a potential for

13 protection on both sides.

14 CHAIR DENT: One other thing I wanted to

15 touch on. It was the fact that BBK did give us

16 notice six months prior to the contract being up,

17 and the situation changed. Situation changed, and

18 within a month their situation changed, and Sergio

19 was coming into the mix probably before most of you

20 guys knew that. I talked to Josh about it. We knew

21 things were kind of shifting around a little bit,

22 and there was potential, we're talking about the

23 contract.

24 I do want to thank BBK for continuing to

25 work with us, even though they are out of their

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1 contract right now, showing good faith in that

2 process. And they have assured us they will

3 continue to do that even if at some point when we do

4 go out to RFP, and let's just say BBK weren't

5 selected or decided not to put their name in, they

6 said they would work with us through that transition

7 process.

8 TRUSTEE NOBLE: I'm fine with doing a

9 one year. I'd like the 90 days because, like has

10 already been said, 30 days leaves us high and dry if

11 something happens; 90 days, we can turn it around

12 and get somebody else, but in 30 days that would not

13 happen.

14 I would hope that BBK, given their past

15 actions in giving us more than adequate notice with

16 the six months that -- I just -- 90 days gives me

17 more assurance that we don't have a problem.

18 With regards to the hourly for the

19 meetings, I'm fine with that, because another

20 incentive for us to actually move expeditiously

21 through our meetings and be prepared and succinct

22 and get it done. I'm fine with that.

23 I understand why 750 flat rate for a

24 meeting is not workable when were especially going

25 into budget meetings. If last year was any

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1 indication, we were going to midnight or 1:00 in the
 2 morning, and that's -- that 750 doesn't cover their
 3 costs.
 4 CHAIR DENT: I've heard hourly rate
 5 increase is fine with the meetings, I've heard keep
 6 it the same, and potentially let's negotiate.
 7 TRUSTEE TONKING: Yeah, my negotiation
 8 idea would even be on both ends, like we have
 9 an hourly rate -- or we have a flat rate up to
 10 X hours, that's a little bit at a discounted rate,
 11 and then if we were going over that, we get
 12 that hourly rate, and that incentivizes us not to
 13 hit that mark too, to be more efficient, because we
 14 do need to be more efficient.
 15 CHAIR DENT: I can get on board with that.
 16 TRUSTEE NOBLE: I like that idea.
 17 TRUSTEE TULLOCH: Yeah, I think the
 18 original hourly rate, the flat rate was based on
 19 in-person attendance as well. There's a big
 20 difference between charging 280 or 320 bucks an hour
 21 for remote attendance, as opposed to charging 320 an
 22 hour for in-person attendance.
 23 I think -- I take the point that the 750
 24 may be unrealistic. I think a flat fee of 1,000
 25 bucks or something may be there, and potentially if

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1 it goes over, say five hours or something, then
 2 there is there. I think I would prefer to see
 3 something along these lines.
 4 I think another issue -- I've only heard
 5 this unofficially and I may be totally wrong, is BBK
 6 guaranteeing us that they will provide resources
 7 when required now? I heard somewhere that
 8 there's -- and this may just be hearsay, but I heard
 9 there's an issue with resources not being available
 10 at some stage recently.
 11 I'm sure that's maybe just hearsay, but
 12 I'm assuming this contract guarantee's availability
 13 of resources.
 14 MR. RUDIN: I'm not exactly sure what you
 15 mean by "resources."
 16 CHAIR DENT: You guys want to talk about
 17 that offline?
 18 TRUSTEE TULLOCH: Yeah, we can take it
 19 offline. I may be totally offbeat here, but I just
 20 want to make sure that we always -- when we need
 21 legal guidance, it's available.
 22 CHAIR DENT: In Chair Schmitz' absence, do
 23 we want to have a liaison go back and work with
 24 Sergio and see what we can settle on in the
 25 negotiation? Who wants to volunteer for that?

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1 TRUSTEE TONKING: Yeah. And I can kind of
 2 talk through the rate idea I was thinking.
 3 CHAIR DENT: Trustee Tonking, everyone on
 4 board with that?
 5 Okay. All right. Sergio, we're in a
 6 holding pattern on the existing contract, and we
 7 will in touch on that. And the Board has directed
 8 Trustee Tonking to get with you and work through
 9 some of these differences.
 10 Anything else on this topic?
 11 Nope. All right. That will close out
 12 item G 6, formerly G 5. Moving on to item G 7.
 13 G 7. Board Liaisons
 14 CHAIR DENT: Review, discuss, and appoint
 15 board liaisons to various functions/organizations
 16 for 2024. Requesting trustee, Chair Schmitz, page
 17 312 of your board packet.
 18 So I believe these are all of the liaisons
 19 that we started with, and I'd say approved as a
 20 board or were potentially -- looks like slightly
 21 modified. I think the pickleball is the only change
 22 in here.
 23 TRUSTEE TONKING: That should change to
 24 Parks and Recreation, so it's all of Parks and Rec,
 25 just minus the one pickleball. It get's confusing

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1 when it's called recreation and tennis.
 2 CHAIR DENT: Oh, Parks and Rec, yep.
 3 Understood. It's Parks and Rec minus pickleball.
 4 Understood. This is where we started, this how we
 5 got through the year.
 6 TRUSTEE NOBLE: And Trustee Schmitz had
 7 reached out to me asking which -- if I had been a
 8 liaison to any. She sent that December 28th when I
 9 was out of the country. And so did not respond in
 10 time to her for it to get in here. I was the
 11 designated liaison for Diamond Peak and would like
 12 to continue that in 2024.
 13 CHAIR DENT: As of right now, no changes
 14 needed, is that how we stand?
 15 TRUSTEE TONKING: I feel good with them,
 16 unless anyone has concerns with theirs. I'm fine
 17 with mine.
 18 TRUSTEE NOBLE: I like the continuity.
 19 CHAIR DENT: Then for the next, say,
 20 few months until, say, a new contract is approved
 21 with FlashVote, if there is a survey you guys want
 22 to have sent out, reach out to me if you have
 23 questions. I've worked with Trustee Noble on one.
 24 I've worked with Trustee Schmitz on another.
 25 Because I'm the liaison doesn't mean

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1 anything. You guys can ask whatever questions you
 2 want or any ideas you have.
 3 TRUSTEE TULLOCH: Makes sense these are
 4 two years.
 5 CHAIR DENT: All right. That will close
 6 out item --
 7 TRUSTEE TONKING: I think there's another
 8 area here. I think the objective of this, when I
 9 remember a board meeting on why she brought this
 10 forward, and I am now speaking for her, but my
 11 understanding is that she wanted to figure out if
 12 anyone wanted to do outside, external agencies. I
 13 think that was the main question.
 14 But I agree, two years on these is great,
 15 because it takes a lot to figure out what the hell's
 16 going on.
 17 CHAIR DENT: Let's all weigh in on that.
 18 Do we want to have an outside liaison?
 19 Is there a specific area that we feel the
 20 need for today? And it doesn't mean that we need to
 21 have an answer for this today, but we know this is
 22 an option at least.
 23 TRUSTEE TULLOCH: I think it makes sense.
 24 I think we need to boil down what these external
 25 agencies are, which the important ones are. I think

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1 it does make sense that there's some board oversight
 2 and things in these areas.
 3 I was going to vote since I worked in
 4 Hawaii anyway, I thought I might volunteer for
 5 outreach there.
 6 TRUSTEE NOBLE: Just if there is a trustee
 7 that's got an interest in one of these, I think that
 8 would probably be most appropriate. I wouldn't want
 9 to assign somebody to monitor an agency and they
 10 have no interest in the subject matter whatsoever.
 11 So it would be something I think if a
 12 trustee has a desire to, I think let's consider it
 13 and talk about it.
 14 TRUSTEE TONKING: Do you think we can just
 15 get a list of the major agencies that we work with,
 16 interim GM Bandelin? And then maybe walk through it
 17 and decide if we have a role in them or not. And
 18 then we can bring whatever we have and go from
 19 there.
 20 CHAIR DENT: That's a great starting
 21 point.
 22 TRUSTEE TULLOCH: We might want to add NV
 23 Energy to that list, given the recent history. I'm
 24 happy to volunteer there.
 25 CHAIR DENT: Any further discussion on

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1 this item?
 2 All right. Seeing none, that closes out
 3 item G 7. Next up we have long rang calendar.
 4 I. LONG RANGE CALENDAR
 5 CHAIR DENT: 313 through 317 of your board
 6 packet. Interim Director Mr. Bandelin.
 7 MR. BANDELIN: I will note to the Board
 8 that we have worked with Chair Schmitz on -- we
 9 invited her to come to a meeting, and our intention
 10 with staff and the Chair is to do the best we can to
 11 fill out any known dates within the long range
 12 calendar. You'll note a longer long range calendar,
 13 if you will, that we're going to keep working on to
 14 be able to fill in specific items in there.
 15 For tonight's meeting, the notes that I
 16 have would be the last week in January, a special
 17 meeting to review FlashVote survey results. And
 18 also at that same meeting would be to approve an
 19 amendment to the job description and contract for
 20 the general manager.
 21 And, again, in the last week in February,
 22 we had talked about a special meeting with
 23 interviews for potential general manager of the
 24 District candidates.
 25 And then other items that we would add to

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1 the long range calendar would be an IVGID Magazine,
 2 staff would come with potential recommendations and
 3 discussion for content of the magazine.
 4 We talked about a legal nonmeeting to
 5 agendize a discussion on agreements and contracts
 6 with the forensic due diligence audit.
 7 And just what I'll tell the Board is that
 8 we'll have our District Clerk reach out and set
 9 dates for that last week in January, first week in
 10 February, and just come to some conclusion where we
 11 can put it on the calendar to be able to hold those
 12 meetings.
 13 CHAIR DENT: I believe Trustee Schmitz
 14 returns on 24th. I would check to confirm that.
 15 Maybe the meetings on the 25th would be the next
 16 time we have it.
 17 And depending on how well Trustee Tonking
 18 can shake down Sergio, maybe we bring back that
 19 contract for approval at that meeting as well. I
 20 don't want that to linger for too long. I think we
 21 owe it to BBK.
 22 Anything else? What did we miss in that?
 23 Legal meeting nonmeeting FlashVote, there was the --
 24 MR. BANDELIN: Approve the amendment to
 25 the GM job description and contract.

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1 CHAIR DENT: Yep.

2 And then the February meeting, we talked

3 about IVGID Magazine and purpose. Any other long

4 rang calendar items?

5 TRUSTEE TULLOCH: General Manager

6 Bandelin, you can perhaps get me up to date. As of

7 yesterday, we still have no signed agreement, and NV

8 Energy has not yet signed the Diamond Peak

9 agreement. I knew the community's getting very

10 concerned. This extends the uncertainty even

11 further.

12 Can we put that on the agenda for the

13 January 31st meeting if it's not been signed by

14 Diamond Peak? Maybe it's time we just pull out of

15 the agreement altogether. We can't leave the

16 community still hanging on the hook there with all

17 the issues overhanging in terms of house values.

18 MR. BANDELIN: Yes, I can answer that

19 question. I supposed you missed it in my GM update

20 when I verbally stated that we do -- from the

21 approved Amendment and Restated Site License

22 Agreement that was approved by the Board on December

23 13th, I just spoke this evening to how we have the

24 signed agreement in hand, and we will be -- I'll

25 restate the fact that District counsel and myself

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1 will make it available to the public for their

2 access through public records request.

3 TRUSTEE TULLOCH: I heard the NV Energy,

4 but I missed the second part of it. Thank you. I'm

5 glad that is signed.

6 I have another thing I'd like to put on

7 the Board agenda. We've been looking at the fate of

8 this building and what needs to be done in this

9 building for a long time. We're starting to see

10 pressures on space, office space and things.

11 There's areas where we're out of compliance with

12 various regulations, ADA, and all sorts of things.

13 We're all very well aware this building is

14 near the end of its life. I think it's way past

15 time we start doing a space analysis, what we

16 actually need, what we can use from our existing

17 buildings, where we have potential space.

18 We have the Public Works building, we've

19 got the Parks and Rec building, we've got The

20 Chateau. I think I would like you and Finance

21 Director Magee to look at engaging somebody to do a

22 quick -- first, a quick and dirty study to see what

23 we could potentially do, what our requirements

24 actually are, particularly given some staff work

25 remotely now, whether we need so much actual

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1 individual office space or whether we can start

2 doing some hot desking and things, better use the

3 facilities we have, and potentially then put an end

4 of life on this building.

5 I would like to suggest that potentially

6 you and Finance Director Magee get your heads

7 together and look at that. It would be very useful

8 to have a quick and dirty analysis so we can look at

9 if we're going to have to do any construction or

10 reconfiguration so we can have that in advance of

11 the budget time.

12 I think it's time we made a move on some

13 of these things instead of just always sticking

14 Band-Aids on. I would certainly like to see the

15 best use of the facilities we already have.

16 MR. BANDELIN: Noted.

17 CHAIR DENT: Any other agenda items, long

18 range calendar?

19 TRUSTEE TONKING: I have on here the

20 consolidation of advisory meeting minutes for our

21 advisory boards. Because we also have the court

22 reporter attending all those meetings, writing word

23 for word, and I'm not sure that's as useful as it is

24 for these. And also a huge cost.

25 So I'm hoping we can bring that up to

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1 discuss, meeting minutes price and costs at those

2 advisory committees soon.

3 CHAIR DENT: Discussing it as the board

4 level; correct?

5 TRUSTEE TONKING: Yeah. So that can --

6 because we gave direction to have a court reporter

7 --

8 CHAIR DENT: That's something we can

9 potentially put on the agenda. That doesn't seem

10 like it would take very long for that discussion.

11 That could be something we could do at end of the

12 month, potentially, or early February.

13 TRUSTEE TONKING: It could be done really

14 quickly.

15 CHAIR DENT: Yeah.

16 TRUSTEE TULLOCH: Could we start just

17 doing direct voice transcription or something?

18 CHAIR DENT: I think you guys already get

19 that via Zoom.

20 TRUSTEE TULLOCH: If we did voice to type.

21 CHAIR DENT: Zoom already does that for

22 you. And it even gives you your highlights and it

23 gives you your direction or next steps that you need

24 to take. It's just not as good for the public.

25 TRUSTEE TONKING: It doesn't work as well,

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1 probably, for these meetings because there's an
 2 editing issue, but in the same mic, yeah.
 3 But since we're on Zoom for those ones,
 4 it's much cleaner.
 5 CHAIR DENT: So, yes, we could do that.
 6 Let's put it on the agenda and get Board approval.
 7 Anything else?
 8 All right. That closes out item I.
 9 Moving on to Board of Trustee updates, item J.
 10 J. BOARD OF TRUSTEE UPDATES
 11 CHAIR DENT: Any updates?
 12 Okay. Seeing one, that moves us to final
 13 public comment.
 14 K. FINAL PUBLIC COMMENTS
 15 CHAIR DENT: Any final public comment in
 16 the room?
 17 Matt, can we go to public comment via
 18 Zoom, please.
 19 MS. KNAACK: Hi. Yolanda Knaack.
 20 Happy new year to everyone. That was a
 21 good meeting. I do have some concerns about Linda
 22 Car's report, so I will look into that and get back
 23 to you at the next meeting.
 24 Thank you.
 25 MR. WRIGHT: Frank Wright, Crystal Bay.

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1 As far as Linda Cars is concerned, I've
 2 had enough of Linda Cars. I think our whole
 3 community has had enough of Linda Cars.
 4 The Registrar of Voters vetted all the
 5 signatures. The irregularities that were signatures
 6 that were not acceptable, that not the Registrar of
 7 Votes, the Secretary of State's job. That is the
 8 people that are running the recall. They screwed
 9 up, so be it.
 10 But, you know, this has been nothing but a
 11 disaster in our community. People outside this
 12 community has look at this community as being
 13 criminal, corrupt, disorganized. Maybe why we can't
 14 find a qualified person to to come in here and be a
 15 general manager.
 16 Enough of these people. Enough of their
 17 garbage. Enough. Enough. Enough. Go way. Go
 18 back to wherever you came from. You don't need to
 19 be here doing what you're doing.
 20 We're trying to run a community, we're
 21 trying to make the most out of it. We're trying to
 22 give the best deal to our citizens who are living
 23 here. And quit stealing from us quit. Quit trying
 24 to invoke your silly mentalities into our community.
 25 It's just not working. And you're not acceptable.

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1 All your little compatriots, they've kind of gone
 2 away, just Cars is still hanging on for some reason.
 3 You're not going to have a recall in the
 4 next three months no matter what in the hell
 5 happens. You're not going to get an election in the
 6 next three months no matter what happens.
 7 We have a primary coming up. Why would
 8 you waste so much time and energy doing what you're
 9 doing and hiring legal counsel who used work for the
 10 Board. I mean, conflicts of interest ruing
 11 everywhere.
 12 You know what? These people have been our
 13 problem. These people are still somewhat of a
 14 problem. If they just catch on to what's going on
 15 and see that we're trying to fix a very bad
 16 situation here and run this District like a district
 17 should be run.
 18 As far as the legal counsel, I did some
 19 checking around, Sun Valley pays their legal counsel
 20 a \$1,000 month. They're as big as we are. Why is
 21 it so expensive for us? Are we something special
 22 here? We have so many problems?
 23 And I believe the legal counsel only works
 24 for the Board, that represents the Board. I don't
 25 know why employees are going to legal counsel to get

144

1 advice. Hire your own attorney.
 2 We have a problem here, and it's starting
 3 to work its way out. I believe a new culture is
 4 starting to emerge, and I believe we're starting to
 5 see that these people that are causing all these
 6 problems are disappearing like rats off a ship.
 7 Let's just keep going forward and keep
 8 doing what we're doing and hopefully Mrs. Cars will
 9 find something else to do with her life. This is
 10 pathetic.
 11 Anyway, thank you. Good night, guys.
 12 CHAIR DENT: Thank you. It looks like
 13 that was our final public comment. Thank you, Matt.
 14 L. ADJOURNMENT
 15 CHAIR DENT: I want that say that will do
 16 it. We are going to be adjourned. It is 9:18. I
 17 want to thank staff and my colleagues.
 18 (Meeting ended at 9:18 P.M.)
 19
 20
 21
 22
 23
 24
 25

1 STATE OF NEVADA)
2 COUNTY OF WASHOE) ss.

3

4 I, BRANDI ANN VIANNEY SMITH, do hereby
5 certify:

6 That I was present on January 10, 2024, at
7 the Board of Trustees meeting, via Zoom, and took
8 stenotype notes of the proceedings entitled herein,
9 and thereafter transcribed the same into typewriting
10 as herein appears.

11 That the foregoing transcript is a full,
12 true, and correct transcription of my stenotype
13 notes of said proceedings consisting of pages 145,
14 inclusive.

15 DATED: At Reno, Nevada, this day of 20th
16 day of January, 2024.

17

18 /s/ Brandi Ann Vianney Smith

19

20 BRANDI ANN VIANNEY SMITH

21

22

23

24

25

INVOICE

BAVS SM-LLC
brandiavsmith@gmail.com
United States

BILL TO
**Incline Village General Improvement
District**
Susan Herron / Heidi White

775-832-1218
AP@ivgid.org

Invoice Number: IVGID 17

Invoice Date: January 21, 2024

Payment Due: February 10, 2024

Amount Due (USD): \$1,220.00

Items	Quantity	Price	Amount
Base fee January 10, 2024 BOT meeting	1	\$350.00	\$350.00
Per page fee January 10, 2024 BOT meeting	145	\$6.00	\$870.00

Subtotal: \$1,220.00

Total: \$1,220.00

Amount Due (USD): \$1,220.00

From: [indra winquest](#)
To: [Matthew Dent](#); [Sara Schmitz](#); [Michaela Tonking](#); [Mike L. Bandelin](#); [Ray Tulloch](#); [Dave Noble](#); [Heidi White](#)
Subject: Correspondence
Date: Thursday, January 11, 2024 11:16:09 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Interim GM Mike Bandelin and members of the Board of Trustees-

I am providing written correspondence in response to agenda item F.1 from the January 10th, 2024 Board of Trustees Meeting. Several members of the community contacted me regarding this item, so I took the time to review. I am referencing page 104 question 3, and page 117 question 82. Both of these responses are inaccurate. I would request the record reflect that my separation from the district never had anything to do with the requirement to go through a public evaluation process. I stated publicly that in the event that I were to continue on with the District, I had no issue going through the full evaluation process. As I stated publicly, the request to consider separation was based on the existing circumstances at the time which included several factors, most importantly what was best for myself and my family and my overall health and wellness. I am copying the District Clerk as I want this included as correspondence as mentioned in reference to agenda item F.1 from the January 10th, 2024 Board of Trustees Meeting. Thank you for your understanding and cooperation and Happy New Year.

Indra Winquest

From: [Info IVGID](#)
To: [Heidi White](#)
Cc: [Mike L. Bandelin](#); [Erin Feore](#)
Subject: FW: January 10, 2024 Board Meeting, Agenda item G.5 BBK Agreement
Date: Wednesday, January 10, 2024 1:34:49 PM

*Please remember: Using the "reply all" feature in this email could constitute a violation of the Nevada Open Meeting Law.

Good Afternoon All, (Trustees Bcc'ed)

Please review the emailed Public Comment for the Board meeting tonight, below.

From: Diane Heirshberg <dbheirshberg@gmail.com>
Sent: Tuesday, January 9, 2024 2:51 PM
To: Info IVGID <info@ivgid.org>
Subject: January 10, 2024 Board Meeting, Agenda item G.5 BBK Agreement

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Re: January 10, 2024 Board Meeting, Agenda item G.5 BBK Agreement

Dear IVGID,

Please make this email which is my public comment, a part of the public record of the meeting of January 10, 2024, and deliver a copy to each of the Trustees. Thank you, Diane Becker

Dear Trustees Dent, Tulloch, Tonking, Noble, and Schmitz,

I am writing to suggest revisions to the proposed BBK Contract, and to recommend that if the Board is going to proceed to contract with BBK, that the Board hire an attorney to represent and protect the interests of IVGID.

Please note that I make these suggestions based on 23 years of experience as both a former Chief Legal Officer and a former inhouse and outside General Council (and before that 20 years as a litigator). During the later part of my practice, I was chairperson of the Corporate Law Department of the then largest law firm in Ventura County California and we represented many the public entities in the County during my tenure. As such I reviewed and approved the retainer agreements with clients on non-litigation matters, including the public

law clients, and I do not believe that the proposed BBK agreement adequately protects IVGID. I no longer practice law and have never practiced law in Nevada, and I make these comments as a citizen, but a citizen knowledgeable in reviewing attorney retainer fee agreements.

1. While the contract purports to have a term through December 31, 2026, it is terminable upon 30 days prior written notice from either party, with or without cause under Section 3.11. Please consider if 30 days' notice from BBK would be too short a time for IVGID as a public agency to solicit new representation and approve it. This should be considered by the Board.

2. Under the proposed BBK contract, IVGID is not contracting to have Sergio himself do the legal work. Because of the low hourly rate of \$285.00 per hour for all attorneys at any level, this will incentivize the law firm to put in less experienced attorneys to do the actual work, as the only commitment is that under paragraph 3.6:

“attorney Sergio Rudin will be **personally involved in the representation** of the Client and the delivery of services under this Agreement.”

Being “personally involved” does not mean that he will do the work or give IVGID any control or approval of the attorneys who perform services for IVGID. Paragraph 3.3 provides only that Sergio is responsible for “supervision of all services” and there should be a negotiation of some language describing under what circumstances Sergio will personally perform the services. Would it be “as and when requested by IVGID in writing that Sergio personally perform specific services”? As in-house Chief Legal Officer and General Counsel for two different companies, I found that in the case of blended rate contracts, the senior counsel rarely performed much of the services. This needs to be discussed and negotiated with Sergio, IVGID needs to understand what it is getting, and then this needs to be appropriately drafted.

3. I am aware of several concerns with the performance of services by BBK in the past, which are not addressed in the agreement, and there should be language in the agreement which remedies these issues. The four main deficiencies which I recall were: (i) repeated typographical errors remained in contracts that were approved by the Board, which were approved earlier by BBK without making the corrections; (ii) failure of BBK to meet deadlines set by the Board and by IVGID employees for completion of projects, resulting in delays in IVGID's ability to

complete its projects; (iii) failure of BBK to follow up on items directed by the Board; and (iv) failing to clearly follow and comply with policies set by the Governing Board and its directions, and instead following directions of IVGID senior management. Instead, there are very general commitments. For example. Paragraph 3.4 only if services would be performed “expeditiously in the time frames and as directed by the Client. Instead, it should provide that BBK shall meet the deadlines set by Client.” There needs to be some commitment to accuracy in review of contracts before submission to the Board. There needs to be a commitment to be knowledgeable with and to follow Board policies and votes, and to advise the Board as to circumstances observed where senior management and IVGID are not following Board policies.

4. Under paragraph 3.6, “Client shall have no choice in the selection, discharge, supervision or control of BB&K employees...” It is critical that Client be able to get the level of expertise, service, and experience necessary to properly perform services, and that Client be able to decline to have specific individuals work on their matters. Also, Client needs to be able to specify when Sergio will himself handle the representation of Client on specific matters.

5. Under paragraph 3.7 Client should have the ability to limited computerized research on lexis or Westlaw, courier and overnight services, library research services and travel expenses. Computerized legal research can run into thousands of unanticipated dollars. It is common to set a cap on the amount of expenses that can be incurred without pre-authorization and then the attorney gets Client approval. Also travel expenses should be in compliance with IVGID’s travel expense reimbursement policy, if there is one.

6. I suggest that you get a copy of BBK’s e & o insurance schedule listed in paragraph 3.9 to see what BBK’s insurance limits are.

7. Consider whether you want to add a Section 3.2.9 which reserves to IVGID the right to hire Special Counsel to handle any of the items under Sections 3.2.1 - 3.2.9.

