
NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on August 9, 2023 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone (the telephone number is (877) 853-5247 and 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.*
- D. APPROVAL OF AGENDA (for possible action)
The Board of Trustees may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block -OR- The Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.
- E. CONSENT CALENDAR (for possible action)
1. **SUBJECT:** Approve Meeting Minutes of July 12, 2023 – *pages 5 - 160*
 2. **SUBJECT:** Review, discuss, and possibly approve a legal service agreement with Silver State Law, LLC in an amount not to exceed \$72,000 for special counsel construction related services (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 161 - 162, 162a-162e*
Recommendation for Action: The Board of Trustees review, discuss, and possibly approve a legal service agreement with Silver State Law, LLC in an amount not to exceed \$72,000 for special counsel construction related services.
 3. **SUBJECT:** Review, discuss and possibly approve Trustee Schmitz and staff to prepare and solicit an RFP for the Point of Sale System Assessment (Requesting Trustee: Trustee Sara Schmitz) – *pages 163 -170*
Recommendation for Action: The Board makes a motion to authorize Trustee Schmitz and staff to prepare and solicit an RFP for the Point of Sale System Assessment.
- F. GENERAL BUSINESS (for possible action)
1. **SUBJECT:** Review, discuss and possibly appoint members of the community to the Board Advisory Committee on Golf (Requesting Trustee: Chairman Matthew Dent) – *pages 171 - 204, 201a* Applicants are Armand Jay Simon Jr., Steven Ross, Robert Watson, Elyse Gut (unable to attend the 8/9 meeting), Greg J. Flanders (unable to attend the 8/9 meeting), John E. Johnson, Polly Wolfe (unable to attend the 8/9 meeting), Katherine C. Holland, Robert A. Riccitelli

Incline Village General Improvement District

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

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

www.yourtahoeplace.com

NOTICE OF MEETING

Agenda for the Board Meeting of August 9, 2023 - Page 2

2. **SUBJECT:** Review, discuss and possibly appoint members of the community to the Board Advisory Committee on Capital Investment (Requesting Trustee: Chairman Matthew Dent) – *pages 205 - 230*

Applicants are Bill Feast, William (Bill) Kahrs, Linda K. Kahrs, Clifford F. Dobler, James Novack, Michael T. Lefrancois, P.E., Sarah Hussong Johnson, P.E., Chris Heuer

3. **SUBJECT:** Review, discuss and possibly approve the rules of engagement and charter of the Board Advisory Committees for Golf and Capital/Investment (Requesting Staff Members: Interim General Manager Mike Bandelin and Director of Administrative Services Susan Herron) – *pages 231 - 237*

Recommendation for Action: That the Board of Trustees go over the Decision Points documents and provide input on all matters included on that document so that Staff can proceed with setting up the Board Appointed Advisory Committees.

4. **SUBJECT:** Review, Discuss and Possibly Approve an Increase to GMP 1 for Phase 1 and GMP 2 for Phase 2 of the Base Lodge Walk-In Cooler and Food Prep (Kitchen) Reconfiguration CIP #3453BD1806 (Requesting Staff Members: Project Manager Bree Waters and Principal Engineer Hudson Klein) – *pages 238 - 244*

Recommendation for Action: The Board of Trustees Makes a Motion to:

1. Approve an increase to GMP 1 for Phase 1 of the Base Lodge Walk-In Cooler and Food Prep (Kitchen) Reconfiguration CIP #3453BD1806 in the amount of \$42,622, from \$516,390 to \$559,012.
2. Approve Phase 2 of the Base Lodge Walk-In Cooler and Food Prep (Kitchen) Reconfiguration CIP #3453BD1806 with a final GMP 2 of \$255,876.

5. **SUBJECT:** Review, discuss and possibly authorize the Acting General Manager to Enter Into a Contract With Baker Tilly In An Amount Not To Exceed \$125,000 for Accounting and Audit Support Services; **and** review, discuss and possibly approve the Finance Department Staffing Augmentation Plan in the amount of \$483,397. **and** review, discuss and possibly approve an Appropriations Increase in the Total Amount of \$608,397 to Support the Staffing Augmentation Plan and the Baker Tilly Contract for Fiscal Year 2023-24, to be funded by the General Fund (Requesting Staff Member: Interim Director of Finance Bobby Magee) – *pages 245 - 253*

Recommendation for Action: That the Board of Trustees makes a motion to authorize the Acting General Manager to Enter Into a Contract With Baker Tilly In An Amount Not To Exceed \$125,000 for Accounting and Audit Support Services; **and** approve the Finance Department Staffing Augmentation Plan in the amount of \$483,397. **and** approve an Appropriations Increase in the Total Amount of \$608,397 to Support the Staffing Augmentation Plan and the Baker Tilly Contract for Fiscal Year 2023-24, to be funded by the General Fund.

6. **SUBJECT:** Review, discuss, and provide feedback regarding the updated Board of Trustees Frequently Asked Questions to be shared with the community and on the District website (Requesting Trustee: Chairman Matthew Dent) – *pages 254 - 259*

Recommendation for Action: That the Board of Trustees makes a motion to approve the updated Board of Trustees Frequently Asked Questions (FAQs), as presented, to be shared with the community and on the District website.

NOTICE OF MEETING

Agenda for the Board Meeting of August 9, 2023 - Page 3

7. **SUBJECT:** Review, discuss and possibly prioritize and provide direction to staff for the incomplete goals identified by the prior Board of Trustees and budgeted initiatives from the 2021-23 Strategic Plan (Requesting Trustee: Trustee Sara Schmitz) – *pages 260 - 292*

Recommendation for Action: Review, discuss and possibly prioritize and provide direction to staff for the incomplete goals identified by the prior Board of Trustees and budgeted initiatives from the 2021-23 Strategic Plan

- G. PUBLIC HEARING (for possible action) Reference: Nevada Revised Statutes 288.153 – *pages 293 - 366*

1. Public Hearing (for possible action) Reference: Nevada Revised Statutes 288.153

Public Comments will be taken on this item. The Board Chairman will set the time limit for these comments at the meeting. It is anticipated that will be 3 minutes.

Review, discuss, and possibly approve the proposed one year extension of the Operating Engineers Local Union No. 3, three (3) bargaining units through and including June 30, 2024 (Requesting Staff Member: Interim District General Manager Mike Bandelin)

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

1. Treasurer's Report - Payment of Bills (For District Payments Exceeding \$50,000 or any Item of Capital Expenditure, in the Aggregate in any one Transaction, a Summary of Payments Made Shall be Presented to the Board at a Public Meeting for Review. The Board Hereby Authorizes Payment of any and all Obligations Aggregating Less than \$50,000 Provided They are Budgeted and the Expenditure is Approved According to District Signing Authority Policy) - Requesting Trustee: Treasurer Ray Tulloch – *page 367*
2. General Manager's Report for August 9, 2023 – *pages 368 - 376*

- I. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)

- J. LONG RANGE CALENDAR

1. Long Range Calendar – *pages 377 - 381*

- K. BOARD OF TRUSTEES UPDATE

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

- M. ADJOURNMENT (for possible action)

NOTICE OF MEETING

Agenda for the Board Meeting of August 9, 2023 - Page 4

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, August 4, 2023, a copy of this agenda (IVGID Board of Trustees Session of August 9, 2023) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

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

/s/ Susan A. Herron

Susan A. Herron

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

Board of Trustees: *Matthew Dent - Chairman, Sara Schmitz, Michaela Tonking, Raymond Tulloch and David Noble*

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

1 INCLINE VILLAGE
2 GENERAL IMPROVEMENT DISTRICT
3 BOARD OF TRUSTEES

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8 TRANSCRIPT OF HEARING
9 PUBLIC MEETING
10 Live and Via Zoom

11

12 Held at 893 Southwood Boulevard
13 Incline Village, Nevada

14

15 Wednesday, July 12, 2023

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24 Reported by: Brandi Ann Vianney Smith

25 Job Number: 999220

1 INCLINE VILLAGE
2 GENERAL IMPROVEMENT DISTRICT
3 BOARD OF TRUSTEES

8 TRANSCRIPT OF HEARING
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12 Held at 893 Southwood Boulevard
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15 Wednesday, July 12, 2023

24 Reported by: Brandi Ann Vianney Smith
25 Job Number: 999220

1 APPEARANCES

3 **BOARD MEMBERS PRESENT**
4 MATTHEW DENT, CHAIR
5 SARA SCHMITZ, VICE CHAIR
6 DAVE NOBLE, SECRETARY
7 RAY TULLOCH, TREASURER

9 **ALSO PRESENT**
10 JOSH NELSON, LEGAL COUNSEL

12 -o0o-

1		
2	INDEX	
3		PAGE
4	A. PLEDGE OF ALLEGIANCE	4
5	B. ROLL CALL OF TRUSTEES	4
6	C. INITIAL PUBLIC COMMENTS	5
7	D. APPROVAL OF AGENDA	26
8	E. REPORTS TO THE BOARD	26
9	E 1	26
	E 2	28
10	F. CONSENT CALENDAR	36
11	G. GENERAL BUSINESS	37
12	G 1	37
	G 2	41
	G 3	63
13	G 4	122
	G 5	142
14	G 6	161
15	H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS	176
16	I. LONG RANGE CALENDAR	176
17	J. BOARD OF TRUSTEES UPDATE	182
18	K. FINAL PUBLIC COMMENTS	183
19	L. ADJOURNMENT	192
20		-o0o-
21		
22		
23		
24		
25		

1 INCLINE VILLAGE, NEVADA - July 12, 2023 - 6:00 P.M.

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5 CHAIR DENT: All right. I'd like to call
6 the regular meeting of Incline Village General
7 Improvement District to order. It is 6:00 P.M.,
8 July 12, 2023. We're being held at the boardroom at
9 893 Southwood Boulevard, Incline Village, Nevada,
10 and via zoom.

11 The first item on the list is the Pledge
12 of Allegiance.

13 A. PLEDGE OF ALLEGIANCE

14 (Pledge of Allegiance.)

15 CHAIR DENT: Item B, roll call of
16 trustees.

17 B. ROLL CALL OF TRUSTEES

18 CHAIR DENT: Trustee Schmitz?

19 TRUSTEE SCHMITZ: Here.

20 CHAIR DENT: Trustee Noble?

21 TRUSTEE NOBLE: Here.

22 CHAIR DENT: Trustee Tulloch?

23 TRUSTEE TULLOCH: Present.

24 CHAIR DENT: And Trustee Tonking let us
25 know she would not be attending tonight's meeting.

5

1 I am Trustee Dent. Four out of the five trustees
2 are present.
3 That closes out item B. Moving on to item
4 C, initial public comment.
5 C. INITIAL PUBLIC COMMENTS
6 CHAIR DENT: I'll just remind everybody to
7 try and keep your public comments to us as the Board
8 and/or the District, and not necessarily to
9 individuals.
10 MS. WOLF: Holly Wolf, 515 Eagle Drive.
11 It is such a shame to see this Board in
12 such disarray. Having board meetings on a Friday
13 night to fire the GM, having board meetings on a
14 Thursdays night of 4th of July week to rescind a
15 golf policy that never should have been used, and
16 now a new fact sheet has been put out. Is it on the
17 agenda, is it off the agenda? No one knows.
18 Whoever wrote that fact sheet should get
19 an A in fiction. No question is ever answered and
20 everything is just glossed over.
21 So, Matthew, if you have not violated any
22 ethics matter, what exactly are you abstaining from?
23 Budget, money, policy? And the fact sheet says, I
24 quote, "In the future, Trustee Dent will abstain
25 from voting when there's a conflict of interest like

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1 in the past." What does that mean? Sounds like
2 back to the future to me.
3 And if you're abstaining from something,
4 everything, or nothing, why isn't Ray Tulloch
5 abstaining from all things related to ski? He's
6 paid by Mt. Rose, that's where his allegiance is.
7 So he gets to raise my pass 300 hundred percent and
8 never ski a run on Diamond Peak?
9 And, Sara, I'm sorry. No matter how you
10 spin the words, you voted no on the Duffield money.
11 Only you. Why can't you own this? Why do you deny,
12 change the words, claim, I didn't do it? You voted
13 no.
14 And you all have changed the model of the
15 town. The second you took away that rec fee and
16 made each venue support itself by raising prices
17 instead of using rec fee money and sharing the
18 profits, the town model changed, and the punch cards
19 are virtually worthless. Fees getting into the
20 beaches are so high, a pass might last three whole
21 visits.
22 This whole firestorm started when you,
23 Sara, voted no.
24 And, Matthew, you still have no backbone
25 to do what's right.

7

1 Hopefully soon both of you will be gone
2 and new leadership in.
3 Now, Sara, I'm off to a golf event, you
4 know, the sport you've never tried but know
5 everything about. If you need to come stand in the
6 doorway and watch us eat, like you did on June 12th,
7 dinner is at 7:00.
8 MR. KLEIN: Good evening. John Klein, 321
9 Woodridge Way.
10 I'm the head coach for the boy's and
11 girl's tennis team at Incline High School.
12 Additionally, I captain or cocaptain the USTA adult
13 teams of the tennis center. I believe this tennis
14 center is a valuable community asset.
15 I'm responding to a remark made by a
16 member of the community at the June 28th meeting,
17 who questioned the need for capital improvements for
18 the tennis courts in the proposed budget in the five
19 year CIP. He said, and I quote, "My inspection on
20 Monday indicates the courts are in good shape."
21 While I acknowledge the gentleman's
22 expertise on budgets and respect and appreciate his
23 many hours of service to IVGID, I do not believe his
24 cursory examination of the courts is a substitute
25 for the professional inspections and subsequent

8

1 report commissioned by IVGID. Before I discuss that
2 report, however, I'd like to note, on January 24th,
3 Bill Feast emailed this board, noting there's
4 unanimous alignment between the tennis-playing
5 community, IVGID management, and the tennis center
6 team that the tennis court conditions are dire, and
7 not only negatively impacting play quality, but in
8 many cases are unsafe and hazardous. The last thing
9 we need is a lawsuit because someone gets injured on
10 these courts. We further noted the situation did
11 not occur overnight, nor will it be remedied
12 overnight. But it was, is imperative that
13 short-term and long-term solutions be planned for in
14 this financial budget planning period.
15 Now back to the report I mentioned, I
16 refer the Board to Incline Village Tennis Center
17 Facility Assessment and Master Plan, performed by
18 Lloyd Civil and Sports Engineering of Scottsdale,
19 Arizona, submitted August, 2016. I emailed each of
20 you a copy of this report.
21 I'd like to highlight specific language
22 directly from the report. Quote, page 7, number 3:
23 "Establish an asset management
24 plan to strategically manage the
25 funding of future projects in

9

1 the continued replacement and
 2 maintenance of existing
 3 facilities."
 4 This was never done. An asset management
 5 plan was not established.
 6 Quote, section D, page 24:
 7 "As the facility continues to
 8 age, it's imperative that
 9 further brick and mortar
 10 investments be made. Courts 1
 11 through 7 are now over 35 years
 12 old, and even though the
 13 District has done an exemplary
 14 job in maintaining and extending
 15 their service life, the reality
 16 is that tennis court pavement
 17 systems are typically designed
 18 for a 30- to 40-year service
 19 life. The drainage systems,
 20 pavement, coatings, and
 21 structural aggregate base will
 22 need reconstruction in the very
 23 foreseeable future, five to
 24 seven years."
 25 Five to seven years. It's now almost

10

1 eight years since that report, and the courts, while
 2 they may look good in a naked eye, are in poor
 3 structural shape. To use a simple analogy, our
 4 courts look like a beautiful house with a shiny, new
 5 paint job. But what you can't see is that it's
 6 infested with termites and is about to fall apart.
 7 The courts in question are approaching
 8 50 years old. They've had a good run, but it's
 9 time, past time, in fact, to protect this asset.
 10 Thank you for your time and serious
 11 consideration.
 12 MR. FEAST: Good evening, everybody.
 13 My name is Bill Feast, and my family and I
 14 have been owners and residents of Incline Village
 15 for 15 years. We've been consistent, frequent
 16 members of the tennis and pickleball playing
 17 community ever since. My wife and I both play
 18 social and USTA league tennis, and our now adult
 19 daughter participated in kids' programs, later
 20 becoming an IVGID employee who taught children
 21 tennis at the center.
 22 I spoke before the Board initially on
 23 July 27th, 2022, and subsequently submitted a
 24 written update to the Board members for the
 25 January 25th, 2023 meeting, as I could not attend.

11

1 My comments were submitted in writing and should be
 2 readily available for your review.
 3 Members of the tennis-playing community,
 4 including myself and John, began meeting with Sheila
 5 and the tennis center team in summer of 2022, to
 6 represent the concerns and views of our fellow
 7 players and work together to find realistic
 8 solutions, near and long term. It is an
 9 understatement to say that the court conditions were
 10 the number one concern.
 11 John has well represented the specific
 12 relevant language from the 2016 Lloyd report, you
 13 can see I've been through it pretty thoroughly. I
 14 urge you to read it for yourself in your due
 15 diligence as you finalize the budget process. It is
 16 hard to escape the conclusion that, while some
 17 recommendations, such as expansion of pickleball and
 18 the renovation of the office and restroom facility
 19 were completed, the most fundamental court repair
 20 and reconstruction was not. Band-aids will no longer
 21 suffice.
 22 I urge the Board to provide the funding
 23 for reconstruction to begin as per IVGID's
 24 management's proposal. Given the conversion of
 25 courts 8 through 11 to pickleball, it is imperative

12

1 for the remaining seven courts to be professionally
 2 maintained and preserved now and for years to come.
 3 I am heartened to see on tonight's agenda
 4 that the Board will be discussing the possibility of
 5 various advisory committees, one of which is tennis
 6 and pickleball, as part of Trustee Tonking's
 7 request. User-based input and perspective are
 8 essential to ensuring alignment on priorities,
 9 especially those focused on increasing usage,
 10 revenue driving, and ultimately the user experience.
 11 Thanks to Michaela for previous engagement
 12 with the tennis center, and we would look forward to
 13 that continuing.
 14 Our recreational assets are an integral
 15 part of our community and what makes Incline Village
 16 what it is. I'm in favor, as are a lot of fellow
 17 owners I know, of the proper, timely, and
 18 well-planned maintenance and enhancements of those
 19 assets.
 20 Before closing, I would like to thank
 21 Sheila, Silvon (phonetic), and Basha (phonetic) for
 22 their work and collaboration on all tennis center
 23 matters. The tennis-playing community looks forward
 24 to a great Incline Village open later this month to
 25 build on last year's successful reboot of that

13

1 annual event.

2 In addition, we will start USTA league

3 play soon, with as many as five or six teams

4 representing Incline late this summer and fall.

5 Less well known today is that tennis has

6 grown by double digits nationally, and we know this

7 locally as well.

8 (Expiration of three minutes.)

9 MR. SMITH: My name is Paul Smith, and I

10 live at 1437 Tirol, here in Incline.

11 My purpose tonight is to address agenda

12 item G 4, referencing the general manager search

13 committee. I just returned from five weeks of

14 traveling, mostly in Europe and Asia, and clearly

15 missed quite a few developments in Incline. For

16 that reason, I'm speaking tonight because, like the

17 first speaker, I heard many speakers that presented

18 one side only.

19 First, I'm pleased to note that the

20 current board majority is properly focusing on key

21 matters related to the operation and sustainability

22 of IVGID. For example, the effluent pipeline,

23 financial records and reports to the State,

24 operations at the resident-owned beaches, now

25 vacancy filling. Thank you.

14

1 Please continue to avoid being distracted

2 by shiny objects like the Parasol Building and the

3 false \$25 million for a gym. Also, as difficult as

4 it may be personally, please continue your good work

5 despite the recall effort. It is sad that a vocal

6 group wants to remove the choice voters made as part

7 of a legal process. I urge all Incline residents to

8 not sign any recall petitions and/or vote no on any

9 actual recall.

10 So, continue doing your duty to oversee

11 the operation of IVGID. I appreciate you digging in

12 and addressing long-festering issues, especially

13 related to beach access and the financial reporting

14 and need to complete the effluent pipeline.

15 Second, the selection of a chief financial

16 officer and a general manager are critical to the

17 current and future operational success of IVGID. A

18 good, solid pick for each position will set our

19 improvement district on track for many years of

20 focused progress and betterment. These are critical

21 decisions that must be in a timely manner. Please

22 be personally involved in the search and vetting of

23 the candidates, and make certain that the final

24 decisions are made by matching the operational needs

25 of IVGID with the skills and documented experience

15

1 of the candidates. Incline Village needs nice

2 people, but we also need key managers who have

3 relevant and documented experience and understand

4 how to work with an elected board that is overseen

5 by a public in a rather regular manner.

6 In the context of the selection process,

7 please do not use the IVGID HR director to manage

8 this search. Instead, appoint a trustee to lead and

9 form a search committee and give the committee a

10 budget. Please also seek resident input and

11 oversight at each level, e.g., recruitment level,

12 then the paring down or initial cut level, and then

13 the final selection level. I suggest that you

14 appoint a different resident for each level of the

15 process instead of leaving one resident for the

16 entire process.

17 Finally, thank you to each trustee for all

18 that you personally do for our community. However,

19 I offer special thanks to the majority three who

20 have truly put the community first.

21 Thank you.

22 MR. SCHULTZ: Joe Schultz, Putter Court.

23 I'd like to congratulate this current

24 board for their willingness to make the hard

25 decisions for the benefit of the community. It

16

1 would be so much easier, of course, to bow to the

2 critics.

3 I just want to go over a few facts versus

4 feelings. Anyone speaking against the restrictions

5 of the beaches have no understanding that the

6 beaches could be taken away from parcel owners for

7 our exclusive use and turned over to the public use

8 of Washoe County. How would that affect our home

9 values? How would that affect the nature of our

10 quiet communities should that happen?

11 Further facts versus feelings. Former GM

12 was not forced to resign; he chose to resign.

13 Otherwise, he would have been forced to a public

14 review, which may have included inadequacies of his

15 performance as general manager. It was his

16 decision. Those are the facts, not the feelings.

17 Finally, I'm very disappointed to see

18 former trustees and members of public become attack

19 critics to the current board and individuals on the

20 current board by twisting seeming facts to bolster

21 their inadequate egos. I encourage you to keep up

22 what you're doing.

23 Thank you for all of us.

24 MS. SHACKFORD: Kay Shackford, Donna

25 Drive.

17

1 At the Board meetings on June 23rd and
 2 July 6th, Frank Wright attacked me three times in
 3 his public comments for "stealing from the District
 4 with her phony, let's-make-you-smile seminars." He
 5 said rather ungrammatically that "She doesn't want
 6 us to save that money, she wants to keep spending it
 7 on herself through her company that she has."
 8 Because his words are now part of the
 9 Board record, and those who don't know him may
 10 assume there may be some truth in what he's saying,
 11 I thought it best to introduce some data. Attached
 12 to this public comment is my record of IVGID folks
 13 who attended our negotiating solutions workshop from
 14 1996 to 2022, the tuition that was paid for for
 15 their attendance, and the tuition-free scholarships
 16 we extended to them. Graduates included general
 17 manager, director of utilities, maintenance manager,
 18 marketing manager, two directors of parks and
 19 recreation, two directors of golf, three engineering
 20 managers, mountain operations manager, two HR
 21 managers. In total, 21 participants over 26 years.
 22 Fourteen tuition-free scholarships. Total tuition
 23 paid \$16,100 for an average cost for tuition of
 24 \$767. There was also a facility fee that went to
 25 Granlibakken, not to us.