I am available to discuss any issues raised in this email with Board member directly and can be reached at 805-2909-2779.

Respectfully submitted

Diane Becker Heirshberg, full time Incline Village resident

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD’S REGULAR JANUARY 10, 2024 MEETING –
AGENDA ITEM C – PUBLIC COMMENT – WHY ARE WE PAYING FAVORED
COLLABORATOR THE INCLINE VILLAGE/CRYSTAL BAY COMMUNITY
AND BUSINESS ASSOCIATION (“IVCBA”) ANYTHING?**

Introduction: Well here’s yet “another one” as my friend DJ Kahled would say¹. More evidence of staff incompetence, misrepresentation and arrogance. In other words, the more things change, the more they remain the same. Or stated differently, to those readers who think we can fix our corrupt and incompetent staff by replacing unethical and untruthful employees with what most people feel should be the kinds of employees we hire, here’s evidence that we *can’t*. The incompetence, corruption and unethicalness of District staff is not capable of redemption. It is simply repeated over and over again by new employee after new employee who is indoctrinated into the ways of IVGID. Or as Nevada defines a criminal business syndicate, “any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave (and)...which engages in or has the purpose of engaging in racketeering activit(ies).”² And that’s the purpose of this written statement.

Do You Realize We Pay Dozens of Private Organizations Unnecessary And Wasteful Membership Fees? You can see some of the in the spreadsheet table created below. And as you read each and every one, why don’t you ask yourself what this kind of membership has to do with providing facilities for utilities or public recreation?

Frank Wright’s And E-Mail Strings to The Board Starting Last December 27, 2023 Regarding IVCBA: Starting last December 27, 2023 fellow resident Frank Wright began writing to the Board on this subject making them aware of the inappropriate cash giveaways to favored collaborators such as

¹ Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else>.

² See NRS 207.370. According to NRS 207.390, racketeering activities mean “engaging in at least two crimes related to racketeering [such as robbery; taking property from another under circumstances not amounting to robbery, grand larceny, receiving, possessing or withholding stolen goods valued at \$650 or more, embezzlement of money or property valued at \$650 or more, obtaining possession of money or property valued at \$650 or more, obtaining a signature by means of false pretenses, or engaging in an act, practice or course of business or employing a device, scheme or artifice which operates or would operate as a fraud or deceit upon a person by means of a false representation or omission of a material fact (see NRS 207.360)] that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents.”

IVCBA³. In addition to what I knew, local resident Joy Gumz chimed in with her list of employee procurement/credit card charges. Rather than regurgitating its contents, I direct the reader to reach the e-mail, and conclude the merits of this agenda item for him/ herself.

Conclusion: On January 5, 2024 I asked that if Board members weren't completely embarrassed by what our wonderful staff has been spending our Recreation Facility Fees ("RFF") on, they should be embarrassed. I asked they make a New Year's Resolution to learn the limited powers of a general improvement district ("GID"), and start making change. Do you think they will?

Assuming they won't, now you the reader know what your RFF/Beach Facility Fees ("BFFs") actually pay for.

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

³ This e-mail string is attached as Exhibit "A" to this written statement.

EXHIBIT "A"

Re: PRR Log No. 23-126 - Missing public records - Look at This Garbage!

From: <s4s@ix.netcom.com>
To: Schmitz Sara <schmitz_trustee@ivgid.org>
Cc: Frank Wright <alpinesportss@gmail.com>, Dent Matthew <dent_trustee@ivgid.org>, Ray Tulloch <raytulloch@munrotulloch.com>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>, Gumz Joy <j.gumz1@gmail.com>
Subject: Re: PRR Log No. 23-126 - Missing public records - Look at This Garbage!
Date: Jan 5, 2024 2:01 PM

Chairperson Schmitz and Other Honorable Members of the IVGID Board -

So after I sent you my earlier e-mail today that objected to the yearly membership fees we pay to the IVCBA and other favored collaborators (see that e-mail below), I get the e-mail immediately below from local resident Joy Gumz. As do you. Which speaks to all the other wasteful membership related expenditures staff routinely make with their procurement/credit cards.

If you aren't embarrassed and ashamed by what our staff have done with local parcel owners' Rec Fees, as documented below, Trustees Tonking and Noble, you should be. And IMO there's something wrong with you!

And look how many of these charges are hidden from the public because they take place on employee procurement/credit cards no one ever sees. And weren't we going to eliminate all of these procurement cards? So that Mike Bandelin, Paul Raymore, Madonna Dunbar, and others couldn't make purchases such as these because WE CAN'T TRUST THEM? And have they been eliminated? Of course not.

Like I have commented so many times before. The more things change, the more they stay the same.

So now you're about to start the budget process for 2024-25. How about instead of going through the same type of dog and pony show we get year after year from staff, we do something different? How about we get a report of all line item expenses made for the previous year, and we start eliminating the garbage ones like these? The more wasteful expenditures we eliminate, the less pressure there will be on the RFF/BFF and central services transfers to result in a balanced budget.

I'm tired of hearing we have to make wasted expenditures such as these because we're running all of these money losing commercial business enterprises. Well isn't the answer to eliminating all of them, simply to go out of business? Then if staff are so hot to make wasteful expenditures such as these, how about they purchase our wonderful money losing commercial businesses and then they can spend whatever it is they want to spend and I'm not forced to go along with them for the ride? And the subsidy?

How about you understand what a GID really is? How about you understand what it is we're really here to accomplish? How about you start outsourcing as much of what we do to true professionals who have the expertise our staff doesn't have? And who can perform the amount of work our staff complete at a lesser cost? Like a landscape maintenance vendor who isn't going to charge us for six (6) new Toro push lawnmowers, and a \$45K machine to sharpen the blades on those lawnmowers?

How about we eliminate our internal services department? How about we reduce the number of employees? How about we eliminate IVGID Magazine? How about we go out of the catering business? How about we stop operating restaurants? How about we get out of the retail clothing/sports equipment business? How about we stop giving away the store to every Tom, Dick or Harry who claims to be a non-profit?

How about you stop misrepresenting to the public? For instance, you tell us that central services cost transfers represent the reasonable cost of all reasonably necessary services provided by the General Fund to other District divisions. But we all know this is not true.

You tell us that the RFF pays for the mere availability to access and use District recreational facilities other than the beaches and the services offered thereat upon our paying additional user fees just like the general public as a whole pay even though they don't have to pay the RFF. But we all know this is not true.

You tell us that the BFF pays for the mere availability to access and use District beach facilities and the services offered thereat, when you know each local parcel owner with beach access is entitled to access and use the beaches because of an easement included in the beach deed rather than the BFF. But we all know this is not true.

You pass through defensible space charges even though you know the District has never been granted the basic power to "eliminate fire hazards existing within the district (and)...clear public highways and private lands of dry grass, stubble, bushes, rubbish and other inflammable material which...constitute a fire hazard." Nor has this contract ever gone out to public bid.

Our solid waste disposal rates are higher than they should be because Waste Management passes through to rate payers the District's 10% franchise fee. A fee the District has no power to adopt given it does not represent payment "for services or facilities furnished by the district, charges for the availability of service, annexation charges (or) minimum charges" (these are the only "fees" a GID is authorized to adopt).

I could go on and on. But how about we make some real positive changes?

Respectively, Aaron Katz

-----Original Message-----

From: J <j.gumz1@gmail.com>
Sent: Jan 5, 2024 11:17 AM
To: <s4s@ix.netcom.com>
Cc: Frank Wright <alpinesportss@gmail.com>, Dent Matthew <dent_trustee@ivgid.org>, Ray Tulloch <raytulloch@munrotulloch.com>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>
Subject: Re: PRR Log No. 23-126 - Missing public records

not including Tyler MUNIS \$283,610 record id

Table with 10 columns: trans date, check or eft#, vendor/merchant, cardholder fullname, gl allocation amount, description, comment, fundname, de. Row 1: 5/16/19, 770904, North Tahoe Business Association, 3002019 MOTB Fan Sponsorship, Utilities, TY

111257	9/2/20	IN NORTH TAHOE BUSINESS	MADONNA DUNBAR	NTBA T WSA membership and 1000cup logo sponsorship summer 2020	Utilities	TV
120640	9/24/21	IN NORTH TAHOE BUSINESS	MADONNA DUNBAR	Co branding Drink Tahoe TAP/ 700MPTB and annual membership renewal	Utilities	TV
32291	3/10/15	750104Bear League		2502015 BEAR League Membership/Renewal	Utilities	Sc
63255	3/14/17	761363Bear League		2502017 membership	Utilities	Sc
78446	3/7/18	766579Bear League		2502018 Business membership	Utilities	Sc
78786	3/8/18	766579Bear League		2502018 Business membership	Utilities	Sc
95267	4/3/19	770484Bear League		250Black Bear - Bear League renewal	Utilities	Sc
96989	5/16/19	770922Sustainable Tahoe		7502-sided bear smart/bear league key rings	Utilities	TV
11543	4/8/20	773605Bear League		250Sponsorship of outreach tools (volunteer supplies; posters; hotline services; electric	Utilities	Sc
108519	5/5/21	776090Bear League		250Educational Sponsorship	Utilities	Sc
127236	5/12/22	778531Bear League		250	Utilities	Sc
127436	5/12/22	778531Bear League		250	Utilities	Sc
106138	2/17/21	775605Northern Nevada Consortium for Cooperative Purchas		2021 Membership Dues in 30NNCCP January 1, 2021 - December 31, 2021	Utilities	W
122643	1/27/22	777936Northern Nevada Consortium for Cooperative Purchas		2022 Membership Dues in 30NNCCP January 1, 2022 - December 31, 2022	Utilities	W
32167	3/3/15	750043Nevada Rural Water Assoc.		1850Conference Registration	Utilities	W
32368	3/10/15	750149Nevada Rural Water Assoc.		1100Conference Registration	Utilities	W
32369	3/10/15	750149Nevada Rural Water Assoc.		1000Conference Registration	Utilities	W
32370	3/10/15	750149Nevada Rural Water Assoc.		600Conference Registration	Utilities	Se
16525	1/19/16	NV RURAL WATER ASSO	BUXTON; TIMOTHY LEE	300NV RURAL WATER ASSO - Purchase	(Buxton; Tim; 01/26/16 09:37) Tim; Darel and Jeff cost for Nevada Rural Water Conference Reno Nevada.	Utilities W
16526	1/20/16	NV RURAL WATER ASSO	BUXTON; TIMOTHY LEE	300NV RURAL WATER ASSO - Purchase	(Buxton; Tim; 01/26/16 09:37) Tim; Darel and Jeff cost for Nevada Rural Water Conference Reno Nevada.	Utilities W
16527	1/20/16	NV RURAL WATER ASSO	BUXTON; TIMOTHY LEE	300NV RURAL WATER ASSO - Purchase	(Buxton; Tim; 01/26/16 09:37) Tim; Darel and Jeff cost for Nevada Rural Water Conference Reno Nevada.	Utilities W
47250	3/1/16	755511Nevada Rural Water Assoc.		270Membership Renewal 2016	Utilities	W
48700	4/12/16	756095Nevada Rural Water Assoc.		1550Pipeline Crew - Attending NvRWa Conference	Utilities	W
27991	7/22/16	NV RURAL WATER ASSO	RECTOR; VERONIKE L	35NV RURAL WATER ASSO - Purchase	Utilities	W
16558	1/5/17	NV RURAL WATER ASSO	BUXTON; TIMOTHY LEE	990NV RURAL WATER ASSO - Purchase	(Buxton; Tim; 02/08/17 17:06) NRWA Water conference for Tim;Darel and Jeff.	Utilities W
62100	2/7/17	760903Nevada Rural Water Assoc.		2702017 NRWA membership - renewal	Utilities	Se
28071	2/9/17	NV RURAL WATER ASSO	RECTOR; VERONIKE L	220NV RURAL WATER ASSO - Purchase	(Rector; Ronnie; 02/13/17 11:37) IVGID membership fee; NV Rural Water Assoc. (Rector; Ronnie; 02/13/17 11:38) Refund; NV Rural Water membership fee - double-billed.	Utilities W
28072	2/9/17	NV RURAL WATER ASSO	RECTOR; VERONIKE L	-270NV RURAL WATER ASSO - Credit	(Rector; Ronnie; 02/13/17 11:39) NV Rural Water membership; double-billed. (Rector; Ronnie; 02/23/17 12:03) K. Lebo conference registration; NV Rural Water Assoc.; (Rector; Ronnie; 02/23/17 12:04) P. Ortega's conference registration.	Utilities W
28073	2/9/17	NV RURAL WATER ASSO	RECTOR; VERONIKE L	270NV RURAL WATER ASSO - Purchase	Utilities	W
28044	2/17/17	NV RURAL WATER ASSO	RECTOR; VERONIKE L	275NV RURAL WATER ASSO - Purchase	Utilities	W

62697	2/23/17	761116	Nevada Rural Water Assoc.		1925	2017 NRWA annual conference - 7 attendees - pipeline	Utilities	W
62896	2/28/17	761185	Nevada Rural Water Assoc.		1375	2017 Annual Conference	Utilities	Se
28060	3/3/17		NV RURAL WATER ASSO	RECTOR; VERONIKE L	220	NV RURAL WATER ASSO - Purchase	Utilities	W
16589	1/24/18		NV RURAL WATER ASSO	BUXTON; TIMOTHY LEE	340	NV RURAL WATER ASSO - Purchase	Utilities	W
28132	1/24/18		NV RURAL WATER ASSO	RECTOR; VERONIKE L	680	NV RURAL WATER ASSO - Purchase	Utilities	W
28133	1/26/18		NV RURAL WATER ASSO	RECTOR; VERONIKE L	340	NV RURAL WATER ASSO - Purchase	Utilities	W
16592	2/28/18		NV RURAL WATER ASSO	BUXTON; TIMOTHY LEE	340	NV RURAL WATER ASSO - Purchase	Utilities	W
24717	2/28/18		NV RURAL WATER ASSO	LOCHRIDGE; ROBERT R	285	NV RURAL WATER ASSO - Purchase	Utilities	W
78527	3/7/18	766617	Nevada Rural Water Assoc.		2400	2018 Annual NVWRA conference registrations	Utilities	Se
78868	3/8/18	766617	Nevada Rural Water Assoc.		2400	2018 Annual NVWRA conference registrations	Utilities	Se
84481	7/11/18	768090	Nevada Rural Water Assoc.		335	System 501-9;999 Membership Renewal 2018	Utilities	W
91163	12/12/18	769626	Nevada Rural Water Assoc.		343	System 501-9;999 Membership Renewal for 2019	Utilities	W
16615	1/16/19		NV RUTRAL WATER ASSO	BUXTON; TIMOTHY LEE	1020	Nevada Rural Water Conference for Tim Darel and i	Utilities	W
28232	1/25/19		NV RUTRAL WATER ASSO	RECTOR; VERONIKE L	340	NV Rural Water Conference; P. Ortega	Utilities	W
28403	4/6/19		CA RURAL WATER ASSOC	Rudd; Keith P	595	California Rural Water Conference registration for B	Utilities	W
26097	7/24/19		NV RURAL WATER ASSO	Moore; Raquel V	35	Math course	Utilities	Se
26270	9/20/19		Nv Rural Water Asso	Panullo; Kirk D	70	NV Rural water class for CEU.	Utilities	W
24722	9/24/19		Nv Rural Water Asso	LOCHRIDGE; ROBERT R	35	Water treatment and Distribution tools	Utilities	W
6028	11/7/19	772541	Nevada Rural Water Assoc.		349	System 501- 9;999 Membership Fee	Utilities	W
28316	1/7/20		Nv Rural Water Asso	RECTOR; VERONIKE L	340	Registration Fee; NV Rural Water Conference P. Ortega plus 1.	Utilities	W
10924	3/18/20	773506	Nevada Rural Water Assoc.		1940	2020 NVRWA Conference - 2 days - Member Attendees: Chris Orton; Scott Hubele	Utilities	W
103224	11/5/20	774985	Nevada Rural Water Assoc.		349	Membership 501-9999	Utilities	W
120235	1/6/22	777810	Nevada Rural Water Assoc.		124	System 501-9,999 membership dues from November 2020-July 2022	Utilities	W
126094	2/24/22		BT NEVADA RURAL WATE	TIM BUXTON	700.78	Nevada rural water conference Jeff and Tim	Utilities	W
124098	3/11/22	778198	Nevada Rural Water Assoc.		855	2 day registration for NvRWA 2022 Annual Training - Technical Conference	Utilities	Se
131889	9/1/22	779320	Nevada Rural Water Assoc.		372	System Dues 07/01/22-06/30/23	Utilities	Se
96928	5/16/19	770904	North Tahoe Business Association		300	2019 MOTB Fan Sponsorship	Utilities	T\
111257	9/2/20		IN NORTH TAHOE BUSINESS	MADONNA DUNBAR	1000	NTBA T WSA membership and cup logo sponsorship summer 2020	Utilities	T\
120640	9/24/21		IN NORTH TAHOE BUSINESS	MADONNA DUNBAR	700	Co branding Drink Tahoe TAP / MPTB and annual membership renewal	Utilities	T\
46172	2/2/16	755138	IVCB Visitors Bureau		3240	RFD Customer Duplicate Payment	Ski	U\
65035	5/4/17	762068	IVCB Visitors Bureau		2582	2017 Season Ticket refund	Ski	U\
80753	4/25/18	767146	IVCB Visitors Bureau		3542	17/18 End of Season return of lift tickets	Ski	U\
26724	1/10/19		HYATT REGENCY LAKE TAH	Pinkerton; Steven J	77.96	Lunch with North Tahoe Visitors Bureau representat	General	E\

EarthLink Mail

94518	3/14/19	7703221VCB Visitors Bureau	2085	18-19 End of Season ticket return - #100934496	Ski	U	
95963	4/24/19	7706841VCB Visitors Bureau	2630	18-19 End of Season ticket return - RTP#100990957	Ski	U	
11156	3/25/20	7735341VCB Visitors Bureau	8390	1920 IVCBVB End of Season Ticket Return. RTP Transactions 101207397	Ski	U	
39217	8/4/15	752506Reno-Tahoe Territory	150	2015-2016 dues July 1; 2015 thru June 30; 2016	Ski	Di Sk	
51694	6/14/16	757193Reno-Tahoe Territory	150	Annual membership	Ski	Di Sk	
64640	4/18/17	761901Reno-Tahoe Territory	50	Bus transportation to Rural Roundup	General	Cc Rc	
64641	4/18/17	761901Reno-Tahoe Territory	50	Bus transportation to Rural Roundup	Ski	Di Sk	
67203	6/13/17	762804 Tahoe Territory Kitchens; Inc.	159.8	food purchase	Recreation Programs	U	
69370	7/27/17	763573Reno-Tahoe Territory	75	annual membership dues July 2017 - June 2018	Golf	Cl Cc	
69371	7/27/17	763573Reno-Tahoe Territory	75	annual membership dues July 2017 - June 2018	Ski	Di Sk	
84535	7/11/18	768106Reno-Tahoe Territory	150	Annual membership dues for 7/1/18 - 6/30/19	should be subscriptions & Dues	Ski	Di Sk
97730	6/6/19	771079Reno-Tahoe Territory	150	Annual membership dues for 7/1/19-6/30/20	Ski	Di Sk	
13365	6/18/20	774000Reno-Tahoe Territory	150	Full Voting Member-Annual Membership Dues	Ski	Di Sk	
109819	6/10/21	776331Reno-Tahoe Territory	150	Annual membership dues for 7/1/21-6/30/22	Ski	Di Sk	
128491	6/10/22	778731Reno-Tahoe Territory	150	Annual Membership Dues 07.01.22-06.30.23	Ski	Di Sk	
106376	2/24/21	775641 Incline Community Business Association DBA IVCBA	333.36	IVCBA membership	Golf	Cl Cc	
124877	4/7/22	778345 Incline Community Business Association DBA IVCBA	150	IVCBA membership	Recreation Programs	U	
39217	8/4/15	752506Reno-Tahoe Territory	150	2015-2016 dues July 1; 2015 thru June 30; 2016	Ski	Di Sk	
51694	6/14/16	757193Reno-Tahoe Territory	150	Annual membership	Ski	Di Sk	
64640	4/18/17	761901Reno-Tahoe Territory	50	Bus transportation to Rural Roundup	General	Cc Rc	
64641	4/18/17	761901Reno-Tahoe Territory	50	Bus transportation to Rural Roundup	Ski	Di Sk	
67203	6/13/17	762804 Tahoe Territory Kitchens; Inc.	159.8	food purchase	Recreation Programs	U	
69370	7/27/17	763573Reno-Tahoe Territory	75	annual membership dues July 2017 - June 2018	Golf	Cl Cc	
69371	7/27/17	763573Reno-Tahoe Territory	75	annual membership dues July 2017 - June 2018	Ski	Di Sk	
84535	7/11/18	768106Reno-Tahoe Territory	150	Annual membership dues for 7/1/18 - 6/30/19	should be subscriptions & Dues	Ski	Di Sk
97730	6/6/19	771079Reno-Tahoe Territory	150	Annual membership dues for 7/1/19-6/30/20	Ski	Di Sk	
13365	6/18/20	774000Reno-Tahoe Territory	150	Full Voting Member-Annual Membership Dues	Ski	Di Sk	
109819	6/10/21	776331Reno-Tahoe Territory	150	Annual membership dues for 7/1/21-6/30/22	Ski	Di Sk	
128491	6/10/22	778731Reno-Tahoe Territory	150	Annual Membership Dues 07.01.22-06.30.23	Ski	Di Sk	
37497	7/7/15	751997 NV League of Cities & Municipalities	3886.59	IVGID dues for the year 2015-2016	General	E	
46633	2/11/16	755307 Employee Reimbursement	423.6	Reimburse Travel - NV League of Cities/Work Shop	General	E	
47758	3/15/16	755687 NV League of Cities & Municipalities	3895.66	Annual membership 2016-2017	General	E	

68175	7/6/17	763151	NV League of Cities & Municipalities		3911.5	Annual membership 2017-2018	General	E>
84512	7/11/18	768094	NV League of Cities & Municipalities		3942.36	Annual Member dues for fiscal yr 2018-19	General	E>
26722	12/21/18		THE LEAGUE OF CALIFORNIA	Pinkerton; Steven J	650	Registration for Conference	NONE	Ni
98719	6/26/19	771279	NV League of Cities & Municipalities		3967.67	Annual Member dues for fiscal yr 2019-20	General	E>
100434	8/13/20	774415	NV League of Cities & Municipalities		3942.36	Annual Membership Dues FY 2020-21	General	E>
117459	10/7/21	777239	NV League of Cities & Municipalities		3967.66	Annual Membership Dues FY 2021-22	General	E>
133316	10/6/22	779569	NV League of Cities & Municipalities		6254.69	Annual Membership Dues FY 2022-2023	General	E>
15736	6/4/19	22	BISTRO	BANDELIN; MIKE LEE	109.35	provided lunch to staff while attending ski California	Ski	Di Sk
5018	10/9/19	772286	California Ski Industry Assoc (CSIA)		1373.3	Ski California 2019 Membership Dues 30%	Ski	Di Sk
121547	7/24/21		CALIFORNIA SKI INDUSTRY	JAY RYDD	250	Registration for Ski California lift maintenance and operations seminar	Ski	Di Sk
121548	8/24/21		FIRESIDE PIZZA CO	JAY RYDD	100.09	Lunch for staff at Ski California Conference	Ski	Di Sk
120482	9/22/21		HARVEST INN	MIKE BANDELIN	344.43	Ski California Board Meeting room charge.	Ski	Di Sk
126923	5/16/22		CALIFORNIA SKI INDUSTRY	JAY RYDD	325	Ski California conference attendance fee for patrol director / safety coordinator	Ski	Di Sk
134143	11/3/22	779703	Employee Reimbursement		336.92	Travel reimbursement for attending ski California fall board meeting	Ski	Di Sk
32680	3/17/15	750248	National Ski Area Assoc. (NSAA)		2828.4	NSSA Annual Dues 7/1/14-6/30/15	Ski	Di Sk
30875	3/31/15	NSAA		Wilson; Brad R	800	NSAA Show	Ski	Di Sk
14325	4/22/15	NSAA		Anderson; Kayla D	800	NSAA - Purchase	Ski	Di Sk
34689	5/12/15	751059	Employee Reimbursement		457.6	2015 Expense Report/reimbs NSAA Conf May 3-5;2015	Ski	Di Sk
35048	5/19/15	751148	Employee Reimbursement		447.6	Reimbursement NSAA Conference May 3-6; 2015 San Francisco; CA	Ski	Di Sk
29815	5/26/15	NSAA		Trujillo; Curtis G	84	NSAA - Purchase	Ski	Di Sk
38378	7/21/15	752238	National Ski Area Assoc. (NSAA)		2909	2015-2016 NSAA Dues	Ski	Di Sk
17857	9/21/15	NSAA		Dollar; John W	150	NSAA - Purchase	General	Fi Au
17860	12/18/15	NSAA		Dollar; John W	225	NSAA - Purchase	General	Fi Au
15617	1/13/16	NSAA		BANDELIN; MIKE LEE	500	NSAA - Purchase	Ski	Di Sk
15618	1/14/16	NSAA		BANDELIN; MIKE LEE	-200	NSAA - Credit	Ski	Di Sk
47248	3/1/16	755510	National Ski Area Assoc. (NSAA)		100	01/13/2016 Conference & Tradeshow	General	Ge Ge
47249	3/1/16	755510	National Ski Area Assoc. (NSAA)		100	01/13/2016 Conference & Tradeshow	Ski	Di Sk

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23007	7/6/16	NSAA	Iida; Lauren A	75NSAA - Purchase	(Iida; Lauren A; 07/26/16 11:47) NSAA - payment for survey results	Ski	Di Sk
54457	8/9/16	758176 National Ski Area Assoc. (NSAA)		5327 Mbship Dues 07/01/2016 to 06/30/2017		Ski	Di Sk
17864	9/23/16	NSAA	Dollar; John W	150NSAA - Purchase	(Dollar; John W; 10/03/16 10:37) NSAA fall conference @Squaw Valley; (Dollar; John W; 10/03/16 10:39) NSAA Fall Conference; (Eick; Gerald W; 10/31/16 11:16) FINDR	General	Fi Au
15662	10/6/16	NSAA	BANDELIN; MIKE LEE	150NSAA - Purchase		Ski	Di Sk
15711	4/4/17	NSAA	BANDELIN; MIKE LEE	1600NSAA - Purchase	(Bandelin; Mike; 04/26/17 10:32) NSAA conference fees	Ski	Di Sk
15716	5/24/17	NSAA	BANDELIN; MIKE LEE	260.25NSAA - Purchase	(Bandelin; Mike; 05/30/17 13:34) purchase economic survey; (Eick; Gerald W; 06/02/17 15:21) FINDR	Ski	Di Sk
15700	6/1/17	NSAA	BANDELIN; MIKE LEE	675NSAA - Purchase	(Bandelin; Mike; 06/26/17 10:12) Purchase economic analysis united states ski areas report; (Eick; Gerald W; 06/27/17 18:13) FINDR	Ski	Di Sk
23337	6/16/17	NSAA	KOEHLER; STEPHANIE R	250NSAA - Purchase - Jay Rydd	(Koehler; Stephanie; 06/21/17 15:11) Jay Rydd - Bike Summit 2017	Ski	Di Sk
29890	8/1/17	NSAA	Trujillo; Curtis G	75NSAA - Purchase	(Trujillo; Curtis G; 08/07/17 12:54) NSAA Ski Survey; (Carey; Dee; 08/08/17 14:11) approved recruiting purchase	Ski	Di Sk
17878	9/26/17	NSAA	Dollar; John W	300NSAA - Purchase		General	Fi Au
17834	1/10/18	NSAA	Dollar; John W	99NSAA - Purchase	(Dollar; John W; 01/12/18 17:30) ANSI B77.1 Aerial Trams; Lifts safety requirements 2017 update; (Eick; Gerald W; 01/29/18 10:03) FINDR	General	Fi Au
23430	3/29/18	NSAA	Koehler; Stephanie R	1600NSAA - Purchase	(Koehler; Stephanie; 03/31/18 10:52) NSAA Conference; (Eick; Gerald W; 04/24/18 13:47) FINDR for Mike Bandelin	Ski	Di Sk
80532	4/18/18	767083 National Ski Area Assoc. (NSAA)		60522018 NSAA membership dues		Ski	Di Sk
80705	4/25/18	476 Employee Reimbursement		320 per diem for May trvl to NSAA Convention in Naples; FL		Ski	Di Sk
84480	7/11/18	768089 National Ski Area Assoc. (NSAA)		4876 2018/2019 Ski Area Membership Dues		Ski	Di Sk
29720	7/30/18	NSAA	Trujillo; Curtis G	100NSAA - Purchase	(Trujillo; Curtis G; 08/01/18 17:30) Ski NSAA Salary Survey; (Carey; Dee; 08/14/18 12:11) approved HR purchase	Ski	Di Sk
17840	9/5/18	NSAA	Dollar; John W	150NSAA - Purchase	(Dollar; John W; 09/07/18 17:04) NSAA Fall seminar; (Eick; Gerald W; 09/17/18 16:55) FINDR	General	Fi Au
29729	9/13/18	NSAA	Trujillo; Curtis G	150NSAA Ski Area Safety Training		General	Fi Au
23513	3/4/19	NSAA	Koehler; Stephanie R	800NSAA Conference		Ski	Di Sk
23514	3/4/19	NSAA	Koehler; Stephanie R	800NSAA Conference		Ski	Di Sk
27282	3/4/19	SOUTHWES 5262447108867	Raymore; Paul A	271.96 Southwest Airlines - Flight to NSAA National Convnt		Ski	Di Sk
27290	3/17/19	HILTON HOTEL SAN DIEGO	Raymore; Paul A	651.45 Hotel for NSAA National Convention		Ski	Di Sk
95727	4/17/19	1854 Employee Reimbursement		141.5 travel per diem/advance for NSAA/ 4/29 - 5/1/19	out of state conference	Ski	Di Sk
95786	4/17/19	770641 Employee Reimbursement		141.5 Travel per diem/advance for 4/29 - 5/2/2019 NSAA covnf.	out-of-state conference	Ski	Di Sk

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95968	4/24/19	770688	Employee Reimbursement		NSAA/ANSI Accredited Standards Committee meeting in San Diego - 4/27-4/30/2019	248.55	Ski	Di Sk
95969	4/24/19	770688	Employee Reimbursement		NSAA/ANSI Accredited Standards Committee meeting in San Diego - 4/27-4/30/2019	80	Ski	Di Sk
27304	4/29/19		RENO-TAHOE AIRPORT AUTH	Raymore; Paul A	Parking at Reno Airport for NSAA convention - initi	6	Ski	Di Sk
27306	4/30/19		LYFT RIDE MON 11PM	Raymore; Paul A	Transportation to NSAA convention from airport	16.19	Ski	Di Sk
27309	5/1/19		HILTON HOTEL SAN DIEGO	Raymore; Paul A	Day 2 lodging charges for NSAA Convention. Day 1	325.73	Ski	Di Sk
27310	5/2/19		RENO-TAHOE AIRPORT AUTH	Raymore; Paul A	Parking at Reno Airport for NSAA Convention	23	Ski	Di Sk
27311	5/3/19		LYFT RIDE WED 6PM	Raymore; Paul A	Transportation to San Diego airport from NSAA Cor	13.73	Ski	Di Sk
29769	5/21/19		NSAA	Trujillo; Curtis G	Annual Salary Survey for Diamond Peak - NSAA	125	Ski	Di Sk
26234	8/1/19		NSAA	Olson; John G	99Ansi B77 PDF copy		Ski	Di Sk
29794	8/16/19		NSAA	Trujillo; Curtis G	NSAA Risk and Safety annual conference at Squaw	150	General	Pe Ac
17848	9/4/19		Nsaa	Dollar; John W	NSAA fall seminar	150	NONE	Ni
26246	9/18/19		Nsaa	Olson; John G	Fall Education NSAA registration for John Olson Matt Melilli	300	Ski	Di Sk
28611	9/18/19		Nsaa	RYDD; JASON		150	Ski	Di Sk
17852	12/18/19		Nsaa	Dollar; John W	NSAA Winter conference at Squaw Valley	275	General	Fi Ac
28615	1/3/20		Nsaa	RYDD; JASON	NSAA winter conference	325	Ski	Di Sk
28616	1/3/20		Nsaa	RYDD; JASON	NSAA winter conference	650	Ski	Di Sk
26258	1/6/20		Nsaa	Olson; John G	2020 NSAA Winter Conference/ ANSI B77 meetings	325	Ski	Di Sk
113483	6/30/20		NSAA	CURTIS G TRUJILLO	Ski NSAA Salary Survey	150	Ski	Di Sk
112708	8/27/20		NSAA	JOHN OLSON	Maintenance Records Book	78	Ski	Di Sk
113214	10/13/20		NSAA	JAY RYDD	NSAA fall education online seminar 175.00 Aerial evacuation resource guide 65.00	252	Ski	Di Sk
103908	12/3/20	775167	World Cup Supply, Inc.		WCS/NSAA Covid Signage	1005.89	Ski	Di Sk
103909	12/3/20	775167	World Cup Supply, Inc.		WCS/NSAA Covid Signage Credit	-1005.89	Ski	Di Sk
107892	4/14/21	775940	National Ski Area Assoc. (NSAA)		Yearly Dues, see attachment for calculations	5935	Ski	Di Sk
121726	7/13/21		NSAA	CURTIS G TRUJILLO	Refund for participating in NSAA Salary survey.	-200	Ski	Di Sk
115903	8/25/21	776907	National Ski Area Assoc. (NSAA)		NSAA membership dues begin July 1, 2021 ending June 30, 2022. 340.34, 990.7430	6653	Ski	Di Sk
121552	9/29/21		LAURA	JAY RYDD	NSAA fall education seminar	350	Ski	Di Sk
121298	1/2/22		NSAA	JOHN OLSON		225	Ski	Di Sk
126754	1/3/22		NSAA	JOHN OLSON	Event Registration for the NSAA Western Winter Conference.	225	Ski	Di Sk
126757	1/3/22		ALLIANZ TRAVEL INS	JOHN OLSON	Travel Insurance to attend NSAA Western Winter Conference.	43.98	Ski	Di Sk
126755	1/4/22		AMERICAN AIR0012321912594	JOHN OLSON	Flights to Aspen to attend NSAA Western Winter	519.2	Ski	Di Sk

126756	1/4/22	AMERICAN AIR0010645022158	JOHN OLSON	Conference. Flights to Aspen to attend 73.56NSAA Western Winter Conference.	Ski	Di Sk
121302	1/10/22	NSAA	JOHN OLSON	-225	Ski	Di Sk
126758	1/11/22	NSAA	JOHN OLSON	-225 Registration refund for NSAA Winter Conference.	Ski	Di Sk
131683	8/26/22	779282 National Ski Area Assoc. (NSAA)		6813 NSAA annual dues (ref PO 22300058)	Ski	Di Sk
133782	10/21/22	779616 Employee Reimbursement		2230.25 Expense Reimbursement for NSAA Symposium 10.03.2022 - 10.06.2022	Ski	Di Sk
32715	3/17/15	750265 STROKE Certified		Pilot Program Fee-bench 250 marketing & road mapping sustainability services	Ski	Di Sk
22890	10/12/15	STROKE CERTIFIED	Iida, Lauren A	250 STROKE CERTIFIED - Purchase	Ski	Di Sk
79760	3/28/18	766868 STROKE Certified		420.71 Independent Evaluator srvc	Ski	Di Sk
27234	11/5/18	STROKE CERTIFIED	Raymore, Paul A	1750 STOKTE Certified plaques for display at Diamond Pe	Ski	Di Sk
27246	11/30/18	STROKE CERTIFIED	Raymore, Paul A	75.64 Postage for STROKE Certified commemorative plaqut	Ski	Di Sk
96561	5/9/19	770848 STROKE Certified		700 STROKE Snow Annual Membership Dues	Ski	Di Sk
121384	9/17/21	PALISADES TAHOE ESTORE	PAUL A RAYMORE	19.38 Palisades Tahoe Washoe Cultural Tour event attendance - comparing to STROKE Tour at DP	Ski	Di Sk
41922	10/6/15	753540 Sno Country/New England Ski Area C		5952015-2016 membership	Ski	Di Sk
72449	9/27/17	764654 Sno Country/New England Ski Area Council		10752017-18 season membership	Ski	Di Sk
88704	10/3/18	769047 Sno Country/New England Ski Area Council		12152018-19 Season Membership	Ski	Di Sk
4818	10/2/19	772265 Sno Country/New England Ski Area Cou		1215 Membership for the 2019-2020 Season	Ski	Di Sk
103076	10/28/20	774950 Sno Country/New England Ski Area Council		1315 Membership for the 2020-2021 Season	Ski	Di Sk
92510	1/16/19	769928 National Golf Foundation Inc.		250 Renewal of Facility Membership#1034011 for 3/1/19 - 2/29/2020	Golf	Cl Ct
29516	1/14/20	National Golf Foundation	Thornburg; Kyle W	250	Golf	Cl Ct
105543	1/27/21	775489 National Golf Foundation Inc.		250 Membership 01.01.21 -02.28.22	Golf	Cl Ct
120233	1/6/22	777808 National Golf Foundation Inc.		250 Membership 03.01.2022-02.28.2023	Golf	Cl Ct
24873	1/6/15	US GOLF ASSOCIATION	McCloskey; Michael C	110 US GOLF ASSOCIATION - Purchase	Golf	Cl Ct
24934	1/15/16	US GOLF ASSOCIATION	McCloskey; Michael C	110 US GOLF ASSOCIATION - Purchase	Golf	Cl Ct
29453	1/9/19	US GOLF ASSOCIATION	Thornburg; Kyle W	36.74	Golf	Cl Ct
24857	2/4/15	NCPGA	McCloskey; Michael C	35 NCPGA - Purchase	Golf	M Ct
24854	2/19/15	NCPGA	McCloskey; Michael C	35 NCPGA - Purchase	Golf	Cl Ct

(McCloskey; Michael C; 01/08/15 12:41) Annual membership dues to the USGA.; (Eick; Gerald W; 02/20/15 18:07) FINDR (McCloskey; Michael C; 01/19/16 22:38) 2016 Annual Dues to the United States Golfers Association.

(McCloskey; Michael C; 02/14/15 18:32) Northern California PGA Sierra Nevada Chapter Annual meeting in Reno. This charge is for Robyn Crabill's attendance to the meeting.; (Eick; Gerald W; 02/20/15 18:07) FINDR (McCloskey; Michael C; 02/23/15 11:01) Registration for our Northern California

ID	Date	Description	Sender	Amount	Category	Details	Account	Code
24867	5/19/15	PGA MEMBER INFO SRVCS	McCloskey; Michael C	345	PGA MEMBER INFO SRVCS - Purchase	PGA Section Annual Meeting. Registration is for Michael McCloskey; (Eick, Gerald W; 02/26/15 16:46) FINDR (McCloskey; Michael C; 05/21/15 13:16) Annual PGA of America dues for 2015/16 for Kyle Thornburg; Assitant Golf Professional/Tournament Coord.; (Eick; Gerald W; 06/05/15 18:00) FINDR (McCloskey; Michael C; 06/05/15 21:31) 2015 PGA of America Annual Dues for Michael McCloskey; (Eick; Gerald W; 06/16/15 10:56) FINDR (McCloskey; Michael C; 06/10/15 19:50) Annual PGA Dues for the 2015 Calendar year for 1st Assistant Stephen Zaudtke; (Eick; Gerald W; 06/16/15 10:57) FINDR (McCloskey; Michael C; 06/13/15 19:51) Annual PGA of America Dues for 2015/16 for Robyn Bradford.; (Eick; Gerald W; 06/16/15 10:56) FINDR (McCloskey; Michael C; 07/04/15 12:08) Annual PGA Dues for our Director of Instruction - Neil Gunn; (Eick; Gerald W; 07/14/15 15:40) FARMIT	Golf	CI Cc
24855	6/2/15	PGA MEMBER INFO SRVCS	McCloskey; Michael C	593	PGA MEMBER INFO SRVCS - Purchase		Golf	CI Cc
24875	6/5/15	PGA MEMBER INFO SRVCS	McCloskey; Michael C	593	PGA MEMBER INFO SRVCS - Purchase		Golf	CI Cc
24881	6/11/15	PGA MEMBER INFO SRVCS	McCloskey; Michael C	593	PGA MEMBER INFO SRVCS - Purchase		Golf	M Cc
24883	7/1/15	PGA MEMBER INFO SRVCS	McCloskey; Michael C	459	PGA MEMBER INFO SRVCS - Purchase		Golf	CI Cc
37577	7/7/15	752011 Employee Reimbursement		296.5	1/2 PGA annual dues for 2015/2016		Golf	CI Cc
24891	7/14/15	NCPGA	McCloskey; Michael C	75	NCPGA - Purchase		Golf	CI Cc
24895	7/28/15	PGA MEMBER INFO SRVCS	McCloskey; Michael C	370	PGA MEMBER INFO SRVCS - Purchase		Golf	CI Cc
39198	8/4/15	752499 PGA Foundation; INC/DBA: PGA REA		1125	PGA Junior Golf League Team Registration Fee		Golf	CI Cc
46387	2/9/16	755229 Employee Reimbursement		38.88	Mileage Reimbursement - travel to airport and home PGA Show Expense Report-PGA		Golf	CI Cc
46953	2/23/16	755419 Employee Reimbursement		690.57	Merchandise Show 0 1/24/16 - 01/29/16		Golf	CI Cc
47275	3/1/16	755523 Employee Reimbursement		354	Per Diem for PGA Show 1/24/16 to 01/09/16 O rland; FL		Golf	CI Cc
47416	3/8/16	755581 Employee Reimbursement		354	Per Diem for PGA ShoWin Orlando; FL 0 1/24/16 to 01/29/16		Golf	CI Cc
47450	3/8/16	755595 Employee Reimbursement		354	Per Diem - PGA Golf ShoWin Orlando; FL 01/24/16 to 01/29/16		Golf	CI Cc
24939	5/3/16	PGA MEMBER INFO SRVCS	McCloskey; Michael C	593	PGA MEMBER INFO SRVCS - Purchase	(McCloskey; Michael C; 05/12/16 02:13) 2016 PGA of America Annual Dues for Michael McCloskey; (Eick; Gerald W; 06/08/16 09:42) FINDR for SGH	Golf	CI Cc
24950	6/5/16	PGA MEMBER INFO SRVCS	McCloskey; Michael C	593	PGA MEMBER INFO SRVCS - Purchase	(McCloskey; Michael C; 06/16/16 17:15) Annual PGA Dues for Robert Bruce.	Golf	CI Cc
24951	6/16/16	PGA MEMBER INFO SRVCS	McCloskey; Michael C	593	PGA MEMBER INFO SRVCS - Purchase	(McCloskey; Michael C; 06/18/16 17:23) Annual PGA Dues for Robyn Bradford	Golf	M Cc
24953	6/16/16	PGA MEMBER INFO SRVCS	McCloskey; Michael C	593	PGA MEMBER INFO SRVCS - Purchase	(McCloskey; Michael C; 06/18/16 17:40) Annual PGA Dues for Kyle Thornburg.	Golf	CI Cc

24959	6/25/16	NCPGA	McCloskey; Michael C	75NCPGA - Purchase	(McCloskey; Michael C; 06/30/16 21:15) Meeting fee for the Semi-Annual NCPGA Meeting in Reno, NV	Golf	Cl Cc
24960	6/25/16	NCPGA	McCloskey; Michael C	80NCPGA - Purchase	(McCloskey; Michael C; 06/30/16 21:16) 2016/17 NCPGA Annual Dues	Golf	Cl Cc
24964	7/1/16	PGA MEMBER INFO SRVCS	McCloskey; Michael C	345 PGA MEMBER INFO SRVCS Purchase	-07/09/16 22:01) 2016/2017 PGA Annual Dues for Chris Lavery.	Golf	Cl Cc
53712	7/26/16	757925 Employee Reimbursement		75 Reimbursement Northern CA PGA Membership		Golf	Cl Cc
24993	1/14/17	PGA MERCHANDISESHOW	McCloskey; Michael C	600 PGA MERCHANDISESHOW Purchase	(McCloskey; Michael C; 01/20/17 19:31) 3 Days of Seminars at the PGA Show	Golf	Cl Cc
24994	1/17/17	PGA MERCHANDISESHOW	McCloskey; Michael C	35 PGA MERCHANDISESHOW Purchase	(McCloskey; Michael C; 01/20/17 19:34) 2017 PGA Show Exhibit Hall Registration for Sharon Heider - Purchased by McCloskey (Heider; Sharon G; 02/09/17	Community Services Administrat	Cc Se Ar
21952	1/18/17	PGA MERCHANDISESHOW	Heider; Sharon G	565 PGA MERCHANDISESHOW Purchase	18:08) registration for conference; (Herron; Susan A; 02/16/17 12:21) PGA Show trip expenses	Community Services Administrat	Cc Se Ar
62283	2/8/17	760948 Employee Reimbursement		534.09 JAN 2017 Annual PGA Mdse Shoe - reimbursable expenses		Golf	Cl Cc
62285	2/8/17	760950 Employee Reimbursement		795.43 Jan 2017 - Annual PGA Show - reimbursable expense		Golf	Cl Cc
25001	2/11/17	NCPGA	McCloskey; Michael C	35NCPGA - Purchase	(McCloskey; Michael C; 02/14/17 17:36) Sierra Nevada Chapter PGA Annual Meeting	Golf	Cl Cc
63805	3/28/17	761611 Employee Reimbursement		500 reimbursement PGA cert Pro Prgm		Golf	Cl Cc
25012	5/21/17	NCPGA	McCloskey; Michael C	75NCPGA - Purchase	(McCloskey; Michael C; 05/28/17 12:38) Northern California PGA Section Annual Dues for Director of Golf - Michael McCloskey; (Eick; Gerald W; 06/02/17 15:22) FINDR	Golf	Cl Cc
25013	5/23/17	PGA MEMBER INFO SRVCS	McCloskey; Michael C	636 PGA MEMBER INFO SRVCS Purchase	(McCloskey; Michael C; 05/28/17 12:36) PGA of America Annual Dues for Director of Golf Michael McCloskey; (Eick; Gerald W; 06/02/17 15:22) FINDR	Golf	Cl Cc
25015	5/29/17	PGA MEMBER INFO SRVCS	McCloskey; Michael C	636 PGA MEMBER INFO SRVCS Purchase	(McCloskey; Michael C; 06/27/17 13:55) 2017 PGA of America Annual Dues for Michael McCloskey; (Eick; Gerald W; 06/27/17 18:13) FINDR	Golf	Cl Cc
25016	5/30/17	NCPGA	McCloskey; Michael C	75NCPGA - Purchase	(McCloskey; Michael C; 06/27/17 13:56) NCPGA Section Quarterly Meeting for Michael McCloskey; (Eick; Gerald W; 06/27/17 18:13) FINDR	Golf	Cl Cc
24999	6/1/17	PGA MEMBER INFO SRVCS	McCloskey; Michael C	636 PGA MEMBER INFO SRVCS Purchase	(McCloskey; Michael C; 06/27/17 13:57) 2017 PGA of America Annual Dues for Kyle Thornburg; (Eick; Gerald W; 06/27/17 18:13) FINDR	Golf	Cl Cc
25024	6/27/17	NCPGA	McCloskey; Michael C	80NCPGA - Purchase	(McCloskey; Michael C; 06/28/17 19:40) Northern California PGA Semi-Annual Section Meeting in Reno, NV; (Eick; Gerald W; 07/03/17 13:58) FINDR for SJP	Golf	Cl Cc
25036	7/3/17	PGA MEMBER INFO SRVCS	McCloskey; Michael C	534 PGA MEMBER INFO SRVCS Purchase	(McCloskey; Michael C; 07/06/17 11:32) PGA Annual Dues for Teaching Professional Neil Gunn.; (Eick; Gerald W; 07/14/17 10:27) DRFIN for SJP	Golf	Cl Cc
25044	7/19/17	PGA MEMBER INFO SRVCS	McCloskey; Michael C	661 PGA MEMBER INFO SRVCS Purchase	(McCloskey; Michael C; 07/23/17 14:42) Annual PGA Dues for Robyn Bradford.;	Golf	M Cc

25037	9/3/17	NCPGA	McCloskey; Michael C	130NCPGA - Purchase	(Eick; Gerald W; 07/24/17 15:22) DIRFN for SJP (McCloskey; Michael C; 09/10/17 18:54) Northern California PGA Board Meeting in Truckee California; (Eick; Gerald W; 09/15/17 16:57) DRFIN for SJP	Golf	Cl Cc
72370	9/27/17	764610 Ewing Irrigation Products		72.9G4 slnd assy pnb/pga		Parks	Pa
25067	11/20/17	PGA MERCHANDISESHOW	McCloskey; Michael C	545 PGA MERCHANDISESHOW - Purchase	(McCloskey; Michael C; 11/25/17 14:22) 2018 PGA Show Educational Conference Pass for Michael McCloskey; (Eick; Gerald W; 11/28/17 10:32) DRFIN for SJP (McCloskey; Michael C; 01/24/18 09:56) Educational	Golf	Cl Cc
24772	1/9/18	PGA MERCHANDISESHOW	McCloskey; Michael C	135 PGA MERCHANDISESHOW - Purchase	class for Genevieve Popovitch at the 2018 PGA Show ; (Eick; Gerald W; 01/29/18 10:02) DRFIN for SJP (McCloskey; Michael C; 05/05/18 14:13) Annual PGA Dues for Kyle Thornburg; (Eick; Gerald W; 05/10/18 13:59) DRFIN for SJP (McCloskey; Michael C; 05/05/18 14:13) Annual PGA Dues for Michael McCloskey; (Eick; Gerald W; 05/10/18 13:59) DRFIN for SJP (McCloskey; Michael C; 05/10/18 00:34) 2018 Annual PGA Dues for Robert Bruce; (Eick; Gerald W; 05/10/18 13:59) DRFIN for SJP (McCloskey; Michael C; 06/05/18 11:46) Northern California PGA Quarterly Education Conference; (Eick; Gerald W; 06/18/18 17:21) DRFIN for SJP (McCloskey; Michael C; 06/22/18 19:59) Annual PGA Dues for Jess Dugan; (Eick; Gerald W; 06/26/18 14:51) DIRFN for SJP (McCloskey; Michael C; 06/22/18 20:00) Annual PGA Dues for Neil Gunn; (Eick; Gerald W; 06/26/18 14:51) DIRFN for SJP (McCloskey; Michael C; 08/23/18 17:50) NCPGA Sierra Nevada Chapter Annual Dues for Kyle Thornburg; (Eick; Gerald W; 09/17/18 16:54) DRFIN for SJP (McCloskey; Michael C; 08/23/18 17:51) NCPGA Sierra Nevada Chapter Annual Dues for Michael McCloskey; (Eick; Gerald W; 09/17/18 16:54) DRFIN for SJP	Golf	Cl Cc
24785	5/1/18	PGA MEMBER INFO SRVCS	McCloskey; Michael C	651 PGA MEMBER INFO SRVCS - Purchase		Golf	Cl Cc
24786	5/1/18	PGA MEMBER INFO SRVCS	McCloskey; Michael C	651 PGA MEMBER INFO SRVCS - Purchase		Golf	Cl Cc
24787	5/4/18	PGA MEMBER INFO SRVCS	McCloskey; Michael C	651 PGA MEMBER INFO SRVCS - Purchase		Golf	Cl Cc
24794	5/23/18	NCPGA	McCloskey; Michael C	100NCPGA -Purchase		Golf	Cl Cc
24798	6/7/18	PGA MEMBER INFO SRVCS	McCloskey; Michael C	651 PGA MEMBER INFO SRVCS - Purchase		Golf	M Cc
24800	6/8/18	PGA MEMBER INFO SRVCS	McCloskey; Michael C	539 PGA MEMBER INFO SRVCS - Purchase		Golf	Cl Cc
24825	8/16/18	NCPGA	McCloskey; Michael C	75NCPGA -Purchase		Golf	Cl Cc
24826	8/17/18	NCPGA	McCloskey; Michael C	75NCPGA -Purchase		Golf	Cl Cc
24833	9/21/18	UNITED 0162418215290	McCloskey; Michael C	480.6 Flight for Genevieve Popovitch for the 2019 PGA Sfi		NONE	Nc
24834	9/21/18	UNITED 0162418215291	McCloskey; Michael C	480.6 Flight for Kyle Thornburg for the 2019 PGA Show n		NONE	Nc
26718	11/14/18	HYATT REGENCY LAKE TAH	Pinkerton; Steven J	115.27 Lunch with PGA Headhunter; Dir of Human Resoun		General	Ex
92153	1/9/19	769844 Employee Reimbursement		363 Per diem for PGA Merch show 1/20 - 1/25/19		Golf	Cl Cc
92456	1/16/19	1524 Employee Reimbursement		251 Per diem for PGA Merch show - 1/22 - 1/25/19		Golf	Cl Cc
93380	2/13/19	1599 Employee Reimbursement		135.27 travel reimbursement from PGA Merch show 1/22-1/25/19		Golf	Cl Cc
93484	2/13/19	770121 Employee Reimbursement		382.12 travel reimbursement for PGA Merch show 1/20-1/25/19		Golf	Cl Cc
23086	6/6/19	PGA MEMBER LNFO SRVCS	HOWARD; JAMES D	708Annual PGA Dues		Golf	Cl Cc