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1 And what did they get? Participation in a
 2 week-long, immersive, intense, executive-level
 3 workshop in business-to-business negotiation.
 4 Learning from and with high-level participants from
 5 aviation and semiconductor industries: Airbus,
 6 American Airlines, Boeing, Delta, Air Canada, Pratt
 7 and Whitney, Horizon Airway, Lam Research, and
 8 others.
 9 Learning how to build the working
 10 relationships that deal with well with differences
 11 and how to create value together to find those
 12 things better for you, not worse for me, better for
 13 us, not worse for you. Lee Weber-Koch alone can
 14 point to hundreds of thousands of dollars she saved
 15 IVGID based on what she learned. Each graduate can
 16 point to increased effectiveness inside IVGID, and
 17 externally with residents, suppliers, regulators,
 18 and politicians.
 19 My husband, Joe, and I started running
 20 this workshop of my design in 1988. We have over
 21 4,000 graduates, each pays a lot more than 767 to
 22 attend. Do I need IVGID's money? Give me break.
 23 But we gave those scholarships because we believe in
 24 adding value.
 25 What do you believe in, Frank? The next

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1 time you attack an 81-year-old widow in your public
 2 comments, or for that matter, attack her at the
 3 recall petition table at Raley's, at least get the
 4 name right. That's negotiating solutions.com, Frank.
 5 Thank you.
 6 MR. HOLMAN: Mick Holman, Incline
 7 resident.
 8 I've got a couple of comments. First, a
 9 proposal to create the advisory committees. I
 10 believe the divine goal for the golf committee is
 11 too narrow and potentially divisive. The stated
 12 goal is to formulate a five-year, sustainable plan
 13 that provides fairness and equity to all recreation
 14 pass holders, and protects the future of our
 15 district golf courses and driving range.
 16 In light of recent public comments, the
 17 first part of the goal, providing fairness and
 18 equity to all pass holders, could be construed as an
 19 attempt to reduce access for the clubs that utilize
 20 the course. At a 70 to 75 percent occupancy rate,
 21 this is both unwarranted and fiscally irresponsible.
 22 It's also unclear what protecting the future of the
 23 golf course and driving range means.
 24 For the committee to drive value for the
 25 District, I suggest broadening the scope. It should

20

1 be to assist the staff and Board in optimizing all
 2 aspects of golf operations, including revenue growth
 3 and cost-efficiency opportunities and expanded
 4 community participation. It should be focused on
 5 both near-term and the five-year horizon, and that
 6 combination will drive a more sustainable model.
 7 Second, I'd caution the Board on any
 8 actions related to topic G 2, frequently asked
 9 questions. While the concept is good, it should be
 10 focused on IVGID's policies and operations. Most of
 11 the topics included in the meeting materials can
 12 easily be viewed as political in nature and most of
 13 the topics have nothing to do IVGID policy and
 14 practices. In fact, most relate to concerns
 15 community members have raised about individual
 16 trustees. For example, questions 4 and 5 deal with
 17 the Board's intent on privatizing venues or changing
 18 the model. The question itself deals with the
 19 Board's intentions, not plans -- excuse me --
 20 intentions and plans, not past actions.
 21 Further, I believe residents are
 22 commenting on individual trustees and their views
 23 and actions, not the Board as a whole.
 24 Questions 7 and 8, dealing with the impact
 25 of reducing rec fees and punch card values and the

21

1 negative impact on home values and rights, there is
2 no factual answer for this. Combined with the
3 capital and punch card availability, I can easily
4 see how residents believe their beach rights have
5 declined and their home ownership may be worth less
6 as a result.

7 On question 10, the Board very clearly did
8 push for and approve the more punitive cancellation
9 policy that they just rescinded.

10 On question 2, related to Trustee Dent's
11 possible ethics violation, it's inappropriate to
12 state this is false when there is an open
13 investigation.

14 And on questions 12 and 13, dealing with
15 the Duffield grant, the better question may be to
16 ask whether the project would have continued to
17 proceed if Trustee Schmitz had voted yes on both
18 votes.

19 Under any circumstances, it's
20 inappropriate to utilize District resources to
21 defend the actions of individual trustees. At
22 present, with the recall effort related to many of
23 the same topics included in the materials, it could
24 easily be construed as utilizing District resources
25 to impact current ballot issues or candidates in an

22

1 upcoming election. That would look like a direct
2 violation of Nevada ethics statutes, NRS 281A.520,
3 and I'd be surprised if general counsel would
4 approve the materials if viewed through that lens.

5 Thank you.

6 MR. KATZ: Good evening, trustees. Aaron
7 Katz, Box 3022. I have written statements to be
8 added to the minutes of the meeting. I've submitted
9 them on the side.

10 First, I request you remove item F 4 from
11 the agenda. I sent an email on it. It does not
12 comply with policy 3.1.0.

13 I want to speak about the requested trash
14 franchise extension. I resent the presentation,
15 certainly on the grounds stated. It's premature. I
16 further object to our staff dealing with negotiating
17 with Waste Management. Time and time again, they've
18 proved a lack of competence, and they sure have a
19 lack of competence on this issue.

20 Instead, I submit that there should be
21 help in the form of a citizen's committee, which is
22 on item G 4 of the agenda. I ask that that
23 committee be established in addition to the other
24 two suggested.

25 If you let -- oh, let me strike that.

23

1 Waste Management has made the assertion it
2 plans its upgrade on the transfer station will not
3 increase or trash rates. This is a false statement,
4 it's a disingenuous statement, and they
5 intentionally know it's a false statement. And I've
6 already submitted to you in an email the reasons why
7 it's a false statement.

8 If you let Waste Management get away with
9 this one, you will have, in essence, foreclosed our
10 ability to ever, ever secure competitive, solid
11 waste removal rates, so we have to stop it right
12 now. And in my view, the trash rates that we
13 approve are some of most important things this Board
14 does. Yes, the pipeline, I would put as number one.
15 Yes, I would put the storage pond or facility as
16 number two. This one, I'd put as number three, so
17 it's far more important. We have opportunity to do
18 something for the benefit of the community, and
19 now's the time to do it.

20 Thank you.

21 CHAIR DENT: Matt, can we go to Zoom,
22 please.

23 MR. WRIGHT: Frank Wright, Crystal Bay.
24 I am going to do something for
25 Mr. Callicrate and his fellow cosigners. I'm going

24

1 to warn you. NRS statutes, 306.210, if you
2 misrepresent, attempt to misrepresent, assist or
3 conspire with others to misrepresent statements that
4 you put on a petition, you are in violation of
5 Nevada statutes, and you will be punished by Nevada
6 Revised Statute 193.130.

7 I can tell you right now, Mr. Callicrate
8 does not have a written document, anywhere, to
9 substantiate the allegations that Sara Schmitz did
10 anything wrong. Not having that document, not
11 having those facts, everything that Mr. Callicrate
12 is purporting in this petition, along with his two
13 cosigners, is all word-of-mouth, hearsay, it's
14 passed around on the internet with the social media.
15 It's all garbage.

16 He better produce a document, and he
17 better produce it pretty quickly, that shows that
18 what he is contending on that petition is actual and
19 factual. He can't. It doesn't exist. The grant
20 never existed. It was never written anywhere.

21 But that's not the only falsity. Most of
22 it is all hearsay, and he stuck his name on it and
23 got two other people to go along with him. You can
24 get out of it now, I'm giving you advice, you can
25 drop it and get over it. But if you keep it going,

25

1 I guarantee you, there's going to be an
 2 investigation, and something is going to happen.
 3 As far as Ms. Shackford's comments, she
 4 seems to fail to take into account all the
 5 employee's wages that we were spending while they
 6 were at this goofy conference that she puts on
 7 teaching them how to smile. A week? What's the
 8 wages for all those employees to be gone from their
 9 jobs for a whole week to learn how to smile? Sure,
 10 she's getting a ton of money, so she's coming on,
 11 and she's going to try to give you a spin that you
 12 really need her. We need her like we need a hole in
 13 the head. Take the money and put it in the tennis
 14 courts.
 15 As far as the other statements she made, I
 16 attacked her in front of Raley's, I didn't even talk
 17 to her. I walked by and looked at her.
 18 You know, the people in this town that are
 19 listening to these people trying to get this
 20 petition going, really ought to sit up and pay
 21 attention. These people all have a special interest
 22 in something. I'm not sure what it is all the time,
 23 but I'm guaranteeing it's either golf, people like
 24 Kay Shackford who are trying to rip us off. It's
 25 amazing. It's absolutely amazing.

27

1 TRUSTEE TULLOCH: Just reporting on the
 2 checks on the payments over 50,000 over the last
 3 month. Here's a summary of them:
 4 Tyler Technologies for software
 5 maintenance, \$120,000 for annual maintenance and
 6 \$5,000 for annual maintenance of the touch screen
 7 biometric reader.
 8 Rockwood Tree Service, two \$27,000
 9 payments for takedown and takedown chipping and
 10 hauling of large conifers at the Mountain Golf
 11 Course.
 12 Western Nevada Supply, nine invoices in
 13 total, three totaling \$397,000 for the effluent
 14 pipeline project, and six totaling \$2,800 for
 15 miscellaneous supplies and inventory stock for
 16 Public Works.
 17 NV Energy, our regular monthly billing for
 18 all the venues, \$102,513.34, offset by \$4,000 a
 19 month Mr. Bandelin has generated for the lay-down
 20 area. Thank you, Mr. Bandelin.
 21 USDA Forest Service, two special permits
 22 for ski slopes at Diamond Peak, \$53,000 for calendar
 23 year 2021, and \$35,000 for calendar year 2022.
 24 Mike Menif (phonetic) Insurance, the
 25 annual fees for Nevada public agency insurance pool,

26

1 I'm just giving advice to you,
 2 Mr. Callicrate, you better have your --
 3 (Expiration of three minutes.)
 4 MATT: There are no other public comments
 5 in the queue at this time.
 6 CHAIR DENT: That will close out item C,
 7 initial public comment. Moving on to item D,
 8 approval of agenda.
 9 D. APPROVAL OF AGENDA
 10 CHAIR DENT: I think the only item that we
 11 needed to pull from the agenda was item F 4 -- or
 12 not pull from the agenda. Item F 4, I believe there
 13 was a quick presentation our director of human
 14 resources was going to do on this item. I'd ask
 15 that this item just get moved to the new item G 1.
 16 Are there any other changes to the agenda?
 17 All right. Seeing none, the agenda is approved as
 18 is. Moving on to item E.
 19 E. REPORTS TO THE BOARD
 20 E 1.
 21 CHAIR DENT: E 1, treasurer's report,
 22 payment of bills. Requesting trustee, Treasurer Ray
 23 Tulloch. This can be found on page 5 of your board
 24 packet. And then next up will be item E 2, the
 25 general manager's report for July 12th, 2023.

28

1 \$726,000, plus broker service fees of \$20,000.
 2 That was the summary of the payments --
 3 the major payments for last month.
 4 Thank you.
 5 CHAIR DENT: Any questions regarding bill
 6 pay? All right. Seeing none, that will close out
 7 that item. E 2, general manager's report for
 8 July 12, 2023.
 9 E 2.
 10 CHAIR DENT: Acting District General
 11 Manager Mike Bandelin. This can be found on pages 6
 12 through 44 of our board packet.
 13 Mr. Bandelin?
 14 MR. BANDELIN: This report reflects the
 15 action items updates for review and discussion as
 16 needed. I'll note that we have included in the
 17 report a June golf venue for review, although our
 18 venue director Howard is not present this evening to
 19 answer any questions, but I can certainly try.
 20 I'll note that our next report of the golf
 21 venue, staff will provide a chart of related
 22 costs/expenses related to the operation. I think it
 23 would be helpful for viewing and discussing the
 24 operation. Within this report, we also included an
 25 annual report of complimentary and discounted use of

29

1 the facilities and programs, consistent with
 2 Resolution 141-1895.
 3 Also, as we begin to close out 2022/23
 4 fiscal year, we thought it would be a good idea to
 5 provide the staff's updates to the District's
 6 strategic plan. And as noted, the plan updates were
 7 last provided to the District and Board of Trustees
 8 in December of 2022, and the current report
 9 contained staff progress updates as of June 2023.
 10 Also wanted to note, not in the report,
 11 share with the Board, that the annual Tahoe Rim
 12 Trail Endurance Run is happening this weekend at
 13 the -- they race from Spooner along the Rim Trail,
 14 up the cross, and they use Diamond Peak main lodge
 15 as an aide station and/or the top of Diamond Peak as
 16 a water station. We've been doing this, probably,
 17 20 years with the Bull Wheel station up top, that
 18 I've been a part of, and then at base lodge about
 19 five or six years. This is a -- we have a full
 20 agreement for paid use of the lodge, so this isn't
 21 just like something's kind of under the radar.
 22 I just wanted to let you know because this
 23 does provide quite a few cars parked in the lower
 24 parking lot and along Ski Way down to Big Water.
 25 They will be using shuttle vans to shuttle the

30

1 people up to the main lodge. Usually busiest about
 2 2:00 on Saturday for spectators and support crews.
 3 We also have some latest information
 4 related to the viewing of the District OpenGov
 5 financial platform. We did have one remaining,
 6 hopefully, final remaining ticket in with the vendor
 7 as we continue to check financial accuracy, and
 8 we've been told the correction should be completed
 9 by the end of week. But I did speak to a member of
 10 our team today that that ticket has made
 11 corrections, and we're viewing and we're hoping that
 12 the OpenGov platform will be complete, ready for
 13 viewing probably by tomorrow.
 14 What I will share is the fact that we're a
 15 little bit behind and slow, so it's going to reflect
 16 financial data to the end of April. Eventually,
 17 we'll get caught up to where it's really -- you know
 18 how we do the financial reporting, that we wait
 19 until it's closed so it's audited and completely
 20 closed, that should be towards the end of the month
 21 that you would see the previous month within
 22 OpenGov.
 23 Happy to answer any questions.
 24 TRUSTEE TULLOCH: I have a question. If I
 25 look at the facilities report, the use of the

31

1 facilities report at discounted facility fees on
 2 page 12 and 13. As we discussed earlier, I'm a
 3 little bit confused here how some organizations get
 4 a full discount on venue, particularly in the golf
 5 organizations, then others like -- that seem to be
 6 registered 501 C3 charities do not get a full
 7 discount.
 8 We've heard in recent months a huge outcry
 9 from the golf community saying, "Why are we not
 10 making more money from the facilities? Why is the
 11 golf clubs not getting the benefit of that?"
 12 Yet I go through every golf club function
 13 here, and the facility fee has been discounted to
 14 zero for them. I'm not -- maybe there's something
 15 I'm misunderstanding here, but I would have thought
 16 if we have a policy for discounting for 501 C3s or
 17 for IVGID-affiliated organizations, that would be
 18 one thing, but I can see no rhyme nor reason in
 19 these discounts.
 20 MR. BANDELIN: Yes. It became pretty
 21 clear to me as well. I think what I would ask the
 22 Board is to provide myself a little bit of time to
 23 reflect on the policy and come back with a report on
 24 exactly what they are and what that means, as we
 25 continue in the future developing this report, per

32

1 the Resolution 1895, that you'll have a better
 2 understanding.
 3 TRUSTEE TULLOCH: Just particularly, I
 4 want to see that we're being fair to all
 5 organizations, being if we're providing free use of
 6 the facilities, we should make sure that we're doing
 7 that to everyone. It should not just be to
 8 preferred partners.
 9 If we don't have a Board policy on it,
 10 perhaps there is no Board policy on this, I think
 11 it's something the Board, obviously, needs to pick
 12 up on.
 13 My next comment, and it's not so much
 14 directed at you. I see the updates to the strategic
 15 plan. Now, I may have misunderstood, but all the
 16 reports I got previously from previous general
 17 manager was that he was going to bring an updated
 18 revisions to the strategic plan to the Board. All I
 19 see is a few updates on the plan here, rather
 20 than -- my understanding is the plan was going to
 21 come to the Board for review and see actually
 22 whether the plan itself needed updating, rather than
 23 just updates and actions against the plan.
 24 It's not something I'll wait for an answer
 25 for tonight; it's something we can have another

33

1 discussion on. But, yeah, it's my concern. I
 2 understood that the plan itself was going to be
 3 updated, not just comments on actions taken against
 4 the existing plan.

5 MR. BANDELIN: I think it would be fair if
 6 we all had the discussion that there -- the Moss
 7 Adams RFP refers to, kind of, look at the strategic
 8 plan and to make sure that we're in line, per their
 9 contract or agreement, to be able to provide that
 10 expertise to see if -- and share that insight with
 11 the Board of Trustees.

12 Staff has not or did not write a plan for
 13 the next three years beginning fiscal year of
 14 '23/'24. And so this was just kind of like our
 15 final update. And so that's why you haven't seen
 16 any sort of new plan with new initiatives or
 17 long-range principles or so forth.

18 TRUSTEE TULLOCH: And an update on the
 19 Moss Adams. They're expecting a first draft to
 20 report to us at the end of the month or early
 21 August. So, yes, we will take that into account.

22 I just wanted to clarify that for the
 23 benefit of the community as well, because I've had
 24 some questions, what's happened to the plan?

25 CHAIR DENT: Then piggybacking on what

35

1 and that position is supposed to, I believe, start
 2 the first or second week of August.

3 I don't have other questions, but I thank
 4 you for the update on OpenGov.

5 TRUSTEE SCHMITZ: I just wanted to also
 6 ask, as it relates to public record requests, there
 7 was a gentleman a month or so ago who I believe
 8 wrote all of us requesting weekly reports as it
 9 relates to golf. He was wanting information on
 10 utilization and whatnot. And I don't see his
 11 request being listed in the public record requests.

12 If need be, I will go back and find that
 13 email, because that's missing.

14 And another thing that I had asked for a
 15 couple of times, probably a couple of months ago,
 16 was to be able to review a report on the financial
 17 performance of the various events. I was told that
 18 staff keeps records of each event and the financial
 19 performance of that event, like a wedding, so that
 20 they know how much profit they make per wedding,
 21 what have you. I have not been provided that
 22 information. I've asked a couple times.

23 I think it would be important for the
 24 Board, and maybe we need to just have an agenda item
 25 in the future that is reviewing the facilities. And

34

1 Trustee Tulloch said. I'm excited to see what Moss
 2 Adams, what value they can add to the plan that we
 3 already put together. I feel like those are -- that
 4 is one of the tasks they were given, so however we
 5 can improve on as a district, I'm excited to see
 6 where that goes.

7 Lastly, do you have an update on any hires
 8 that we have in the last couple weeks? Do you have
 9 anything to report on that? Or would you like me to
 10 rattle off a few?

11 MR. BANDELIN: I do not, but I think that
 12 would be a good section to have in the report that
 13 we provide to the Board of Trustees.

14 CHAIR DENT: Okay. I do too. I think
 15 it's important, even if it is a temporary role, such
 16 as Bobby McGee, that we elevate that and we are
 17 working on a press release for that, as well as you
 18 stepping into the role as the acting general
 19 manager. Thank you for that.

20 I do -- maybe someone else could chime in,
 21 but I know there is a lady that has stepped into a
 22 role when it comes to the audit, in a controller
 23 position. I cannot think of her first name,
 24 Ms. Day, I think. So we thank her for being on the
 25 team. We also extended an offer to the controller,

36

1 instead of just looking at things that are being
 2 done for free, to be looking at it holistically, to
 3 show a report of what we're also receiving as it
 4 relates to revenues from other events.

5 Thank you.

6 CHAIR DENT: That will close out item E 2.
 7 Moving on to the consent calendar.

8 F. CONSENT CALENDAR

9 CHAIR DENT: Is there a motion to accept
 10 the consent calendar?

11 TRUSTEE SCHMITZ: I'll make a motion to
 12 accept the consent calendar, items 1, 2, and 3.

13 CHAIR DENT: Motion's been made. Is there
 14 a second?

15 TRUSTEE TULLOCH: I'll second.

16 CHAIR DENT: Motion's been made and
 17 seconded. Any further discussion by the Board?
 18 Seeing none, all those in favor, please
 19 state aye.

20 TRUSTEE TULLOCH: Aye.

21 TRUSTEE NOBLE: Aye.

22 TRUSTEE SCHMITZ: Aye.

23 CHAIR DENT: Aye.

24 Opposed? Motion passes 4/0. Consent
 25 calendar is approved, minus item F 4, that will now

37

1 become item G 1.
 2 G. GENERAL BUSINESS
 3 G 1.
 4 CHAIR DENT: Review, discuss, and approve
 5 recreation privileges offered to the District
 6 employees. This can be found on page 917 through
 7 921 of our board packet. Requesting staff member
 8 Director of Human Resources Erin Feore.
 9 MS. FEORE: I'm just bringing back to
 10 you -- this is more procedural, but bringing back to
 11 you some of the changes that we have discussed from
 12 many, many meetings ago.
 13 Very quickly -- and I've had a chance to
 14 speak with most of you, but I want to publicly
 15 apologize for an error that I made on the document.
 16 I was moving way too quickly, and as a result, it
 17 did cause some concern within the community. And I
 18 deeply apologize for this. I'm not good at making
 19 mistakes, so I try not to.
 20 Just, again, to reiterate, I had
 21 accidentally coded seasonal full-time as being
 22 category one. I was looking at an old document that
 23 literally came of I don't know where. It magically
 24 appeared on my desk. That said, seasonal full-time
 25 staff generally work 40 hours per week, and

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1 this means.
 2 MS. FEORE: What I can tell you in
 3 practice, Mr. Bandelin can help me out, as I
 4 understand it, when -- I'll use myself as an
 5 example. If I am a category one employee and I'm
 6 going to go and attend the Rec Center, I'm going to
 7 get category one privileges. If I am an employee
 8 who works at the Rec Center -- this is just the best
 9 to kind of -- this is how I visualize it in my head.
 10 Let's say I work at the front desk, and I'm going to
 11 take a quick meal break, but instead of eating my
 12 lunch, I'm going to go and hit a treadmill because
 13 it's an off time and we're not interrupting customer
 14 use, then the department manager would have an
 15 opportunity to approve that because they'd have the
 16 authority to approve these specific things.
 17 TRUSTEE TULLOCH: Okay. So, it's not
 18 approving changes or different discounts to the
 19 policies? It's just purely incidentals like that?
 20 MS. FEORE: Absolutely.
 21 TRUSTEE TULLOCH: Maybe we can look at the
 22 text of that just to clarify.
 23 MS. FEORE: Sure.
 24 TRUSTEE SCHMITZ: I was wondering for
 25 clarification purposes if we should add something

38

1 therefore have always been eligible for the category
 2 one privileges. I mean, I think Mr. Bandelin can
 3 attest to this, we have a lot of seasonal staff that
 4 can work anywhere from 50 to 60 hours per week
 5 during the height of the season. Again, sincerely
 6 apologize for the confusion and the concern I
 7 caused.
 8 Just -- I don't know if you'd like me to
 9 kind of go over my memo, or if I can just answer
 10 questions. However you would like me to address,
 11 I'm here.
 12 TRUSTEE SCHMITZ: We are all human. We
 13 understand. I think you updated this, and it's much
 14 more clear and precise and concise. Hopefully this
 15 document will help to minimize confusion.
 16 TRUSTEE TULLOCH: Good job here. Anytime
 17 you want training on making mistakes, I can help you
 18 out there.
 19 Just one question, I still see -- I'm a
 20 little bit confused here because I see we've got a
 21 very clear chart of what the employee privileges
 22 are. Then I see in the small print
 23 "department-specific only privileges are determined
 24 by venue director or designee." I'm not quite sure
 25 I understand if we have a clear policy here of what

40

1 here that states that the trustees are not
 2 considered any of these, we are not. The only
 3 benefit we receive is the opportunity to visit a
 4 venue, once a week. I am just am wondering if it's
 5 important to denote that trustees don't fall into
 6 any of these categories?
 7 MS. FEORE: That actually had been
 8 indicated once before, and because of the specific
 9 policy that outlines trustee privileges, it was
 10 never added to this. It's a little funky, but, I
 11 guess, for all intents and purposes with this
 12 document, you're not considered employees, so this
 13 wouldn't be applicable.
 14 That's that reason why your policies are a
 15 little bit different.
 16 TRUSTEE TULLOCH: Why don't we just put a
 17 footnote referring it to the trustee policy?
 18 MS. FEORE: Yeah. I can definitely do
 19 that.
 20 CHAIR DENT: There was a question on this
 21 a couple years ago, and I think I might have been
 22 one of the only trustees who remembered where it was
 23 going, if trustees could even access at any one
 24 time. And I have an email from the former HR
 25 director regarding the item that kind of steered

41

1 where that was going.