29477	6/6/19		PGA MEMBER ENFO SRVCS	Thornburg; Kyle W	648	Golf	CI
29478	6/6/19		PGA MEMBER ENFO SRVCS	Thornburg; Kyle W	536	Golf	CI
23090	6/27/19		PGA MEMBER LNFO SRVCS	HOWARD; JAMES D	648	Golf	CI
1892	7/31/19	771609	Employee Reimbursement		95	Golf	CI
23095	8/1/19		PGA MEMBER LNFO SRVCS	HOWARD; JAMES D	733	Golf	M
23096	8/14/19		MOFOS PIZZA AND PASTA	HOWARD; JAMES D	57.43	Golf	M
22702	10/10/19		Airbnb Hmancdycaj	HOWARD; JESSE S	1167.48	Golf	CI
22703	10/11/19		Southwes 5262130076971	HOWARD; JESSE S	550	Golf	CI
22704	10/11/19		Southwes 5262130076972	HOWARD; JESSE S	284.04	Golf	CI
22705	10/11/19		Southwes 5262130085302	HOWARD; JESSE S	456.48	Golf	CI
22706	10/11/19		Swa Earlybrd5269852716084	HOWARD; JESSE S	25	Golf	CI
22707	10/11/19		Swa Earlybrd5269852716085	HOWARD; JESSE S	25	Golf	CI
22708	10/11/19		Swa Earlybrd5269852716086	HOWARD; JESSE S	25	Golf	CI
22709	10/11/19		Swa Earlybrd5269852716087	HOWARD; JESSE S	25	Golf	CI
22710	10/11/19		Swa Earlybrd5269852716809	HOWARD; JESSE S	25	Golf	CI
22711	10/11/19		Swa Earlybrd5269852716810	HOWARD; JESSE S	25	Golf	CI
22712	10/18/19		Airbnb Hmancdycaj	HOWARD; JESSE S	-1167.48	Golf	CI
8704	1/15/20	773076	Employee Reimbursement		463	Golf	CI
8666	1/15/20	773059	Employee Reimbursement		463	Golf	CI
8615	1/15/20	3029	Employee Reimbursement		463	Golf	CI
22716	1/16/20		Airbnb Hm95wf89r9	HOWARD; JESSE S	1015.13	Golf	CI
22717	1/16/20		Airbnb Hm95wf89r9	HOWARD; JESSE S	522.96	Golf	CI
22718	1/16/20		Southwes 5269853158208	HOWARD; JESSE S	-25	Golf	CI
22719	1/16/20		Southwes 5269853158210	HOWARD; JESSE S	-25	Golf	CI
22720	1/16/20		Southwes 5269853158211	HOWARD; JESSE S	-25	Golf	CI
22721	1/24/20		Floridays Resort Orlan	HOWARD; JESSE S	82.5	Golf	CI
22722	1/24/20		Floridays Resort Orlan	HOWARD; JESSE S	42.5	Golf	CI
22723	1/24/20		Floridays Resort Orlan	HOWARD; JESSE S	-0.05	Golf	CI
22724	1/24/20		National Car Rental	HOWARD; JESSE S	345.6	Golf	CI
22725	1/24/20		National Car Rental	HOWARD; JESSE S	178.04	Golf	CI
111857	6/10/20		PGA MEMBER PNFO SRVCS	J. DARREN HOWARD	648	Golf	CI
99553	7/22/20	774232	Ewing Irrigation Products		477.14	Beach	Be
99552	7/22/20	774232	Ewing Irrigation Products		477.14	Parks	Pa
101538	9/17/20	3882	Western Nevada Supply		501.19	Golf	Ur
101771	9/23/20	3904	Western Nevada Supply		1221.76	Golf	Ur

111871	9/23/20	PGA MEMBER PNFO SRVCS	J. DARREN HOWARD	648PGA Dues for Rob Bruce	Golf	CI
113444	10/29/20	PGA MEMBER ENFO SRVCS	KYLE THORNBURG	648PGA Annual Dues for Kyle Thornburg	Golf	CI
111873	10/30/20	PGA MEMBER PNFO SRVCS	J. DARREN HOWARD	648PGA Dues for Ashley	Golf	CI
111902	6/22/21	PGA OF AMERICA MEMBERS	J. DARREN HOWARD	648PGA Yearly Dues	Golf	CI
120833	7/19/21	PGA OF AMERICA MEMBERS	J. DARREN HOWARD	648Yearly PGA dues for Kyle Thornburg	Golf	CI
120839	8/9/21	PGA OF AMERICA MEMBERS	J. DARREN HOWARD	648Yearly PGA Dues for Rob Bruce	Golf	CI
120846	10/1/21	PGA OF AMERICA MEMBERS	J. DARREN HOWARD	648PGA yearly dues for Ashley Wood 320-32-410-7340	Golf	CI
126385	5/30/22	PGA OF AMERICA MEMBERS	J. DARREN HOWARD	682 no description		#VALUE!
33316	4/7/15	750517 Northern California Golf Assoc.		648added members	Golf	CI
35411	5/26/15	751290 Northern California Golf Assoc.		-126credit members - 3	Golf	CI
35412	5/26/15	751290 Northern California Golf Assoc.		184added members - 4	Golf	CI
36586	6/16/15	751654 Northern California Golf Assoc.		736new members	Golf	CI
38068	7/14/15	752133 Northern California Golf Assoc.		1104Added members	Golf	CI
39547	8/11/15	752611 Northern California Golf Assoc.		70scorecards	Golf	CI
39548	8/11/15	752612 Northern California Golf Assoc.		414added members	Golf	CI
41193	9/22/15	753277 Northern California Golf Assoc.		276added members	Golf	CI
43803	11/24/15	754275 Northern California Golf Assoc.		184club no 53-0321-1 previous balance	Golf	CI
44782	12/22/15	754636 Northern California Golf Assoc.		184Club Number 53-0321-1	Golf	CI
45455	1/12/16	754877 Northern California Golf Assoc.		172DEC 2015 golf memberships	Golf	CI
46753	2/16/16	755350 Northern California Golf Assoc.		20582016 memberships	Golf	CI
48466	4/5/16	755994 Northern California Golf Assoc.		216added members	Golf	CI
50369	5/17/16	Northern California Golf Assoc.		330added members	Golf	CI
52727	7/5/16	757567 Northern California Golf Assoc.		736Membership Fees	Golf	CI
53498	7/19/16	757833 Northern California Golf Assoc.		276Added Members	Golf	CI
54846	8/16/16	758303 Northern California Golf Assoc.		220added members	Golf	CI
56675	9/20/16	758924 Northern California Golf Assoc.		138added members	Golf	CI
60871	1/4/17	760468 Northern California Golf Assoc.		1822017 Club Dues	Golf	CI
62421	2/14/17	761013 Northern California Golf Assoc.		72added members	Golf	CI
62422	2/14/17	761013 Northern California Golf Assoc.		136838 new members	Golf	CI
64622	4/18/17	761894 Northern California Golf Assoc.		864NCGA handicap services	Golf	CI
65342	5/10/17	762208 Northern California Golf Assoc.		138added members	Golf	CI
69326	7/27/17	763553 Northern California Golf Assoc.		105scorecards	Golf	CI
69327	7/27/17	763554 Northern California Golf Assoc.		460Member renewal	Golf	CI
73356	10/18/17	764982 Northern California Golf Assoc.		460member fees	Golf	CI
74957	12/6/17	765586 Northern California Golf Assoc.		202 added members	Golf	CI
76100	1/3/18	765941 Northern California Golf Assoc.		1632018 Club Dues; computer lease less 3 comp memberships	Golf	CI
79188	3/14/18	766695 Northern California Golf Assoc.		2029added members & renewals	Golf	CI
80969	5/2/18	767232 Northern California Golf Assoc.		312added members	Golf	CI
83769	6/27/18	767909 Northern California Golf Assoc.		35Scorecards	Golf	CI
84483	7/11/18	768092 Northern California Golf Assoc.		120scorecards	Golf	CI

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86599	8/22/18	768571	Northern California Golf Assoc.	13 added members for handicap 637srvs for July 2018 - did not rcvd invoice until 8/15	Golf	CI Cc
86600	8/22/18	768571	Northern California Golf Assoc.	686 14 added members for handicap srvs for AUG 2018	Golf	CI Cc
86601	8/22/18	768571	Northern California Golf Assoc.	4 added members for handicap 196srvs in May 2018; didn't rev inv until 8/15	Golf	CI Cc
86602	8/22/18	768571	Northern California Golf Assoc.	9 added members for handicap 441srvs for June 2018; did not rev invoice until 8/15	Golf	CI Cc
88305	9/26/18	768966	Northern California Golf Assoc.	147added members	Golf	CI Cc
90420	11/21/18	769448	Northern California Golf Assoc.	20added members	Golf	CI Cc
92159	1/9/19	769849	Northern California Golf Assoc.	163 removal of 3 members & 2019 dues & 2019 lease	Golf	CI Cc
93749	2/21/19	770182	Northern California Golf Assoc.	391 added member	Golf	CI Cc
93750	2/21/19	770182	Northern California Golf Assoc.	4135 105 new members & 2 Jr. Exec. members	Golf	CI Cc
94809	3/20/19	770412	Northern California Golf Assoc.	-3186 CR for org payment made our ck #770182	Golf	CI Cc
94810	3/20/19	770412	Northern California Golf Assoc.	2406 CR for org payment made our ck #770182	Golf	CI Cc
94811	3/20/19	770412	Northern California Golf Assoc.	780 CR for org payment made our ck #770182	Golf	CI Cc
95789	4/17/19	770643	Northern California Golf Assoc.	1564 added members	Golf	CI Cc
97187	5/22/19	770967	Northern California Golf Assoc.	2946 added members	Golf	CI Cc
98718	6/26/19	771278	Northern California Golf Assoc.	1607added members	Golf	CI Cc
638	7/10/19	771419	Northern California Golf Assoc.	40Scorecards	Golf	CI Cc
637	7/10/19	771419	Northern California Golf Assoc.	80Scorecards	Golf	CI Cc
1063	7/17/19	771500	Northern California Golf Assoc.	343Added members	Golf	CI Cc
2670	8/16/19	771796	Northern California Golf Assoc.	333Added members	Golf	CI Cc
4207	9/18/19	772136	Northern California Golf Assoc.	196Added members	Golf	CI Cc
6479	11/20/19	772664	Northern California Golf Assoc.	20Added members	Golf	CI Cc
8394	1/10/20	773019	Northern California Golf Assoc.	2020 Club Dues and 2020 163Computer Lease-Club #53-0321-1	Golf	CI Cc
12368	5/13/20	773789	Northern California Golf Assoc.	1346 Added members for March and April	Golf	CI Cc
99303	7/15/20	774196	Northern California Golf Assoc.	254 Adding 2 new members and 4 regular member dues	Golf	CI Cc
99302	7/15/20	774196	Northern California Golf Assoc.	449 Added 2 new members and 9 regular member dues	Golf	CI Cc
108144	4/21/21	776011	Northern California Golf Assoc.	3040New Members	Golf	CI Cc
110141	6/17/21	776371	Northern California Golf Assoc.	80Scorecards	Golf	CI Cc
118330	10/27/21	777384	Northern California Golf Assoc.	1770 21 New members and 19 Regular member Fees	Golf	CI Cc
118331	10/27/21	777384	Northern California Golf Assoc.	1473 New members	Golf	CI Cc
118332	10/27/21	777384	Northern California Golf Assoc.	480 9 New members and 1 Regular member Fees	Golf	CI Cc
118333	10/27/21	777384	Northern California Golf Assoc.	391 Regular member Fees	Golf	CI Cc
122642	1/27/22	777935	Northern California Golf Assoc.	160Scorecards	Golf	CI Cc
133474	10/13/22	779597	Northern California Golf Assoc.	8992022 Club Dues	Golf	CI Cc
133475	10/13/22	779597	Northern California Golf Assoc.	196New members	Golf	CI Cc
133476	10/13/22	779597	Northern California Golf Assoc.	323New Members	Golf	CI Cc
133477	10/13/22	779597	Northern California Golf Assoc.	333New members	Golf	CI Cc
133478	10/13/22	779597	Northern California Golf Assoc.	382New members	Golf	CI Cc
133479	10/13/22	779597	Northern California Golf Assoc.	470New Members	Golf	CI Cc

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133480	10/13/22	779597	Northern California Golf Assoc.		490	New members		Golf	CI
133481	10/13/22	779597	Northern California Golf Assoc.		2722	New members		Golf	CI
133482	10/13/22	779597	Northern California Golf Assoc.		151.38	Regular members		Golf	CI
29450	12/20/18		ASSOCIATION OF GOLF MERCH	Thornburg; Kyle W	135	Association of Golf Merchandisers Receipt for Gene		Golf	CI
130790	8/5/22	779086	Association of Golf Merchandisers		225	Merchandiser Dues through August 2023		Golf	CI
26558	3/12/19		ARBOR DAY FOUNDATION	Phillips; Steven	264.75	264.75 Tree City USA signs 3-13-19		Beach	Ba
24873	1/6/15		US GOLF ASSOCIATION	McCloskey; Michael C	110	US GOLF ASSOCIATION - Purchase	(McCloskey; Michael C; 01/08/15 12:41) Annual membership dues to the USGA.; (Eick; Gerald W; 02/20/15 18:07) FINDR	Golf	CI
24874	1/7/15		ASSOCIATION OF GOLF ME	McCloskey; Michael C	125	ASSOCIATION OF GOLF ME - Purchase	(McCloskey; Michael C; 01/09/15 13:56) AGM Conference at the 2015 PGA Merchandise Show for Lauren lida; (Eick; Gerald W; 02/20/15 18:07) FINDR	Golf	CI
33362	4/7/15	750539	Tahoe City Downtown Association; INC		500	08/02/15 concert sponsorship		Utilities	Sc
33363	4/7/15	750539	Tahoe City Downtown Association; INC		500	Sponsorship TBD concert		Utilities	TV
34427	5/5/15	750946	Northern Nevada Golf Association		60	added members		Golf	CI
38226	7/21/15	752182	American Planning Association		595	APA membership 10/01/2015 thru 09/30/2016		General	Ex
24882	8/31/15		ASSOCIATION OF GOLF ME	McCloskey; Michael C	225	ASSOCIATION OF GOLF ME - Purchase	(McCloskey; Michael C; 09/18/15 18:07) Annual membership for AGM for our golf merchandiser.; (Eick; Gerald W; 10/02/15 09:31) FARMIT	Golf	CI
29947	11/23/15		NATIONAL ASSOCIATION F	Vandenburg; Margaret B	365	NATIONAL ASSOCIATION F - Purchase	(Vandenburg; Margaret B; 12/03/15 11:43) National association of catering exc. annual subscription ; (Eick; Gerald W; 12/11/15 16:11) FARMIT	Golf	CI
22995	1/10/16		ASSOCIATION OF GOLF ME	lida; Lauren A	250	ASSOCIATION OF GOLF ME - Purchase	(lida; Lauren A; 01/21/16 11:15) AGM conference for golf; Lauren and Genevieve (McCloskey; Michael C; 01/19/16 22:38) 2016 Annual Dues to the United States Golfers Association.	Golf	CI
24934	1/15/16		US GOLF ASSOCIATION	McCloskey; Michael C	110	US GOLF ASSOCIATION - Purchase		Golf	CI
50916	5/31/16	756911	Northern Nevada Golf Association		60	added members		Golf	CI
54506	8/9/16	758202	Tahoe City Downtown Association; INC		500	"One night only sponsorship 2015 ""Drink Tahoe Tap"""		Utilities	TV
24978	9/14/16		ASSOCIATION OF GOLF ME	McCloskey; Michael C	225	ASSOCIATION OF GOLF ME - Purchase	(McCloskey; Michael C; 09/21/16 14:17) Annual Membership fee to the Association of Golf Merchandisers for our Merchadiser - Genevieve Popovitch	Golf	CI
24995	1/18/17		ASSOCIATION OF GOLF ME	McCloskey; Michael C	125	ASSOCIATION OF GOLF ME - Purchase	(McCloskey; Michael C; 01/20/17 19:34) AGM Conference at the 2017 PGA Merchandise Show	Golf	CI
62780	2/23/17	761143	Tahoe City Downtown Association; INC		500	"One Night Only Sponsorship 2017 "" Drink Tahoe Tap"""		Utilities	TV
25045	7/19/17		ASSOCIATION OF GOLF ME	McCloskey; Michael C	225	ASSOCIATION OF GOLF ME - Purchase	(McCloskey; Michael C; 07/23/17 14:43) Annual dues for the Association of Golf Merchandisers for Genevieve Popovitch.; (Eick; Gerald W; 07/24/17 15:22) DIRFN for SJP	Golf	CI
23072	11/4/17		NATIONAL ASSOCIATION F	lida; Lauren A	295	NATIONAL ASSOCIATION F - Purchase	(lida; Lauren A; 11/09/17 11:08) membership dues; (Carey; Dee; 01/26/18 18:57) approved facilities	Facilities	Fa
25034	11/30/17		ASSOCIATION OF GOLF ME	McCloskey; Michael C	135	ASSOCIATION OF GOLF ME - Purchase	membership purchase (McCloskey; Michael C; 12/21/17 15:59) AGM	Golf	CI

						Conference during the PGA Show in January; (Eick; Gerald W; 12/22/17 13:28) DRFIN for SJP (Iida; Lauren A; 02/25/18 16:11) networking and training group; (Carey; Dee; 02/26/18 12:22) approved facilities purchase for training		
22730	2/7/18	NATIONAL ASSOCIATION F	IIDA; LAUREN A	100	NATIONAL ASSOCIATION F - Purchase		Facilities	Fa
17334	3/15/18	ASSOCIATION OF AQUATIC	CUNNINGHAM; GWYNNE C	40	ASSOCIATION OF AQUATIC - Purchase	(Cunningham; Gwynne C; 03/19/18 12:04) AOAP dues.	Recreation Programs	Re C
24818	7/31/18	ASSOCIATION OF GOLF ME	McCloskey; Michael C	225	ASSOCIATION OF GOLF ME - Purchase	(McCloskey; Michael C; 08/23/18 17:41) Association of Golf Merchandisers Annual Membership for Genevieve Popovitch	Golf	Cl C
29450	12/20/18	ASSOCIATION OF GOLF MERCH	Thornburg; Kyle W	135	Association of Golf Merchandisers Receipt for Gene		Golf	Cl C
29453	1/9/19	US GOLF ASSOCIATION	Thornburg; Kyle W	36.74			Golf	Cl C
92270	1/9/19	769879 Employee Reimbursement		202.51	per diem for Sports Turf Mngrs Association conference 1/21 - 1/25/2019	conference out-of-state	Parks	Pa
92271	1/9/19	769879 Employee Reimbursement		202.51	per diem for Sports Turf Mngrs Association conference 1/21 - 1/25/2019	conference out-of-state	Beach	Be
29454	1/11/19	ASSOCIATION OF GOLF MERCH	Thornburg; Kyle W	-135			Golf	Cl C
22770	1/24/19	NATIONAL ASSOCIATION FOR	IIDA; LAUREN A	395	yearly dues for NACE national association of caterin		Facilities	Fa
93493	2/13/19	770126 Nevada Water Environment Association		80	Water Quality Analyst ID#101 - renewal		Utilities	Se
21452	4/2/19	MISAC	Gutierrez; Victor A	65	Municipal Information Systems Association of Califc		General	Fi A
96011	4/24/19	770717 Tahoe City Downtown Association; INC		250	Roadie Sponsorship 2019		Utilities	TV
96197	5/2/19	770745 Employee Reimbursement		192.5	Trvl per diem Rocky Mountain Lift Association !Denver CO May 6th - 9th	out-of-state association	Ski	Di Sk
96212	5/2/19	770756 Employee Reimbursement		192.5	Trvl per diem Rocky Mountain Lift Association Grand Junction CO May 6th - 9th	out-of-state association	Ski	Di Sk
96213	5/2/19	770757 Employee Reimbursement		192.5	Trvl per diem - Rocky Mountain Association !Grand Junction; CO - May 6th thru May 9th	out-of-state association	Ski	Di Sk
96222	5/2/19	770762 Employee Reimbursement		192.5	Trvl per diem Rocky Mountain Association !Grand Junction; CO - May 6 thru May 9th	out-of-state association	Ski	Di Sk
96928	5/16/19	770904 North Tahoe Business Association		300	2019 MOTB Fan Sponsorship		Utilities	TV
23241	6/18/19	PAYPAL FWSACONV	Kertzman; Eric J	500	Far West Ski Association Convention Sponsorship		Ski	Di Sk
29488	7/18/19	ASSOCIATION OF GOLF MERCH	Thornburg; Kyle W	225			Golf	Cl C
2011	7/31/19	771656 Truckee North Tahoe TMA		2000	Truckee North Tahoe Transportation Management Association Membership 2019-20		General	Gr Gr
21506	9/10/19	Misac	Gutierrez; Victor A	130	Municipal Information Systems Association of California		General	Fi A
21168	11/27/19	The Irrigation Assoc	Gough; Samantha A	165.78	Irrigation Association Membership fee		Parks	Pa
21169	11/27/19	The Irrigation Assoc	Gough; Samantha A	165.79	Irrigation Association Membership fee		Beach	Be
29511	12/11/19	Association Of Golf Merch	Thornburg; Kyle W	150			Golf	Cl C
22852	12/29/19	National Association For	IIDA; LAUREN A	395	yearly NACE membership		Facilities	Fa
10163	2/27/20	773376 TahoeCify Downtown Association; INC		250	Roadie Sponsorship 2020		Utilities	TV
111867	8/25/20	ASSOCIATION OF GOLF MERCH	J. DARREN HOWARD	225	AGMDues for Genevieve 320-31-460-7340			
111683	9/1/20	MISAC	VICTOR A GUTIERREZ	130	Municipal Information Systems Association of California		General	Fi A
106376	2/24/21	775641 Incline Community Business Association DBA IVCBA		333.36	IVCBA membership		Golf	Cl C