2 I think it would be helpful just to have

3 something to refer back to.

4 MS. FEORE: Sure. I have space. I can

5 definitely put that in. Just so that I have clear

6 direction, am I okay to go ahead and add that

7 footnote, knowing that this document is approved?

8 (Inaudible response.)

9 MS. FEORE: Perfect.

10 CHAIR DENT: I will entertain a motion.

11 TRUSTEE TULLOCH: I'll make a motion to

12 approve the document presented by Director of Human

13 Resources Feore.

14 TRUSTEE NOBLE: Second.

15 CHAIR DENT: Motion's been made and

16 seconded. Any further discussion on this item?

17 Seeing none, I'll call for the questions.

18 All those in favor, state aye.

19 TRUSTEE TULLOCH: Aye.

20 TRUSTEE NOBLE: Aye.

21 TRUSTEE SCHMITZ: Aye.

22 CHAIR DENT: Aye.

23 Motion passes 4/0. Thank you. All right.

24 Moving on to item G 2, formerly G 1.

25 G 2.

42

1 CHAIR DENT: Waste Management presentation

2 of proposed improvements and request for contract

3 extension. Requesting staff member Director of

4 Public Works Brad Underwood. This can be found on

5 pages 922 through 986 of your board packet.

6 Mr. Underwood?

7 MR. UNDERWOOD: Yes. Thank you. We're

8 here tonight because Waste Management had sent the

9 general manager a letter requesting, potentially,

10 some changes and additions at their facility here in

11 town, the transfer station, and also consideration

12 by the Board of a five-year extension that's

13 actually in the contract that would be allowed.

14 So staff brought this to the Board for

15 direction. There's no decision tonight by the

16 Board, except for whether you want to pursue this,

17 and then if you want to pursue it, how do you want

18 to do that? What's the process you want to go

19 through? And are there other aspects of the

20 contract or whatnot that you'd like to discuss? And

21 that can also happen later as well.

22 With me tonight is Kendra from Waste

23 Management. She has a presentation to provide to

24 you, and we'll just walk you through that.

25 MS. COSTA: Chairman, members of the

43

1 Board, I'm Kendra Costa with Waste Management.

2 This presentation is intended to help

3 answer any questions that you have may have or you

4 may get from the community. As always, you're

5 welcome to call me if you have any follow-up

6 questions, we can discuss it tonight too.

7 Starting with the first page, as Brad

8 mentioned, WM has sent a letter asking to activate

9 the five-year extension on the contract that exists.

10 So, this is per section 3 of Franchise Agreement.

11 It is required that there is written notification,

12 both from WM and from IVGID, that they want to

13 continue this contract. It's standard practice for

14 us to send a letter when we've got an extension

15 because generally we like our contracts and we want

16 to stay there. In this case, we did address it to

17 the manager of the municipality, which would be the

18 district manager for IVGID.

19 So why are -- we are asking a little bit

20 earlier than usual this time. The reason we're

21 asking a little bit earlier is because we are

22 looking ahead to do some capital improvements. It's

23 pretty substantial improvement that we'd like to do

24 up there. It's going to continue to -- our transfer

25 station at 1076 Tahoe Boulevard provides disposable

44

1 services for residents and businesses here in

2 Incline Village, and that transfer station was

3 erected in 1995. We have several improvements that

4 we'll take a look at in some later slides. The

5 anticipated cost for all of these improvements is

6 4.5 to \$5 million, and additional time will allow

7 for construction to be scheduled during Incline

8 Village's abbreviated building season and allow WM

9 to amortize costs while maintaining stable rates at

10 the transfer station.

11 There are some benefits to customers.

12 There will be no direct impact to collection rates.

13 When I say "collection rates," I mean the rates at

14 the curb or the rates that businesses are charged to

15 have their waste hauled away from their property.

16 That's what our contract secures, so we're not

17 seeking that collection rate increase. And

18 extending the contract retains the same menu of

19 services and rate mechanism, which is found in

20 section 11 of the contract. The current rate

21 mechanism caps WM's profits at nine percent. The

22 cap does not apply -- sorry. If the cap does not

23 apply, the rate increase is determined by the

24 average consumer price index for garbage and trash,

25 which is published and by the Federal Bureau of

<p style="text-align: right;">45</p> <p>1 Labor Statistics. Any increase is capped at 2 six percent. So if the CPI is higher than 3 six percent, the highest that it can go under this 4 contract is six percent.</p> <p>5 Franchise rates in Incline Village have 6 not increased since 2021. Trash collection rates in 7 Incline Village are generally lower than other basin 8 communities.</p> <p>9 Additional benefits to customers, expanded 10 green waste collection period. Waste Not and WM 11 staff meet monthly to discuss service needs and 12 concerns. We have a very close relationship. Both 13 agencies routinely hear from customers that they 14 would like to have a 16-week yard debris collection 15 program, which is currently broken into 12 weeks in 16 the spring and four weeks in the fall, extended to 17 eliminate the summer break, which will begin this 18 year at the end of July.</p> <p>19 As this is a top item for contract 20 improvement, WM proposes doubling the timeframe to 21 32 weeks as part of the extension agreement. And 22 again working with our staff at Waste Not, so 23 contract improvements can happen at any time. We're 24 just looking at this as a window of opportunity 25 right now.</p>	<p style="text-align: right;">46</p> <p>1 Additional benefits to customers, 2 facilities that better fit the character of 3 community. Again, the customer service office, 4 which is right there against Tahoe Boulevard, that 5 was built in 1975, the driver dispatch building, 6 that's the small building up above, was built in 7 1992, and the transfer building, the big building 8 was built in 1995. New plans will improve the 9 appearance of Tahoe Boulevard from Tahoe Boulevard 10 and are compliant with TRPA requirements.</p> <p>11 Here's an overview of what we're trying to 12 do with the site improvements. We want to replace 13 the existing pavement with new pavement and 14 striping. I'm sure all of you who have been there 15 can see that that pavement is in need of some love 16 and care. Partial replacement of existing perimeter 17 fence, expanding existing driver dispatch building, 18 expand the existing administration building, upgrade 19 existing transfer station, demolish and add a new 20 transaction booth -- the pay shack that the public 21 stops and pays before they go into the transfer 22 station -- add a new maintenance building to the 23 west exit transfer station building -- west of the 24 existing transfer station building.</p> <p>25 Right now, when they're doing truck</p>
<p style="text-align: right;">47</p> <p>1 maintenance, they're either doing it outside or 2 they're taking the truck down to our Reno facility, 3 which kind of takes it out of service up here. You 4 are never short trucks, but it just makes it easier 5 and keeps the trucks up here where they're available 6 to you.</p> <p>7 We want to remove and replace the existing 8 storm water management and BMP facilities per 9 current code, replace existing propane with natural 10 gas. We've got some pictures here. I'm happy to 11 answer any questions or get additional information 12 for you if you have questions about that. And this 13 building will be added. This is the new maintenance 14 building. This is the building that will be added, 15 the new maintenance one, the one that says 16 "maintenance shop."</p> <p>17 All right. I did want to also add some 18 things. As I mentioned before, we work really 19 closely with the Waste Not staff. And when this 20 contract was rolled out in 2016, I was working on 21 the communication side of things, not on the 22 contract side of things. And I can tell you, it was 23 not always comfortable to go and have these 24 meetings. They really held our feet to the fire. 25 Madonna, Brad, the team has continued to hold our</p>	<p style="text-align: right;">48</p> <p>1 feet to the fire, but this is the result of that.</p> <p>2 We -- when somebody contacts WM for help 3 with their account, they're asked to stay on the 4 line or to fill out an online survey after they've 5 interacted with one of our staff to give some 6 feedback about they feel about their services.</p> <p>7 I like to share this because I will only 8 fill out a survey if I've had a poor customer 9 service experience. It's says a lot to me that the 10 people who contact WM stay on the line to fill out 11 these surveys and give these answers.</p> <p>12 So this is out of 10, you can see on the 13 graph there, this is looking at customers who 14 responded to the survey from January to June. We 15 don't get a ton of people staying on. Generally, 16 only 20 percent hang on and fill it out. This is 17 roughly 250 surveys total, people providing answers. 18 The questions: Likely to recommend? We're getting 19 a score of above 9. For likely to recommend overall 20 on your services? Also a score above 9. 21 Residential service? Above 9. Commercial service? 22 They don't like us quite as much, they're giving us 23 an 8. We didn't collect scores for roll off, the 24 bins that kind of look -- the very big bins that 25 look like a railroad car. Do they find WM</p>

49

1 trustworthy? Almost a score of 9 there, not quite.
2 Do they feel that we're a waste solutions partner?
3 Scoring above 9. And do they feel like they're
4 getting a good value? Above 9.
5 And of course billing is always a hot
6 issue. So what are we hearing as far as feedback on
7 billing? You can see, this one has a little more
8 information because it's a dive on a single
9 question. This was answered by 241 people of 290.
10 Did they call with a concern about their bill?
11 Six percent of people called with a concern about
12 their bill. Most people did not have a concern
13 about their bill.
14 And so that's the information that I
15 wanted to share with you tonight. I'm happy to
16 answer any other questions that you may have.
17 I do want to point out that this is the
18 contact information that is specific to our office
19 here in Incline Village. Oftentimes Google can be
20 beautiful, but Google can be ugly too. If you have
21 a second home and you spend a lot of time in
22 California and you go to Google Waste Management, it
23 will think you live there, and they're going to send
24 you to a different office. So if you Google our
25 number, you may not get the correct information.

51

1 Company for charges to customers; is that correct?
2 MS. COSTA: Yes. Let me --
3 TRUSTEE TULLOCH: Thank you.
4 MS. COSTA: Can I clarify?
5 TRUSTEE TULLOCH: Sure.
6 MS. COSTA: So, Waste Management is a
7 holding company, and even though they all have
8 different names, they are all Waste Management
9 companies. But as I said at the beginning of the
10 presentation, the contract is just for hauling, and
11 the transfer station is a separate business.
12 TRUSTEE TULLOCH: So, perhaps, you can
13 explain why repairs and maintenance of the transfer
14 station, which is owned by a separate entity, should
15 be subject to IVGID signing an extension of the
16 contract? Since they are two separate entities, the
17 costs for the transfer station are a straight
18 passthrough. There's no visibility of these costs
19 to IVGID when they're reviewing the costs. So we
20 have no idea of whether these costs are correct or
21 not.
22 If you spend five million on the transfer
23 station, that will go into the capital costs of the
24 transfer station, so that would also be passed
25 through, increasing costs; isn't that correct?

50

1 Anybody who is with us tonight, please take a look.
2 We encourage you to go to 775-831-2971, that dials
3 direct to our office here on Tahoe Boulevard. These
4 are our hours, our office location, and the website
5 where you will find all the services and pricing,
6 publicly available all the time at
7 inclinevillageatWM.com.
8 CHAIR DENT: Any questions?
9 TRUSTEE TULLOCH: First, let's clarify
10 some information here. This letter, this request
11 has come from Waste Management. IVGID's contract is
12 with Reno Disposal Company; is that correct?
13 MS. COSTA: Yeah. The contract itself,
14 and I didn't bring a copy of the contract, I think
15 it's Reno Disposal, doing business as Capitol
16 Sanitation -- excuse me -- Incline Sanitation.
17 TRUSTEE TULLOCH: Correct. But this
18 request has come from Waste Management. It's also
19 requesting an extension of the contract so Waste
20 Management can do work on the transfer station,
21 which is also a separate company; is that correct?
22 MS. COSTA: Yeah. So --
23 TRUSTEE TULLOCH: So the transfer station
24 is not part of the agreement here. The transfer
25 station costs are passed through to Reno Disposal

52

1 MS. COSTA: I understand what you're
2 trying to say, but I'd like to clarify that we're
3 not asking you to cover the cost of the improvements
4 of the transfer station. We're letting you know
5 that we want to continue our hauling contract
6 because that's the business that we do up here.
7 But we're looking at how we're going to
8 finance that out over time, our other piece of the
9 business. So makes sense that both of the pieces of
10 business stay together. We will keep that transfer
11 station regardless of the hauling contract, but
12 it's --
13 TRUSTEE TULLOCH: So, thank you. Yes, I
14 understand they're separate companies. I'm just
15 clarifying the points here for the audience, because
16 there's a number of claims made in your statement
17 there I just want to clarify with you.
18 If you're a responsible owner of the
19 transfer station, you would be making these
20 modifications and repairs, if they are necessary, as
21 a responsible owner. It should not be dependent on
22 a contract extension, not in a contract that still
23 has three years to run.
24 MS. COSTA: Right.
25 TRUSTEE TULLOCH: So that's correct.

53

1 You also made a statement that your price
2 increases are capped at nine percent. Perhaps you
3 can refer to which page the contract shows that cap?
4 Because I have -- I have not found that language.
5 You are entitled to nine percent return. If I go to
6 page --
7 MS. COSTA: Can I clarify that? Because
8 that's an incorrect statement.
9 TRUSTEE TULLOCH: Perhaps you can show me
10 where the cap is?
11 MS. COSTA: The increases are capped at
12 six percent, and it's in section 11 of the contract
13 that outlines the rate increase.
14 TRUSTEE TULLOCH: Okay. Perhaps I can
15 correct you further. The CPI increases are capped
16 at six percent. If I go to page 12 of the contract,
17 section 11.1, beginning with the rate adjustment
18 schedule for July 1st, 2020, if the collector's
19 return on revenue for the prior calendar year
20 exceeds 15 percent, the collector should not be
21 entitled to the annual CPI adjustment for that year.
22 You also stated that you haven't increased
23 rates for the last two years or three years. That
24 tells me that because you're entitled to
25 nine percent return, that tells me that you've

55

1 thing. You stated that you're prepared to increase
2 the green waste collection to 32 weeks a year, and
3 there would be no increase in costs for that. Does
4 that mean that you'll be stripping out, you'll be
5 identifying these costs for the extra 16 weeks, and
6 you'll be stripping that out of your net costs and
7 calculating the cost to customers? Because that
8 would --
9 MS. COSTA: We're not renegotiating
10 anything. We're not changing the rate mechanism.
11 We're not changing the services at all. We're just
12 opening the -- we're proposing, because we've heard
13 from customers what they would like to see, to open
14 that window. And the reason they want to open that
15 window is because the weather is unpredictable, so
16 they may or may not be here --
17 TRUSTEE TULLOCH: I understand that. I'm
18 not disputing that, Kendra. But you stated that
19 there would be no increase in costs for that. If
20 there's no increase in costs for that, that -- these
21 costs would be deducted by -- I'm assuming that
22 you're going to include these in your gross costs;
23 is that correct? And if your gross costs increase,
24 your total costs to customers can increase; isn't
25 that correct?

54

1 actually been over-collecting that period, so you
2 must be making at least your nine percent return
3 over the last two years; is that correct?
4 MS. COSTA: So I want to back up again,
5 and can we see that 15 percent that you're talking
6 about?
7 TRUSTEE TULLOCH: On page 12 of the
8 contract, section B, 11 B, 11.1 B at the top of the
9 page. And I'm not making this up. I'm reading this
10 from the contract.
11 MS. COSTA: I understand.
12 TRUSTEE TULLOCH: I just want to correct
13 the factual inaccuracies.
14 MS. COSTA: I will have to get you
15 additional information on that, because my
16 understanding is that it is capped at nine, that we
17 have a --
18 TRUSTEE TULLOCH: Perhaps you can go
19 through the contract. I've been through it, and I
20 see there's nothing of that cap there. There is a
21 minimum, you're entitled to a minimum of
22 nine percent. If you don't get nine percent, you
23 are entitled to increase it. And we've had this
24 discussion before, so I have actually checked it.
25 And if we can now move on to the next

56

1 MS. COSTA: No. No. I'm -- no. I'm not
2 going to -- I mean, here's what I can --
3 TRUSTEE TULLOCH: I'm not renegotiating
4 the contract. I'm just clarifying some things
5 because you made some statements that don't appear
6 to be borne out with the contract. That's why I'm
7 asking.
8 MS. COSTA: Okay. So I can't --
9 TRUSTEE TULLOCH: You can't say there is
10 no increase in costs, because there could be an
11 increase in costs.
12 MS. COSTA: What I can say is that we're
13 not going to change the hauling contract. What it
14 is is what it is. We're not going to change the
15 rate-making mechanism, we're not going to change
16 anything about that.
17 So, an extension, basically, locks down
18 what we're doing. We've been providing rolling
19 proof of our calculations, so you know what we've
20 been doing and you know that we're not trying to do
21 anything sneaky.
22 It is hard for me to answer what you think
23 the company may do in the future, because I can only
24 go by what the company has been doing in the past.
25 TRUSTEE TULLOCH: Yes, just to clarify,

57

1 I'm not doing anything sneaky. I'm reading from the
2 contract.

3 MS. COSTA: No. I'm not saying -- you
4 accused me of wanting to do something sneaky.

5 TRUSTEE TULLOCH: Excuse me. Excuse me.
6 I'm clarifying the contract terms. You stated,
7 publicly, on the record, there was a cap in the
8 contract; there's no cap on the return.

9 Excuse me. You also stated that there
10 would be no increase in costs for these things, but
11 then you're stating that you're going to go with the
12 terms of contract. The terms of contract would
13 allow you to pass through extra costs for extra
14 services; isn't that correct? Yes or no?

15 MS. COSTA: So, no. I want to back up and
16 be really clear. I mean, you say a lot, and it's
17 hard for me to catch everything you're saying.

18 I do want to say that section 11 of the
19 contract is how we do rates. This is a publicly
20 available contract, so it's all there. I'm not
21 intending to misstate anything. And it's available
22 for you and for any member of the public to see.
23 I'm being as transparent as I can possibly be with
24 you. Okay?

25 What I can tell you is, again, we work

59

1 advantage of that program.

2 TRUSTEE TULLOCH: So you would have no
3 extra costs? You wouldn't be rolling any extra
4 trucks or extra staff to do that extra 16 weeks of
5 pickup?

6 MS. COSTA: Again, I can't tell you what's
7 going to happen in the future, but I can tell you
8 what our intention is.

9 TRUSTEE TULLOCH: I understand your
10 intentions, and I'm sure the intentions are
11 honorable. I'm just reading the terms of the
12 contract. I've have lots of comments made in the
13 community for on the terms. I just wanted to make
14 sure there was some clarification. Because, I mean,
15 if you're coming here and saying, yes, you want a
16 five-year extension now, and you're going to say,
17 well, we'll hold rates for five years, for
18 eight years, that would be wonderful.

19 MS. COSTA: I did not.

20 TRUSTEE TULLOCH: But I don't think that's
21 the case.

22 MS. COSTA: I did not say we would hold
23 rates. We did not -- for the record, everyone,
24 we're not holding rates.

25 TRUSTEE TULLOCH: Correct. And if you go

58

1 with Waste Not and the Public Works Department
2 regularly, and are willing, as we look -- if we go
3 into an extension, we are willing to add in some
4 language that will cap any passthrough at CPI, and
5 then any extraordinary rate increase, which can
6 happen. We all just saw a shutdown. That can
7 happen. We can put in some language that anything
8 above that would have to go to the Board for
9 approval.

10 Beyond that, I can't say what will happen
11 in the future.

12 TRUSTEE TULLOCH: But you have said there
13 would be no increase from these extra services and
14 things. That was in your presentation.

15 MS. COSTA: Yes.

16 TRUSTEE TULLOCH: But there would be
17 additional costs for doing an extra 16 weeks of
18 collection; isn't that correct?

19 MS. COSTA: Not necessarily. Because it
20 opens the window to allow us more time to get to
21 those -- some people don't get here in time to use
22 the stickers that they have. We anticipate that
23 they would be here and would be using those
24 stickers. The stickers are still the same, just the
25 window to use them is larger so that people can take

60

1 back and check the live stream, you'll find I did
2 not say you said that. I suggested if you came here
3 with a suggestion to hold the rate for eight years,
4 yes, we would be quite happy to sign the five-year
5 extension. But that was all.

6 CHAIR DENT: I did receive a text from
7 Trustee Tonking. Her -- I'll just read it. She
8 says she would be willing for a three-year extension
9 and have the same disposal rate charged as the same
10 as everywhere else in Northern Nevada. And if Waste
11 Management raises the rates in Incline, they'd also
12 raise them, say, in Reno. So that's Trustee
13 Tonking's feedback on that.

14 Do any of other trustees want to weigh-in
15 on this at this time?

16 TRUSTEE NOBLE: Yeah. I think I'd like to
17 see staff enter discussions with Reno Disposal to
18 explore a five-year extension, but also look at what
19 the potential impacts of an expansion of the green
20 waste program would have on the collector's return
21 on revenue. Potentially, that would implicate some
22 of the CPI increases in section 11.1 A, B, and C.

23 CHAIR DENT: Okay.

24 TRUSTEE SCHMITZ: I observe and concur
25 with some of the comments that Trustee Tulloch made

61

1 about the costs. There will be increased costs, and
2 the contract allows a certain rate of return and if
3 the rate of return falls, then there's the
4 opportunity to have escalators.
5 I think that I would defer to staff,
6 because, right now, I just -- sense with the
7 effluent pipeline project and other projects going
8 on, we have to do our five-year plan that hasn't
9 been completed as of yet, I don't see this as an
10 urgent issue. I think it's something we should
11 address.
12 But from my perspective, I think that we
13 should have legal counsel involved in negotiating
14 the terms of the contract, if we're going to make
15 some changes. And I will defer to staff, but would
16 be supportive if staff would prefer to delay this,
17 perhaps, until fall.
18 CHAIR DENT: I guess I would agree with
19 some of that.
20 Who -- the last time we negotiated this,
21 director Underwood, many years ago, and there was a
22 board member involved in this process. Is there a
23 board member currently involved with you in these
24 negotiations?
25 MR. UNDERWOOD: Well, we haven't started

63

1 months, bringing it back, but at least we've seen
2 the presentation, kind of started to have those
3 conversations.
4 It sounds like you do have a couple things
5 you were going to bring back to us or clarify, so I
6 think having a little time to do that could be
7 helpful for everybody. Then we can discuss putting
8 this on the long range calendar for later this fall.
9 MR. UNDERWOOD: Thank you for the
10 direction. I can work with Trustee Tulloch on some
11 timing and so forth going forward.
12 CHAIR DENT: Any other discussion on this,
13 guys? Nope. Thank you.
14 How about we take -- let's take a
15 seven-minute break. We'll come back at 7:25.
16 (Recess from 7:18 to 7:28 P.M.)
17 CHAIR DENT: All right. Welcome back.
18 We're moving on to item G 3, formerly G 2.
19 G 3.
20 CHAIR DENT: Review, discuss, and provide
21 feedback regarding Board of Trustees frequently
22 asked questions to be shared with the community on
23 the District website. Requesting trustee
24 Chairman Matthew Dent. Can be found on pages 987
25 through 990 of your board packet.

62

1 any negotiations at all, but we would welcome that
2 approach, and also the legal counsel approach as
3 well.
4 CHAIR DENT: I understand that. I'm just
5 throwing that in from a historical knowledge
6 standpoint. I think it's important for the Board to
7 kind of be aware where things are going and be
8 involved early on. Not a board-appointed committee,
9 by all means, but I think a trustee, maybe a
10 liaison, to the department could work.
11 But as far as this, I do think there are a
12 lot of other pressing issues that we have.
13 Kendra, thank you for bringing this
14 forward. We do have some time on this. When it
15 comes -- maybe I skipped over it, but as far as
16 Trustee Tonking's comments and having our disposal
17 rate being the same as the rest of Northern Nevada,
18 how do we compare right now with that?
19 MS. COSTA: I believe that you're right
20 on. We use an inner-company departmental --
21 inter-company rate, so when we haul and we own
22 disposal, it's the some same rate.
23 CHAIR DENT: Okay. That's fine. Thank
24 you.
25 Yeah. I think kicking this off for a few

64

1 As we discussed at the last meeting, the,
2 I would say, concept of all of this was to speak to
3 the rumors that are out there, I would say, and try
4 and address some of these. And also, I think the
5 intent is to address some of the operational ideas.
6 We did talk about that as well. I think I threw out
7 the snowplow idea, and given that it's in the middle
8 of the summer, I just said we can wait on the
9 snowplow idea for a few months.
10 But some of these, I think, are really
11 important to address. They've been around for many
12 months, if not almost years, and I think it's
13 important for us to work through each one. But also
14 for the individual trustees -- Trustee Tulloch, you
15 sent me a text with an idea of, hey, this would be
16 a -- I heard this rumor, this would be a good thing
17 for us to discuss. Trustee Tonking, same thing, put
18 forward some of these -- or says she has some
19 questions, rumors we should answer.
20 I think using this as a starting point to
21 work through that process, I took a stab at this.
22 Are these perfect? Absolutely not. Could we
23 improve them? Absolutely, and that is why we're
24 having this discussion tonight. We can't do this
25 outside of a board meeting, so that's why we're here

65

1 to have that discussion.

2 Rather than just say, hey, what's everyone

3 think about this, I just want to run through each

4 and every item, then we can tweak them as we go or

5 decide to table it for the next meeting. There is

6 one that I want to table for the next meeting, and

7 it just has to do with a report to the Board at the

8 next meeting. So when we get to, let's say, item

9 11, regarding the hostile work environment, we will

10 just hold off on that one. Then after we have a

11 report from the Board, then we can put our FAQ up

12 there.

13 This is nothing more than good governance

14 as far as addressing some of these ideas that are

15 out there that aren't true. In most cities and

16 organizations, you have a PIO officer that is

17 actively out there addressing this stuff. Incline

18 Village, we don't have that. And I don't think it's

19 fair for us, as individual trustees, to be out there

20 trying to fight any of this or get involved with

21 what's going on in social media or some of these

22 public comments that come forward. That's where I

23 would say these come from, social media and public

24 comment and going to forums where we're asked to

25 speak and community members ask you a question.

67

1 been informed as to when folks will be attending

2 remotely.

3 Does anyone have any issues with those

4 changes?

5 TRUSTEE NOBLE: Yeah. I would think if

6 you're going to include that in there -- and, first

7 off, going back to my comments from the last meeting

8 where I thought we -- black a white stuff, real

9 easy, facts and figures dealing with the District's

10 operations. And I didn't say the District's

11 operations, but that's where I have landed on.

12 I don't know if we need to put that in

13 there. If you want to put something there, it could

14 be along the lines of a trustee must reside in

15 Incline Village to be on the Board of Trustees.

16 Something like that. And that's a requirement.

17 CHAIR DENT: As far as a response?

18 TRUSTEE NOBLE: Yeah.

19 CHAIR DENT: Okay.

20 TRUSTEE NOBLE: Just keep it very simple

21 and -- because that is a requirement, it's black and

22 white.

23 CHAIR DENT: I like that. The new

24 proposed rumor slash statement, are you fine with --

25 rather than --

66

1 This idea was born from me when I was

2 asked to speak at a community member's house, and

3 started kind of jotting down, well, that's a good

4 question, don't know where you're coming up with

5 that, but let's try and address it.

6 I'll just start with the first one. One

7 thing I want to note on here for each one of these

8 items, it says "question." I don't want it to say

9 "question," I want it to say "rumor." That's what I

10 had when I originally submitted the board packet, so

11 that's what I would prefer it to be. Not all of

12 these are a question.

13 The first one, I changed the first one,

14 I'll just say that. Rather than addressing each of

15 the, like, say, rather than using Trustee Tonking's

16 name in this, I would rather say, "Are there

17 trustees that do not live in Incline Village?" I'd

18 rather say something like that, rather than be

19 pointed and actually name an individual trustee.

20 I first publicly addressed this, I want to

21 say three or four months ago, and we did it in a

22 meeting. We've heard the rumor since, so I feel

23 like it's important. And I would just say this

24 claim is false. All trustees live here. Some

25 travel for work slash vacation. And the Chair's

68

1 TRUSTEE NOBLE: I would think -- I

2 wouldn't do it so much as addressing rumors, but

3 what are the facts? Must a trustee live in Incline

4 Village in order to be on the Board of Trustees?

5 And the answer is yes.

6 So, I just don't want to get into the

7 rumor mill.

8 CHAIR DENT: Why?

9 TRUSTEE NOBLE: Well, actually -- no.

10 Because some of the fact and figures deal with

11 rumors, so I take that back. But I think keeping it

12 black and white, and there's no if ands or buts.

13 You must live in the community or you can't be on

14 the Board.

15 CHAIR DENT: Okay. Well, here's the

16 reason why I think it's important to add a little

17 bit more detail to this is we had a former board

18 member that, for two years, didn't show up to

19 meetings, and we -- Trustee Tonking was coming in

20 remotely to begin with, so that's why I'm saying

21 some of us work, some of us go on vacation, some of

22 us are going to attend remotely. And I feel like if

23 none of the -- if no one's informed of it, then I

24 feel like it's okay to just -- we're just going to

25 sweep it under the rug. But if someone let me know

69

1 that was going to be happening, so I'm saying, hey,
 2 this does happen from time to time. Board members
 3 don't attend. It's not a habitual thing. It's not
 4 going to be going on for years, but some members are
 5 not going to be able to attend every meeting in
 6 person.
 7 TRUSTEE NOBLE: So maybe put in there that
 8 trustees may participate remotely if they are unable
 9 to attend in person due to work or personal
 10 conflicts.
 11 CHAIR DENT: Okay.
 12 TRUSTEE TULLOCH: Didn't we actually pass
 13 a board policy on that, where trustees are, that
 14 coming in remotely, they need to be live, on video
 15 to ensure it's the same person. I know in the past,
 16 we have a former trustee that just kept a picture
 17 up, but now it's -- I think we passed a motion
 18 earlier this year that they should be on video.
 19 CHAIR DENT: Okay.
 20 TRUSTEE SCHMITZ: I think it's perfectly
 21 valid to say it is a requirement of a trustee. That
 22 doesn't really address the issue at hand and the
 23 rumor at hand. And it's not only come with this
 24 board; it's come up with past boards as well.
 25 And I think that putting some notation to

71

1 Trustee Dent will abstain from voting when and if
 2 any conflict of interest presents itself.
 3 I think we should broaden it a little bit,
 4 rather than to just -- I know there's an issue
 5 regarding my stuff, but to just leave it more at the
 6 Board level. And I would say: Trustees on this
 7 Board have not -- do not have any ethics violations
 8 or have not -- and have not properly -- or and have
 9 properly dis- -- and have not properly disclosed a
 10 conflict.
 11 So, do any trustees on this Board -- have
 12 any trustees on this Board violated ethics or not
 13 properly disclosed a conflict?
 14 Is that okay with changing that to make it
 15 more board-based? Because there's no ethics
 16 violations, that I'm aware of with any of our Board
 17 member, and, as far as I'm understanding, all of us
 18 have disclosed when there's been a conflict.
 19 MR. NELSON: I do think that before we
 20 make those types of statements, we may wish, in an
 21 abundance of caution, to get an ethics opinion from
 22 the Ethics Commission on that just to clarify that
 23 that type of disclosure wouldn't be seen as a
 24 personal benefit to a trustee that's outside of the
 25 ethics law itself.

70

1 say, we're addressing it, and here's how. Making
 2 people be on video and whatnot. But I do appreciate
 3 all of you not requiring me to be on video when I
 4 was recovering from surgery.
 5 CHAIR DENT: So, all trustees live in
 6 Incline Village, may attend remotely. Anything else
 7 to say on that item?
 8 MR. NELSON: Did you want -- I thought I
 9 heard there might also be a desire to have a
 10 reference to the policy about on-video attendance.
 11 CHAIR DENT: Are you taking notes on this?
 12 MR. NELSON: Yes.
 13 CHAIR DENT: So I don't have to. Great.
 14 All right. Does anyone have any issues
 15 with that if we adjust those changes? Okay.
 16 Moving on to item 2. Item 2, rumor, did
 17 Trustee Dent violate ethics or not properly disclose
 18 a conflict? So, I'll just read what's in here, and
 19 then I'll put: No. This is false. Both Nevada
 20 Ethics Commission, Secretary of State Office has
 21 confirmed Trustee Dent has correctly managed his
 22 disclosures, and there's no improprieties. The
 23 question circulated through the community for many
 24 years since first addressed publicly in 2017.
 25 And then I put in here: In the future,

72

1 CHAIR DENT: For the whole Board?
 2 MR. NELSON: Even for the whole Board. I
 3 think we would want to -- we want to be a little
 4 careful too because sometimes there may be
 5 investigations ongoing that we're not aware of or
 6 others that are working their way through. We
 7 wouldn't want to overstate it.
 8 CHAIR DENT: Good point.
 9 TRUSTEE SCHMITZ: On that point, I think
 10 it's -- might be valuable to have a notation or have
 11 a clarification that when specifically an ethics
 12 complaint is filed, the person for which the
 13 complaint has been filed has no knowledge of it.
 14 They have no knowledge until such time they
 15 determine that there actually was an ethics
 16 violation.
 17 So if something was submitted and they
 18 didn't rule on it, the person who has been accused
 19 has no knowledge of it whatsoever.
 20 MR. NELSON: To the extent that the Board
 21 wanted to do something like that, that talked about
 22 the process and clarify that, which is absolutely
 23 true, there would be no issues on the legal end at
 24 all.
 25 CHAIR DENT: I think that would be the

73

1 proper response. Yeah, you do not get notified by
2 the Ethics Commission unless there is an
3 investigation, that they decided they're not going
4 to be investing it, they don't notify you.
5 So, there could be plenty of ethics
6 complaints filed against us, and none of us ever
7 made aware of it until there's public comment about
8 it.
9 TRUSTEE TULLOCH: Full disclosure there as
10 well, there is no checking, there is no verification
11 or validation. People can file ethics complaints
12 with absolutely no evidence whatsoever. They can
13 file all sorts of frivolous complaints. There is no
14 checks or balances in terms of that. They can file
15 them, as you say, there can be violations filed that
16 are not violations, and there's no checks against
17 frivolous filings.
18 CHAIR DENT: Understood.
19 TRUSTEE SCHMITZ: To add to that, that's
20 why ethics complaints are not public records, so the
21 public can't go and say, show me every ethics
22 complaint that has been filed, because the risk of
23 potential slander, what have you, would be possible.
24 I think it's really worth doing a bit of
25 explanation about how the process works, and that we

75

1 Commission as far as an opinion on that for us, just
2 so we are informed, the community's informed as to
3 where line is, I think that could be helpful.
4 MR. NELSON: That's absolutely the Board's
5 prerogative, and we can get that request to the
6 Commission this week.
7 CHAIR DENT: I like the idea of making it
8 more general, though, for this purpose now, and I do
9 like the idea of learning more from our friends at
10 the Ethics Commission.
11 TRUSTEE TULLOCH: Just on that, Josh, I'm
12 not sure the Ethics Commission would give us
13 anything other than the process, referring us to the
14 process.
15 MR. NELSON: No. No. I think, Trustee
16 Tulloch, what I heard was to take the current
17 question that's proposed in the packet and tweak it
18 so it's not necessarily related to one trustee, but
19 then ask the Ethics Commission to opine on whether
20 we could, if we wanted to, put something like this
21 on an FAQ without it running afoul of the Ethics
22 Commission prohibition on IVGID resources for
23 personal or electionary purpose. They will weigh-in
24 on that stuff. It will be a very focused question
25 to them.

74

1 can state on the record that there -- whatever it
2 is, has there been anything that we are aware of?
3 Yes or no.
4 MR. NELSON: Yeah. And if the Board was
5 comfortable, I also think we may wish to link to the
6 Ethics Commission explanation of their process at
7 the end of the FAQ, just to provide additional
8 transparency for the public, because the Ethics
9 Commission is very explicit on all these points on
10 their website.
11 CHAIR DENT: I think that's a good point.
12 TRUSTEE NOBLE: Are we tabling this one
13 until we get guidance from the Ethics Commission?
14 MR. NELSON: I think I heard that the
15 discussion would be to, rather than go as currently
16 phrased, really more pivot to a discussion of the
17 process, and a reminder that individual trustees may
18 not even be aware of ethics complaints until there's
19 a determination by the Commission that they're
20 taking jurisdiction.
21 CHAIR DENT: To the point, though, it may
22 be valuable as far as where that boundary is for the
23 Board to be able to address stuff like that, or
24 individual Board members. I mean, if we took it how
25 it's written and we offered that up to the Ethics

76

1 CHAIR DENT: Anything else on item 2? All
2 right. Item 3, --
3 TRUSTEE SCHMITZ: I'm sorry. If this
4 language is, perhaps, going to stay in there, based
5 on public comment and now that I read it, it
6 shouldn't say "in the future" because if there was
7 ever anything in the past, you would have abstained,
8 and you didn't have a need -- this goes back to the
9 audit committee vote and that sort of thing. I just
10 think that by stating "in the future," it's sort of
11 looking like, well, maybe it happened in the past.
12 And I think wording it that way does open it up to
13 speculation. That's all.
14 CHAIR DENT: I'm fine with improving my
15 grammar. If that's more clear for everybody, then
16 I'm all for it.
17 Item 3, rumor, the District has a 30 to
18 40 percent employee vacancy rate. I put: No. This
19 is false. Current rate is 8.57 percent. I have an
20 email from human resources, and then we were making
21 a few hires and we anticipated that number going
22 down closer to 7 percent. There's 149 full-time
23 positions at the District, and we had 12 vacancies
24 when this was put forward. This is full-time,
25 benefited employees.

77

1 TRUSTEE NOBLE: And that's where, if we're
 2 going to address, I think it would be appropriate to
 3 have all the positions, so seasonal, full time, part
 4 time, everything we're currently hiring for, what is
 5 the vacancy rate of that? Because without that
 6 clarification, it's just a snippet but not a
 7 complete picture. I would think -- and it could be
 8 broken out that, year round, full time, here's the
 9 rate; seasonal full time, this is the rate; seasonal
 10 part time, here's the rate.
 11 If you wanted to have those broken out. I
 12 think it would be appropriate to have it broken out
 13 so we could have a complete picture.
 14 CHAIR DENT: I agree with you. And I had
 15 asked the question. This is also not high priority
 16 for HR to have worked through for us, but I did ask.
 17 And I think it's important, maybe, than
 18 what the vacancy rate is for the part time, it would
 19 be how are we trending with our hiring practices
 20 versus last year, because if we're at 30 percent
 21 this year or 40 percent, and last year we were at
 22 60 percent, well, then we're doing something better.
 23 I think it's important to understand where we are
 24 and where we're going.
 25 TRUSTEE TULLOCH: Yeah, I think in the

79

1 CHAIR DENT: Correct. I would agree. I
 2 don't think there's value add there. I don't see
 3 this list as being one and done, and we're not doing
 4 this. Like I said, as questions arise and there's
 5 comments out there, I think this is something we
 6 need to address and put it forward.
 7 TRUSTEE SCHMITZ: I think this is all
 8 really great discussion. And I think that we've
 9 identified something that, perhaps, should be in a
 10 monthly report to the Board so that we are aware of
 11 where are the challenges and whatnot and how are we
 12 trending to next year?
 13 So, perhaps, our director of HR might be
 14 able to put together some sort of just a monthly
 15 report for us. And if there are any statistics to
 16 refer to, like the US labor index for Western
 17 Nevada, to sort of compare how we are doing compared
 18 to our regional area. I know those statistics are
 19 out there. I don't know if they're broken down to
 20 the level of seasonal and full time and whatnot.
 21 I think that would be helpful for all of
 22 us to know and be informed, as well as the community
 23 be informed. So if it's not too burdensome, I think
 24 that would be a great monthly report.
 25 CHAIR DENT: Any other discussion on item

78

1 part time and seasonal, it's very difficult to do
 2 because, for instance, ski is probably starting to
 3 advertise now for winter staff, and you could be
 4 showing one hundred vacancies, they're not really
 5 vacancies until late November.
 6 I think you've got to be very careful with
 7 seasonal ones. Most of the resorts are now starting
 8 to advertise for staff already. I mean it's -- to
 9 then turn and say, well, look, we've got a hundred
 10 vacancies here at Diamond Peak, well, no, they're
 11 not vacancies at this stage. They're adverts, but
 12 they're not vacancies.
 13 CHAIR DENT: That's why I was saying as
 14 far as comparing to where we are at the same time
 15 the year prior.
 16 TRUSTEE NOBLE: Then maybe to break it out
 17 even more, summer seasonal, winter seasonal, because
 18 summer seasonal is directly relevant right now. Do
 19 we have enough lifeguards, do we have enough golf
 20 personnel to be operating -- running our operations?
 21 I wouldn't even report winter seasonal
 22 until it's time or -- it makes no sense to have
 23 winter seasonal right now or if you do, show at zero
 24 and have an explanation, we don't even -- operations
 25 don't start until December X.

80

1 3? All right.
 2 Item 4, rumor, the Board's intending to
 3 privatize the venues. I put: No. This is false.
 4 The Board has never had these discussions or
 5 strategy to privatize the venues. The Board
 6 directed staff through the budget process to reduce
 7 budgets and stop the over-budgeting. The goal is
 8 truly to understand what is needed for operations
 9 and capital, and the Board views the venues as an
 10 asset to the community and to property values.
 11 TRUSTEE TULLOCH: Yeah, this is a very
 12 important one. I think it's unfortunate that an
 13 ex-chair of the Board is pushing this rumor,
 14 specifically, accusing me of wanted to privatize
 15 everything. I challenge ex-chair Callicrate to come
 16 up with anything on the record that I've said about
 17 privatizing venues. If he can, I'll put a hundred
 18 bucks to a charity of his choice.
 19 TRUSTEE SCHMITZ: I think it would be good
 20 to understand what privatizing even means. I mean,
 21 is this meaning that we are intending to outsource?
 22 What does that mean? I don't know. I don't know
 23 how this word ever came about because we've not
 24 talked about outsourcing, we've not talked about --
 25 I don't know what this -- where this came from, what

81

1 it means, and how it ever became an objective of
2 this Board. I have no idea.
3 CHAIR DENT: I would agree. I would say
4 maybe we define privatizing in the response
5 somewhere. I think that could be helpful, because I
6 don't know. I was just asked this question. I have
7 never made a comment about privatizing, but I don't
8 know what that means.
9 I know past boards have privatized the
10 golf courses and brought in an outside source to run
11 them, but that's not something this Board's
12 discussed with any of the venues.
13 All right. Any other discussion on this
14 item? Okay.
15 Number 5, rumor, the Board changed or is
16 changing the model. No, the model is not and has
17 not changed. The model is for all community service
18 venues, including Diamond Peak, golf courses,
19 Recreation Center, and the Tennis Center to be
20 funded through the venue charges for services and,
21 if needed, the recreation fee assessed to the parcel
22 owners on an annual basis. The profits from one
23 venue help support the operations of other venues.
24 This is how it's been done historically.
25 I learned about the term "the model" when

83

1 Rec Center supporting itself, that's unrealistic.
2 The Tennis Center. We've never talked about each
3 venue supporting itself. We've talked about
4 community services as whole, which, to me, the
5 venues as a whole, it's a portfolio of venues, and
6 they all have value. We need to take care of all of
7 them. Some, we can charge like at Diamond Peak, the
8 charges for services result in substantial profits.
9 But if we -- if that doesn't make sense in
10 other places, we have never stated we want every
11 venue to be self-supporting and self-funded.
12 CHAIR DENT: I'll make one note, because
13 as you were running through that, I had a thought,
14 and I would say we change the model, maybe, from the
15 standpoint of taking parks out of the community
16 services fund and moving to the general fund. I
17 guess, maybe that's changing the model.
18 TRUSTEE NOBLE: For the past few months
19 looking at golf, there was an inordinate amount of
20 discussion about making sure that operations were
21 fiscally prudent and are the rates correct and need
22 to -- because golf has got to, essentially, be
23 holding its own. And we know that the Rec
24 Center and the parks and the skate park, bike park,
25 everything else can't. But there has been

82

1 I came back from vacation at the end of April or
2 March, when we were talking about golf. And I had
3 no clue what everyone was talking about when we were
4 getting all these emails about the model changing,
5 because all I asked for was a deep dive into the
6 costs and the revenues at golf to help us understand
7 how we're doing and how we can do better.
8 And so that's my only experience with this
9 term "the model," and it came from asking about
10 over-budgeting at venues and a deep dive into our
11 financials to understand what's going on. And
12 through that process, we learned that we were losing
13 a thousand dollars at day, now \$900 a day, at The
14 Grill for last year, and \$1,000 the year before.
15 So, I think it was an important process.
16 Does anyone want to comment on the model
17 or try and define what the model is? Because that's
18 all I know about the model is it came up regarding
19 golf.
20 TRUSTEE SCHMITZ: So, I wrote down during
21 public comment, because I am trying to understand
22 what this a changed model is. And I wrote down:
23 Comment, change the model that each venue was to
24 support itself.
25 We have never talked about -- I mean, the

84

1 discussion on the Board at least with some venues
2 needing to pick up the slack, that's perceived by at
3 least some Board members, and start paying more.
4 And that's where -- I keep going back -- I
5 think these -- trying to chase after these
6 rumors and address them FAQs, I think we're starting
7 to get down that rabbit hole of -- the last one,
8 what does privatize mean? This one, what does the
9 model mean? We're chasing after something that
10 isn't concrete and anybody can point to, and I don't
11 know if that's actually appropriate to be trying to
12 address in the FAQs.
13 TRUSTEE TULLOCH: I'm glad I'm not the
14 only one that's struggling to find this mythical
15 model. I can't find any reference to it in any of
16 our documentation or policies anywhere.
17 In terms of increasing charges at venues,
18 I think what this Board has tried to do is implement
19 the pricing policy passed by the previous board in
20 May 2022, as I recall. In terms of golf, we've
21 tried to do that.
22 I think it's -- we've also been -- some of
23 us have been accused of suddenly introducing the
24 pricing pyramid. I've never actually heard of the
25 pricing pyramid. I believe ex-general manager

85

1 Winquest actually introduced that several years ago.
2 I don't think the Board has ever discussed in terms
3 of where different venues should appear on the
4 pricing pyramid, if we still want to keep the
5 pricing pyramid in terms of that. I may be missing
6 that.

7 But, yeah, I think this -- to me, this
8 is -- if somebody can point me to the model or show
9 me where the model is documented and whose model
10 this is. Is this the model that's used to sell
11 things? Is it some model that's used for fiscal
12 responsibility? What is it? Which model is it?
13 I've yet to find any description of the model
14 anywhere in our policies and procedures.

15 TRUSTEE SCHMITZ: I think you're correct
16 in that with golf, it has been discussed for the
17 past two years of to accomplish the pricing policy
18 as it relates to revenue per round, for rounds of
19 golf.

20 We've not talked about capital
21 improvements, we've sort of accepted the fact that
22 capital improvements, while we haven't come on the
23 record and said we're all fine with subsidizing
24 capital improvements for the golf courses, our
25 actions have done that. We've been fine with it

87

1 this, certain things are here. The Rec Center's
2 here. The Tennis Center's there. So that we do
3 have some element of standardization.

4 But the intent isn't to change; it's just
5 to bring clarity and to bring acknowledgement to
6 what it is that we're doing and how is it that we're
7 doing it.

8 But it all ties back to the pricing policy
9 that was implemented. And I think it's critically
10 important to get these things clarified, because
11 when we have people coming and saying you're
12 changing the model, and us are sitting here going,
13 what is the model, somebody tell me what this model
14 is, I think it's critically important in order to
15 have common understanding and common language
16 between the Board and the community.

17 And if we can't address the issues, then
18 we will never bridge that communication gap. And we
19 have to bridge that communication gap because we are
20 here to serve the community, and the community
21 deserves to know how we interpret things and what
22 our intentions are and how we're seeing things.

23 I think it's absolutely critically
24 important that we have this kind of information for
25 the public.

86

1 because we value the asset. The assets needs to
2 maintained. But we have the pricing policy that was
3 implemented, and we've been monitoring to that.

4 The thing that I discovered when we went
5 through the budgeting process is while we spent time
6 talking about that at great length, relative to
7 golf, we didn't really touch on it for the other
8 venues.