EarthLink Mail

109263	5/26/21	776240	Nevada Water Resources Association		Water Rights Classes, 250September 2021 (09/14 - 09/15/2021) -Kate N	Engineering	Er
115205	8/5/21	776788	Tahoe City Downtown Association, INC		250Roadie Sponsorship 2021	Utilities	T
120837	8/6/21		ASSOCIATION OF GOLF MERCH	J. DARREN HOWARD	225Yearly Merchandise Association Dues for Genevieve Hoffe AGM Flight to San Diego for Golf	Golf	Cl C
120543	12/21/21		SOUTHWES 5261463065136	JEFF CLOUTHIER	177.97Course Superintendents Association of America conference	Golf	Cl C
124877	4/7/22	778345	Incline Community Business Association DBA IVCBA		150IVCBA membership	Recreation Programs	U
130790	8/5/22	779086	Association of Golf Merchandisers		225Merchandise Dues through August 2023	Golf	Cl C
134932	12/2/22	779852	Employee Reimbursement		310.5Irrigation Association Conference Las Vegas 12/04/2022-12/08/202	Beach	B
18466	7/6/15		NEVADA SOCIETY OF CPA'	Eick; Gerald W	245NEVADA SOCIETY OF CPA' - Purchase	General	Fi A
24427	10/15/15		NORTH AMERICAN SOCIETY	LEFRANCOIS; MICHAEL T	250NORTH AMERICAN SOCIETY - Purchase	Engineering	Er
43213	11/10/15	754026	CPRS/CPSRPC		95CA Park & Recreation Society- membership	Recreation Programs	R C
17154	4/1/16		AUDUBON SOCIETY OF NYS	CLOUTHIER; JEFFREY R	275AUDUBON SOCIETY OF NYS - Purchase	Golf	Cl C
51057	5/31/16	756946	Thunderbird Lodge Preservation Society		500Senior field trip - tour admissions	Recreation Programs	Pr
18558	7/6/16		NEVADA SOCIETY OF CPAS	Eick; Gerald W	245NEVADA SOCIETY OF CPAS - Purchase	General	Fi A
28328	9/12/16		AUDUBON SOCIETY OF NYS	Riley; Shaun J	300AUDUBON SOCIETY OF NYS - Purchase	Golf	M C
16676	11/29/16		CA PARK REC SOCIETY	CARDADOR; CHRISTOPHER A	95CA PARK REC SOCIETY - Purchase	Recreation Programs	R C
16677	11/29/16		CA PARK REC SOCIETY	CARDADOR; CHRISTOPHER A	95CA PARK REC SOCIETY - Purchase	Recreation Programs	R C
16678	11/29/16		CA PARK REC SOCIETY	CARDADOR; CHRISTOPHER A	95CA PARK REC SOCIETY - Purchase	Recreation Programs	Pr
16679	11/29/16		CA PARK REC SOCIETY	CARDADOR; CHRISTOPHER A	95CA PARK REC SOCIETY - Purchase	Recreation Programs	R C
16680	11/29/16		CA PARK REC SOCIETY	CARDADOR; CHRISTOPHER A	95CA PARK REC SOCIETY - Purchase	Recreation Programs	Pr
16658	12/6/16		CA PARK REC SOCIETY	CARDADOR; CHRISTOPHER A	445CA PARK REC SOCIETY - Purchase	Recreation Programs	Pr
16659	12/6/16		CA PARK REC SOCIETY	CARDADOR; CHRISTOPHER A	445CA PARK REC SOCIETY - Purchase	Recreation Programs	R C
16660	12/6/16		CA PARK REC SOCIETY	CARDADOR; CHRISTOPHER A	445CA PARK REC SOCIETY - Purchase	Recreation Programs	R C
16661	12/6/16		CA PARK REC SOCIETY	CARDADOR; CHRISTOPHER A	445CA PARK REC SOCIETY - Purchase	Recreation Programs	R C
16662	12/6/16		CA PARK REC SOCIETY	CARDADOR; CHRISTOPHER A	445CA PARK REC SOCIETY - Purchase	General	E

26424	1/9/17	CA PARK REC SOCIETY	PHILLIPS; STEVEN	575	CA PARK REC SOCIETY - Purchase	(Phillips; Steven; 01/12/17 16:23) Ok to pay for training 390-39-780-7680; Steven	Beach	Bt
26425	1/9/17	CA PARK REC SOCIETY	PHILLIPS; STEVEN	575	CA PARK REC SOCIETY - Purchase	(Phillips; Steven; 01/12/17 16:24) Ok to pay for training 390-39-780-7680; for Jeff Morrison Steven	Beach	Bt
26375	1/30/17	CA PARK REC SOCIETY	PHILLIPS; STEVEN	95	CA PARK REC SOCIETY - Purchase	(Phillips; Steven; 02/01/17 16:37) Ok to pay CPRS dues; 390-39-780-7340; Steven	Beach	Bt
24436	3/10/17	NORTH AMERICAN SOCIETY	LEFRANCOIS; MICHAEL T	375	NORTH AMERICAN SOCIETY - Purchase	(Lefrancois; Mike; 03/14/17 17:17) NASTT professional membership	Engineering	Er
22377	3/16/17	CA PARK REC SOCIETY	HOOPES; LISA R	75	CA PARK REC SOCIETY - Pks Crew Supv	(Carey; Dee; 03/24/17 12:59) Recruitment costs	Parks	Pa
17179	3/20/17	AUDUBON SOCIETY OF NYS	CLOUTHIER; JEFFREY R	300	AUDUBON SOCIETY OF NYS - Purchase	(Clouthier; Jeff; 03/27/17 17:15) 2017 dues	Golf	Cl Ct
16694	3/30/17	CA PARK REC SOCIETY	CARDADOR; CHRISTOPHER A	95	CA PARK REC SOCIETY - Purchase	(Cardador; Chris A; 04/11/17 16:46) CPRS Membership renewal for Indra Winquest	Recreation Programs	Rt Ct
20603	4/13/17	CA PARK REC SOCIETY	GOUGH; SAMANTHA A	95	CA PARK REC SOCIETY - Purchase	(Gough; Samantha; 04/26/17 12:14) California Parks and Recreation society dues ok to pay -SG; (Phillips; Steven; 04/26/17 13:27) ok to pay; due for professional association. Steven	Beach	Bt
26389	4/13/17	CA PARK REC SOCIETY	PHILLIPS; STEVEN	95	CA PARK REC SOCIETY - Purchase	(Phillips; Steven; 04/17/17 10:07) ok to pay; dues; 390-39-780-7340 Steven	Beach	Bt
26416	6/29/17	CA PARK REC SOCIETY	PHILLIPS; STEVEN	95	CA PARK REC SOCIETY - Purchase	(Phillips; Steven; 07/02/17 09:43) Ok to pay for CPRS dues; out of state membership for Charlie. 390-39-780-7340. Steven	Beach	Bt
26417	6/29/17	CA PARK REC SOCIETY	PHILLIPS; STEVEN	590	CA PARK REC SOCIETY - Purchase	(Phillips; Steven; 07/02/17 09:46) ok to pay; NPSI NRPA safety conference. Steven	Beach	Bt
26418	6/29/17	CA PARK REC SOCIETY	PHILLIPS; STEVEN	590	CA PARK REC SOCIETY - Purchase	(Phillips; Steven; 07/02/17 09:46) ok to pay; NPSI NRPA safety conference. Steven	Parks	Pa
18587	7/11/17	NEVADA SOCIETY OF CPAS	Eick; Gerald W	245	NEVADA SOCIETY OF CPAS - Purchase	(Eick; Gerald W; 07/14/17 10:25) DRFIN (Riley; Shaun J; 10/03/17 09:57) yearly dues	General	Fi Au
28333	9/27/17	AUDUBON SOCIETY OF NYS	Riley; Shaun J	300	AUDUBON SOCIETY OF NYS - Purchase	(Riley; Shaun J; 10/03/17 09:57) yearly dues	Golf	M Ct
73813	11/1/17	765143 California Park&Recreation Society		95	out of state renewal for ID# 128310		Recreation Programs	Rt Ct
76377	1/10/18	766013 Employee Rimbursment		254.97	Public Relations Society Conference 4/22-4/25/18		General	Ct Rt
26472	2/28/18	CA PARK REC SOCIETY	Phillips; Steven	95	CA PARK REC SOCIETY - Purchase	(Phillips; Steven; 03/02/18 12:51) Ok to pay for CPRS dues; 370-43-780-43-7340 at 50% and 390-39-780-7340 at 50%. Approved Steven	Parks	Pa
26473	2/28/18	CA PARK REC SOCIETY	Phillips; Steven	95	CA PARK REC SOCIETY - Purchase	(Phillips; Steven; 03/02/18 12:51) Ok to pay for CPRS dues; 370-43-780-43-7340 at 50% and 390-39-780-7340 at 50%. Approved Steven	Beach	Bt
14964	3/9/18	CA PARK REC SOCIETY	BAHLMAN; PANDORA L	95	CA PARK REC SOCIETY - Purchase	(Bahlman; Pandora; 03/13/18 20:57) cprs dues; (Bahlman; Pandora; 03/13/18 20:57) plb	Recreation Programs	Rt Ct
17205	3/15/18	AUDUBON SOCIETY OF NYS	CLOUTHIER; JEFFREY R	300	AUDUBON SOCIETY OF NYS - Purchase	(Clouthier; Jeff; 03/22/18 12:10)2018 dues	Golf	Cl Ct
30873	3/27/18	CA PARK REC SOCIETY	Wiedenhof; Charlic	95	CA PARK REC SOCIETY - Purchase	(Wiedenhof; Charlie; 04/02/18 10:32) cprs membership dues; ok to pay; (Wiedenhof; Charlie; 04/02/18 10:34) ok to pay. cprs memebership dues; (Phillips; Steven; 04/02/18 10:57) Ok to pay for parks & recreation professional association dues. 390-39-780-73	Beach	Bt

31032	6/8/18	CA PARK REC SOCIETY	Winquest; Indra S	95 CA PARK REC SOCIETY - Purchase	(Winquest; Indra; 06/27/18 20:34) Indra CPRS membership dues; (Eick; Gerald W; 07/03/18 14:02) DRFIN for SJP	Recreation Programs	Recreation Programs
18409	7/3/18	NEVADA SOCIETY OF CPAS	EICK; GERALD W	245 NEVADA SOCIETY OF CPAS - Purchase	(Eick; Gerald W; 07/06/18 09:04) GWE dues 7/1/18 to 6/30/19; (Eick; Gerald W; 07/06/18 09:04) FINDR	General	Finance
22531	7/16/18	CA PARK REC SOCIETY	Hoopes; Lisa R	100 CA PARK REC SOCIETY - Pks Crew Supv	(Carey; Dee; 07/20/18 19:54) approved HR recruitment	Beach	Beach
22532	7/16/18	CA PARK REC SOCIETY	Hoopes; Lisa R	100 online recruitment	(Carey; Dee; 07/20/18 19:54) approved HR recruitment	Parks	Parks
19442	11/2/18	CA PARK REC SOCIETY	Feore; Erin K	100		Recreation Programs	Recreation Programs
20958	11/13/18	CA PARK REC SOCIETY	Gough; Samantha A	95 CPRS Out of state membership		Parks	Parks
20962	11/19/18	CA PARK REC SOCIETY	Gough; Samantha A	95 CPRS Membership for Sam Gough		Beach	Beach
20964	11/21/18	CA PARK REC SOCIETY	Gough; Samantha A	610 CPSI Class for Jesse Kravchuk		Beach	Beach
31063	1/22/19	CA PARK REC SOCIETY	Winquest; Indra S	145 cprs membership for Kerrie Tonking		Recreation Programs	Recreation Programs
15207	1/30/19	CA PARK REC SOCIETY	BAHLMAN; PANDORA L	95 dues.membership		Recreation Programs	Recreation Programs
19915	2/12/19	CA PARK REC SOCIETY	Ferguson; Kari M	95 CPRS Renewal of membership		Recreation Programs	Recreation Programs
19916	2/19/19	CA PARK REC SOCIETY	Ferguson; Kari M	540 Kerrie Conference fee		Recreation Programs	Recreation Programs
19917	2/19/19	CA PARK REC SOCIETY	Ferguson; Kari M	540 Kari Conference fee		Recreation Programs	Recreation Programs
17236	2/21/19	AUDUBON SOCIETY OF NYS	CLOUTHIER; JEFFREY R	300 Mountain Course Audubon dues		Golf	Golf
17239	3/4/19	AUDUBON SOCIETY OF NYS	CLOUTHIER; JEFFREY R	300 2019 Champ course dues		Golf	Golf
25621	4/10/19	SQ NEVADA RECREATION SOCIETY	Moga; Misty A	30 Nevada parks and rec society - conference/membership		General	General
21051	6/7/19	CA PARK REC SOCIETY	Gough; Samantha A	1460 1460 CPRS mgt school 6-10-19		Parks	Parks
18429	7/8/19	NEVADA SOCIETY OF CPAS	EICK; GERALD W	250 Due 7/1/19 for 12 months		General	General
26598	9/9/19	Ca Park Rec Society	Phillips; Steven	95 \$95.00 CPRS dues 9-10-19		Parks	Parks
21130	9/15/19	Ca Park Rec Society	Gough; Samantha A	95 \$95 CPRS dues 9-16-19		Beach	Beach
22645	10/31/19	Nevada Society Of Cpas	Hoopes; Lisa R	111 Online recruit Dir of Finance 100.12.120.7350		General	General
28658	11/6/19	Ca Park Rec Society	Shows, Don J	95 \$95.00 CPRS dues 11-6-19		Parks	Parks
17012	11/21/19	Societyforhumanresource	Carcy; Dee	209 SHRM renewal done annually		NONE	NONE
26621	2/4/20	Amer Hort Society	Phillips; Steven	35 \$35.00 Horticulture society dues		Beach	Beach
111405	8/4/20	PRSA	KARI FERGUSON	200 Public relations Society Membership dues		General	General
111816	10/12/20	ASCE CAREER CENTER	LISA HOOPES	327.5 Dir Public Works online listing American Society Civil Engineers		Utilities	Utilities
111817	10/12/20	ASCE CAREER CENTER	LISA HOOPES	327.5 Dir Public Works online listing American Society Civil Engineers		Utilities	Utilities
111821	10/19/20	NEVADA SOCIETY OF CPAS	LISA HOOPES	111 Controller online listing NV Society of CPAs		General	General
111822	10/22/20	CALIFORNIA SOCIETY OF MUNI	LISA HOOPES	400 Controller online listing California Society of Municipal Finance Officers		General	General
111826	11/5/20	CA PARK REC SOCIETY	LISA HOOPES	75 Online recruitment CA Park Rec Society for Supt Parks and Rec		Community Services	Community Services
121613	11/30/21	CA PARK REC SOCIETY	DON SHOWS	95 \$95 CPRS dues		Beach	Beach
126263	2/8/22	CA PARK REC SOCIETY	SAMANTHA GOUGH	625 \$625 playgrd safety training		Beach	Beach

126930	2/8/22	CA PARK REC SOCIETY	DON SHOWS	560\$560 playgrd safety training	Parks	Pa
126265	2/14/22	CA PARK REC SOCIETY	SAMANTHA GOUGH	95\$95 CPRS Assoc dues	Parks	Pa
126360	4/11/22	WILEY	LISA HOOPES	695 Assoc Eng Online Listing Amer Society Civil Eng	Engineering	Er
26300	7/31/15	ARBOR DAY FOUNDATION W	PHILLIPS; STEVEN	15 ARBOR DAY FOUNDATION W - Purchase	Parks	Pa
26327	3/12/16	SOC. OF MCPL. ARBORIST	PHILLIPS; STEVEN	50 SOC. OF MCPL. ARBORIST - Purchase	Recreation Programs	Re Cc
26328	3/12/16	ARBOR DAY FOUNDATION W	PHILLIPS; STEVEN	15 ARBOR DAY FOUNDATION W - Purchase	Recreation Programs	Re Cc
26419	4/7/17	ARBOR DAY FOUNDATION N	PHILLIPS; STEVEN	10 ARBOR DAY FOUNDATION N - Purchase	Beach	Be
26421	6/8/17	ARBOR DAY FOUNDATION N	PHILLIPS; STEVEN	420.36 ARBOR DAY FOUNDATION N - Purchase	Parks	Pa
26423	6/9/17	ARBOR DAY FOUNDATION N	PHILLIPS; STEVEN	215.59 ARBOR DAY FOUNDATION N - Purchase	Parks	Pa
20678	11/2/17	HARBOR FREIGHT TOOLS 3	GOUGH; SAMANTHA A	234.3 HARBOR FREIGHT TOOLS 3 - Purchase	Parks	Pa
20772	12/21/17	INTL SOC ARBORICULTURE	GOUGH; SAMANTHA A	287.85 INTL SOC ARBORICULTURE - Purchase	Beach	Be
20773	12/21/17	INTL SOC ARBORICULTURE	GOUGH; SAMANTHA A	287.85 INTL SOC ARBORICULTURE - Purchase	Beach	Be
25355	12/28/17	HFT HARBOR FRGHT TOOLS	Melilli; Matthew A	88.21 HFT HARBOR FRGHT TOOLS - Purchase	Ski	Di Sk
25356	12/28/17	HFT HARBOR FRGHT TOOLS	Melilli; Matthew A	88.21 HFT HARBOR FRGHT TOOLS - Purchase	Ski	Di Sk
26492	6/27/18	ARBOR DAY FOUNDATION	Phillips; Steven	10 ARBOR DAY FOUNDATION - Purchase	Parks	Pa
25382	8/13/18	HARBOR FREIGHT TOOLS 2	Melilli; Matthew A	533.98 HARBOR FREIGHT TOOLS 2 - Purchase	Ski	Di Sk
25383	8/13/18	HARBOR FREIGHT TOOLS 2	Melilli; Matthew A	173.21 HARBOR FREIGHT TOOLS 2 - Purchase	Ski	Di Sk
23553	6/28/19	HARBOR FREIGHT TOOLS 24	Koehler; Stephanie R	420.24 Tools	Ski	Di Sk
25440	7/16/19	HARBOR FREIGHT TOOLS 24	Melilli; Matthew A	418.98 Tools and supplies for slope maintenance.	Ski	Di Sk
21125	9/12/19	Isa	Gough; Samantha A	465 Sam certified arborist test	Parks	Pa
26619	12/13/19	ARBOR DAY FOUNDATION	Phillips; Steven	10\$10.00 dues Arbor day	Beach	Be
26620	1/17/20	Soc. Of Mcpl. Arborist	Phillips; Steven	150\$150. SMA Dues	Beach	Be
112761	6/3/20	ARBOR DAY FOUNDATION	STEVEN PHILLIPS	67.64\$67.64 Arbor Day Flag-cap	Beach	Be
111545	10/13/20	ISA	SAMANTHA GOUGH	204.17\$204.17 Arborist Assoc.	Parks	Pa
112781	12/15/20	ARBOR DAY FOUNDATION	STEVEN PHILLIPS	15\$15.00 Arbor Day FD yearly dues	Parks	Pa

121083	7/2/21	HARBOR FREIGHT TOOLS2945	SHELIA A LEIJON	115.96	Beach Hosts - Mega Phones	Beach	Bt
121084	7/2/21	HARBOR FREIGHT TOOLS 24	SHELIA A LEIJON	28.99	Beach Aquatics - megaphones	Beach	Bt
121348	11/17/21	ARBOR DAY FOUNDATION	STEVEN PHILLIPS	104.85	\$104.85 Arbor-day Fnd. flags	Parks	Pa
121349	11/17/21	ARBOR DAY FOUNDATION	STEVEN PHILLIPS	113.51	\$113.51 Arbor Day FND	Beach	Bt
121350	11/22/21	ARBOR DAY FOUNDATION	STEVEN PHILLIPS	-104.85	-\$104.85 Arbor Day	Parks	Pa
121359	1/3/22	ARBOR DAY FOUNDATION	STEVEN PHILLIPS	15	\$15.00 Arbor Day Foundation	Parks	Pa
126776	1/4/22	ARBOR DAY FOUNDATION	STEVEN PHILLIPS	15	\$15.00 Arbor Day Foundation	Parks	Pa
126264	2/8/22	IN NEVADA LANDSCAPE ASSO	SAMANTHA GOUGH	110	\$110 pesticide, arbor train	Beach	Bt
126269	3/11/22	WESTERN CHAPTER INTERNATI	SAMANTHA GOUGH	60	\$160 ISA arbor training CEU	Beach	Bt
127098	4/4/22	AMZN MKTP US 163TA6SP2	SARAH G VIDRA	397.59	Microplastics Educational Exhibit, Sand Harbor.	Utilities	TV
126289	5/16/22	WESTERN CHAPTER INTERNATI	SAMANTHA GOUGH	35	Arborist safety training	Parks	Pa

\$283,610.74

On Fri, Jan 5, 2024 at 9:58 AM <s4s@ix.netcom.com> wrote:
Thank you Frank -

From what you sent, it appears that IVGID's membership costs in IVCBA were/are \$1K annually. Stupid Darren Howard blindly rubber stamped payment, and disingenuously made it look as if the public's cost was only \$333 annually because of pro-ration. But at the end of the day, it was and is \$1K annually. And for what? And if \$1K annually weren't enough, why is the IVGID Veterans Club paying an additional \$150 annually? For a business organization. Bueller? Bueller?

Are you starting to get the picture as to why Sheila Leijon was a founder of IVCBA? Why she was on the Board of the IVCBA? Why she gave away free use of District property (the Rec Center parking lot) for IVCBA's so called job fair? Why she gave away free "refreshments" for IVCBA's use during its so called job fair. All at local parcel owners' expense. Bueller again!

Since a copy of this e-mail is going to the Board, let me explain to members what these payments really pay for.

One of the main purposes of IVGID staff is to act as Robin Hood, however, in reverse. That is, steal from the poor and give to the rich. Here the poor are local parcel owners, 85% of whom will never, never, never use one of the District's recreational venues/services during the year! Not once. How do I know this? I harken back to the parcel utilization survey pushed by Joe Wolf a decade or more ago. These were the results! And we know they were accurate because the District was and is able to track every local parcel owners' use of any of our recreational facilities/the programs they offer.

And you think they're any different today? If so, why don't you do an updated survey Trustee Noble? No on second thought, don't. Because even though you'll get similar results, you refuse to do what needs to be done even when you're presented with the truth. Congratulations.

And the rich are the takers in our community. Those who believe in former John Kennedy's prophetic words, however just like Robin Hood, in reverse. Ask not what you can do for your IVGID. But rather, ask what cash it can give to you! In other words, what cash it can give you for your flavor of the month cause.

Don't tell me you're here for the community. You're NOT! IVGID is nothing more than a limited purpose special district. Providing services to local parcel owners (rather than the community) because those parcel owners allegedly want those services and our true governance, the county, refuses to provide them. We're not a general form of government which exists to provide for the health, safety and general welfare of our population. That's the job of Washoe County. If the County is not doing its job, the answer is not for us to step in and cover the deficiency. It's to force the county, or leave it! And remember Dillon's Rule. If there's any doubt in your minds as to whether or not IVGID has the power to furnish a particular venue or service, that doubt is to be resolved by NOT furnishing!

Here favored collaborator Offendahl & Co. want money from IVGID. For all sorts of things that have nothing to do with the District's legitimate purpose for being. So let's just give it to them. Why? Because they're worthy of it. However, staff can't just give away the money. They'd be prosecuted for embezzlement. So instead, they come up with some phony, worthless, good or service to purchase from a favored collaborator. And here it's membership in IVCBA.

And it's not just IVCBA. Didn't I go through an analysis of the \$100K or more staff annually waste on memberships in worthless organizations like this one? You know, Save the Bears. DP's STROKE. Tree City America. The Tahoe Film Festival. The Lake Tahoe Shakespeare Festival. The ski resort owners ass'n of CA (forget for the moment we're located in NV). The golf course owners of America. The following oldies but goodies:

Organization	Yearly Dues	Running Total
BEAR League	\$ 250	\$ 250
Nev Rural Water Ass'n	\$ 343	\$ 593
North Nev Consort Coop Purchases	\$ 30	\$ 623
T-NT Transport Mgmt Ass'n	\$ 2,000	\$ 2,623
North Tahoe Bus Ass'n	\$ 300	\$ 2,923
NLT Conv & Visitors Bureau	\$ 4,050	\$ 6,973
Reno Tahoe Territory	\$ 150	\$ 7,123
IV/CB Community & Business Ass'n	\$ 1,000	\$ 8,123
Nevada League of Cities	\$ 3,968	\$ 12,091
Nat'l Ski Areas Ass'n	\$ 4,876	\$ 16,967
Travel/Lodging/Registration/NSAA Symposium	\$ 1,810	\$ 18,777
Ski California	\$ 4,578	\$ 23,355

SnoCountry	\$ 1,215	\$ 24,870
STOKE	\$ 700	\$ 25,570
Nat'l Golf Foundation	\$ 250	\$ 25,970
U.S. Golf Ass'n	\$ 150	\$ 26,120
Prof'l Golfers' Ass'n	\$ 3,921	\$ 30,041
Northern California Golf Ass'n	\$ 280	\$ 30,321
Unreimb Private NCGA Memberships	\$ 7,011	\$ 37,332
Ass'n of Golf Merchandisers	\$ 225	\$ 37,557
Nat'l Ass'n For Catering and Events	\$ 470	\$ 38,027
Nat'l Recreation & Parks Society	\$ 875	\$ 38,902
California Parks & Recreation Society	\$ 95	\$ 38,997
Int'l Society of Arboriculture	\$ 576	\$ 39,573
Society of Municipal Arborists	\$ 150	\$ 39,723
Tree City U.S.A.	\$ 20,000	\$ 59,723

And on and on and on...It just never ends. And it's all financed by our Rec Fee. That's right chair Schmitz. Our Rec Fee. When you intentionally budget to overspend, which is exactly what you as a Board do year after year, where do you think the money comes from to cover the deficiency? Why don't you ask Bobby Magee about this? Especially insofar as so called central services costs are concerned (which you know are paid for from debits to our Community Services and Beach Funds which themselves are budgeted to overspend and rely upon the RFF/BFF to cover those deficiencies) which subsidize intentional overspending assigned to the General Fund.

And you wonder what your Rec Fee is really spent on?

So how do we end this colossal waste? For starters, fire people like Darren Howard. And Brad Underwood. And Joseph Pomroy. Although these stallwarts are gone, believe me there are other Darrens, Brads and Joes receiving a District pay check today. Do I need to tell you who they are? They all need to go.

Next, stop giving staff the money. To the Board, know exactly what you're budgeting, and know exactly what you're authorizing the revenue can be spent on. And take away the money for these public giveaways. If you give away the money, staff won't have it to spend. You need to treat these people like the children they really are.

Or do what you've continued to do for over five decades. NOTHING. Continue doing nothing so it's business as usual.

Respectfully, Aaron Katz

-----Original Message-----

From: Frank Wright <alpinesportss@gmail.com>
 Sent: Jan 5, 2024 12:22 AM
 To: Heidi White <hww@ivgid.org>
 Cc: Dent Matthew <dent_trustee@ivgid.org>, Ray Tulloch <raytulloch@munrotulloch.com>
 Subject: Re: PRR Log No. 23-126 - Missing public records

Subject: FW: PRR Log No. 23-126 - Missing public records
 Heidi,

Thank you for your response, but one of PRR's was to ascertain how payment was made to IV/CBA from the district and who authorized and requested payment. Darren Howard does not have the ability to sign up a membership with IVCBA. So who ordered the check and signed it?

I provided three payments and I have the same question as to who ordered the payment and who sent the check under who's authorization?

Where did this membership in this organization originate? And who authorized the payment?

I hope I was clear in my request

Thank you,
 Frank Wright

*Please remember: Using the "reply all" feature in this email could constitute a violation of the Nevada Open Meeting Law.