9 I will tell you, though, that when I was
10 working with Director of Finance Navazio, and we
11 were looking at the charts and the numbers about the
12 Mountain Course, and I said, you know, in years
13 past, the community has said they view the Mountain
14 Course as truly a community asset.

15 So, we actually were doing the
16 calculations to say what amount of subsidy is being
17 put here, and it was atop of the pyramid, it was
18 that, like, 33 percent.

19 So I said, okay, now we have a good
20 explanation. We're still tied back to that pricing
21 policy and the pyramid.

22 But I think as we go forward, I think we
23 should put on the long range calendar to discuss
24 that pricing pyramid, and say, do we want to target
25 and say, gosh, you know, certain venues are like

88

1 TRUSTEE TULLOCH: Yeah. I'm glad I'm not
2 the only one who couldn't find the model. I think
3 that's absolutely correct because every venue user
4 wants to see their venue be a little bit higher up
5 the subsidy chart in terms of that. And, yes, some
6 venues do that.

7 We've also been guilty as a Board. We've
8 made some changes to pricing policy. I seem to
9 recall when we suddenly introduced something that
10 pass holders should be 50 percent of non-pass
11 holders and things like that.

12 Just also to correct the record that was
13 made in public comment: I actually voted against
14 the pricing increases at Diamond Peak. Just to
15 clarify the record.

16 CHAIR DENT: Okay. Do we need to define
17 the model in this process? I mean, I'm still -- I
18 asked for budgets to be cut during the whole budget
19 season, not for expenses to be cut. So, if we were
20 over-budgeting, which was making us seem like we
21 needed more money then we actually needed, and then
22 at the end of year we always had a lot more money
23 that went into our reserves and now we have
24 \$18 million in the one reserve only because we
25 over-budgeted, so we were over-collecting. So,

89

1 maybe if over-collecting, over-budgeting is the
2 model, then maybe we change the CS, we change the
3 model because we're not over-budgeting. I don't
4 know.

5 Do we define what the model is somehow? I
6 do think it's important to address because we're
7 going to have someone come up here next meeting, and
8 they're going to rattle on one of these again. And
9 I think it's important for us to at least have a
10 discussion around all of these because if -- I don't
11 know what it is. I asked the former general manager
12 what it was when I came back from vacation. I was
13 gone for ten days. I had no clue. I asked him what
14 he did. I said, "What did you do? You really upset
15 the community. What did you guys do? This model,
16 what is it that everyone's talking about?"

17 And then I walked in and we had lines out
18 the door for public comment about some model I had
19 never heard of. I think it's an important thing to
20 discuss because, don't know what it was, but all the
21 script writers, they put the same word in their
22 script, and that's how we learned about this.

23 So I think it's important to at least
24 address this and do it, maybe, in a way that this is
25 our understanding of what people think the model is,

91

1 and what we implement and stuff.

2 The problem is, again, you guys are going
3 down this rabbit hole that it's -- no matter what
4 you put in here, it's going to be just as bad or if
5 not worse people coming back and just saying you're
6 deflecting off of this. I don't envy anybody trying
7 to address this, I just don't know if this is an FAQ
8 on a government agency's website dealing with stuff
9 on this that is out there, I don't know if this is
10 actually the appropriate venue for it.

11 CHAIR DENT: Okay.

12 TRUSTEE TULLOCH: I'll disagree with
13 Trustee Noble. It's not so much going down a rabbit
14 hole. In recent months, recent weeks, there's been
15 lots of public comment made and accusations made
16 that people are making public comments and the Board
17 is not responding to them.

18 I mean, just to clarify the process, you
19 know, sitting up here, listening to public comments
20 and hearing outright untruths coming out and having
21 to -- I'm not very good sometimes at holding my
22 tongue on some of these things, but I have to bite
23 my tongue on some of these things. The Board can't
24 respond to public comments. Public comments is one
25 way.

90

1 and if you --

2 Dave, if you have a little bit more
3 context to it, please, because I truly do not
4 understand what this is.

5 TRUSTEE NOBLE: I think you need to -- I
6 still don't think we should be addressing this
7 because it is all over the board. But I think
8 pricing policy and how the Board has addressed
9 pricing this year is probably -- and show what the
10 Board has done different from years past and how
11 that pricing policy has been applied to the budget
12 this year.

13 CHAIR DENT: We didn't have it in years
14 past.

15 TRUSTEE SCHMITZ: We did last year.

16 CHAIR DENT: Oh, okay. How this board
17 followed the pricing policy compared to last year's
18 board, because we didn't have it before that, I
19 guess is what I'm getting at.

20 TRUSTEE NOBLE: I wouldn't do a compare
21 and contrast, because you're going to get -- it's
22 just going to come right back. Again, you've got to
23 tie it right to what has the Board done? And so
24 here's what we did at Diamond Peak, here's what we
25 did with golf with regards to the pricing policies,

92

1 But, to me, this to a good effort to
2 respond to that, a request was made in some of these
3 public comments, why are you not responding to all
4 those things we're asking, and this is a good
5 attempt to do it.

6 Yes, it's going to be a rabbit hole,
7 because people view information different ways. I
8 mean, the common term is "malinformation." To me,
9 there's no malinformation; there's information out
10 there. Critical thinking, you can make you own
11 decisions on whether information is true or not.

12 I think it's appropriate for the Board to
13 answer some of these things. It's like all these
14 alligations out there, particularly the one we just
15 discussed, the privatization, that somehow we're
16 going to privatize everything. I think that is only
17 come from two proponents of Mr. Wright. The only
18 people I've heard referring to that on the record
19 are Mr. Callicrate and Mr. Riner.

20 CHAIR DENT: Okay.

21 TRUSTEE SCHMITZ: To Trustee Noble's
22 point, I think we should add a number 14, and I'm
23 not exactly sure, but it might be something to say
24 the pricing policy and the implementation of the
25 pricing policy.

93

1 And I think as it relates to this question
2 about that model, back to Trustee Noble's point, I
3 think the way at which we should approach this is to
4 say, as a board, this is how we understand the
5 model. We understand it as community services,
6 we're seeing things as an entire venue of
7 recreational amenities, and that there has not been
8 a goal or objective to try to make venues
9 self-sustaining. The big picture is community
10 services. It's the basket of venues.
11 So, I think to address Trustee Noble's
12 point or concern, is to say if we just say, as a
13 board, this how we are defining the model, because
14 we don't know what somebody else's model is. I
15 don't know. But I know that, from my perspective,
16 the model is that community services as a whole
17 helps to sustain each other's venues.
18 CHAIR DENT: That's a good point. This is
19 really nothing more than a feedback loop that we
20 don't have. We don't have a way to get information
21 back to everyone in the community this way. And I
22 think addressing some of these things, maybe by us
23 defined what the model is, we realize what the model
24 actually is, because they're going to say no, no,
25 no, this is not the model, this is the model. And

95

1 written, how staff was administering the policy, and
2 we found out that how things were being administered
3 weren't meeting how the ordinance was written. And
4 so corrective action was taken to protect property
5 rights.
6 So the way staff was administering the
7 policy -- or the staff starting administering
8 Ordinance 7 per the policy. And because it was --
9 let's just say because our special legal counsel is
10 the one that wrote Ordinance 7, we asked them for
11 clarification on that. I don't think it's our job
12 to get involved in that, and I think, especially
13 when it comes to the beaches, we need to make sure
14 we are doing that correctly.
15 Are there any changes with this item or
16 comments on this item?
17 TRUSTEE NOBLE: I'd be -- this would
18 probably be more appropriate at the next meeting,
19 but the incident with Trustee Schmitz contacting the
20 front desk, inquiring about her neighbor's property
21 in the LLC, the 5/19/23 incident that we were made
22 aware of, this is -- gets to be a bit of a sticky
23 wicket. What you said with regards to the --
24 language underneath is correct, I don't know if the
25 question is necessarily the right question.

94

1 then you go, okay, well, let's talk about that
2 because didn't know what that was.
3 I think it's important, very important.
4 Okay. Any other discussion on this item?
5 Next time, number 6, the rumor is this
6 Board is interfering with LLCs and corporations
7 obtaining their recreation cards.
8 No. This is false. May of 2022, the
9 previous board approved changes to the ordinance
10 with a 5/0 vote. There was confusion by staff with
11 implementation of the agent's assignments for LLCs
12 and corporations, which was discovered in May of
13 this year. Staff and District legal counsel
14 requested input from special legal counsel, and this
15 delayed card issuance by roughly two weeks. The
16 issue was resolved and staff started administering
17 the rec privileges per Ordinance 7. The agent
18 assignments were implemented to remove staff from
19 being a concierge's service to the entities in a
20 similar manner to the changes made to how cards are
21 issued for timeshares.
22 So, there was some confusion with folks
23 getting their passes earlier this year. All we did
24 was put a pause in that process so our special legal
25 counsel could weigh-in on how the ordinance was

96

1 I think it would be better that, you know,
2 trust -- anything other your traditional family tree
3 because there was a delay, and anybody that had a
4 trust -- any trust, corporation, LLC, there was --
5 why was there a delay in the issuance of punch cards
6 in May and early June? That would be the question,
7 I would think, because a lot of -- what? -- 75
8 properties at least, and then we were told that
9 anything in a family trust was not going to be
10 issued punch cards, but then it was clarified
11 through legal counsel.
12 So as far as interfering with LLCs and
13 stuff, that's exactly what Trustee Schmitz was
14 trying to do with her contacting the Board -- the
15 front desk on May 19th, according to the complaint
16 that we got from personnel.
17 MR. NELSON: I don't want to get into the
18 specifics of that complaint. I think Trustee
19 Noble's point is -- I mean, I think we could modify
20 the question along those lines, and then it probably
21 would fit with the answer.
22 CHAIR DENT: Yeah, I mean, there was
23 nothing that --
24 Josh, correct me if I'm wrong, but there
25 is nothing that this Board did to do anything to

97

1 trusts. We did not put trusts issuance on hold for
 2 anybody.

3 MR. NELSON: I think that that issue isn't
 4 really in front of us today, so I don't really want
 5 to spend time getting into it. I think if we were
 6 to modify the question is why was there delay in
 7 issuing punch cards for entities for those
 8 two weeks, as drafted, would answer that question.

9 TRUSTEE TULLOCH: I mean, just to clarify
 10 this. I mean, this reads like there's delay in all
 11 the punch cards. There was only a delay for LLCs
 12 and trusts. I can't understand why there was a
 13 delay in trusts since we discussed with special
 14 counsel, and I actually specifically asked the
 15 question, and we're told by special counsel, no,
 16 there was no restriction on trusts. It was only the
 17 LLCs there were some questions over.

18 MR. NELSON: I don't have my notes in
 19 front of me. We can go back through the timeline,
 20 and if that clarification is warranted, we can
 21 certainly clarify that when this comes back.

22 CHAIR DENT: Yeah, it was LLCs and
 23 corporations, no trusts. That was some
 24 miscommunication that happened.

25 Any other discussion on this item? Okay.

99

1 their properties as much, it may not be as valuable.
 2 Again, this gets into that sticky wicket
 3 of -- I can see arguments on both sides. No, it
 4 doesn't lower property values. Well, here's an
 5 example where it does. So, I just don't think this
 6 is something we should get into.

7 Property rights, I think, is different.
 8 Property values is another thing. And then people
 9 can come back and say, well, by lowering the rec
 10 fees, it indicates that you are not making the
 11 investments that are necessary to keep our
 12 facilities at a certain standard, and so that,
 13 overall, is reducing the value of our properties.
 14 That's another argument that could be made.

15 So, that's where I'm seeing both sides of
 16 it, and I just don't think that's one we want to get
 17 into. It's not black and white, there's gray.

18 CHAIR DENT: Sounds good. What if we
 19 tweak the question a little bit?

20 MR. NELSON: I was thinking that. It
 21 seems like, maybe, the intent of the answer here is
 22 really to focus on why the Board lowered the rec
 23 fee. And I think if we were to, maybe, set the
 24 question up that way, and then tweak the answer to
 25 make that explanation, that might avoid that issue.

98

1 Item 7, does lowering the beach fee/rec
 2 fee lower property values? I don't know how there's
 3 a correlation with that. But I put: No. This is
 4 false. Elimination of the rec and beach fee is not
 5 lowering property values. It has no impact on
 6 property values. It's purely a standby service
 7 charged, and the amount is projected annually to
 8 fund the venue operations capital improvements. The
 9 funds are not needed and, therefore, to comply with
 10 NRS statutes, we eliminated -- excuse me -- Nevada
 11 Revised Statutes were eliminated, resulting in a
 12 savings of \$325 on the Washoe County property tax
 13 bill.

14 Any questions, comments on this item?

15 TRUSTEE NOBLE: So I was trying to think,
 16 hypothetically, how this could lower property
 17 values. And if you had -- if somebody had an
 18 investment property they were using as an Airbnb,
 19 and last year they were able to get X number of
 20 punch cards and they were worth \$160 each, something
 21 like that, then for their guests, they can provide
 22 beach access to more guests. This year with it
 23 being reduced to \$91, there are less guests that
 24 they can use their punch cards for to get in there.
 25 So in that respect, they may not be able to rent

100

1 CHAIR DENT: I think one important --
 2 like, the previous board asked for a whole committee
 3 to be -- to evaluate this process. There's no
 4 surprise that the rec fee dropped this year.
 5 Previous boards knew the rec fee was going to drop.
 6 We knew that. We didn't have any -- I guess, we
 7 didn't have the results. The entire Board was in
 8 favor of lowering the rec fee. I think there was a
 9 discussion of, do we lower it by \$100 more or not?

10 I think from that standpoint, adjusting
 11 this a little bit to add a little bit more clarity
 12 could be helpful.

13 TRUSTEE TULLOCH: I'm going back a little
 14 bit, but didn't we have huge reduction in the
 15 facility fee in 2008 to 2010 to 2011? I don't
 16 believe we did, but we saw huge reduction in house
 17 prices in the Village. We've only recently started
 18 to see a resurgence in house prices in the last
 19 couple years, the COVID years have huge, making huge
 20 additions to property values.

21 I think in terms of Trustee Noble's
 22 comment, what might happen with an STR, we're not
 23 actually meant to be using the beaches for
 24 commercial purposes, and, effectively, that's what
 25 an STR of the one additional passes is doing. I

101

1 think it's a bit of a stretch.
2 I think the claim has been made in public,
3 made in public comment that, oh, somehow we're
4 impacting property values. The reality is property
5 values are what property values are going to be.
6 They reflect the general economy. The property
7 values are dropping at the moment, and houses are
8 hard to sell. It's probably more related to
9 7.5 percent mortgage rates than a reduction in the
10 beach fee and the punch card value.
11 I think it's also important to add that we
12 have fully funded the capital program with the
13 changed rec fee. The rec fee is not -- reducing the
14 rec fee has not removed stuff from the capital
15 program. We've still fully funded all the capital
16 projects.
17 CHAIR DENT: One thing that, and it goes
18 back to your comment, I thought of and this might be
19 as we tweak this question, legal counsel, that we
20 also address this. We're just following the
21 splitting rec fee by one-fifth. It's been going on
22 forever. So that's why the values are \$91.
23 Why the previous board decides to make
24 the, you know, what you can use your, say, your
25 punch cards, \$100, \$1,000, \$500, it really doesn't

102

1 matter. The process has just been in years past,
2 and that's how the ordinance is set up. I think it
3 says something along the lines of it's typically
4 one-fifth of the fee that's past.
5 So next year, we can have staff look into
6 this, dive into it, give us a recommendation, and we
7 can set everybody's punch card value to \$500 or \$800
8 or really it's arbitrary. That number is -- the
9 number, the dollar amount that we're actually
10 charging and need is what really matters at the end
11 of the day.
12 TRUSTEE NOBLE: This is where I think you
13 need to tie these FAQs back to the Board decision.
14 Board set the fee at this, and this is how we got to
15 this calculation, this is why. It's the result of
16 this and why you're seeing this.
17 Trying to play Whack a Mole with various
18 rumors and innuendos and stuff, well, the Board did
19 this for this reason or that for that reason, it
20 will be never ending. But if you stick to your guns
21 and say, this what we did, this why we did it, and
22 leave it at that.
23 CHAIR DENT: I think that's a very good
24 thing to do when we can. I think some of these are
25 a little bit not as easy.

103

1 TRUSTEE SCHMITZ: I don't have a problem
2 with the question because it has -- it is the
3 question -- or it is the issue that has been brought
4 up, and especially from the Board of Realtors.
5 But I think that we really can't answer
6 that question at all to say it is true or it is
7 false, because to use Trustee Noble's example, that
8 might be one that would say, oh, it's having a
9 negative impact.
10 The other thing I'm hearing is our
11 community members are thrilled with the ability and
12 the enjoyable use of our beaches, not only about
13 last year, but even more so this year. So, does
14 that increase the value?
15 I don't think there's just one answer. I
16 don't think we should say it's true or it's false.
17 We should say it's -- I guess it depends. But the
18 lowering, it is not reducing our investment our
19 assets, it's not doing that, and whether it
20 increases or decreases a property value, I guess
21 that's up to individual interpretation.
22 TRUSTEE TULLOCH: Yeah, I agree with that.
23 I think the important point to make here, I think we
24 need to add to this is that we've fully funded the
25 capital program with the reduced rec fee. We've

104

1 not, as it's been claimed in public comments, not
2 cut projects for anything for that. We've actually
3 funded the approved projects.
4 I think with regard property values, as
5 Trustee Schmitz and Trustee Noble says, it's pretty
6 objective. I think property values are driven much
7 more by the general economy and interest rates. I
8 don't have a dog in the fight. I'm not trying to
9 sell something, so I'm not going to make claims one
10 way or another whether it's impacting property
11 values. It's not property values of what they are,
12 it's what the buyer's prepared to pay and what the
13 seller's prepared to accept.
14 CHAIR DENT: Any other discussion on this
15 item? Okay. I think we got some good feedback on
16 that, so thank you.
17 Moving on to rumor number 8, the reduction
18 of the value of the punch cards is infringing on
19 property rights. No, it has no impact on or changes
20 to property rights. It's purely a function of the
21 rec fee and the beach fee, beach fees needed or not
22 needed, to fund the venue operations and capital
23 improvements.
24 So, I think Trustee Schmitz, this goes --
25 it's a little bit more to us providing some

105

1 examples.

2 TRUSTEE SCHMITZ: One of the things that

3 the Ordinance 7 committee was trying to do with

4 their recommendations that they brought to the Board

5 last year is to ensure there is some equality with

6 every parcel, that every parcel has the same access

7 and the same rights. And, to me, this is just more

8 of the same. Everyone is being treated equally, so

9 it's not infringing on rights. Everyone has the

10 same equal rights. And I think that was the real

11 push and one of the major deliverables out of the

12 Ordinance 7 committee last year.

13 CHAIR DENT: Any other comments on this?

14 TRUSTEE TULLOCH: Yeah, I think we can

15 also add in here that the punch card is basically

16 one-fifth the fee, there's been no change there. In

17 fact, for those that don't use the punch cards, I've

18 heard a lot of feedback within the community, not

19 from the vocal people necessarily, but lots of

20 feedback from the community thanking us for reducing

21 it, because there's a large percentage of the

22 community that don't get to use their punch cards.

23 They've been paying for them, but they don't get to

24 use them.

25 So, I've heard lots of thanks for reducing

106

1 the fee.

2 CHAIR DENT: Maybe it's important on here

3 to mention how you go about bringing in a guest to

4 the beach, and do you need a punch card for doing

5 that, because I think that's important. I had a

6 call today with somebody, and they said, well, you

7 know, because they don't have punch cards, they

8 can't take anyone to the beaches. And I said,

9 that's not true. You can stand there at the gate

10 and bring in your 15 guests per pass holder every

11 day.

12 This is just, once again, arbitrary value

13 that was set, and we've been following previous

14 board's practices in doing that.

15 I look forward to having more information

16 on both of these next year so we can do what's --

17 you know, improve upon and make sure that we're

18 doing what's right when it comes to these.

19 Anything else on number 8?

20 TRUSTEE TULLOCH: To clarify, something

21 that's made in public comment when somebody claimed

22 we're absurdly high entrance fees to the beach, the

23 entry fees to the beach were set by the previous

24 board. And just to correct the math where it was

25 claimed you could hardly get three entrances to the

107

1 beach, if the punch card's worth \$91 and the

2 entrance to the beach is \$16, you can get at least

3 five entrances per punch card.

4 CHAIR DENT: All right. Anything else on

5 number 8?

6 Moving on to rumor number 9, the Board

7 sets golfs rates. Yes. How are they formulated and

8 recommended to the Board? By the Director of Golf,

9 except for the All You Can Play Passes in 2023.

10 Staff conducts analysis and formulates rate

11 recommendations for the Board's consideration.

12 To your point, Trustee Noble, this item, I

13 think it is important to go and reference, say, on

14 this date, this happened. Here is a link to the

15 meeting on 5/13, where this decision was made. And

16 then folks can go look up the live stream or the

17 meeting minutes to dig into this further if they'd

18 like to.

19 Do you have something to say on this item?

20 TRUSTEE NOBLE: This one, I think it would

21 be good to have the history on it, because when

22 Mr. Howard initially brought it, he just had the

23 percent increase on last year's rates. He was given

24 direction, no, go back and propose your original,

25 what you proposed a couple years ago, the 10-, 20-,

108

1 30-, 40-Play Pass, while eliminating All You Can

2 Play Passes.

3 And he brought that, then were was

4 discussion about bringing back some All You Can Play

5 Passes, and eventually we got to sort of a hybrid of

6 that.

7 And so I think it's good, yes, staff

8 brings proposals, but a lot of times, those

9 proposals come to us because of Board direction,

10 they're not just bringing these without any type of

11 direction or influence from one or more Board

12 members, and usually, hopefully, it's all of us

13 giving direction to staff.

14 So, again, the nuance of that, I think it

15 just needs to be -- I don't -- when we approve

16 something, that's on us now. We own it. And staff

17 can recommend it, but, I feel like, most times,

18 they're trying to, until they make that

19 recommendation, get direction from us on what we

20 want to see.

21 CHAIR DENT: Would you go back to, not

22 just the meeting where they were approved, but maybe

23 a couple prior meetings? Is that what you're

24 referring to?

25 TRUSTEE NOBLE: If you're going to do it

109

1 -- and look at this year as an example -- you've got
 2 to show the progression on how we go to what we did.
 3 If you want to be clearer on the ultimate rates that
 4 were set, it was a process, and it wasn't just one
 5 time, staff brought it, the Board rubber stamped it.
 6 No. Something came to us, we told them to go back,
 7 they brought something forward, there was more
 8 discussion, they went back, we came back again, we
 9 tweaked it some more. Sort of like the cancellation
 10 policy.
 11 But it's more nuanced than just what's
 12 stated right there.
 13 CHAIR DENT: Okay. I guess I'm just
 14 trying to understand that. Like, how deep we want
 15 to dive into this, because the question is: Does
 16 the Board set golf rates? And the answer's, yes,
 17 ultimately.
 18 TRUSTEE NOBLE: You could just say yes.
 19 But I think if you're going to give an explanation
 20 -- sorry.
 21 CHAIR DENT: Let me just finish real
 22 quick. Because my point is, with this, yes, we did
 23 say, hey, go back and go to golf committee's
 24 recommendations that were brought forth to last
 25 year's board, bring those forward to us, because

110

1 this is what the golf committee worked on with
 2 staff, and let's look at that because I know that's
 3 what staff wanted to implement last year.
 4 This that how -- we just want to get a
 5 little bit into the weeds with it that way? Because
 6 I understand some of this changed, but as far as,
 7 like, the -- I think we went with the director's
 8 recommendation as to the overall rate increase.
 9 It's not we were in the backroom with our
 10 calculators trying to -- I don't know what that is.
 11 I don't want to even try to understand what it is.
 12 He's bringing it forward, he says that's what he
 13 recommends, that's what we went with.
 14 I know we got a little goofy with the All
 15 You Can Play Passes, and we were kind of winging it
 16 on the fly with calculators out, and that did
 17 happen. But for the most part, I feel like, yes, we
 18 do do that, with the exception of the All You Can
 19 Play Passes, we did take a different approach to
 20 that.
 21 TRUSTEE TULLOCH: Yeah, I think for
 22 clarification and to Trustee Noble's point, when the
 23 staff came with the initial proposal, it failed to
 24 comply with the pricing policy, and that was one
 25 reason we asked them to go back and revisit that,

111

1 and also revisit the golf committee recommendations.
 2 I think with regard to the All You Can
 3 Play Pass, yes, the -- in the final proposals that
 4 came to the Board eliminated the All You Can Play
 5 Pass. Certainly at least a couple of trustees,
 6 myself and Trustee Tonking, actually been -- put
 7 forward the motion to restore some form of the All
 8 You Can Play Pass, responding to public input and
 9 request for that.
 10 If we're going to try and explain the
 11 whole thing, we need to make sure that we explain
 12 all of that in terms of how it goes.
 13 But the original proposal that came,
 14 pricing proposal that came, didn't -- failed to meet
 15 the pricing policy and left a very large deficit in
 16 comparison to what the pricing policy represented.
 17 I think it's incorrect to say the Board sets the
 18 rates. The Board approves the rates. The Board is
 19 not setting the rates, the Board is approving the
 20 rates in terms of that.
 21 TRUSTEE SCHMITZ: Good point. Except for
 22 the All You Can Play Pass. And staff has been
 23 recommending removal of the All You Can Play Pass
 24 for the past two seasons, and so it's -- that's the
 25 one the Board literally set the rates on, was the

112

1 All You Can Play Pass.
 2 TRUSTEE TULLOCH: Correct.
 3 CHAIR DENT: Any other discussion on this
 4 item?
 5 All right. Number 10, was the golf
 6 cancellation policy created by the Board? No.
 7 There's been a cancellation policy for several
 8 years. In 2023, with the elimination of the
 9 reservation fee, the cancellation policy was
 10 modified from three days to five days.
 11 I put in here, since we just did have
 12 action last week on this that at the 7/6 meeting,
 13 the Board reverted the policy back to the prior
 14 policy of three days.
 15 Does anyone have any issues with those
 16 changes?
 17 TRUSTEE NOBLE: So I would, again, provide
 18 some historical context that previous to this year,
 19 it was 72/48. The Board this year changed it to
 20 120/72 or 120/48, whatever it changed it to, and the
 21 reason why we changed it. Because there was a --
 22 eliminated the \$10 pre-booking fee, and there was
 23 concern that there may be some abuse as far as
 24 making reservations. Once a few weeks had gone by,
 25 that was not a concern. It was brought back, and

113

1 we -- the Board reset it at the old cancellation
2 terms.
3 CHAIR DENT: So just a little bit more
4 information that's in there and reference the
5 meeting?
6 TRUSTEE NOBLE: Again, to provided a
7 context and explain why the Board did what it did.
8 CHAIR DENT: Okay.
9 TRUSTEE TULLOCH: I agree with Trustee
10 Noble in terms of that. That was the director of
11 golf that set himself some extremely high targets,
12 and we're, as a board, we're concerned that with the
13 removal of the reservation fee, it could be very
14 difficult to actually get short notice to start
15 filling -- if people made block bookings, it could
16 be very difficult to actually fill some of these
17 things at fairly short notice, and that's why it's
18 there.
19 I think it is also exacerbated by the fact
20 that it appeared that in recent years, although
21 there was a cancellation policy, it seemed to be
22 very loosely applied, it wasn't being applied in the
23 a large majority of the cases. And, obviously, the
24 fact that it's actually being applied this year is,
25 perhaps, exacerbated that, along with the increased

115

1 the recall effort against Trustee Schmitz. And I
2 think the question is: Did Trustee Schmitz' no vote
3 on the project design result in the Duffields
4 pulling their commitment to move forward?
5 And I think that is absolutely correct.
6 And we would have been moving forward at that time
7 had she voted yes. And so that no vote resulted
8 in --
9 CHAIR DENT: Legal counsel?
10 MR. NELSON: No. I was just going to say
11 the Board might want to combine just 12 and 13, and
12 simply reference members of the community back to
13 the meeting we had at the Chateau where this was
14 discussed pretty exhaustively, and allow members of
15 the public to draw their own conclusions from that.
16 I think the Board really went through
17 exactly what happened from all different
18 perspectives, and those who watch that video can
19 decide their own opinion.
20 TRUSTEE NOBLE: And I'm fine with that
21 because it directs people to the discussion and
22 allows them to come up with their own conclusions.
23 Otherwise, I feel that we're getting into that very
24 close to the edge of government resources being used
25 for personal, political purposes.

114

1 time.
2 I think the Board made a good decision. I
3 think we all voted in favor of this less than a week
4 ago. I think we all voted in favor of revising this
5 to make it more compatible. And director of golf
6 seemed to be happy with the outcome, and it seems to
7 match courses around.
8 CHAIR DENT: Okay. Any other discussion
9 on this item?
10 TRUSTEE SCHMITZ: I think that there was,
11 potentially, a lack of use, and so it does seem as
12 though it's something, even that we've reverted to
13 what it was in the past, that there's a perception
14 that it's a new policy.
15 CHAIR DENT: Yeah, I would agree with
16 that. Okay. Any other discussion? All right.
17 That closes out 10. Skipping 11.
18 Number 12 I've modified similar to number
19 1 and 2, and I just put: Was there ever a board
20 vote on accepting a \$25 million Duffield foundation
21 grant? And my response to this is: No. This is
22 false. No one voted for or against a \$25 million
23 grant.
24 TRUSTEE NOBLE: I really think you
25 shouldn't touch this one. It is a central tenant of

116

1 And so by redirect, you can have something
2 that just references the Rec Center expansion, what
3 happened with the Rec Center expansion, there was a
4 full discussion at a board meeting on this date, and
5 then allow people to make their own conclusions.
6 CHAIR DENT: Okay. Hold on real quick.
7 General counsel, like number 2, is this something we
8 can offer up to --
9 MR. NELSON: Yeah.
10 CHAIR DENT: Ethics Commission for an
11 opinion on, just so we know where that fine line is,
12 and that way, we're aware of that moving forward?
13 MR. NELSON: Absolutely.
14 TRUSTEE TULLOCH: Yeah. I think it's
15 unfortunate we keep referring to this as a "grant."
16 This seems to be the impression in a large section
17 of the community that someone was just handing over
18 a \$25 million check to do whatever we wish with.
19 This grant, if it proceeded, came with very strict
20 conditions, that was going to go towards building a
21 dedicated gymnastics gym, not multipurpose gym, and
22 some office space. There seems to be some general
23 perception that just it was going to be \$25 million
24 to spend as we like. It wasn't. It came with very
25 specific conditions.

117

1 CHAIR DENT: I'll just say along the
 2 lines, I think referencing -- I think it's important
 3 to say something on these items and potentially
 4 combine this, because there were three or four
 5 meetings on this. The first was in February with
 6 the intent to enter into an agreement. There was
 7 another one in July with a not to exceed funds for
 8 the design, that's it. Then there was a meeting in
 9 September. We did have a meeting somewhere in
 10 October to discuss the timeline. And we learned a
 11 lot of information at that time regarding all of
 12 this.

13 But I do think it's important. There is a
 14 lot of folks out there that think there was some
 15 grant -- some vote on a grant, and there truly was
 16 no vote on a grant. There was going to be another
 17 half dozen votes on this item, and if one person
 18 disagreed and we didn't go along with some secret,
 19 hidden stipulation that wasn't in the board packet,
 20 then this could have all be derailed down the road,
 21 and then we're footing the bill for the entire
 22 thing.

23 I'm fine with spending money on something
 24 like this. I just think we need to know what we're
 25 getting into when we do do it. But I think it's

118

1 really important just to hit on all of these dates,
 2 not just the one date from October, because there's
 3 a lot of information out there. If you do your
 4 research, you'll find out there's no commitment of
 5 construction or expansion by either party, is what
 6 was agreed to in July of last year.

7 So, there's this talk about a \$25 million
 8 grant, but it was really hope of a \$25 million
 9 grant, if anything, and we didn't get far enough to
 10 figure that out. And I wish we would have had clear
 11 direction at that meeting so we all would have
 12 understood what was on the line.

13 TRUSTEE SCHMITZ: I think in hindsight
 14 there's a lesson to be learned for the Board to say
 15 if you're going to enter into something like this,
 16 you need to have commitment at the beginning of what
 17 we are actually delivering and what are we actually
 18 doing. Because we could have gotten half way
 19 through this project and been left to complete it
 20 ourselves. And it was a dedicated gymnastics room.

21 I think the lesson learned is that if the
 22 Board ever has an opportunity like this, that
 23 upfront there should be more clear stipulation as to
 24 what the deliverable is and what the commitments
 25 are, because this was very much one step at a time,

119

1 and that potentially put the District as risk.

2 TRUSTEE TULLOCH: Yeah, I think there's
 3 another important lesson to be learned. There's
 4 public money at stake here. This wasn't all going
 5 to be funded by Duffield Foundation. The District
 6 had a level of expansion as well. I think at the
 7 end of the whole debacle, we spent 1.1 million, if I
 8 recall correctly. This was public funds at stake.

9 I think it's unfortunate there was no
 10 Board member involvement in the discussions. I
 11 think there was a long period where the Board was
 12 not informed of what was going on in discussions.
 13 To me, that's the clear landing point for that. Any
 14 such discussions involving public funds must have a
 15 Board member involved in it. It can't just come as
 16 a third complete to the Board, with information
 17 withheld from the Board for several weeks, critical
 18 weeks.

19 CHAIR DENT: Any other discussion on this
 20 item or even on the last one, number 13? It sounded
 21 like we were going to combine those two. Any other
 22 discussion on these?

23 TRUSTEE TULLOCH: Yeah, I think there's
 24 several we can add to this. I think it's important
 25 to spell out what the role of IVGID is. I mean,

120

1 IVGID is a general improvement district, we are
 2 governed by the Nevada Revised Statutes. We're also
 3 a Dillon's Rule state. We can only engage in the
 4 areas that we're specifically allowed to engage.

5 I hear some of the public comments, let's
 6 do a citizen committee to decide how we spend this
 7 money and how we do this, that, and the next thing.

8 We do not have that flexibility. We are
 9 governed by the Nevada Revised Statutes, the Open
 10 Meeting Laws, the proper use of public funds. It's
 11 not just a -- this isn't nature way, despite what
 12 some people seem to think. It's -- I think we
 13 should formulate something of that to clarify some
 14 of those things.

15 CHAIR DENT: I would agree with that. I
 16 think this will be -- could be a valuable tool to at
 17 least getting information out there for IVGID to
 18 have, the District to have, and then when there is,
 19 potentially, misinformation out there, they could be
 20 just pointed back to, hey, the Board discussed this,
 21 here's the right information.

22 Regarding -- because Trustee Tonking is
 23 not here and because we went through every single
 24 one of those, she did have comments on that, and I
 25 feel like it would just be fair to read what they

121

1 are. We went in a lot different direction, I think,
 2 than how they were written. I think that was just
 3 intended to be in draft form.

4 But she says:
 5 "For item G 2, these FAQs are
 6 not what was discussed at the
 7 Board meeting. The idea was to
 8 start with easy-to-answer
 9 questions, such as who's in
 10 charge of plowing the roads.
 11 "I don't feel like, as a board,
 12 we need to be answering
 13 questions for individual
 14 trustees, including myself. I
 15 think it's hard because we can
 16 write them together, and it
 17 feels like these are not in
 18 agreement across the board.
 19 "If I was there in person, I
 20 think there are only two I would
 21 support. I think we need to
 22 start with much simpler
 23 questions that are not loaded,
 24 but maybe some of these topics
 25 could be a good part of a public

122

1 forum."
 2 That's Trustee Tonking's two cents on all
 3 this, and she sent me a bunch of texts, I guess
 4 she's backpacking or something like that, and
 5 there's no conversation going on except that.
 6 I just wanted to get that out there, and I
 7 feel like we did a good job working through this.
 8 Through legal counsel, we will bring this back at a
 9 later time.
 10 I think it is important if you hear things
 11 or things do come up, that we use this item as a way
 12 to address those. And I a hundred percent agree
 13 regarding some of the operational items; I think
 14 really low-hanging fruit we can address pretty
 15 quickly.
 16 All right. That closes out item G 3,
 17 formerly G 2. We're going to take a five-minute
 18 break.
 19 (Recess from 8:45 to 8:51 P.M.)
 20 CHAIR DENT: All right. Moving on to
 21 formerly G 3, now it's item G 4.
 22 G 4.
 23 CHAIR DENT: Review, discuss, and possibly
 24 approve the recommended changes to the general
 25 manager's job description, and authorize staff to

123

1 start the recruiting process. Requesting staff
 2 member Director of Human Resources Eric Feore. This
 3 could be found on pages 991 through 1003 of your
 4 board packet.

5 MS. FEORE: I had reached out to acting
 6 General Manager Mike Bandelin and Chairman Dent to
 7 talk about typically what the process is when
 8 there's a vacancy. And for other District
 9 positions, it's typical that we would start with the
 10 hiring managers to do a review of the job
 11 description, make some changes, get some updates
 12 going, and then take the process from there, which
 13 would typically be where the HR department would
 14 post the position, and we'd start the recruitment
 15 process.

16 Understanding this is a very important
 17 position and a very big position for a very
 18 important district, it might make sense to engage
 19 with other parties for assistance. So, trying to
 20 not to put the cart before the horse, I thought a
 21 really good opportunity would be to start with the
 22 job description.

23 The job description that had existed is
 24 something that the District has had for a while.
 25 Truthfully, when I got started on this, and I'm just

124

1 going to fall on the sword straight of the gate, I
 2 got started on it a little bit late, so there's
 3 still additional room for changes and
 4 recommendations. It's really going to come from the
 5 Board. But the only thing I did, kind of, take the
 6 initiative on was to update it to the formatting that
 7 matches the District's, and updated some of the --
 8 maybe some language that's a little outdated and
 9 adding some additional information.

10 Again, this is all just recommended. I
 11 was just spitballing ideas at this point. I figured
 12 if I can put some words down on some pages, it can
 13 help start the conversation.

14 So, pulling from some resolutions and some
 15 other job descriptions, I just put in some
 16 recommendations. But where I ran out of time was at
 17 the qualifications. So, everything from the
 18 qualifications down, I had not had a chance to
 19 update outside of my recommended, would be formatting
 20 and the like.

21 Really, this is just an opportunity to
 22 start the conversation, and I'm going to take your
 23 direction.

24 CHAIR DENT: Questions, comments? Who
 25 wants to go first?

125

1 TRUSTEE TULLOCH: Putting me in the hot
 2 seat again. I think it's good start. I think it's
 3 important, you know, if I look at it at high level
 4 first, I think it's important that we recognize this
 5 advert is not for a parks and rec manager, it's not
 6 for a manager of a small municipal of something.
 7 This is managing what this year is \$117 million
 8 budget business. It's a relatively big business.
 9 And it doesn't just have government functions; it's
 10 also got commercial functions.
 11 I think some of the general comments I
 12 have here is, obviously in the past, some of this
 13 job description has been tailored to individuals
 14 rather than getting the right fit, the right fit of
 15 skill set. I think we need to focus more, I think,
 16 more focus on the GM is going to be responsible for
 17 managing within the budget, making sure venue
 18 managers are being managed within the budget,
 19 particularly ensuring delivery on time and on
 20 budget. I think that's a key part of it.
 21 With regard to customer service, there's
 22 lots of references to customer service -- and don't
 23 take this the wrong way, yeah, customer service is a
 24 key part of it, but the general manager is really
 25 responsible for ensuring that his team delivers

126

1 excellent customer service. It's not -- this is far
 2 bigger an operation, and it shouldn't be a case
 3 where any member of the public can just go straight
 4 to the general manager for something. If the
 5 general manager is running his business properly,
 6 the venue managers are really the first point of
 7 contact and the department managers. They have the
 8 responsibility for customer service. I'd like --
 9 that should be reflected.
 10 I think, also, it's -- I made some here on
 11 just some random notes on item 4, on page 999,
 12 page 1 of 4 there, it's deliver in accordance with
 13 the Board policies as well. It's not just to
 14 present policy recommendations. It's to present
 15 viewpoints on policy recommendations to the Board
 16 and give comment on that, but then to implement the
 17 Board policy decisions.
 18 On 14, it said to deliver some customer
 19 service within budget -- deliver services within
 20 budgets and financial objectives. I can give you
 21 some of these notes afterwards.
 22 I think on item 20, I think if you go back
 23 to the January meeting, I think we made some changes
 24 in that in terms of the interface with the general
 25 counsel. That needs some updates there.

127

1 On the qualifications, on experience, item
 2 4, I don't think publically is the correct word. I
 3 think it's publicly.
 4 I think also we should not be limiting it
 5 just to -- I see some references to here. It's
 6 looking primarily for municipal governmental
 7 community based and recreational service
 8 environment. I think we need to make it much wider
 9 than that. I think if we look at Washoe County,
 10 they elected their chief executive that came from
 11 the public sector, rather than from the public
 12 sector. I think we need to make sure we're not
 13 limiting it to purely just government driven. I
 14 think it's, as I say, running major commercial
 15 businesses. Mr. Bandelin's business at Diamond Peak
 16 is \$50 million a year or something. I can't
 17 remember how many customers, but it's a large
 18 business. So this is more than just a typical
 19 government entity. I think we need to make sure
 20 we're not disqualifying people who haven't worked
 21 for government before.
 22 And I think if we're also looking at
 23 search agencies, we need to be very careful of the
 24 search agencies also doing that. If I go back to
 25 the search process for when Mr. Pinkerton was

128

1 recruited, the search consultants were looking
 2 purely at people that came out of local government,
 3 so we just got word of same there. We didn't cast a
 4 wide enough net. I think let's make sure it's not
 5 just that.
 6 I think the residency, residing within 45
 7 miles seems quite distant to me. I think we'd all
 8 love to see the general manager residing in the
 9 community. I know that's not always possible, but I
 10 think 45 miles, to me, starts becoming a bit of a
 11 stretch. I'd prefer to see that at 30, that's just
 12 an initial thought.
 13 Otherwise, a lot of the changes are good.
 14 I'm looking at page 1003, doesn't seem to
 15 tie in with the rest of the memo. But, yeah, I
 16 think it's a good start here. Obviously, there's a
 17 lot of editing to do, but, generally, I'd like to
 18 see the focus on the role, it's like a chief
 19 executive, it's managing the team.
 20 MS. FEORE: Would you be willing to send
 21 me your notes?
 22 TRUSTEE TULLOCH: Yeah. I'll touch base
 23 with you on that.
 24 TRUSTEE SCHMITZ: Just to bring all of you
 25 up to speed, the director of HR and myself met

129

1 briefly this afternoon, and I gave her my feedback.
2 And I think that item number 1 here, under
3 the essential duties and responsibilities, just
4 needs to be eliminated because what's really
5 important is number 14, and that is that the person
6 leads and supports a District-wide effort in
7 training to provide excellent service -- customer
8 service. I don't see that as being the number one
9 priority for a general manager.
10 The other thing I had suggested be
11 included is, in the summary, to give more
12 information about the size of the budget, the number
13 of the employees, the business entities that are
14 being managed to better explain a bit about what our
15 district is responsible for: Water, sewer, trash,
16 and recreation.
17 And make that clear because this is a very
18 big role, and it's a very important one.
19 As it relates to just language, I don't
20 know, I'm just going to bring it as a question, and
21 you don't have to answer, but number 6, in the blue
22 text, right before the very last sentence, it says,
23 "Generally accepted personnel practices." I just
24 don't really know what that means. So, if that's
25 proper language, then so be it.

131

1 good with the changes."
2 I think we need to describe -- through
3 this process, describe it a little bit more than
4 just "rec." There's a gym that they run, there's
5 two golf courses, there's a ski resort, there's
6 beaches, there's the parks component. I think
7 spelling that out in this process is important.
8 I do like the idea of casting a broader
9 net. I do recall when this process happened eight,
10 nine years ago for former general manager Pinkerton,
11 and I think it is important to not just limit this
12 to government managers. I think we want someone
13 that understands some of these business components
14 and venues that we have and how to run those.
15 Water, sewer, and trash, director Underwood, for the
16 most part, takes care of that, takes away a huge
17 chunk of the government piece, a lot of this other
18 stuff.
19 As it relates to the business, I think
20 it's important that we span that net a little bit
21 wider.
22 I agree with most of the comments, most
23 all the comments that the trustees made.
24 I think you took a really good stab at
25 this in updating this, last minute, before it was

130

1 And then I did talk to her as well about
2 number 7, number 12, and number 4 under leadership,
3 just using different language about management.
4 Sometimes it's department heads, sometimes it's --
5 so, that's just a consistency thing.
6 I think number 20 should be changed, the
7 one that's highlighted here in yellow, on page 1000,
8 number 20, because that doesn't align with what we
9 have in 1480. So I think we should just either
10 remove that or have that align with how the language
11 is in 1480.
12 And personal feeling is that as it relates
13 to residency, I really think we should go back to
14 they need to live in our community, because so many
15 of the decisions that we make, you want them to be
16 vested in our community. You want them to use our
17 recreation venues. You want to be here so that
18 they're impacted by our water and sewer rates, and
19 they're impacted by the things that we're making
20 decisions on. So, I just feel that if it's
21 possible, I think it would be preferred that the
22 person is actually residing in our community.
23 Other than that, I think you did a great
24 job.
25 CHAIR DENT: Trustee Tonking said, "I'm

132

1 going in the packet. As far as the job description,
2 I think you making those changes and then sending it
3 back to us to say, hey, here's what we settled on.
4 I think that's fair. I don't want to slow down this
5 process at all. I think it's important to allow you
6 to run and move forward.
7 As far as authorizing staff to start the
8 recruiting process, could you dive a little bit
9 deeper. I know you've had some conversations and
10 stuff on how to plan around that, but inform us,
11 please.
12 MS. FEORE: Our talent acquisition
13 specialist, Lisa Hoops, she's been with the District
14 forever, she and I had a really great conversation
15 with two fantastic folks at Washoe County who gave
16 us some great advice as to the process itself. They
17 briefly described a process that they had gone
18 through with their city manager and also their
19 recent public defender. They gave us a great
20 outline of that.
21 And one of the things that they talked
22 about, because I had a question about the
23 involvement of community stakeholders, so to speak,
24 because they included in their process involving
25 community stakeholders. The best way to describe

133

1 this would be, for example, the Public Defender's
2 Office, they had involved folks from other agencies
3 that would work very closely with the public
4 defender, all of whom are in the legal industry, and
5 they involved them in the process. But the process
6 was very controlled. This is where it gets a little
7 tricky when you start involving outside resources
8 because you start to lose a little control on the
9 integrity of the process. If I can't make sure that
10 I'm in the room to make sure that somebody isn't
11 asking a question they shouldn't be asking, it makes
12 me a little bit nervous. So I think there's a
13 little more vetting out that I have to do with this
14 so that I can come back with a more-realized
15 recommendation.

16 But they also did provide us with some
17 great names as to resources that they had utilized.
18 I can either talk about those resources now or I can
19 provide that information in an email to all of you
20 as we take it to the next step.

21 Yes, basically, I'll just kind of really,
22 really highlight this, they started the process
23 where their HR department did the formal posting,
24 which we would have to do as part of our personnel
25 policies. We just throw it out and we put it out

135

1 what invested stakeholders would be. Obviously with
2 our team, it would be the senior leadership team,
3 and it would be, obviously, members of Board of
4 Trustees. There may be regional folks that would be
5 important to be in on this, whether it's county
6 commissioners or folks of other agencies. I'd leave
7 that to you to determine.

8 Ultimately, the candidate pool shrinks
9 itself down, and then we make it to the final three,
10 four candidates.

11 They did say that, with the idea of having
12 community involvement, it would be great to open up
13 a meet-and-greet opportunity for those final
14 candidates, that it is informal, and provides a
15 little room for leeway. Again, these are things to
16 discuss and to consider.