Good Morning Mr. Wright.

In response to your request for all payments made to the Incline Village Crystal Bay business alliance for the past two years, staff members were able to find a total of two payments in Innoprise and Tyler. Both Invoices are attached.

The first Invoice and payment is for the Veterans Club membership (\$150.00). The second is an Incline Village General Improvement District membership that was prorated at \$333.36, and approved by Darren Howard.

Staff did not find any other payment, this includes any payment record for advertising.

In response to your request for MOU's or contracts that may have been negotiated between Incline Village General Improvement, and Incline Village / Crystal bay business alliance.

Though there was an extensive search, Staff was unable locate any possible Memorandum of Understanding or an agreement between IVGID and Incline Village/ Crystal Bay Business Alliance at this time.

Respectfully,

Heidi H. White
 District Clerk

Incline Village General Improvement District
 893 Southwood Blvd., Incline Village, NV 89451
 Cell: 775-558-9500 hww@ivgid.org



Email: hww@ivgid.org
 Office: (775) 892-1268

Cell: (775)558-9500

From: Heidi White
Sent: Wednesday, December 27, 2023 1:33 PM
To: Frank Wright <alpinesportss@gmail.com>
Cc: Matthew Dent <dent_trustee@ivgid.org>; Sara Schmitz <trustee_schmitz@ivgid.org>; Ray Tulloch <ray@tulloch4ivgidtrustee.com>
Subject: RE: Missing public records

*Please remember: Using the "reply all" feature in this email could constitute a violation of the Nevada Open Meeting Law.

Good Afternoon Mr. Wright,

Thank you for the well wishes. I hope that you had a wonderful Christmas as well!

Thank you for your request.

I will consult with the appropriate Staff and provide the earliest possible date the records that you requested below will be available for your inspection or a copy of the record can be available to you.

****Please note:** In order to keep a proper log as well as helping with any transition or need for someone else to access and respond to public record requests in a timely fashion (in the event of an illness or change in rolls). I would greatly appreciate it if you would please use the info@ivgid.org email.

Respectfully,

Heidi H. White
 District Clerk

Incline Village General Improvement District
 893 Southwood Blvd., Incline Village, NV 89451
 Cell: 775-558-9500 hhw@ivgid.org

Email: info@ivgid.org
 Office: (775)832-1268
 Cell: (775)558-9500

-----Original Message-----

From: Frank Wright <alpinesportss@gmail.com>
Sent: Wednesday, December 27, 2023 10:01 AM
To: Heidi White <hhw@ivgid.org>
Cc: Matthew Dent <dent_trustee@ivgid.org>; Sara Schmitz <trustee_schmitz@ivgid.org>; Ray Tulloch <ray@tulloch4ivgidtrustee.com>; Mike L. Bandelin <MLB@ivgid.org>
Subject: Missing public records

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Heidi,

Hi Heidi, I hope you had a great Christmas and had a relaxing time with your family. I would like to continue my public records request that we didn't complete before on the payments made to the Incline Village Crystal Bay business alliance.

Under public records request, I would like to have all payments made to the Incline Village Crystal Bay business alliance for the past two years.

I would also like any MOU's or contracts that have been negotiated between Incline Village General Improvement, and Incline Village / Crystal Bay business alliance.

I understand some of our managers at the recreational venues have acquired memberships in the Incline Village / Crystal Bay, business alliance. Please provide records and payments, made on behalf of these managers to this business alliance. I would like the names of those who authorized these payments.

Also how much has IVGID paid for ads in the IVCBA magazine for the past two years?

We already know payments were made as per my last request, let's get the totals to date.

Thank you.

Frank Wright
 Crystal Bay

<2022.04.05 Vets Club IVCBA Membership Fee \$150.00.pdf>

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR JANUARY 10, 2024 MEETING –
AGENDA ITEM G(4) – WASTING ANOTHER \$43K ON AN UPDATED WATER/
SEWER UTILITY RATE STUDY WHEN THE BOARD REFUSES TO MAKE
THE NECESSARY STRUCTURAL CHANGES WHICH WILL ELIMINATE
THE DISCRIMINATION AND PREFERENTIAL RATE TREATMENT**

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff incompetence, misrepresentation and arrogance. In other words, the more things change, the more they remain the same. Or stated differently, to those readers who think we can fix our corrupt and incompetent staff by replacing unethical and untruthful employees, here's evidence we *can't*. The incompetence, corruption and unethicalness of District staff is not capable of redemption. It is simply repeated over and over again by new employee after new employee who is indoctrinated into the ways of IVGID. Or as Nevada defines a criminal business syndicate, "any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave (and)...which engages in or has the purpose of engaging in racketeering activit(ies)."² And that's the purpose of this written statement.

Didn't We Just Have a Five Year Utility Rate Study Last June? If so, why is there any talk of an update?

My January 7, 2024 E-Mail to The Board: On January 7, 2024 I wrote to the Board on this subject recommending they not go forward with an unnecessary and wasteful utility rate study³. Instead I spelled out everything that's wrong with the current rate structure and asked the Board to

¹ Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

² See NRS 207.370. According to NRS 207.390, racketeering activities mean "engaging in at least two crimes related to racketeering [such as robbery; taking property from another under circumstances not amounting to robbery, grand larceny, receiving, possessing or withholding stolen goods valued at \$650 or more, embezzlement of money or property valued at \$650 or more, obtaining possession of money or property valued at \$650 or more, obtaining a signature by means of false pretenses, or engaging in an act, practice or course of business or employing a device, scheme or artifice which operates or would operate as a fraud or deceit upon a person by means of a false representation or omission of a material fact (see NRS 207.360)] that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents."

³ That e-mail is attached as Exhibit "A" to this written statement.

address these matters rather than rates *per se*. Rather than regurgitating its contents, I direct the reader to reach the e-mail, and conclude the merits of this agenda item for him/ herself.

Conclusion: Don't you the reader get it? District staff see the local residential parcel owner as its fresh meat. Whenever revenues are required for staff's favored expenditure of the month, they come to the local parcel owner. Whether it be the Recreation ("RFF") and Beach ("BFF") Facility Fees, central services costs, defensible space or its solid waste franchise fee assessed Waste Management which is passed through to local parcel owners. The net result is the same.

Public utility rates are not supposed to be higher than their actual and reasonable cost. They are not supposed to be discriminatory nor to grant unwarranted preferences. Yet ours are the exact opposite. If the Board wants to make real change, then how about incorporating some of my recommendations? If not, then now you the reader know what the District's RFF/BFF actually pay for.

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

EXHIBIT "A"

Jan 10, 2024 IVGID BOT Meeting - Agenda Item G(4) - Another Wasteful \$42K Spent on an Updated Utility (Water/Sewer) Rate Study With HDR Engineering

From: <s4s@ix.netcom.com>
To: Schmitz Sara <schmitz_trustee@ivgid.org>
Cc: Dent Matthew <dent_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>
Subject: Jan 10, 2024 IVGID BOT Meeting - Agenda Item G(4) - Another Wasteful \$42K Spent on an Updated Utility (Water/Sewer) Rate Study With HDR Engineering
Date: Jan 7, 2024 1:10 PM

Chairperson Schmitz and the Other Honorable IVGID Trustees -

Here staff have come to the Board with a request that HDR Engineering be hired again to create the same type of FLAWED water/sewer utility rate study they created in June of last year. Notwithstanding Kate Nelson has admitted to this Board:

1. Previously, that she's "out of her league" when it comes to matters such as these because she has not been trained for this purpose and lacks experience - she's nothing more than an engineer;
2. That last year HDR created a five (5) year study; and,
3. That according to HDR an updated study this year is nothing more than "an optional task."

Notwithstanding, Ms. Nelson recommends that HDR be retained again at a cost of \$38,390 PLUS nearly \$3,500 of additional expenses (see pages 281 and 298 of the Board packet) to provide her and Bree Waters ["the Engineering Department only has 2 full time employees" (see page 15 of the Board packet)] with nothing more than "an update to the previously completed Utility Rate Study." And why? Because Ms. Nelson and Ms. Waters "were not immediately involved in the prior rate study."

And because Ms. Nelson & Co. don't know what they're doing, section 3.2.5 of the proposed agreement with HDR (see page 277 of the Board packet) "designates Diana Robb, or her designee, to act as (the District's) prerepresentative for...performance of th(at) agreement." Who is Diana Robb? It turns out she's nothing more than an admin person; a PW admin manager (don't you just love it when everyone is a supervisor? Or a Director? Or a manager?). So we're going to let an admin person make all decisions insofar as HDR's performance of its proposed rate study update? You mean Kate Nelson isn't competent to represent the District?

Now look at HDR's proposed scope of services (pages 289-297 of the Board packet). Doesn't HDR already know who we are and the mechanics of the rate study it recommended last June? Didn't we go through this with the initial rate study? So why do we have to reinvent the wheel? Bueller? Bueller?

And what's worse than all of the above is the fact that the "proposed agreement...has (already) been reviewed by District Legal Counsel." Really? Who authorized this review? And who authorized the expenditure of these funds? And assuming it wasn't the Board, why did BB&K listen to Ms. Nelson given I though BB&K's client is the Board and not staff? And how much has BB&K charged for this review? On a task the Board will hopefully elect not to undertake [under "alternatives" (see page 274 of the Board packet) one of the options before the Board is to "not approve the update...and continue with the currently adopted rates"]. Bueller? Bueller.

Our problem is not when and by how much to update water/sewer rates using the same rate structure which has plagued the District for the last twenty (20) or more years. It's when is the Board going to tackle the real problem with the District's water/sewer rates? Their impermissible discriminatory and preferential structure? Remember, wrongfully embraced and incorporated into last year's rate study the structure former PW Director Pomroy developed because Mr. Koorn was instructed to do so by former PW Director Brad Underwood. In other words, because staff interfered with the process, the

results were skewed to the detriment of the public. Thank you Brad Underwood. And thank you Shawn Koorn. And thank you Kate Nelson because if we listen to you, the same wrong will be repeated.

We don't need HDR to fix the problems with our rate structure! We sure didn't need Joe Pomroy and Brad Underwood. We need the Board. So this agenda item should be rejected and instead, staff should be directed to come up with the additional revenue which would be realized from making the recommended changes below. And to refresh the Board's recollection, here are the changes in our rate structure necessary to make the District's rates fair, non-discriminatory, and non-preferential:

1. Eliminate the water (sec. 2.40) public service recreation provision which exempts IVGID and other large water user collaborators from paying the excess water charges local residential parcel owners are compelled pay: Do you understand that the residential user who uses as little as 20,000 gallons in a monthly billing period must pay 60% more than the basic water use rate (\$3.44 vs. \$2.15 per 1000 gallons), and 30% more than the rate (\$2.65 per 1000 gallons) IVGID's commercial businesses like our two golf courses and Diamond Peak pay? We want to penalize the local parcel owner because he/she/it uses more than 20,000 gallons in a month while the golf courses and Diamond Peak use many millions of gallons on course irrigation and manmade snowmaking and pay no excess charges? Now what's fair about this?

And if a residential customer's amount of use in a monthly billing period exceeds 60,000 gallons in a monthly, he/she/it must pay nearly 90% more than the basic water use rate (\$4.01 vs. \$2.15 per 1000 gallons), and over 50% more than the rate (\$2.65 per 1000 gallons) IVGID's commercial businesses pay. And the justification for these charges is to discourage waste? When our golf courses and Diamond Peak use over 100,000,000 gallons of treated water on irrigation in a year? Bueller? Bueller?

I submit that the elimination of this exemption will generate hundreds of thousands of dollars of additional yearly revenue which can be used to reduce the water rates over 8,000 residential users must pay. Sure higher water rates will increase the losses staff rack up at our golf courses. And reduce the positive cash flow staff realize at Diamond Peak. But so what? If we can't make a buck running these commercial business enterprises, the simple answer is to go out of business! Why compel local parcel owners to go along for staff's ride when they have no interest?

2. Increase the capital improvement charges commercial water irrigation users pay: Do you think the costs the District incurs to create the infrastructure that provides millions of gallons of water on a moment's notice to Diamond Peak for its manmade snowmaking is the same as that to provide a handful of thousand gallons in a month to the typical residential user? So why not charge these commercial users more? Staff will tell you the District's commercial businesses already pay more. And they're correct. Residential water customers pay \$15.10 per month in water Capital Improvement Costs ("CICs"). Commercial water customers pay but a handful of multiples of that charge based upon the diameter of their water meters with no water flowing through them. So Diamond Peak which uses a 10" water meter for manmade snowmaking pays 76 times the water CICs the residential customer pays. Yet it uses over 1,500 times the amount of water. The Champ Golf Course uses a 3" water meter for its course irrigation, pays 10 times the water CICs the residential customer pays. Yet it uses over 1,500 times the amount of water. Is this fair?

I submit that the increasing the CICs big irrigation customers pay will generate many thousands of dollars of additional yearly revenue which can be used to reduce the water rates over 8,000 residential users must pay. As I have stated, if we can't make a buck running these commercial business enterprises, the simple answer is to go out of business! Why compel local parcel owners to go along for staff's ride when they have no interest?

3. Increase the capital improvement charges commercial sewer users pay: How many times a day do you think the typical residential customer flushes his/her/its toilet(s)? Now compare this number to some of the larger commercial businesses in town. How about the Diamond Peak base lodge? How about the skier services' building? How about the Chateau? How about the Hyatt Hotel? So why not charge these commercial users more? Staff will tell you these commercial businesses already pay more. And they're correct. Residential water customers pay \$31.45 per month in sewer CICs. Commercial sewer customers pay but a handful of multiples of that charge based upon the diameter of their water meters with no water flowing through them. Now what does the diameter of a

sewer customer's water meter have to do with the amount of toilet flushes? Or the amount of cooking grease or other contaminants a commercial restaurant produces? So most restaurants in town use a 1.5" diameter water meter. This means they pay 3.33 times the sewer CICs the residential customer pays. The Diamond Peak base lodge, with its food court and multiple bathrooms, uses a 3" diameter water meter, and pays 10 times the sewer CICs the residential customer pays. Is this fair?

I submit that the increasing the CICs commercial sewer customers pay will generate many thousands of dollars of additional yearly revenue which can be used to reduce the water rates over 8,000 residential users must pay.

4. Increase the base rates commercial water and sewer users pay: Residential water customers pay \$17.30 per month in water CICs. Commercial water customers pay but a handful of multiples of that charge based upon the diameter of their water meters with no water flowing through them. For example, most restaurants in town use a 1.5" diameter water meter. This means they pay 3.33 times the base water rates the residential customer pays. The Diamond Peak base lodge, with its food court and multiple bathrooms, uses a 3" water meter, and pays 10 times the base water rates the residential customer pays. What does the diameter of a water customer's water meter with no water flowing through it have to do with the overall cost the District incurs to provide a public water system? And is this fair?

Residential sewer customers pay \$32.25 per month in sewer CICs. Commercial water customers pay but a handful of multiples of that charge based upon the diameter of their water meters. For example, most restaurants in town use a 1.5" diameter water meter. This means they pay 3.33 times the base sewer rates the residential customer pays. The Diamond Peak base lodge, with its food court and multiple bathrooms, uses a 3" water meter, and pays 10 times the base sewer rates the residential customer pays. What does the diameter of a water customer's water meter have to do with the overall cost the District incurs to provide a public sewer system? And is this fair?

I submit that the increasing the base rates commercial water and sewer customers pay will generate many thousands of dollars of additional yearly revenue which can be used to reduce the water rates over 8,000 residential users must pay.

5. Charge each residential water customer the same monthly admin fee: Do you realize that currently 4,000 or more of these customers escape this charge altogether because they're part of a HOA and the District bills the HOA a single water "account" admin fee? Even though every HOA member has the same access to customer service as does the residential customer? Charging every customer the same will generate nearly an additional \$215,000 or more of yearly revenue which can be used to reduce the water rates over 8,000 residential users must pay.

6. Charge each residential sewer customer the same monthly admin fee: Similarly, do you realize that currently 4,000 or more of these customers escape this charge altogether because they're part of a HOA and the District bills the HOA a single sewer "account" admin fee? Even though every HOA member has the same access to customer service as does the residential customer? Charging every customer the same will generate nearly an additional \$215,000 or more of yearly revenue which can be used to reduce the water rates over 8,000 residential users must pay.

7. Charge unimproved buildable lots standby water and sewer service fees: Do you realize there are over 200 unimproved and buildable residential lots in town? Their owners don't receive water or sewer bills notwithstanding the public's water and sewer service systems are available to their owners when they choose to become customers. Don't you think they should pay something in the form of standby service charges? As little as \$25 per month would generate an additional \$60,000 or more of yearly revenue which can be used to reduce the water rates over 8,000 residential users must pay.

8. Charge unimproved buildable lots defensible space fees: Every water customer pays \$1.05 per month in defensible space charges. But since there are over 200 unimproved and buildable residential lots in town whose owners don't receive water bills, they pay no such fees. Don't you think they should be paying this portion of defensible space costs everyone else pays? This would generate an additional \$2,500 or more of yearly revenue which can be used to reduce the water rates over 8,000 residential users must pay.

9. Charge non-resident users of our water and sewer services more of the additional costs we incur to make available such services: There are several private irrigation water users in Douglas County (Clear Creek Golf Course and the Schneider Trust) we provide irrigation wastewater (wastewater cannot be used in the Tahoe basin) to who are paying less for their water than local residential customers must pay. Sand Harbor and Spooner Lake state/federal facilities use our water and sewer services. Yet these users aren't even located within the District's boundaries, and the rates they pay have never been approved by the Board (instead they benefit from secret agreements entered into by staff)? Shouldn't their rates be set by the Board? For once? And shouldn't they reflect the additional costs we incur to make those services available?

As an example, take a look at the top of page 16 of the Board packet. There you will see where the District incurred costs to repair an export line leak for Clear Creek Golf Course. How much did this cost us? And how much was reimbursed, if any, by the Golf Course? Are you getting my point?

If we charged these non-residents market rates, we would generate thousands of additional dollars of yearly revenue which can be used to reduce the water rates over 8,000 residential users must pay.

10. Now why didn't HDR recommend any of these rate structure changes when it did its utility rate study last June? And staff wants to replicate these flaws without fairly addressing them once and for all? What's wrong with you people?

This agenda item should be rejected and instead, staff should be directed to come up with the additional revenue which would be realized from making the recommended changes above. And then the Board can make changes to our current rate structure which are truly fair, non-discriminatory, and non-preferential.

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR JANUARY 10, 2024 MEETING –
AGENDA ITEM G(5) – POSSIBLE ENTRANCE INTO A NEW THREE (3)
YEAR LEGAL SERVICES AGREEMENT WITH BB&K**

Introduction: Well here's yet "another one" as my friend DJ Khaled would say¹. More evidence of staff incompetence, misrepresentation and arrogance. And an attorney who sees his job to be a wingman for District staff, even when as here there is evidence staff doesn't speak the truth. In other words, the more things change, the more they remain the same. Or stated differently, to those readers who think we can fix our corruptive staff by replacing unethical and untruthful employees, here's evidence we *can't*. The corruption and unethicalness of District staff is not capable of redemption. It is simply repeated over and over again by new employee after new employee who is indoctrinated into the ways of IVGID. Or as Nevada defines a criminal business syndicate, "any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave (and)...which engages in or has the purpose of engaging in racketeering activit(ies)."² And that's the purpose of this written statement.

Didn't The New Board Make it Clear to BB&K a Year Ago That Going Forward, BB&K's Client Was The Board Rather Than Staff? What happened?

Didn't BB&K Tell The Board Last Year That They Would Not Be Renewing Their Legal Services Agreement With The District Come The End of Last Year? What happened?

Didn't The Board Tell Staff to Hire Their Own Attorneys if Necessary, Rather Than Using The Board's Attorney? What happened?

¹ Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else>.

² See NRS 207.370. According to NRS 207.390, racketeering activities mean "engaging in at least two crimes related to racketeering [such as robbery; taking property from another under circumstances not amounting to robbery, grand larceny, receiving, possessing or withholding stolen goods valued at \$650 or more, embezzlement of money or property valued at \$650 or more, obtaining possession of money or property valued at \$650 or more, obtaining a signature by means of false pretenses, or engaging in an act, practice or course of business or employing a device, scheme or artifice which operates or would operate as a fraud or deceit upon a person by means of a false representation or omission of a material fact (see NRS 207.360)] that have the same or similar pattern, intents, results, accomplices, victims or methods of commission, or are otherwise interrelated by distinguishing characteristics and are not isolated incidents."

Didn't The Board Tell Staff to Create a RFP For Legal Services And Publicize Their Search to The Legal Community? What happened?

My January 7, 2024 E-Mail to The Board: On January 7, 2024 I wrote to the Board on this subject recommending they not go forward with BB&K as suggested³. Rather than regurgitating its contents, I direct the reader to reach the e-mail, and conclude the merits of this agenda item for him/herself.

Conclusion: Does the District need its own full time attorney? Can it afford to pay for one given its limited revenue sources? So why do we keep doing what we've done in the past which has gotten us to the position we're in? For the reasons stated in my e-mail, I recommend the Board simply say no.

And now you the reader may have a better idea of what the District's Recreation ("RFF") and Beach ("BFF") Facility Fees actually pay for.

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

³ That e-mail is attached as Exhibit "A" to this written statement.

EXHIBIT "A"

Jan 10, 2024 IVGID BOT Meeting - Agenda Item G(5) - Hundreds of Thousands of Dollars Spent With BBK to Benefit Staff to The Detriment of The Board and The Public

From: <s4s@ix.netcom.com>
To: Schmitz Sara <schmitz_trustee@ivgid.org>
Cc: Dent Matthew <dent_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>
Subject: Jan 10, 2024 IVGID BOT Meeting - Agenda Item G(5) - Hundreds of Thousands of Dollars Spent With BBK to Benefit Staff to The Detriment of The Board and The Public
Date: Jan 7, 2024 5:25 PM

Chairperson Schmitz and the Other Honorable IVGID Trustees -

Here staff have come to the Board with a request that our legal services relationship with BB&K continue, and at a much higher cost by the way, when I thought BB&K was terminating their relationship with us late last year? What happened? Why the about face?

Staff tell us the reason for re-contracting with BB&K is because "the interim GM has requested the Board delay...issuing a RFP for legal services...until the Board hires a GM." WHY? BB&K is not staff's attorney. It's not the GM's.

Didn't we go through this last year? Didn't the Board instruct BB&K that its client was the Board rather than staff? And how has BB&K honored the Board's request? By creating a new form of legal services agreement which declares its client is staff! I understand it says IVGID. But what exactly is IVGID? It's staff! Item G(4) on this calendar is entering into a possible new HDR agreement. Kate Nelson tells us BB&K has already reviewed and approved the form of agreement. Who instructed BB&K? Who was BB&K's client? Why didn't BB&K listen to its client the Board and tell Kate Nelson NO? And now we want to give them more for ignoring our previous instructions?

Read the proposed legal services agreement. Who is going to be able to direct BB&K to perform more services? It's IVGID. Who is IVGID? Staff of course. How many times do we have to go over this? If staff need an attorney, HIRE ONE! Don't use the Board's because use represents a conflict of interest.

Furthermore, the cost of an in house attorney will be a lot less than using BB&K. We used to get BB&K's services for attendance at Board and Audit Committee meetings for a fixed fee, regardless of the time spent. Now it's nearly \$300 per hour. Where's the money going to come from for this? And why do we need to spend this kind of money to have an attorney sit at a Board meeting? Or an Audit Committee meeting? To caution against entry into an OML violation? Hasn't the Board been sufficiently schooled in OML complaints so it no longer needs an attorney to provide warnings? Didn't I send the Board an e-mail on this very subject on December 27, 2023 wherein I demonstrated this is a wasted expenditure?

We don't need an attorney for the Board unless under very specific circumstances. And then, we can pay nearly \$300 per hour for the service. Attendance at Board meetings is a complete waste. So if you're going to approve an agreement for legal services, you must modify the scope of services and the client's identification to clearly state the client is the Board and NOT staff. No matter who you hire, you're going to find that rather than obtaining truly neutral advice, that advice is going to be skewed in favor of staff? Because that's its client. We don't need another staff wing man.

If staff want or need an attorney, hire one the way it insists a GM be hired. Or a Finance Director be hired. Or an Admin Services Director be hired. The cost to the District will be a fraction of what BB&K charges, and this employee will be accessible 24/7 figuratively speaking to address essentially all non-litigation matters.

Respectfully, Aaron Katz

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim General Manager

FROM: Bobby Magee
Interim Director of Finance

SUBJECT: Adopt Resolution Augmenting Budget and Appropriating General Fund Reserves in the amount of \$1,512,949 and Recreational Services Reserves, Beach Utility Reserves, Internal Services Reserves in the cumulative amount of \$3,956,700.

DATE: January 31, 2024

I. RECOMMENDATIONS

That the Board of Trustees:

Adopt a Resolution Augmenting Budget and Appropriating General Fund Reserves in the amount of \$1,512,949 and Recreational Services Reserves, Beach Utility Reserves, Internal Services Reserves in the cumulative amount of \$3,956,700.

II. DISTRICT STRATEGIC PLAN

This action supports Long Range Principle #3, Finance; *“The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial polices for operating budgets, fund balances, capital improvement and debt management.”*

- *Comply with State and Federal regulations.*
- *Develop and maintain a long term plan to sustain financial resources.*

III. BACKGROUND

Overview

Each fiscal year Incline Village General Improvement District sets a budget based on estimated revenue and projected expenditures. The fiscal year 2023-24 budget was approved by the Board on May 25, 2023. (Items G.7, G.8, and G.9) In July and August of 2023, the Finance Department began conducting a self-evaluation of its operations and reported its findings back to the Board at multiple meetings. Several recommendations were made, and approved by the Board using existing

available appropriations. With each item, the Board directed staff return at a later date to augment the Finance Department budget, and related appropriations, to ensure the rightsizing of the overall Districtwide budget and accomplish all of the Board's goals within the 2023/24 expenditure plan. A listing of the previously-approved items is below:

Item	Date(s) Approved	One Time / Ongoing Cost
Contract with Baker Tilly	8/9/23 and 8/24/23	One Time
Internal Auditor	8/9/23	Ongoing
Contract with Tyler Technologies	8/24/23	One Time
Forensic Due Diligence Financial Audit	8/24/23	One Time
Asst Director of Finance	8/24/23 (Conceptual) and 9/19/23 (Ratified)	Ongoing
Management Analyst	8/24/23 (Conceptual) and 9/19/23 (Ratified)	Ongoing
A/P Tech Funding	N/A	Ongoing
Annual Comprehensive Financial Report (ACFR) Preparation	Identified by Staff	One Time

The Finance Department recently conducted a budgetary check based on previous Board direction to add the items above, and to review its ongoing needs in completing all accounting and financial reporting duties, both past and present. Below is a list of the enhanced staffing levels and other items previously approved by the Board, along with related contracts and other identified projects, with recommended funding levels.

Description	Estimated Cost for Remainder of FY 2023/24
Assistant Director Of Finance	\$148,200.00
A/P Tech / Accountant	132,800.00
Revenue Manager	115,600.00
Management Analyst	63,800.00
Central Purchasing Contracts Manager	63,200.00
Internal Auditor	75,000.00
Temporary Staffing	151,200.00
General Fund Salary Totals	\$749,800.00
Baker Tilly Contract	\$265,000.00
Forensic Due Diligence Audit	350,000.00
TYLER Enterprise (Munis) Additional Support	16,000.00
ACFR Prep	10,000.00

Information Technology 2022/23 Carry Forward (Capital)	89,387.00
Information Technology 2022/23 Carry Forward (Expense)	32,762.00
General Fund Expense Totals	\$763,149.00
General Fund Totals	\$1,512,949.00
Tennis Court Reconstruction Project	\$3,000,000.00
Point of Sale Update	290,000.00
Recreation Services Total	\$3,290,000.00
Cost Allocation to Other Funds:	
Utility	\$208,800.00
Championship Golf	81,200.00
Mountain Golf	25,800.00
Facilities	35,200.00
Ski	166,200.00
Recreation Center	43,400.00
Tennis	7,000.00
Community Services Admin	5,200.00
Beach	41,200.00
Internal Services	52,700.00
Cost Allocation Total	\$666,700.00
Grand Total	\$5,469,649.00

Notes:

- In a separate item on today’s agenda, it is recommended to increase the value of the Baker Tilly contract for general accounting assistance by \$100,000. The previously-approved amount of \$165,000, combined with the recommended contract amendment, brings the total value of this contract to \$265,000.
- The Forensic Due Diligence Audit, if approved by the Board as a separate item on today’s agenda, is for a not-to-exceed amount of \$350,000. It is recommended to budget and appropriate the full amount at this time so that the Board can consider the adoption of the item further down the agenda.
- On October 25, 2023 the Board approved the 2022/23 carry-forward appropriations for the entire budget with the exception of the General Fund which required a Public Hearing. (Item G.4) With today’s Public Hearing it is recommended that the final carry-forward amounts be approved.
- The Finance Department has been working with Community Services, Public Works, and the Tennis Committee on the Tennis Court Reconstruction Project. The estimated full cost for the project is \$3 million, which is recommended now in order to begin the design phase work.

- Working with the Information Technology Department, the Point of Sale Upgrade Project is recommended to be funded from the Recreation Services Fund.
- In accordance with Board direction for the Districtwide cost allocation plan (CAP), items that will be appropriated to the General Fund are further recommended for cost recovery through the CAP as identified in the table above. Appropriations are needed to fully fund the CAP.

VI. FINANCIAL IMPACT AND BUDGET

The recommended actions will increase appropriations to the identified funds:

- General Fund - \$1,512,949
- Recreational Services Fund - \$3,654,000
- Beach Fund - \$41,200
- Utility Fund - \$208,800
- Internal Services Funds (ISF) – \$52,700

The appropriated amounts will be funded through a reduction of \$1,512,949 in General Fund Reserves, \$3,904,000 in Recreation Services Reserves, and \$52,700 from the ISF Reserves.

V. ALTERNATIVES

If the Board chooses to not appropriate any portion of the recommended funds, projects and staffing identified above will need to be re-evaluated with future recommendations brought back for Board consideration.



RESOLUTION NO. 1907

A RESOLUTION TO AUGMENT THE 2023-2024 BUDGET OF INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

WHEREAS, the total resources of the General Fund, Incline Village General Improvement District were budgeted to be \$10,076,699 on July 1, 2023; and

WHEREAS, the total available resources are now determined to be \$2,628,245.

WHEREAS, said additional unanticipated resources are as follows:

Salaries and Benefits	\$749,800
Information Technology FY22-23 Carry Forward	\$122,149
Services and Contracts	\$641,000

Total: \$1,512,949

WHEREAS, there is a need to apply these excess proceeds in the General Fund.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that Incline Village General Improvement District shall augment its

2023-2024 budget by appropriating \$1,512,949.00 for use in the General Fund, thereby increasing its appropriations from \$10,076,699 to \$11,589,648. A detailed schedule is attached to this Resolution and by reference is made part thereof.

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

.....

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a Special held meeting of the Board of Trustees of the Incline Village General Improvement District on the 31st day of January, 2024, by the following vote:



AYES:

NAYS:

ABSENT:

APPROVED AS TO FORM:

Sergio Rudin
Legal Counsel

By: _____

Sara Schmitz
Chair, IVGID Board of Trustees

ATTEST: _____

District Clerk



SCHEDULE

Description	Estimated Cost for Remainder of FY 2023/24
Assistant Director Of Finance	\$148,200.00
A/P Tech / Accountant	132,800.00
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<hr/>	
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TYLER Enterprise (Munis) Additional Support	16,000.00
ACFR Prep	10,000.00
Services and Contracts Total	\$641,000
Information Technology 2022/23 Carry Forward (Capital)	89,387.00
Information Technology 2022/23 Carry Forward (Expense)	32,762.00
General Fund Carry Forward Totals	\$122,149.00
General Fund Totals	\$1,512,949.00

NOTICE OF PUBLIC HEARING

IVGID is proposing a budget augmentation including a General Fund appropriation increase. The proposed augmentation would increase the total IVGID budget by \$5,469,649 which includes a General Fund increase of \$1,512,949.

The proposed budget increases are due to the following factors:

- Funding of the Tennis Court rehabilitation project
- Funding the Finance Department for additional accounting resources
- Carryforward of the Information Technology General Fund items from Fiscal Year 2022-23
- Funding of the recommended Forensic Due Diligence Audit contract
- Funding of the recommended Point of Sale system
- Funding of the Finance Department staffing additions

The unanticipated revenue sources are:

- General Fund Reserves in the amount of \$1,512,949
- Recreational Services Reserves, Beach Utility Reserves, Internal Services Reserves in the cumulative amount of \$3,956,700.

-

Copies of the proposed documents are available at 893 Southwood Blvd., Incline Village, NV 89451

The public hearing will be held:

Wednesday, January 31, 2024 not earlier than 6:00 pm and as soon thereafter as practicable at 893 Southwood Blvd, Incline Village, Nevada

Please check the posted Board of Trustees Notice of Meeting for any changes.

The 2023 Budget, which were presented to the Board of Trustees on May 25, 2023, is available on the website: <https://www.yourtahoeplace.com/ivgid/board-of-trustees/archived-agendas-and-packets-2023-january-june>

If you have comments about the proposed changes to the budget augmentation, please contact the IVGID Clerk.

By mail: 893 Southwood Boulevard Incline Village, Nevada 89451 Attn: Department Of Finance

Phone: (775) 832-1100
Fax: (775) 832-1331
E-mail: info@ivgid.org



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- Carryforward of the Information Technology General Fund items from Fiscal Year 2022-23
- Funding of the recommended Forensic Due Diligence Audit contract
- Funding of the recommended Point of Sale system
- Funding of the Finance Department staffing additions

The unanticipated revenue sources are:

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board-of-trustees/archived-agendas-and-packets-2023-january-june](https://www.yourtahoeplace.com/ivgid/board-of-trustees/archived-agendas-and-packets-2023-january-june)
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MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim General Manager

FROM: Bobby Magee
Interim Director of Finance

SUBJECT: Review, Discuss, and Provide Direction to Staff on the Updated Finance Active and Special Project List

DATE: January 31, 2024

I. RECOMMENDATIONS

That the Board of Trustees:

Discuss the Updated Finance Active and Special Project List and Provide Further Direction as Appropriate.

II. DISTRICT STRATEGIC PLAN

This action supports Long Range Principle #3, Finance; *“The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial policies for operating budgets, fund balances, capital improvement and debt management.”*

- *Comply with State and Federal regulations.*
- *Develop and maintain a long term plan to sustain financial resources.*

III. BACKGROUND

Overview

On August 24, 2023 the Board of Trustees held a Special Meeting to discuss issues within the Finance Department, provide direction on the Board’s priorities as it related to the Finance active and special projects, and actions necessary for creating a plan to address the issues. (Item C.3) A portion of the Board’s actions included adding full-time, permanent personnel to the Finance Department based on identified needs to meet the current and expected future workload; and, to evaluate any consulting resources required support the active and special projects list as prioritized by the Board.

Finance Active and Special Project List -2-
January 31, 2024

Since July 2023 the Department of Finance has been conducting a self-assessment on daily, weekly, monthly, annual, and special projects that it believes need to be completed. Since the August 24th Board meeting, the Finance department has been able to recruit and hire a Controller and an Assistant Director. The Finance leadership team has continued to assess the operations of the department, pivoting quickly to address a number of new issues that have been discovered recently.

The items listed in the tables below represent the Interim Finance Director's Active and Special Project list, and include a "Board Priority" column. The Board Priority is a number identified by staff as the Board's priorities of each item, based on comments and direction received by the Board during the August 24, 2023 Special Board meeting. Priority one was deemed by the Board to be the items of greatest immediate concern. Items marked as "NA" were not previously specifically weighed in by the Board, but staff subsequently determined that corrections and adjustments were immediately needed.

Prioritized Active and Special Project List

Completed Items

Projects	Status	Notes	Board Priority
Bank Reconciliations July 2022 – June 2023	Completed	Team effort between Baker Tilly and IVGID Finance staff. Project has moved on to July 2023 – December 2023.	NA
Enterprise (Munis) Innoprise Data Reconciliation Project	Completed	Independent teams completed a reconciliation of Innoprise end-of-life to the IVGID ACFR to the Enterprise beginning balance. Numbers from both teams tied exactly the same; project is completed with confidence in the accuracy of the starting financial data in the Enterprise ERP system.	1
Enterprise Journal Entry Auto-Approval Project	Completed	Controls and setup issue in Enterprise. The Accounting team worked with Tyler to find a solution; the ERP system is no longer auto-approving journal entries.	1
Treasurer's Report Redesign	Completed	Created a new Treasurer's Report for Board and public viewing as of October 2023.	2
Tyler Invoicing Module	Canceled	Still in development by Tyler; decision was made to not pursue this module.	4
Investments Review	Completed	Main checking account began earning interest in October 2023. Interest earned is shown on the Treasurer's Reports.	1
Transparent Nevada (Nothing Since 2019)	Completed	2019, 2020, and 2021 completed and sent to Transparent Nevada in the format they requested.	1
PO's - no T's and C's	Completed	Terms and Conditions now shown on all new Purchase Orders.	NA

Finance Active and Special Project List -3-
January 31, 2024

Last 3 Quarterly Economic Survey for the 2 nd , 3 rd and 4 th quarters due to the State.	Completed	QES's had not been submitted to the State in over a year; all QES's researched, filled out and completed. 11.28.23	NA
Payroll Transfer to Finance	Completed	Completed as part of the Internal Controls Project. Responsibility for the Districtwide Payroll function has been transferred from HR to Finance. 11.28.23	NA
Rec Fee - Dwelling Unit Issue	Completed	Completed by others prior to Finance's involvement.	4
Daily Cash Sheet	Completed	Process for active cash management is now in place, with daily monitoring of transactions and reconciliations, and weekly reports to the Finance Director. Daily not needed; weekly is fine.	2
Change Contact on SRF Loan	Completed	Finance Director now actively involved in the Loan / Bond process.	NA
OpenGov - Not clear and up to date	Completed	Appears to be working correctly; data pulling from Tyler still in final reconciliation phase, which will then roll into OpenGov. Data pulling correctly into OpenGov. Project completed.	2
Tennis Center - CIP Reallocation	Completed	Currently under budget review. Pending final recommendations to Board. UPDATE: This item will go up for Board consideration in January 2024. 1.18.24	2
Punch Card Contra Revenue Accounting	Completed Transition in Progress	The practice of contra-revenue accounting has been reviewed by the internal Finance team; agreement has been reached to end this practice wherever possible. Accounting changes currently in progress. 1.17.24	4
Events Deposits	Completed	July 2023 completed; expect to be caught up in Dec 2023 with all months. 11.28.23 Completed 1.18.24	1
Error on posted April financial reports (golf pages and utility main summary appears to show \$2M in transfer - only \$1M)	Completed	On the staff radar; pending reconciliations and updates from previous months' books. UPDATE: This was a calculation error on an excel spreadsheet and did not hit the GL. Corrected and uploaded to website. 1.19.24	1

Projects in Process:

Projects	Status	Notes	Board Priority
Audit	Late	A request for extension pursuant to NRS 354 was filed to the Dept of Taxation. Extension granted for 30 days, making audit now due on January 31, 2024. 11.13.23 Second extension submitted to DOT; requesting extension to Feb 28. 1.17.24 UPDATE: Approved by the DOT 1.17.24	1

Finance Active and Special Project List -4-
January 31, 2024

Enterprise (Munis) Workflow Redesign	Assigned to Assistant Director	Process is active; module assessment and training with Tyler is nearly complete. Finance is building "draft" workflow processes and improving internal controls within the system. Rollout in the test environment to commence soon, gathering input from end users and department heads prior to moving to the live system.	1
Internal Controls Review	Pending Sr. Accountant Hire	Audit Committee Request. Senior Accountant has not been hired as of 12.4.23; however, Controller has already begun to identify items that should be looked at in the next few months. Project active; however, with Sr. Accountant hire still pending work has been transferred to Baker Tilly. 1.10.24	1
Food and Beverage Deep Dive - Financials and Operations	Delayed	Delayed - Pending new Golf Director / F&B Manager 11.28.23	1
Budget Presentation Redesign	Assigned to Director / Assistant Director	Actively in process.	2
Facility Fees shown as revenues on financial reports - needs to be excluded		Not currently assigned; pending Senior Accountant hire and workload considerations.	3
Long Range Financial Plan	Assigned to Director / Assistant Director	Not currently in progress.	3
CIP Study Session / Strategic Budget Planning Retreat	Assigned to Director / Assistant Director	Actively in progress. Current plan is to bring this item to the Board in February 2024.	3
Budget - Cash Flow Statement to State	Assigned to Controller / Director	Updated - needs to be filed. Director and Controller met with State Department of Taxation to discuss specifics; finalized forms pending other workload considerations. UPDATE: Still pending with budget augmentations in progress. 1.18.24	3
Cost Allocation Plan Review		Not currently in progress. Plan is to include a recommendation to the Board for funding in the next budget process for hiring a professional consultant to handle this Districtwide item.	3
Development of a "Popular Annual Financial Report" (PAFR)	Assigned to Director / Controller / Sr. Accountant	More of a 'nice to have' item, but plan is to develop and release after completion of the annual audit.	3
Purchasing Program Review		Not currently in progress. Pending Purchasing and Contracts Manager hiring. 1.18.24	4
Punch Card System Review	Assigned to Controller / Director	Not currently in progress.	4

Finance Active and Special Project List -5-
January 31, 2024

P-cards - running to local businesses		Pending start of overall Purchasing Program Review. UPDATE: Pending Purchasing and Contracts Manager hiring. 1.18.24	4
Munis - PO Rollover Process	Assigned to Controller	Approximately 300 PO's need to be researched in the legacy ERP system, reconciled with invoices in the system, then manually close out each PO, and finally re-opened in the Tyler system. Currently in progress. 1.15.24	4
Month End Accounting Checklists	Consultant Day coordinating with Finance staff assistance. 12.29.23	Currently in progress. While a checklist exists, it has not been followed in some time and staff is reviewing and creating new processes for adherence to the requirements. 1.17.24	NA
Food and Beverage Inventory Reconciliations	Pending Assignment to Staff	Reconciliations have not been completed in over a year.	NA
Accounts Receivable Reconciliations	Pending Assignment to Staff	Several reconciliations have not been completed in multiple months.	NA
Golf Revenue Reconciliations	Pending Assignment to Staff	Reconciliations have not been completed in multiple months.	NA

VI. FINANCIAL IMPACT AND BUDGET

There is no financial impact to discussing the Active and Special Project list.

V. ALTERNATIVES

None.

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim General Manager

FROM: Bobby Magee
Interim Director of Finance

SUBJECT: Review, Discuss, and Approve the Scope of Work and Related Contract Pricing for Forensic Due Diligence Auditing Services and Direct the General Manager to Execute the Agreement with RubinBrown

DATE: January 31, 2023

I. RECOMMENDATIONS

That the Board of Trustees:

1. Discuss the Contract, Related Scope of Work, and Related Pricing for Forensic Auditing Services and Provide Further Direction to Staff as Appropriate; and,
2. Direct the General Manager to execute the contract with RubinBrown.

II. DISTRICT STRATEGIC PLAN

This action supports Long Range Principle #2, Finance; *“The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial polices for operating budgets, fund balances, capital improvement and debt management.”*

- *Comply with State and Federal regulations.*
- *Develop and maintain a long term plan to sustain financial resources.*

III. BACKGROUND

Overview

On November 8, 2023 the Board of Trustees (Board) approved the award of a contract with RubinBrown, LLP for Forensic Due Diligence Auditing Services. (Item G.3) As part of the actions approved by the Board, staff was also directed to work with the IVGID Treasurer and the Chair of the Audit Committee to develop

the final scope of work for the contract; and, the Board provided the Treasurer with authority to negotiate final terms and conditions, along with related contract pricing.

As the scope and price were negotiated with RubinBrown, it became apparent that their firm may not have priced the contract appropriately based on IVGID's needs. The final scoring for award of contract would not have changed if RubinBrown's response to the Request for Proposal (RFP) had been closer to pricing proposals of the other firms; the RFP Review Committee had still scored RubinBrown as the most qualified firm by a wide margin, and the Committee did not see the pricing proposals until after the scoring had been completed. The initial prices received from all firms in response to the RFP are as follows:

RubinBrown	\$117,450
Baker Tilly	\$368,625
Moss Adams	\$382,934
Grassi	\$750,000

Since the information related to the final negotiated Scope of Work and related contract pricing has become public, a number of interested stakeholders has reached out to staff requesting that this item be considered by the full Board, despite the Board's previous direction to staff.

VI. FINANCIAL IMPACT AND BUDGET

The RubinBrown price proposal, based only on their understanding of IVGID's needs, was a total fixed price of \$110,000 (discounts applied) for three fiscal years' review. As identified in the staff report on November 8, 2023 this was intended to be a starting point for contract negotiations, with final pricing dependent upon successful completion of the finalized contract. In a separate item on today's Agenda, the Board is scheduled to consider appropriating funds for this contract, with a recommended not-to-exceed amount of \$350,000.

V. ALTERNATIVES

If the Board does not direct staff to sign the contract with available appropriations, the Forensic Due Diligence Audit will not commence.

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR SERVICES TO BE PROVIDED
ON A TASK ORDER BASIS**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of January, 2024, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and RubinBrown LLP, a limited liability partnership with its principal place of business at 10801 W Charleston Blvd, Suite 300, Las Vegas, NV, 89135 (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing forensic accounting services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render professional services on a task order basis for various projects within the District. The term “Project”, as used herein, shall mean the project(s) described in the Task Orders (defined below in Section 3.1.1).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, on a task order basis, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the forensic accounting services necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference. **No Services shall be performed unless authorized by a task order executed by the District and Consultant (“Task Order”) in such form and content as set forth on Exhibit B, attached hereto and by this reference incorporated into this Agreement.** All Services shall be subject to, and performed in accordance with this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from January 8, 2024 to June 5, 2024, unless earlier terminated or extended as provided herein. Consultant shall use best efforts to complete the Scope set forth in Exhibit A within 75 days of Consultant's receipt of a Notice to Proceed from the District and will keep IVGID apprised of its progress during the term of this Agreement, and shall meet any other established schedules and deadlines set forth in the Task Order.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the specific schedule that shall be set forth in the Task Order ("Schedule of Services"). **Consultant will be required to commence work within five days of receiving a fully executed Task Order.** Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with each Schedule, the District shall respond to Consultant's submittals in a timely manner. Upon the District's request, Consultant shall provide a more detailed schedule of anticipated performance to meet the relevant Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.

3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Thomas Zetlmeisl.

3.2.5 District's Representative. The District hereby designates Bobby Magee, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Thomas Zetlmeisl, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant agrees to the indemnification provisions in Section 3.5.6 of this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this Section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include the type of work performed under this Agreement.

Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver

of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District

reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C, attached hereto and incorporated herein by reference. The total compensation including reimbursements to be provided under this Agreement shall not exceed Three Hundred Fifty Thousand Dollars (\$350,000) without written approval of District's Board Chair. **The total compensation per Task Order shall be set forth in the Task Order, and shall not exceed such amount without written approval of the District's Representative.** Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to ap@ivgid.org, with attention to the Director of Finance. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within thirty (30) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under this Agreement, including its Exhibits, in a Task Order, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District’s Representative. Where Extra Work is deemed merited by the District, an amendment to this Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant’s offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may terminate this Agreement or any Task Order immediately for cause or decline to perform certain tasks if information comes to Consultant’s attention indicating that performing such tasks could cause Consultant to be in violation of any applicable law, regulations or standards, or to be in a conflict of interest. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement with or without cause by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

District

Incline Village General Improvement
District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: **Director of Finance**

Consultant

RubinBrown LLP
7676 Forsyth Blvd., Suite 2100
St. Louis, MO 63105
Attn: Thomas Zetlmeisl

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1

Documents &

Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection. Notwithstanding the foregoing, pursuant to Consultant's record retention policy, at the conclusion of this Agreement or any Task Order, Consultant may retain copies of files created by Consultant (collectively "Work Papers") and Consultant will destroy all pertinent Work Papers after a retention period of seven (7) years, after which time these items will no longer be available ("Record Retention Period"). Consultant's email retention policy is eighteen (18) months, after which time emails will no longer be available ("Email Retention Period").

3.5.3.2 Confidentiality.

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District. At any time during or after termination or expiration of

this Agreement or any Task Order, should Consultant receive a subpoena or other legal order from a third party seeking production of the District's records, documents, or Confidential Information, or testimony relating to Consultant's Services, Consultant will, to the extent permitted by law, notify the District as soon as practicable. Upon such notification, should the District wish to take action to protect its records and/or its information from production in compliance with the subpoena, the District agrees to notify Consultant of the District's intent to take action to protect its records and/or its information from production. The District agrees that Consultant has the right to produce any and all records Consultant deems appropriate in compliance with the subpoena and law. The District shall reimburse Consultant, upon receipt of an appropriate invoice, for all of Consultant's internal and external costs and expenses in responding to any subpoena for the District's records, and/or providing testimony pursuant to such subpoena, including Consultant's reasonable and customary fees for such services, as well as reasonable attorneys' fees. For the avoidance of doubt, this provision survives any termination or expiration of this Agreement.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all costs, expenses, liability, loss, witness fees, reasonable attorney fees, damage or injury, in law or equity, to property or persons, including wrongful death (collectively, "Losses") to the extent such Losses are adjudicated by a third-party trier of fact including any federal or state regulatory agency or body to, in any manner arise out of, pertain to, or relate to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, this Agreement, or any Task Order. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's total maximum obligation to indemnify shall be limited to the amount of fees paid by the District to Consultant in the prior 12 months pursuant to this Agreement or any applicable Task Order up through the date the District provides proper notice and indemnity demand to Consultant ("Indemnity Cap"), except such Indemnity Cap shall not apply to bodily injury or death and damage or destruction to property that in any manner arise out of, pertain to, or relate to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, this Agreement, or any Task Order.

3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees,

volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this

Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Limitation of Liability.

a) For the District. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

b) For Consultant. The liability of Consultant (including its partners, employees, agents and affiliated companies) to the District (and any purported third-party beneficiaries) for any claim or damages (including but not limited to incidental, special, exemplary, punitive, economic, or consequential, and attorney fees and costs), whether in contract, strict liability, tort (including but not limited to Consultant's negligence or fault, except that this provision does not purport to limit liability for Consultant's intentional/willful torts or for any other liabilities for which a limitation of liability is prohibited by Nevada law), or otherwise, arising out of, connected with, or resulting from Consultant's Services or the Agreement generally, shall not exceed all fees related to the Task Order giving rise to such claim paid by the District to Consultant, even if Consultant has been advised of the possibility of such claims or damages.

3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.

3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term “Boycott of Israel” has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant’s non-compliance with this subsection.