17 And then, ultimately, it just comes down
18 to the final two. Then I believe that process is
19 done in a meeting environment.

20 TRUSTEE TULLOCH: Yeah. Thank you. Great
21 start. Can we just run this up our little process
22 at the moment? You can start reaching out, you
23 know, soliciting different agencies to try and start
24 doing that without the formal job description being
25 finalized so we can get -- I'm mean, not, obviously,

134

1 there on our website, and it's picked up by all of
2 the -- Spider, Indeed, Simply Hired, places like
3 that.

4 They received authorization from their
5 board to RFP, I believe, it was three, it could have
6 been more, but then it was narrowed down to three
7 outsourcing groups, and they gave me the name of the
8 top three that had been selected.

9 Ultimately, as that process went through,
10 they brought the final proposals back to the board.
11 The board selected the group that ultimately they
12 ended up working with, and then they were -- I don't
13 want to say hands off, I don't want to misrepresent
14 their process because I wasn't there, but they let
15 that group do what that group does while keeping the
16 HR department informed. And that way, the HR
17 department could go back to the board and say,
18 here's where we're at in this process, this is what
19 we've done. And you have weekly, monthly, however
20 it works, biweekly updates so that the board is
21 constantly in the know.

22 Ultimately when the group up of candidates
23 was selected, that began the process of having
24 invested stakeholders become involved in the
25 process. I would leave that to the Board to define

136

1 to just to discover the interest, so we can
2 basically bring both to the Board at the same time.
3 I think that would be helpful so we don't lose time
4 spending two meetings, going over the job,
5 finalizing the job description, then going out to
6 find an agency.

7 MS. FEORE: I think as long as the
8 material changes are made. Job descriptions are
9 living documents, so they change constantly anyway.
10 It's not like we're going to hand somebody a job
11 description and that's the end all be all, you can't
12 make any changes going forward.

13 I think there's a way of doing things
14 simultaneously.

15 TRUSTEE TULLOCH: Great point on being
16 very careful who is involved in the process, who is
17 invested in it. You won't remember, but if we go
18 back to the 2013/14 recruitment of Mr. Pinkerton,
19 when we thought we had two final candidates for
20 evaluation by the Board, and it turned out one was
21 disqualified and didn't meet the thing. We don't
22 want to find ourselves in that situation where we're
23 down -- we think we're down to two and in reality,
24 it's not a competition.

25 We want to make sure that we done proper

137

1 vetting and things as well. There's not been
 2 untoward influence in the process anywhere.
 3 MS. FEORE: When I was starting the
 4 process of researching this for Chairman Dent, I
 5 went back to look at some old notes. Some of the
 6 notes that I could find indicated that the HR
 7 department had been fairly well removed from the
 8 process, and as a result, some of these things
 9 hadn't necessarily been reviewed.
 10 I absolutely -- I mean, listen, I'd love
 11 to get as much as I can off of my plate, but I
 12 absolutely believe that the HR department should be
 13 the second set of eyes, as I'm kind of the last
 14 defense for you.
 15 TRUSTEE TULLOCH: I would agree with that.
 16 I can add more color in a private conversation if
 17 required, but I'm not going to say anything on the
 18 record.
 19 CHAIR DENT: As far as next steps or
 20 direction from us at this time, what are we looking
 21 at timeline-wise for some of this stuff like
 22 bringing back the RFQ and going through that
 23 process?
 24 MS. FEORE: I can work on the job
 25 description tomorrow. I believe by early next week,

139

1 those.
 2 I would defer to the Board, and maybe
 3 that's some good direction for us.
 4 CHAIR DENT: What does the Board want to
 5 do?
 6 TRUSTEE TULLOCH: I think we have
 7 flexibility under NRS, because this is a
 8 professional services contract, we have quite a lot
 9 of flexibility there.
 10 I'd like to see the recommendations. I'm
 11 sure director Feore will do some background
 12 investigation, come with some good recommendations
 13 so we actually get a fairly short process for that.
 14 It's not a major, huge item for most of those firms
 15 are used to responding at day's notice at the drop
 16 of the hat, judging by a lot of requests I get and a
 17 lot of the invitations I get in terms of that. I
 18 think most of these firms operate pretty quickly on
 19 that basis.
 20 TRUSTEE SCHMITZ: I'm not exactly sure
 21 what Trustee Tulloch just said. So if I'm repeating
 22 what you're saying, just bear with me.
 23 Personally, I feel that Washoe County just
 24 did this, literally, two years ago, and I know they
 25 probably vetted and brought in Eric Brown. He's a

138

1 I can have something that I get to the Board saying,
 2 based on the feedback that I've received, here is a
 3 draft copy.
 4 This is probably where I'm going to need,
 5 Josh, as to how to get the feedback needed.
 6 MR. NELSON: I think we've got some
 7 feedback this evening, and we'll get some more
 8 feedback. Then we can incorporate all that
 9 feedback, bring it back to the Board, ideally, at
 10 the next board meeting to finalize.
 11 And I think to Trustee Tulloch's point, to
 12 the extent you were comfortable, we also at that
 13 same meeting could issue a formal RFQ for a search
 14 firm so we don't lose any time and have to do
 15 multiple meetings.
 16 MS. FEORE: Then the direction would be to
 17 have the description basically finalized and ready
 18 for your formal approval and recommended agencies to
 19 begin the RFQ?
 20 MR. NELSON: Yeah. Well, that's a good
 21 point. I think we can send out just an RFP, like we
 22 have in the past, and have identified firms, that we
 23 send them a copy, hoping they send a response. Or
 24 if we wanted to, we could limit to the folks that we
 25 felt were most appropriate and just do an RFQ to

140

1 fantastic county manager. I would feel comfortable
 2 reaching out to those firms and asking them for
 3 quotes.
 4 I don't know whether you were saying that
 5 it should be broader net than that. I wasn't sure.
 6 Sorry.
 7 MS. FEORE: I can tell you that in our
 8 conversation, they did provide me with three names.
 9 So, I kind of got a little bit of a leg up on that.
 10 In addition to that, I have received a
 11 number of calls from folks who are wanting to help
 12 fill some of our other top positions. Between Lisa
 13 and I, we have kind of a list going of all the folks
 14 who have reached out and asked to assist with this
 15 process, so I think we can kind of narrow it down.
 16 Just get the initial information from them and
 17 narrow it down so that I can come back to you and
 18 say, here's where we're recommending. What do you
 19 have for me?
 20 TRUSTEE SCHMITZ: So is it realistic to be
 21 coming back to us with an RFP or an RFQ to approve
 22 on the 26th? That means it would need to be pulled
 23 together roughly by about Tuesday or Wednesday of
 24 next week.
 25 MS. FEORE: I will say that I can work

141

1 quickly, sometimes, sometimes I make mistakes. That
 2 would be a little bit -- yeah, because I basically
 3 have until Wednesday.
 4 MR. NELSON: Yeah, I mean, this might be a
 5 time where, given the need to move this forward,
 6 maybe provides us with a little bit more flexibility
 7 as far as meeting that agenda packet deadline, and
 8 might be more comfortable with us providing that
 9 information as soon as we can, even if it's the 24th
 10 or 25th. I would defer to Erin on her schedule as
 11 to what her scheduled is as to when she can get
 12 something together.
 13 CHAIR DENT: I think you heard from three
 14 trustees that had feedback on this item, and the
 15 other two, for the most part, are good with where
 16 we're at. If you do need -- I don't think there's
 17 surprises that are coming down the pipeline. If you
 18 do need a couple of extra days, we're fine letting
 19 that go for a couple days to get this process done.
 20 It's hard for us to do things with all the tight
 21 deadlines we have, so we have to be flexible from
 22 time to time.
 23 MS. FEORE: Okay. I will make sure I
 24 have -- I think I have some really good marching
 25 orders. I'll just do some check-ins to make sure

142

1 that I haven't dropped the ball. And, yeah,
 2 hopefully then the next time I'm sitting in front of
 3 you, I've got some great feedback and direction.
 4 CHAIR DENT: One more question for you, as
 5 it relates to all hands on deck and you guys being
 6 overloaded in the HR department, please work with
 7 General Manager Bandelin, and if there is something
 8 we need to do to help in the interim, to help fill a
 9 void, we'd all be in favor of that.
 10 We talked about that through the budget
 11 process. We were cutting back on budgets, but we
 12 know we do have a huge surplus, and so if there's
 13 areas where we need to shift a little bit of money
 14 around to make the process easier for your team,
 15 then, please, run that through the general manager.
 16 That will close out item G 4. Moving on
 17 to item G 5.
 18 G 5.
 19 CHAIR DENT: Review, discuss, and possibly
 20 approve the structure of the Board's appointed
 21 committees. The Board is to identify a trustee to
 22 appoint as a leader for the golf committee, identify
 23 one trustee to be appointed as a leader of capital
 24 improvements slash investment committee, and
 25 authorize staff to advertise for at-large community

143

1 members for the two committees.
 2 Then there's also like a second part to
 3 that. I'll just read it right now so we're on the
 4 same page. Review, discuss, and possibly determine
 5 the need for advisory committees for tennis,
 6 pickleball, Incline Beach House, skate park, general
 7 manager search, and leave in tact the general
 8 manager's dog park advisory and presently
 9 constituted in accordance with Policy 3.1.0,
 10 paragraph 9 advisory committees. And that came from
 11 Trustee Tonking. This can be found -- both items
 12 can be found on pages 1004 through 1079 of your
 13 board packet.
 14 I will -- Trustee Schmitz you have the
 15 first part of this.
 16 TRUSTEE SCHMITZ: So, the second part of
 17 this, can I just get some clarity here? Because the
 18 second part doesn't necessarily align with the first
 19 part, unless we're going to address it.
 20 So, I was focused solely on just coming up
 21 with an idea for a structure of the Board
 22 committees. And then the two that I had been tasked
 23 with to just come up with something to begin the
 24 process for golf and capital investment committee,
 25 but the second part is talking about potentially

144

1 adding additional ones. I'm not sure what this
 2 second part was intended to do, except to, maybe,
 3 expand it and have additional committees?
 4 CHAIR DENT: That could be correct. Let
 5 me just read the notes I got on this. This came to
 6 me when the packet got approved -- or when the
 7 agenda got approved, and thought this was worked
 8 through by both of you guys.
 9 I just -- this is coming from Trustee
 10 Tonking, she says:
 11 "I just wanted us to consider a
 12 Beach House committee that is
 13 done by the Board, and I would
 14 nominate Sara as the committee
 15 trustee. I think it would be
 16 good to have community input on
 17 an asset they would have for a
 18 long time. Also, Sara's very
 19 familiar with multiple capital
 20 projects that are at play at the
 21 beaches.
 22 "I think we have to have a GM
 23 search committee because I think
 24 that is the only way we will
 25 mend the rift in the community,

145

1 if community can feel heard."
 2 Then the last part is:
 3 "I would love to sit on to golf
 4 committee since I'm the golf
 5 liaison."
 6 So, that's Trustee Tonking's comments for
 7 this item.
 8 TRUSTEE SCHMITZ: So let's -- I appreciate
 9 that. So what I tried to do -- there were a lot of
 10 questions about what's the authority of this group,
 11 how does this work? And I tried to be as brief and
 12 as succinct as possible. I didn't want to create
 13 some huge policy, but I don't know whether this
 14 would end up having to be a policy.
 15 To be clear, the goal is just to engage
 16 community members, leverage their skills, and to be
 17 in a role that would help us and advise us. So,
 18 their responsibilities and authorities are solely an
 19 advisory nature.
 20 And so I just identified, you know, I
 21 threw it out there and said that committees shall be
 22 up to four, at-large community members, appointed by
 23 the Board of Trustees. That a trustee would be
 24 assigned to each committee, and they would be the
 25 chair, then, of that committee. And that we can

146

1 solicit applicants and assign people to the various
 2 committees based on the applicants that apply.
 3 I left it open to say the committee
 4 appointments could be -- I put a number of up to
 5 two years, but basically I said it's up to the
 6 Board's determination. Because some of these
 7 committees may be short term, it might be an ongoing
 8 thing. I was just leaving up to the Board to decide
 9 how long is this engagement, so to speak.
 10 That all of the meetings would be subject
 11 to Open Meeting Law. I think that would be great
 12 because then our community would be more engaged and
 13 informed.
 14 And, ideally, the at-large members would
 15 have relevant professional experience that they
 16 would leverage. I mean, we're seeing great success
 17 with the audit committee. The audit committee
 18 members are competent and are engaged and they're
 19 helping us do a better job. And I think that that's
 20 really the intention with these types of committees
 21 as well.
 22 But, again, they're advisory nature, and I
 23 said the committees shall review all relevant
 24 information and make recommendations to the Board in
 25 alignment with the strategic plan, any applicable

147

1 community master plan, and Board-identified
 2 priorities. So that would be like our five-year
 3 plan that we've mapped out.
 4 They should also help to identify the
 5 financial impacts of the recommendations that
 6 they're making, identify how the recommendations
 7 align with the budget, and if applicable, how they
 8 align with the five-year plan. But the Board is
 9 here to set the timelines, to set the committee
 10 goals, and the committee expectations.
 11 And that -- I wrote that the assigned
 12 trustee to that committee shall report monthly to
 13 the Board to give us an update.
 14 Some of this is really being driven out of
 15 the fact that the general manager committees have
 16 been good, they just haven't produced results fast
 17 enough for us, as a Board. It's been slowing our
 18 process down. The Ordinance 7 committee was a
 19 couple of years. The dog park committee is going on
 20 a year.
 21 And I really think that if we do it using
 22 Open Meeting Law and having agendas and whatnot,
 23 perhaps we'll get through things faster so that we
 24 can deliver projects that our community wants.
 25 So with that, that's sort of the core of

148

1 just the structure of the committees. Comments,
 2 feedback?
 3 TRUSTEE NOBLE: I was wondering if you
 4 could provide context with what goes on from
 5 page 1007 to, I think, 1040? I was looking at
 6 page 1007, the multi-year capital planning flow
 7 chart, and it looks like it's the same as the one on
 8 1018. And then the comments that are in red in the
 9 capital project delivery, on pages 1013 through
 10 1016, I didn't know if those were your red lines or
 11 somebody -- I just was having a hard time following.
 12 TRUSTEE SCHMITZ: So, I produced this. I
 13 think that Ms. Herron was being helpful and provided
 14 -- this is all of the new policies that staff
 15 created. I'm trying to think -- help me out, Chair
 16 Dent, about a year ago or less that they updated
 17 these policies. Moss Adams had given them
 18 recommendations. I believe that these are policies
 19 that the Board really hasn't seen, maybe, more than
 20 once. And I don't know where the red lines came
 21 from.
 22 I think that the intention was to say
 23 these committees would be following these policies
 24 and these processes that we have defined, but I
 25 noticed in some of these grids, it had a new

149

1 responsibility for a committee member.
 2 And I just -- personally, I don't think
 3 that -- unless we want to start going through and
 4 putting this into formal policy, this was more to
 5 say we have a committee, here is the structure,
 6 we're going to give them some goals and objectives
 7 to work toward, they need to take into consideration
 8 all of the policies.
 9 And if these are the policies they need to
 10 take into consideration, here they are.
 11 CHAIR DENT: I'll just say Trustee Tonking
 12 may have requested this stuff. Her memo may not
 13 have ended up in front of it. That could be part of
 14 what it is too. I just don't know.
 15 TRUSTEE SCHMITZ: I do think that --
 16 Ms. Herron did ask me if she could add the policies
 17 and things, and I said, oh absolutely.
 18 But when I was looking at this, I wasn't
 19 delving into this level of detail. It was really to
 20 say, as a board, are we comfortable, is this what we
 21 want people to do, and then let's identify if we
 22 want to have three committees, if we want to have a
 23 pickleball, tennis committee, a golf committee, an
 24 investment committee. Let's just identify those are
 25 the three. Say, yes, we're going to ask for

150

1 applicants. We will review them. We will assign
 2 people.
 3 And just as a board, identify what's the
 4 goal, what do we want each of these committees to
 5 actually produce and give to us for information?
 6 So, that's where I'm at.
 7 TRUSTEE NOBLE: Clarifying, but -- so on
 8 page 1006, under the golf committee and the goal, I
 9 believe Mick Homan emailed some language to us on
 10 Tuesday, yesterday, and he had under a revised
 11 suggestion on the goal: Assisting the staff and
 12 board on optimizing all aspects of the golf
 13 operations, including revenue growth opportunities,
 14 cost efficiency optimization, and expanding
 15 community participation.
 16 I think that might be a better way of
 17 saying what you're trying to achieve here, and I
 18 would suggest making that change.
 19 With regards all the various committees, I
 20 think if we tried to do all these at once, we might
 21 be overwhelmed. And so I would suggest starting
 22 with, maybe, one, but have a list of other ones that
 23 we would want to consider. Go through that process
 24 and see -- we're going to learn some from that
 25 process, not meaning the whole process, but the

151

1 selection process in getting it started. And then
 2 what's the next one and then the one after that.
 3 Because one I'd like to add on is
 4 Snowflake Lodge. Talking with Mr. Bandelin, that is
 5 -- with the funds that have been earmarked for to
 6 start that process, this would probably be a good
 7 time to get going. Especially now where we're right
 8 out of the gate.
 9 I'm not sure if some of these other ones
 10 are necessarily appropriate. The general manager's
 11 search, that's, I think, separate and apart, and
 12 director Feore is going to come back with
 13 recommendations in two weeks.
 14 I think the big one, probably the capital
 15 improvement investment, but then golf pretty soon.
 16 I would want to see golf get going so that we have
 17 recommendations late fall/early winter so that we're
 18 not pushing into May next year trying to figure out
 19 what to do. I would like to see everything done
 20 before Christmas with regards to golf. I know
 21 that's ambitious, but -- or at least have proposals
 22 back to us that we can act upon quickly for next
 23 season.
 24 That's my thoughts.
 25 TRUSTEE TULLOCH: Yeah, I agree with

152

1 Trustee Noble. I think the capital investment
 2 committee is the number one priority.
 3 I think, to me, I would see this committee
 4 as being saving a lot of time wasted that we would
 5 have had if we have staff coming forward with
 6 incomplete proposals. We've seen it both at the
 7 Beach House and the skate park, where, basically,
 8 when the Board thought that proposals were being
 9 developed, what was come back was, well, we need
 10 more money.
 11 I think I would see the capital investment
 12 committee as being able to streamline this process,
 13 get a lot of that, and actually bring these projects
 14 through to final proposal and design for the Board
 15 much more quickly and provide a more -- some
 16 regular -- save a lot of the time that we spend on
 17 the Board here asking questions that could have been
 18 done before.
 19 I'm certainly happy to volunteer to lead
 20 that committee. I think it aligns a lot with my
 21 background. I've done several investment committees
 22 through my career in terms of that. That is my
 23 thought.
 24 I think in regards to Mr. Holman's
 25 proposals on the golf committee, I think they're --

153

1 I think an outline that sound laudable. I think we
 2 need to be very careful. I think once you start
 3 seeing assisting staff and directing staff, I think
 4 you're starting to get into micromanagement, which
 5 seems to be the phrase of the moment. I think if
 6 you've got a committee assisting staff and running
 7 the business, who's responsible when something goes
 8 wrong? I think we need to be very mindful of that.
 9 I think we can refine the purpose stated
 10 here, but I think we need to be very careful it's
 11 not just turning something over. And, again, if it
 12 was just all golfers represented in the committee,
 13 I'm sure we can get some great, wonderful proposals
 14 for golfers, but we need to look at the impact, the
 15 wider impact.
 16 I think there's some positive points that,
 17 Mr. Holman's proposal, we can take, but I don't --
 18 it's -- I don't see these committees as interfering
 19 with staff or assisting staff in terms of actually
 20 running the operation, which is what it sounded
 21 like.
 22 CHAIR DENT: I do like the email received
 23 with the, I guess, overall goal. I think that's a
 24 good goal to plug in there for the golf committee.
 25 I do like the idea of having a capital improvement

154

1 committee, and also golf, and doing them
 2 simultaneously. I feel like if we wait too much
 3 longer, it'll be hard for us to start getting stuff
 4 back. And I think it's important, especially the
 5 golf committee to be observing and seeing what's
 6 going on now so they can then report back to us at
 7 the end of the year the process that was put in
 8 place a few years ago and the recommendations that
 9 past boards got from the golf committee, they were
 10 very helpful.
 11 And I think with, not only that committee,
 12 but other committees, taking the recommendations we
 13 get could help move us forward. That was the reason
 14 why I was an advocate of bringing back the golf
 15 committee earlier this year, and at least the
 16 recommendations. I wasn't aware that it even went
 17 away, so I'm excited for that. But I definitely
 18 think both need to go simultaneously.
 19 To address your point when it comes to
 20 Snowflake Lodge or even some of these other ones,
 21 Incline Beach House and stuff, I feel like a lot of
 22 that, by putting committees in place with those, in
 23 a way could slow down that process. And I almost
 24 would want to do something that may be a little bit
 25 more of a hybrid model or something that we saw when

155

1 it came to the Burnt Cedar pool, and there were a
 2 few people involved as the process was moving
 3 forward where there was a little bit of advisory on,
 4 hey, maybe we flip this around or do this. I think
 5 that's where we can add a lot of value to Snowflake
 6 Lodge or even the Incline Beach House, as we become
 7 a little bit more intimate with the design and the
 8 plan moving forward. They bring those
 9 recommendations to us. That could be very helpful.
 10 I like leaving those more of the general
 11 manager's advisory committees for that purpose.
 12 What else do we have on this item?
 13 TRUSTEE SCHMITZ: As it relates to the
 14 goal, I don't think that the beginning of the
 15 sentence should be included, but the ending of it, I
 16 like, and that would be: To formulate
 17 recommendations to the board related to optimizing
 18 all aspects of the golf operations, including growth
 19 revenues.
 20 I think that's what it is. It's
 21 clarifying you're formulating recommendations to the
 22 Board on those things. So if you're okay with that,
 23 that would clarify it.
 24 From my perspective, the capital
 25 investment committee, I guess I'm seeing them as

156

1 helping us to create a plan of all of the capital.
 2 So whether it's tennis, major improvements at the
 3 tennis courts, Snowflake Lodge, or the Incline Beach
 4 House is how did we effectively plan that out and
 5 schedule it, because there's only so much that can
 6 be done. That's where at the beginning when I
 7 talked about looking at our five-year plan and what
 8 needs to be done to say, look, all of those things
 9 are sitting on our plan, these are our priorities,
 10 but from an implementation perspective, how can we
 11 actually deliver on these projects and have a really
 12 good road map so that we can start ticking things
 13 off? Because it seems like sometimes we just jump
 14 from one thing to another. If we know this year
 15 we're going to do this, this year we're going to do
 16 this, it helps us to have a road map because we need
 17 to work on Snowflake Lodge, we need to work on the
 18 tennis courts, we need to work on the Beach House.
 19 But how do we fit all of those things together, and
 20 what's the timing that needs to be done?
 21 So, I would see all those things should be
 22 addressed as part of that capital investment
 23 committee.
 24 TRUSTEE TULLOCH: Yeah, I think that's a
 25 great point is looking at what it is, and make sure

157

1 that it's not just the group that sheds light.
2 They're prioritized in terms of the strategic plan
3 and where it goes, and also what's doable and what
4 the financial impacts are.
5 I think one of my frustrations as a board
6 member in six months has been we lose a lot of time,
7 proposals come in from staff, and then going back.
8 And we go back and forth and we miss the
9 construction season. I would have thought, based on
10 the guidance from the board last year, we would be
11 breaking ground on the Beach House project by now.
12 I see this as a good way cut out a lot of
13 wasted time with two weeks between Board meetings,
14 if something comes back and there's changes
15 required, there's more changes, it could be a six-
16 to eight-week process, and we lose time.
17 For a venue manager, I see General Manager
18 Bandelin nodding his head there. I know Mike gets
19 the same frustrations. If we look at the time it
20 took to get the RFID project approved and in place
21 and then we ended up missing it for the half the
22 season.
23 I would see the capital committee as being
24 a way to make sure most of these questions are
25 actually answered before it comes to the Board so

159

1 draft something up for us to bring back?
2 MR. NELSON: I think I have enough
3 information, provided the Board's comfortable with
4 the balance of what's on 1006 that we haven't really
5 discussed as far as how many people are on the
6 committee, talk a little bit about terms. Those are
7 the nuts and bolts that -- assuming we're good with
8 this, I can bring something back.
9 TRUSTEE TULLOCH: I'm happy volunteer to
10 work with general counsel on the capital investment
11 committee and refine the charter for that.
12 CHAIR DENT: Would it be a different
13 charter for each committee? Is that where you're
14 going or just a general --
15 MR. NELSON: I was thinking we will want
16 one for each committee, but then we also will want
17 general rules that apply. And you'll remember, we
18 have a little bit of guidance in this in, I think,
19 3.1. So we will try to build on that as much as
20 possible. We don't want a bunch of different rules
21 for different types of committees.
22 CHAIR DENT: Fair. I like that idea.
23 TRUSTEE SCHMITZ: I would like for us to
24 advertise for these so that we can get these moving
25 forward. And I'm comfortable if Trustee Tulloch

158

1 it's much easier for the Board to make a decision,
2 whether it's a sensible investment, whether we want
3 to move ahead with it. I would see it as being able
4 to reduce the time to breaking ground, if you like.
5 CHAIR DENT: Is there any conflict for,
6 let's say, community members to sit on multiple
7 committees, or even the audit committee and sit on
8 something like this? Do we just need to put some
9 guidelines in here as it relates to that?
10 MR. NELSON: That's pretty much up to the
11 Board's discretion. That would be my only comment.
12 However the Board wants to move forward, and you
13 could even authorize staff to start advertising for
14 these committees this evening.
15 I would recommend we bring back, taking
16 the direction we received this evening, some charter
17 or policy or resolution that outlines sort of the
18 guidelines that are going to apply to each of these
19 committees. Because, as we've seen with the audit
20 committee and others, inevitably, as they try to
21 implement things, things come up, and we want to
22 give them guidelines as to how we expect them to
23 operate.
24 CHAIR DENT: What do you need from us on
25 that? Or do have enough information to kind of

160

1 would like to take the lead on the capital
2 investment committee. And I would like to nominate
3 Trustee Dent to work on the golf committee.
4 TRUSTEE NOBLE: I know Trustee Tonking is
5 the liaison, and she had requested to be on this
6 one. I think she would be a good trustee for golf
7 in this instance. I think you have plenty on your
8 plate, and there's other -- I think Trustee Tonking
9 would be appropriate in this instance.
10 CHAIR DENT: I will respectfully decline
11 for the golf committee, but I appreciate that. I do
12 have a lot going on.
13 Is anyone else interested in being on the
14 golf committee? Okay. If not, then we would assume
15 it would be Trustee Tonking. Yeah. That's fine.
16 Legal, do you need anything else from us?
17 MR. NELSON: Nope. I'm comfortable with
18 the direction. Of course, if the Board would prefer
19 a motion, you can. If not, we'll start advertising
20 for two committees, and I'll work with Trustee
21 Tonking on the golf charter and Trustee Tulloch on
22 the capital improvement investment to be brought
23 back for the Board's consideration and approval.
24 CHAIR DENT: And then did you say we do
25 need to make a motion or we don't?