3.5.27 Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant’s employees from exercising available rights under the District’s Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

[Signatures on Following Page]

**SIGNATURE PAGE
TO
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
PROFESSIONAL SERVICES AGREEMENT
FOR SERVICES TO BE PROVIDED
ON A TASK ORDER BASIS**

**INCLINE VILLAGE GENERAL RubinBrown LLP
IMPROVEMENT DISTRICT**

Approved By:

Mike Bandelin
Interim General Manager

Date

Signature

Tom Zetlmeisl
Name

Partner
Title

Date

Reviewed as to Form:

Sergio Rudin
District General Counsel

Date

PROFESSIONAL SERVICES AGREEMENT (TASK ORDER BASIS)

EXHIBIT A

SCOPE OF SERVICES

Covers three fiscal years ending June 30, 2021, 2022 and 2023

1. Interview 20 individuals including the IVGID Trustees, IVGID General Manager, IVGID Department Heads, and two at-large Audit Committee Members.
2. Search three years of emails, for the period July 1, 2020 through June 30, 2023, for up to 12 individuals as determined by RubinBrown looking for indications of inappropriate financial activity.
3. Vendor Disbursements Analysis – Perform analysis of the vendor disbursements using the underlying accounting system data for three years to understand trends and identify irregularities and/or errors. Perform tests to verify the validity of the vendors to whom disbursements are made to assess whether or not any vendor disbursements are to “dummy” (e.g. fake) or related party vendors.
4. Vendor Award (Procure to Pay) Process - RubinBrown will review the process for awarding contracts to vendors and specifically review the award of contracts over a certain dollar threshold (\$500,000 as a starting point), up to 10 per fiscal year, for the period July 1, 2020 through June 30, 2023. This will include:
 - a. Determining who was in consideration for certain contracts.
 - b. The cost associated with the various bidders.
 - c. The rationale for awarding the contract to the chosen bidder.
 - d. Approvals in line with established DOA.
 - e. Show bid comparisons and % difference from awardee to lowest bid.

NOTE: This will also include review of change orders and contract modifications.

5. Credit Cards - RubinBrown will analyze credit card activity for three years for up to 8 members of the IVGID team, as determined by RubinBrown in consultation with the Interim Director of Finance and the Chair of the Audit Committee. As part of this, RubinBrown will:
 - a. Analyze the data at a transaction level and, where possible, tie those transactions to supporting documentation (i.e. receipts).
 - b. Review that charges are in line with any established policies, if applicable.
 - c. Determine how charges are paid/reimbursed to ensure they were not paid twice (i.e. AP and expense report).
 - d. Review for separation of duties for review/approval.

6. Financial Reporting – Specifically review the accounting for the following areas:
 - a. Capital accounting for land and equipment.
 - i. Capex project approval process (initial and overruns).
 - ii. Review capital projects for potential bid splitting.
 - b. Review capitalization vs. expensing of repairs and maintenance costs against established policies.
 - c. Cash
 - i. Physical access to vault and schedule of deposits.
 - ii. Policy on petty cash on hand.
 - iii. Review bank reconciliations prepared for all bank accounts during three year period to determine nature of reconciling items and appropriate disposition. Assess impact of bank accounts that remain unreconciled.
 - d. Review client provided list of whistle blower activity related to financial reporting and follow up procedures to be agreed upon with the client.
7. Financial Statement Analysis – Using the underlying data from accounting system exports, perform analysis of the detailed profit and loss statements and detailed balance sheets for three years to understand trends and identify irregularities and/or errors. We will also analyze the underlying transaction data from a GL export to investigate for any irregularities.
8. Review the existing written cash handling procedures, and make recommendations for improving them including:
 - a. Physical access and chain of custody at three locations with the largest cash transactions.
 - b. Reconciliation of cash drawers to transaction logs.
 - c. Review samples of cash handling for compliance with policy.
9. Fraud Risk Assessment – RubinBrown will perform a fraud risk assessment using the template included in our proposal. Based on RubinBrown’s review of documentation, interviews and analysis, their firm will customize this risk assessment to IVGID’s needs. The completed assessment along with RubinBrown’s recommendations deriving therefrom will serve as one of the deliverables on this project.
10. Investigation into up to 12 whistleblower complaints, as identified by the Chair of the Audit Committee.
11. Investigation into up to 7 specific complaints, as identified by the Interim Director of Finance, based on information received from the forensic auditor, internal staff, the Chair of the Audit Committee, and/or members of the community.

12. Reporting – There are two deliverables as part of this engagement. The first is a report reflecting RubinBrown’s findings resulting from the review of materials and related analysis. The second is RubinBrown’s fraud risk assessment and related recommendations derived from it.

PROFESSIONAL SERVICES AGREEMENT (TASK ORDER BASIS)

EXHIBIT B

TASK ORDER

Task Order No. [REDACTED]

Agreement: [INSERT NAME OF AGREEMENT]

Consultant: RubinBrown LLP

The Consultant is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

The work set forth in the Scope of Services as detailed in Exhibit A to this Agreement.

List any attachments:

Dollar Amount of Task Order: Not to exceed \$350,000 **Completion Date:** [REDACTED], 20[REDACTED]

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

Incline Village GID

RubinBrown LLP

Dated: _____

Dated: _____

By: _____

By: _____

PROFESSIONAL SERVICES AGREEMENT (TASK ORDER BASIS)

EXHIBIT C

COMPENSATION

RubinBrown is to be compensated on an hourly basis for the services described in the Agreement above. The hourly rates for the various levels of personnel are as set forth below. RubinBrown will not exceed the amount of fees, including reimbursements, set forth in the Agreement above without the approval of the District's Board.

Partner - \$400-\$600/hr

Manager - \$250-\$400/hr

Staff - \$175-\$250/hr

In addition to the fees set forth above, RubinBrown will be reimbursed the cost of reasonable out of pocket expenses including travel expenses as incurred.

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim General Manager

FROM: Bobby Magee
Interim Director of Finance

SUBJECT: Authorize General Manager to Execute Contract Amendment Increasing the Baker Tilly Contract by \$100,000 for Additional Accounting Resources Required to Support Continued Work on Daily Operational Activities and Special Projects as Previously Prioritized by the Board

DATE: January 31, 2024

I. RECOMMENDATIONS

That the Board of Trustees make a motion to:

1. Direct Staff to Increase the Baker Tilly Contract by \$100,000 for Additional Accounting Resources Required to Support Continued Work on Daily Operational Activities and Special Projects as Previously Prioritized by the Board, Contingent Upon Approval of the Budget Augmentation Request.
2. Authorize the General Manager to Execute the Contract Amendment.

II. DISTRICT STRATEGIC PLAN

This action supports Long Range Principle #3, Finance; *“The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial polices for operating budgets, fund balances, capital improvement and debt management.”*

- *Comply with State and Federal regulations.*
- *Develop and maintain a long term plan to sustain financial resources.*

III. BACKGROUND

Overview

On August 9th (Item F.5) and August 24th (Item C.3) the Department of Finance presented recommendations related to the department’s vacancy and recruitment efforts, current status of annual audits, current status of various financial special

projects, and the day-to-day operational aspects of the organization. As a result of these presentations, the Board directed staff to take a number of actions to address the workload to staffing imbalance. One of those items was to enter into a contract with Baker Tilly for general accounting and finance assistance. To date, the total value of the Baker Tilly contract is \$165,000. Their firm has assisted IVGID with bank reconciliations from July 2022 through December 2023; provided significant assistance with various items required by the independent Auditors; reconciled the capital assets ledger for the previous fiscal year; assisted with the development of the capital improvement plan which will be presented to the Board at a later date; and currently their firm is assisting with the Internal Controls Project.

While many of the projects that were initially discussed at the August 24, 2024 Board meeting have been completed, a significant backlog of daily operational work and special projects continues to need to be addressed. Given the previous Board direction, and with vacancies still occurring in the Finance Department, staff has addressed the shortfall by utilizing multiple individuals as temporary part-time help. The extra help is authorized by Resolution 1898 – Personnel Management, items B & C, which delegates authority to hire to the General Manager. In addition, the contract with Baker Tilly for additional accounting assistance has been invaluable in expediting a significant amount of the daily operational work that was in arrears. As of January 2024, Finance staff has begun to work on the monthly accounting processes dating back to July 2023. With a vacancy still occurring at the Senior Accountant position, the recommended action includes adding an additional \$100,000 to the Baker Tilly contract for continued accounting assistance to address both operational issues and special projects. Some of the anticipated items that Baker Tilly will be working on with these additional funds include current and future bank reconciliations until the Sr. Accountant position has been filled; continued Audit support for the 2023/24 and 2024/25 audits; reconciliations of various revenue and accounts receivable accounts; and other general accounting items to be determined by staff.

VI. FINANCIAL IMPACT AND BUDGET

If approved, the fiscal impact to the budget would include an additional \$100,000 for the Baker Tilly contract. In a separate item on tonight's agenda, this amount has been recommended as part of the budget augmentation request. If the Board approves the budget augmentation request, staff will execute the contract amendment; if the Board does not approve the budget augmentation request the contract amendment would not be executed.

V. ALTERNATIVES

The recommended action is for the Board to add \$100,000 to the Baker Tilly contract for continued additional accounting and general finance assistance. If the

Board were to reject the Baker Tilly contract amendment the work will still be completed but at a much slower pace, putting a timely 2023/24 Audit in accordance with State law in jeopardy.



Baker Tilly US, LLP
 267 E. Campbell Ave., Ste 200
 Campbell, California 95008
 +1 (408) 385-3400
 bakertilly.com

To: Mr. Mike Bandelin, Acting General Manager
 Incline Village General Improvement District

From: Carol Jacobs, Managing Director

Subject: Accounting Assistance - Amendment 2

Date: January 25, 2024

As Interim General Manager of the Incline Village General Improvement District, you signed an agreement with Baker Tilly to provide interim accounting assistance. This was based on the proposal dated July 31, 2023, for hourly assistance not to exceed \$125,000.

On August 24, 2023, Amendment 1 allowed for an additional \$40,000 for immediate accounting assistance with a new not to exceed amount of \$165,000.

On January 25, 2024, it is the District's desire to amend the agreement again to add an additional \$100,000 to the existing contract for a new total of \$265,000. We will continue to bill using the following hourly rates as stated in our original proposal dated July 31, 2023.

If this meets with your approval, please sign below.

Team Member	Hourly Rate
Carol Jacobs	\$295
Chris Bigham	\$175
Noemi Barter	\$225
Andrew Gill	\$225

Accepted by:

Incline Village General Improvement District

Date

MEMORANDUM

TO: Board of Trustees

FROM: Sara Schmitz, Chair

SUBJECT: Review, discuss and identify the board's goals for 2024

DATE: January 1, 2024

In December of 2023, the board received governance training and discussed the provided, and attached, Guide to Decision Making. The first step is to clearly define the problem(s) to be solved followed by generating ideas on possible solutions to the identified problem(s). By using this approach, the board has tools and a framework to help define the problems to be addressed over the year. The clearly defined problems faced by the district, when prioritized, help the board define what it would like to accomplish, in other words the Board's goals for the year. Beginning our new year with goals, the board may more clearly and precisely provide direction for staff and sets the board and staff up for a successful year.

The ideas presented below, for the board's discussion and consideration, have been reviewed with the Interim General Manager and the Interim Director of Finance. The feedback from them both was that they felt this approach would be helpful for staff and bring clarity to the issues the board wants to address this coming year. The "problems" and "potential solutions" are not an exhaustive list, but are for the board to discuss and modify, as they see fit.

The board may choose to:

1. Prioritize based upon the impact each problem has on the broader community and the ease or difficulty to solve the problem.
2. Identify how success would be measured. What would solving the problem look like?

The desired outcome is for the board to agree upon "problems" observed along with potential solutions (steps 1 and 2 of the Decision Making process). The possible solutions will be the roadmap for our year of working together as a board.

OVERALL GUIDE TO DECISION MAKING (from Governance Science Group, Inc.)

Decision Stages:

1. What's the problem to be solved? How many are impacted by this problem and how easy is it to solve?

- a. We have an Interim General Manager. Other senior management positions will be filled by the Interim General Manager/General Manager and the Senior Staff. The board's focus is to fill the role of General Manager since the General Manager is the only employee of the board.
- b. The District's contract with legal counsel expired as of 12/31/2023.
- c. Board packet materials are at times too vague and don't lead to quick decision making.
- d. Lack of community engagement and knowledge of board activities.
- e. The District's annual audits have consistently identified material and substantial weaknesses in our annual audit report. Most frequently have been issues related to internal controls.
- f. Punchcards have been an ongoing challenge for accounting, confusing for our constituents and have an impact on our point-of-sale systems (anticipated to be replaced beginning in 2025).
- g. Tension and concerns between the board, the various golf committees, and the community.
- h. There continues to be a lack of understanding of the board's direction related to maintaining our infrastructure/venues and the pricing policy for services.
- i. Policy and Procedure Number 136 (AKA as the free speech policy) created conflict and complaints from constituents. Emails received by the board included complaints of being an involuntary audience and having a negative impact on the enjoyment of recreation facilities, both violating the policy.
- j. Board priority projects have not been advanced as anticipated. The Incline Beach project and the Skate Park improvements are two examples from 2022.
- k. Contracts and project management to contracts continue to be areas for improvement.
- l. The District is without a current strategic plan.

2. Possible Solutions - Prioritize it – Why now?

- a. Ideas for consideration each *identified problem* include:
 - i. *We have an Interim General Manager.*
 - 1. Develop an employment contract and hire a General Manager.**

- ii. *The District's contract with legal counsel expired as of 12/31/2023.*
 - 1. **It is anticipated the board will approve an extension of the contract, with a mutually agreed upon termination clause. That action, if taken, will allow the board to work with the new General Manager and determine if an RFP is to be solicited.**
- iii. *Board packet materials are at times too vague and don't lead to quick decision making.*
 - 1. **Implement a new format for board memos that answer the decision-making questions to allow the board to make quicker decisions. This stems from the board's training with FlashVote.**
- iv. *Lack of community engagement and knowledge of board activities.*
 - 1. **Conduct quarterly town hall meetings.**
 - 2. **Produce a board synopsis in a timely manner.**
 - 3. **Continue to strive for improved financial transparency. OpenGov, reporting, etc.**
- v. *The District's annual audits have consistently identified material and substantial weaknesses in our annual audit report. Most frequently have been issues related to internal controls.*
 - 1. **The DOF is to complete the necessary staffing to address the long-standing issues related to accurate and timely financial reports, the development and adherence to Internal Controls and management to Standard Operating Procedures.**
 - 2. **The DOF to identify the items in the Moss Adams report (dated August 25, 2022) to be addressed in the 2024-25 fiscal year.**
- vi. *Punchcards have been an ongoing challenge for accounting, confusing for our constituents and have an impact on our point-of-sale systems (anticipated to be replaced beginning in 2025).*
 - 1. **The board and staff work together to find a better solution for the constituents and the District. This will require identifying all of the problems with punchcards and identifying proposed solutions and an implementation plan.**

- vii. *Tension and concerns between the board, the various golf committees, and the community.*
 - 1. **The board and the golf clubs develop and execute MOU's for transparency and clear understanding.**
- viii. *There continues to be a lack of understanding of the board's direction related to maintaining our infrastructure/venues and the pricing policy for services.*
 - 1. **Affirm the board desires the water infrastructure, sewer infrastructure, Community Services venues, our beaches and our parks are being adequately maintained. Maintenance includes both expenses as well as periodic capital improvement projects to extend the life of District assets.**
 - 2. **During the budgeting process, for staff to present to the Board the current state of District-wide maintenance, deferred maintenance, and ongoing maintenance needs.**
 - 3. **During the budgeting process, for staff to clarify in the pricing policy and pricing pyramid how rates for programs, services, charges for services are determined.**
 - 4. **Set rates for water and sewer that ensure fund balance is on a trajectory to comply with Board Policy.**
- ix. *Policy and Procedure Number 136 (AKA as the free speech policy) created conflict and complaints from constituents. Emails received by the board included complaints of being an involuntary audience and having a negative impact on the enjoyment of recreation facilities, both violating the policy.*
 - 1. **Update Policy and Procedure Number 136 to specifically identify areas at each venue for free speech.**
- x. *Board priority projects have not been advanced as anticipated. The Incline Beach project and the Skate Park improvements are two examples from 2022.*
 - 1. **The District Project Manager provides quarterly updates on the status of all projects to ensure the board is informed of the progress of prioritized, budgeted projects.**
 - 2. **Select design with cost estimates for the Incline Beach house that include improved ingress and**

egress for cars and pedestrians. Construction to be completed in 2025.

- 3. Complete the Skate Park improvements in compliance with the \$250,000 ARPA Grant from Washoe County.**
- 4. Complete a comprehensive 5-year Capital Improvement plan with a planned deliverable schedule and high-level cost estimates for each project to be completed in the 5 years. Ideas for inclusion on the plan include, but are not limited to the following:**

- a. The effluent pipeline project is on schedule.
- b. Complete the installation of the effluent storage tank.
- c. Priorities identified in the FlashVote survey include improvements at Snowflake Lodge and expansion of the Recreation Center. These two were significantly the highest of importance to our community.
- d. Plan for implementation of a new Point-of-Sale system (this is a staff priority).
- e. Others?
- f.

- xi.* Contracts and project management to contracts continue to be areas for improvement.

- 1. The Interim General Manager/General Manager and senior staff to set expectations and accountability.**
- 2. The Interim General Manager/General Manager set expectations and accountability to ensure all contracts and MOU's are up to date and in compliance for periodic board review (on the long range calendar to comply with the contract/MOU).**

- xii.* The District is without a current strategic plan.

- 1. Based upon the Moss Adams report (dated August 25, 2022), for the board to determine how best to move this effort forward. It may include hiring a consultant to facilitate the process and draft a plan for possible board approval.**

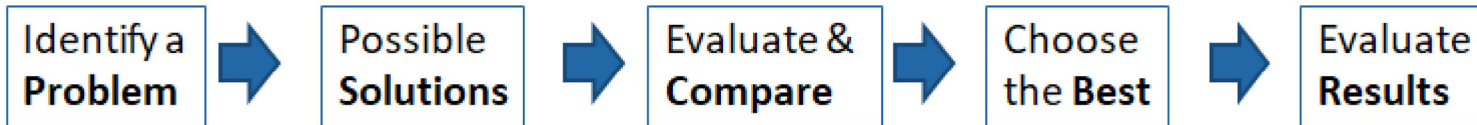
- 3. Evaluate and Compare - What are the possible solutions? Generate ideas and evaluate solutions. What are the benefits of each possible solution? What are the trade-offs of the potential solutions? How do people value the trade-offs?**

- a. What are the board's 2024 priorities? What in the list above are selected and/or what others are to be added?

The following steps of the decision-making process, per our board training, will be addressed as we move initiatives forward. This agenda item is to discuss and agree upon 2024 goals.

4. Choose the BEST – Which solution is best for the public? Agree upon a common goal. What is the expected outcome? When will it be achieved? What resources are needed? Resources such as time and money are limited. What are the trade-offs of the solution's resources? Do other activities need to have resources reduced to provide this solution?
5. Evaluate the Results – Did the solution solve the problems identified? What were the surprises? Do changes need to be made? What are the impacts to resources to resolve? File an after adoption (project closure) report. Efficient - Did we do it right? Equitable - Did we do right by everyone in our District? Effective – Did we do the right thing?

Overall Guide to Decision Making



- What is the public problem or opportunity?
- How big is the problem?
- How important is it to everyone?
- Is it a public or private problem?
- What would success look like?
- Be very specific!!!

- What is the root cause of the problem?
- Why is it happening now?
- What could make the root cause away?
- What new problems might be created by a solution?

- What are possible options?
- What are the different benefits?
- What are the different costs?
- How likely is each one to work?
- How do people value the tradeoffs?

- Which one scores best for the public?
- What is the specific instruction to follow?
- What is the expected outcome?
- When will it be achieved?

- Did it work as expected?
- Where there any surprises?
- Do any changes need to be made?
- File an After Action report

Three SOPs and Nine Questions

New Ideas	Approval	Oversight
1) What's the problem?	1) Public purpose?	1) Efficient?
2) Why now?	2) Public resources?	2) Effective?
3) Why this?	3) Public activity?	3) Equitable?

MEMORANDUM

TO: Board of Trustees

FROM: Trustee Matthew Dent

SUBJECT: Review, discuss and possibly approve the agreement for FlashVote Services in the not to exceed amount of \$7,900.00 (Requesting Trustee: Trustee Matthew Dent)

DATE: January 25, 2024

I. RECOMMENDATION

It is recommended the Board of Trustees move to approve the FlashVote Services agreement in the not to exceed amount of \$7,900.

II. BACKGROUND

FlashVote Services have been beneficial to the Board of Trustees during this calendar year. They have conducted multiple board training sessions and circulated multiple surveys to inform the board of the community's interests.

III. FINANCIAL IMPACT AND BUDGET

There is a \$7,900 cost for this service; from General Fund or Trustee line item.

IV. ALTERNATIVES

Do nothing or modify the scope of the FlashVote contract.



PROPOSAL TO IVGID - NV

[FlashVote](#) is the scientific way to survey and engage communities. Get statistically valid public input in 48 hours. Solve important problems and serve your whole community better all year, with data-driven decisions. Enclosed please find our proposal to work with you.

*“Our City Council is addicted to FlashVote”
– City Staff in Oklahoma*

FlashVote is a unique and essential data tool. Nothing else offers you these 5 key things

- Professionally Drafted – Custom questions for the exact data you need
- Statistically valid – True decision-quality community input
- Fast Results – Just 48 hours from survey launch to reporting
- Fully Inclusive – Participation by email, text, and phone call plus multilingual
- Highly Affordable – Easily pays for itself with your first survey

SHORT, AUTOMATED, SCIENTIFIC COMMUNITY SURVEYS

FlashVote has modernized scientific community surveys to make them short, fun, and inclusive for residents – and super useful and affordable for governments. Even your busiest residents have one minute a month to help you by taking FlashVote surveys.

DO MORE WITH LESS AND PREVENT MISTAKES

We help you deliver more value with less money. We’ve helped customers increase revenues by building public trust. Most importantly, we help our customers cut through the noise and see when traditional unscientific public input is steering them towards big mistakes.

“Fast, simple, reliable surveys we can trust”

SERVE THE MANY, NOT JUST THE NOISY

Just imagine. No more guessing or hoping. No more issues hijacked in public meetings. No more governing based on social media posts. No more distorted data from 'free' online surveys or online engagement. Now you can hear the true voice of your community, especially when you need to overcome the influence of the noisy and unrepresentative few.

SOME COMMON PROBLEMS WE HELP SOLVE

- ARPA
- Housing
- Service Satisfaction
- Finances
- Economic Development
- Transportation
- Land Use
- Plan Updates
- Other Important/Contentious Issues: <https://www.flashvote.com/mini-case-studies>

WE EVEN DO ALL THE WORK

You know what you want to know. We handle everything else. From drafting to launching to reporting, we're a service, not just software. There has never been an easier or better way to get the right data, right when you need it.

TRUSTED BY THE BEST LOCAL GOVERNMENTS

We work with the best communicators, managers and elected officials at leading, award winning local governments across the country, including:

- Town of Oro Valley, Arizona
- City of Roseville, California

- Placer County, California
- Town of Sudbury, Massachusetts
- City of Plymouth, Minnesota
- City of Ferguson, Missouri
- Town of Chapel Hill, North Carolina
- City of Arlington, Texas
- City of Syracuse City, Utah
- And many more, in 25+ states so far!

In 2020 FlashVote was named one of the Top 10 “*best companies working with local governments*” by ELGL: <https://elgl.org/9-flashvote/>

The more you know about data, the more you’ll appreciate FlashVote:
<https://www.flashvote.com/government#data-quality>

“Really worth it, so simple too.”

PROPOSAL DETAILS

Our proposal includes the following items:

- FlashVote Services Order Form
- Statement of Work
- Terms & Conditions

Please don’t hesitate to contact us with questions. References and sole-source justification letters are available upon request. We look forward to working with you!

Sincerely,

Kevin Lyons

CEO & Co-Founder



EXHIBIT A: STATEMENT OF WORK

FLASHVOTE SERVICE	PRICE	PRODUCT DESCRIPTION
CUSTOMER SETUP	INCLUDED	<u>User Provisioning & Basic Customer Setup</u> Review setup and invitation processes and customer provisioning in FlashVote system with geographical areas. Custom web link and co-branded signup page.
IMPLEMENTATION SERVICES	(\$3,000 WAIVED)	<u>Build Scientific Panel</u> Review overall invitation and promotion strategy given existing communication channels. Work with customer to develop the most cost-effective outreach strategy. Provide recommended messaging samples and examples of online and offline invitation materials. Review drafts and recommend edits to cobranded customer promotion materials (Examples – emails, mailer inserts, social media channels). Create customized promotion video. Send invitations and reminders to customer email lists if desired. Review initial and ongoing panel results and analyze possible invitation retargeting.
FLASHVOTE SURVEYS	\$7,900 per year	<u>Create and Launch Surveys</u> Review data and decision support needs of customer. Expert survey design and quality control of all questions. Create up to 6 custom community surveys for unique customer data needs each year. Emails, text messages and phone calls to collect data in 48 hours.
FLASHVOTE REPORTING	INCLUDED	<u>Calculate and Report Results</u> Results calculation and integrity checking. Results summary sharing by email. Interactive results dashboard with participation data and selectable demographic filters. Custom geographic overlays for filtering results by location.
FLASHVOTE SUPPORT	INCLUDED	All technical and user support issues handled by FlashVote.
EQUITABLE PANEL BALANCING (EPB)	INCLUDED	Initial demographic analysis of community. Analysis of panel demographics as invitations are accepted. Initial and annual demographic comparisons and supplemental invitations using local SMS numbers to increase numbers and improve balance.
MULTILINGUAL – SPANISH ETC (OPTIONAL)	OPTIONAL \$3,000/yr each	Professionally translated end-to-end Spanish (and/or Other Languages) experience for signup, emails, surveys and results.
GRAND TOTAL	\$7,900/yr + Any Options	

EXHIBIT B: SUPPORT TERMS

Company will provide Technical Support to Customer and Customer's users via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm Pacific time, with the exclusion of Federal Holidays ("**Support Hours**").

Customer may initiate a helpdesk ticket during Support Hours by calling 775-235-2240 or any time by emailing support@flashvote.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, phones, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible

for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data") such as non-public citizen email addresses or other non-public citizen data. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled

service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR

OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Nevada without regard to its conflict of laws provision.