161

1 MR. NELSON: We don't. Unless you'd like
 2 to.
 3 CHAIR DENT: We're good. We'll pass.
 4 That closes out item G 5. Moving on to item G 6,
 5 formerly G 5.
 6 G 6.
 7 CHAIR DENT: Review, discuss, and possibly
 8 provide direction on Board meeting minutes.
 9 Requesting trustee Trustee Schmitz. And I think
 10 this was put on the agenda by accident, but we came
 11 up with a reason why we're discussing this tonight.
 12 TRUSTEE SCHMITZ: Thank you. I believe
 13 that Ms. Herron has shared with me in the past what
 14 we are delivered from our meeting minutes from the
 15 court reporter, and I believe there's something
 16 called a "condensed version," and it isn't anything
 17 other than multiple pages on one page. Given how
 18 large this font is, you know, I read these, I find
 19 them easy to read, but it's heck of a lot of paper.
 20 If we could use the condensed version, as long as
 21 it's legible, I think that would greatly reduce the
 22 paper, because they are what they are at this moment
 23 in time, but that's my suggestion.
 24 CHAIR DENT: The suggestion is to use the
 25 meeting minutes that have two or four pages? Okay.

162

1 TRUSTEE SCHMITZ: It's actually called --
 2 on their invoice, it actually is called the
 3 "condensed version." And so I believe they send to
 4 staff this version and then the condensed version.
 5 And if the condensed version is legible in print and
 6 it's much less paper, I would suggest that.
 7 CHAIR DENT: That would be half or a
 8 quarter of this 654 pages for meeting minutes. All
 9 right. Is there anything else to discuss on this
 10 item?
 11 All right. As far as direction, Josh?
 12 MR. NELSON: No. I was getting ready for
 13 the next one. I'm sorry.
 14 CHAIR DENT: All right. So I think we
 15 will go to Ms. Herron, general manager, see if we
 16 can put the condensed version in here, and that will
 17 close out item G 5. Moving on to item G 6.
 18 G 6.
 19 CHAIR DENT: Reconsider Policy 22.1.0,
 20 disclosure of external entity involvement, discuss,
 21 and potentially adopt edits to Policy 22.1.0,
 22 potentially suspend Policy 22.1.0 as the Board of
 23 Trustees considers potential edits. Requesting
 24 staff member District General Counsel Josh Nelson.
 25 Found on pages 1082 to 1082 of your board packet.

163

1 Legal counsel?
 2 MR. NELSON: Policy 22.1 does require
 3 disclosure of internal/external entity involvement.
 4 That was adopted earlier this year.
 5 The policy provides that qualifying
 6 trustees, audit committee members, and staff need to
 7 disclose their involvement in certain entities,
 8 those disclosures are filed quarterly, and the first
 9 report on the policy is actually due in a couple of
 10 days on July 15th.
 11 Staff distributed the draft disclosure
 12 forms in accordance with the policy. We received
 13 some concerns from some required filers. Those
 14 concerns are set forth in a little bit more detail
 15 in the staff report, but just generally, we would
 16 say they could be summarized as concerns the policy,
 17 as drafted, requires disclosure of entities that may
 18 not have a connection to IVGID.
 19 That those concerns, I think, echoed some
 20 of the considerations the Board discussed when you
 21 were considering the initial policy. For that
 22 reason, I sent out a note to the Board asking if
 23 anyone was interested in reconsidering the policy.
 24 As a reminder, under Policy 3.1, reconsidering any
 25 item that's gone to the Board within the six months

164

1 of its consideration requires a written request from
 2 two trustees. And I received requests from Trustees
 3 Tonking and Noble, so it is on the agenda for this
 4 evening.
 5 In addition to the requests about the BRET
 6 and types of entities that need to be disclosed, I
 7 wanted to make sure the Board was aware that there
 8 actually was a bill that was ultimately adopted by
 9 the legislature this year that would have
 10 prohibited, in part, local governments from
 11 requiring members or those who have donated funds to
 12 non-profits to disclose their identity, and would
 13 have made that information not a public record.
 14 You'll remember that the policy requires all
 15 disclosures to be public record.
 16 So, stated simply, if this bill had become
 17 law, our policy would have been inconsistent with
 18 it. The Governor ultimately vetoed that bill, so it
 19 is not law. I want to clarify. That being said, I
 20 think it does raise public policy considerations
 21 that if the Board was to reconsider the policy, I
 22 wanted to make sure you were aware of so you can
 23 consider.
 24 So this -- you have a lot of discretion as
 25 to how to move forward this evening. The first

165

1 thing you could do is make no changes to the policy
2 and continue as is. The second is you could
3 consider the proposed edits, which we've included
4 for your consideration, and I'll go through those in
5 a second. Or a third, you could decide this
6 requires a little bit more discussion, so why don't
7 we suspend the policy, and then give us direction as
8 to how you would like to see future edits brought
9 back at a meeting down the road.

10 For the second item, we have included red
11 lines in the packet which make changes. You could
12 consider all or any of those red lines. The first
13 proposed type of red line would be to limit the
14 geographic location in which qualifying groups are
15 located in. I want to emphasize as set forth in the
16 red lines, it isn't just those that are
17 headquartered in the local community. Rather, as
18 drafted, qualifying groups would be limited to those
19 entities that are located in, operated within, or
20 owner/lease property within the California/Nevada
21 counties that sort of comprise the Reno/Tahoe area.

22 The second potential type of edit or red
23 line for the Board to consider would be providing
24 more clarity as to the types of groups that are
25 qualified for disclosure under the policy.

166

1 Previously, we had a very broad, very broad
2 definition of that, which included associations,
3 businesses, or entities, however organized. There
4 was some concerns that that could include things
5 like personal trusts that own property. It could
6 include employer stock program. It could include
7 potentially one person's clients. So as drafted, it
8 would be limited to corporations, limited liability
9 companies, partnerships, and sole proprietors/sole
10 proprietorships.

11 Then the last potential modification
12 consistent with the bill that would have been
13 proposed and considered by the legislature would
14 exclude members and would focus on those who have an
15 ownership interest, employees, or an officer of a
16 qualifying group.

17 And then the last consideration is just a
18 timing one. If you do decide to make edits to the
19 policy, would request that you either suspend the
20 policy, or if you adopt edits this evening for this
21 quarter only, disclosure forms would be due at the
22 end of the month, as opposed to July 15th, just to
23 provide folks an opportunity to get their form and
24 submit in time.

25 With that, I'd be happy to answer any

167

1 questions.

2 CHAIR DENT: Any questions?

3 TRUSTEE SCHMITZ: I have a question. In
4 the paragraph where it talks about sole proprietors
5 that are located in or operate on, operating on
6 doesn't necessarily insinuate influence, because
7 with things being online, is it -- could we also add
8 that there would be, you know, having the ability to
9 influence in these locations? I just don't know
10 "operating on," that's like a physical place, but we
11 have a lot of things that are potentially on the
12 internet, they're not operating on anything.
13 They're out there, but they potentially could have
14 influence on our area and on our community.

15 So, that's sort of one of my questions.
16 Because this is looking very physical, like it's
17 located or operating on, but sometimes there's
18 things that can have an influence on our community
19 that -- via internet question there.

20 Then my only other question is, and I can
21 only use this as an example, I believe that our
22 former general manager was identified as a community
23 liaison for a non-profit. How does that -- how does
24 a community liaison fit in? Is that an officer? I
25 don't think it is. So, that's the only other

168

1 question I have.

2 MR. NELSON: Yeah, community liaison, it
3 would depend on how the organization is set up
4 whether it would be an officer. But that's
5 certainly one we could add as a red line, if we
6 wanted to call that out specifically given the
7 concerns we ran into with that type of issue. That
8 would be a very easy add-on on that one.

9 Influence, we can certainly add that. I
10 guess my only hesitation would just be that could be
11 a difficult term to interpret or apply, depending on
12 the type of entity and the situation it was. We can
13 try influence or we might try to think and
14 brainstorm some other language that I think would
15 get to the point. Maybe doing business in or could
16 do business in, something like that, or market
17 themselves as. Language to that effect might get us
18 there.

19 TRUSTEE SCHMITZ: I'm open to the
20 language. I was really trying to understand or
21 explain the intent. And when I see where it's
22 things like physical, sometimes it's not physical.

23 MR. NELSON: No. It's a good point.

24 TRUSTEE NOBLE: I do like the suggestion
25 of, instead of operate on, does business in. I

169

1 think it goes to what I think the majority of the
2 Board is getting at when adopting this. I would
3 think community liaison or something like that would
4 also be appropriate.
5 It's something more than just a member.
6 It's somebody who has influence, and I think that's
7 also what the majority of the -- the intent of the
8 majority of the Board in putting this together.
9 TRUSTEE TULLOCH: Yeah, I'm a little bit
10 confused. I've got deja vu here and a bit confused.
11 We seem to be revisiting discussions we've had.
12 We've had about three board meetings discussing
13 several things here. You're suggesting changes to
14 comply with a law that was actually vetoed and
15 things.
16 I think with regard to the geographical
17 restriction, I think we hashed that out pretty
18 thoroughly at a previous board meeting, because we
19 deal with national contracts with companies and
20 things, and this would completely remove some of
21 these things. I think we made that -- we left it
22 wide open to cover that situation.
23 MR. NELSON: A couple of responses. I
24 think the last -- your last point. A national
25 company that was doing business in, the area would

171

1 we've heard various things, we covered it in the
2 FAQ. Talks about ethics complaints, about people
3 not disclosing things. I think that message from
4 the public was loud and clear, well, we want people
5 disclosing things. Now we're suggesting that we
6 don't disclose things? It seems weird.
7 MR. NELSON: Just a clarification, I'm not
8 suggesting -- this isn't intended as a policy
9 recommendation from me. I'm not a policy maker. It
10 was for me to put something for the Board to react
11 to on paper.
12 I think if the issue is somebody who is
13 advertising to do business in the area, but doesn't
14 have a contract yet, I think there's language that
15 we could propose to at least address that issue.
16 And what I've seen in these types of situations in
17 other context would be doing business or intending
18 to do business. In that case, if you're advertising
19 that you're doing -- making a proposal, you would be
20 covered under that language.
21 TRUSTEE TULLOCH: I wasn't suggesting
22 you're making policy, Josh. I was thinking out
23 loud. If we're talking of it, we hear all sorts of
24 things in public comment that there's all sorts of
25 secret deals going on, and people are indebted to

170

1 be covered, I think, either they operate under or
2 doing business in. I think to your broader points,
3 absolutely, this is reconsideration, and the reason
4 it's being reconsidered is because when we sent out
5 the forms, we received some pretty strong pushback
6 from some folks who were filers. They provided some
7 specific examples of types of interests that they
8 didn't feel needed to be disclosed.
9 I felt that they were good points, and I
10 wanted the Board have the opportunity to reconsider
11 its policy.
12 I would go back to the comments I made at
13 the beginning that one option you have is to do
14 absolutely nothing, and the only reason this is
15 before you is because I sent the request: Do you
16 want to reconsider this out?
17 And per 3.1, I received two requests to do
18 so.
19 TRUSTEE TULLOCH: In terms of doing
20 business and somebody could be bidding on a project
21 here, but not currently doing business. You can
22 certain have that. I mean, unless they are actually
23 physically already doing business, that could be
24 excluded.
25 I think we've also heard from the public,

172

1 other people and other things.
2 I mean, I'm for transparency in terms of
3 this, so I'm not sure why we would then restrict it.
4 I thought we hashed all that through.
5 In terms -- once you start trying to write
6 language to try and cover these different situations
7 and try to do all sorts of carve outs, you end up
8 with errors of omission in terms of that. That's
9 why I prefer the broader language we had originally.
10 CHAIR DENT: Okay. Anyone else?
11 TRUSTEE SCHMITZ: I have a proposal:
12 Instead of saying "operating on," if we could say
13 "doing or intending to operate in." I started out
14 with "doing" because it was going to be business, so
15 doing doesn't work. But it's intending to operate
16 in. Operating in or intending to operate in, that
17 doesn't imply physical locale; right? The word "in"
18 instead of "on," does that make sense? Because I
19 understand being business, I understand intending to
20 do business. Does that work?
21 And I think this is the same language that
22 we nixed the last time. It is. But when I looked
23 at the examples that were being provided, it made
24 sense. So as long as we're saying they -- if
25 they're having any influence in our geography, in

173

1 some way or another, they would be covered by this.
2 I was one of them who wanted the locations
3 removed, but I'm understanding the impacts. And, to
4 me, as long as we've got things where it's clear
5 that if they're doing things here in any way and we
6 left it open enough that it went to Placer County,
7 it is more than just physically here in Incline
8 Village/Crystal Bay, it includes Placer County, El
9 Dorado County.
10 So, I guess I felt a little comfortable
11 because of that, and the fact that we're talking
12 about having an influence in this community.
13 TRUSTEE TULLOCH: Yeah, I think, perhaps
14 Josh can explain how you can define intent. It
15 becomes a very subjective phrase.
16 MR. NELSON: Yeah, it is. And the way you
17 look at it is it's sort of indicia of intent. And I
18 was proposing that language based on the example
19 that was put forward, which I thought was a good
20 one, which is somebody who is about to open an
21 office in an area and doesn't have a single
22 contract, but they're in the process of getting a
23 business license, making proposals, negotiating
24 contracts, that would be intent.
25 CHAIR DENT: Could we go back to the

175

1 someone had an interest, a financial interest in
2 that type of entity or group, it's possible it could
3 be included, given how broad that was.
4 I think that concern is at least partially
5 addressed by the definition or adding additional
6 clarity as to what types of groups qualify, which we
7 haven't talked about, we've been more focused on the
8 geographic issue, but that's where that came from.
9 TRUSTEE TULLOCH: But if somebody's
10 participating in an employer stock option scheme,
11 wouldn't they be declaring their employment already?
12 So that would already be -- still be covered.
13 MR. NELSON: Yeah. But I think this was a
14 pension program which may have investments that are
15 not anywhere near where we're located. But, you
16 know, we're located in other areas, not necessarily
17 just the company itself that created the pension
18 program, if that makes sense.
19 CHAIR DENT: Any other questions? What
20 does the Board want to do with this item?
21 TRUSTEE SCHMITZ: I'll make a motion that
22 the Board approves the revisions to Policy 22.1.0,
23 disclosure of community groups, with the language
24 modifications, changing the word "operating on" to
25 "operating or intending to operate in," and adding

174

1 specific -- could you list off the specific examples
2 as to why this is being brought back?
3 MR. NELSON: Sure. Those examples -- just
4 for those folks following along -- are on page 1080,
5 the second paragraph under background, the third
6 sentence. And some of the examples that we listed
7 in there are not intended to be exhaustive, but I
8 thought they were good ones to give flavor,
9 partnership to purchase a foreign vacation home,
10 trust form to hold personal residences, interest in
11 employers stock pension programs, clients located in
12 other states.
13 CHAIR DENT: I just wanted to circle back.
14 Thanks.
15 TRUSTEE TULLOCH: Perhaps maybe I've
16 missing something. I didn't see anything in the
17 language that would require you to disclose
18 participation in an employer stock options scheme.
19 Perhaps you could explain why that's covered.
20 MR. NELSON: I think -- well, I don't
21 think it was our intent to cover that. I think what
22 was brought out by the person who raised this was
23 the breadth of the definition of a qualifying group,
24 and the fact it applied to all association,
25 business, or entities, however organized. And if

176

1 to the list of qualifying groups to include
2 community liaison.
3 CHAIR DENT: Okay. Motion's been made.
4 Is there a second?
5 TRUSTEE NOBLE: Second.
6 CHAIR DENT: Motion's been made and
7 seconded. Any further discussion by the Board?
8 All right. Seeing none, I'll call for the
9 question. All those in favor, state aye.
10 TRUSTEE NOBLE: Aye.
11 TRUSTEE SCHMITZ: Aye.
12 CHAIR DENT: Aye.
13 Opposed?
14 TRUSTEE TULLOCH: Nay.
15 CHAIR DENT: Motion passes three to one.
16 That will close out item G 6 -- or G 7. Moving on
17 to item H 1.
18 H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS
19 CHAIR DENT: We do not have anything in
20 the packet, I believe, Josh, on each one?
21 MR. NELSON: That's correct. There are no
22 redactions this evening.
23 CHAIR DENT: Moving on to item I 1.
24 I. LONG RANGE CALENDAR
25 CHAIR DENT: Long range calendar, pages

177

1 1083 through 1087 of your board packet.
 2 MR. BANDELIN: Thank you. On July 26th, I
 3 think I was listening that we would bring back
 4 director of HR, and talk about the general manager
 5 recruitment process.
 6 Then I would just like to say, I had the
 7 privilege of sitting in the dog park committee
 8 yesterday afternoon for quite some time, and they
 9 will be bringing back that report.
 10 Then I don't think I need to sit here and
 11 list all the other items that are on the 26th. We
 12 will go through -- as you can see as you go down the
 13 list, through August we get kind of slim, but I can
 14 tell you that there will probably be some other
 15 reports. I know that I'll have a couple items from
 16 ski on August 9th, of consideration for capital
 17 procurement of the Snowcat that is in the plan, and
 18 the 14-passenger van. So, there might be a couple
 19 of other items that pop up on the calendar.
 20 Any questions about long range?
 21 MR. NELSON: I have an announcement. One
 22 of the items that is agendized for the July 26th
 23 meeting would be for the Board to consider the
 24 general counsel services, as our contract expires
 25 December 31st of 2023.

178

1 We -- earlier this week, we provided
 2 notice to the Board that we will be unable to serve
 3 as general counsel after the expiration of our
 4 current agreement.
 5 I just want to note how much of an honor
 6 it's been to serve as your general counsel for the
 7 past three years, and how much I personally have
 8 enjoyed working with the Board, each individual
 9 trustee, and all the staff members.
 10 I also want to emphasize, as I know
 11 there's been a lot of discussion in the community,
 12 this decision solely reflects an internal BBK
 13 decision based on personnel changes that we've
 14 experienced, and it is unrelated to any recent
 15 changes at IVGID.
 16 To that end, we're providing this notice
 17 now simply based on a decision to agendize the
 18 consideration of a potential extension of our
 19 agreement for the July 26th meeting, and to ensure
 20 that the District had adequate time to select a
 21 replacement.
 22 We are committed to honoring the term of
 23 our agreement, but certainly would be willing to
 24 step down earlier if a replacement firm is
 25 identified before that time.

179

1 Just, ultimately, we and I are completely
 2 committed to ensuring a seamless transition to the
 3 new general counsel under the timeline and terms
 4 directed by the Board.
 5 And just, again, would like to thank the
 6 Board and staff for the opportunity to serve as your
 7 general counsel the past three years.
 8 Thank you.
 9 CHAIR DENT: General Manager, could we
 10 bring back an RFQ for approval for legal counsel?
 11 Thank you.
 12 TRUSTEE SCHMITZ: I don't see the skate
 13 park. I thought the skate park was supposed to come
 14 back.
 15 CHAIR DENT: I thought we were bringing it
 16 back the end of July or first meeting in August? I
 17 don't recall, but we could check with director
 18 Underwood on that. That definitely is something we
 19 need to bring back, and if there's --
 20 General Manager, if there's clarification
 21 we need on that in getting that in the packet or
 22 what that is, I'm happy to jump in on that.
 23 Any other items? I want to address one.
 24 The second item down, I don't know where all this
 25 language came from, but I don't anticipate noticing

180

1 any of the trustees as it relates to this item. I
 2 believe it's really important for us to have a
 3 HR/legal report as it relates to this hostile work
 4 environment slash micromanagement. And I think that
 5 is what we should be receiving from HR, a report on
 6 that, and that's why I earlier said we can hold off
 7 on that FAQ item until after that meeting. Just see
 8 it being more of a report to the Board with possible
 9 questions.
 10 Any other items?
 11 TRUSTEE TULLOCH: Yes. And one of the
 12 August meetings, we should have the Moss Adams final
 13 report come forward. I'd love to see it on August
 14 9th; I suspect it's more likely to be August the
 15 30th, based on the current schedule. We should add
 16 that to it.
 17 CHAIR DENT: Good idea. Anyone else have
 18 anything?
 19 TRUSTEE SCHMITZ: Do we want to target
 20 anything in fall with Waste Management? Do we want
 21 to tag it?
 22 And then the other question I have for the
 23 Board is that we want to have, at some point in time
 24 -- it's not urgent, but do we want to have a
 25 discussion about this pricing pyramid and how it's

181

1 to be applied so that we have some element of
2 consistency and understanding? I don't see that as
3 being urgent, but I think it's something that we
4 should at least get on our calendar somewhere.
5 CHAIR DENT: I would say it's urgent as
6 staff starts to develop their budgets for next year,
7 and we know that does happen towards the end of this
8 year, even in the fall. I think it's important that
9 we would have something like that, say, maybe a
10 September. If it needs to come back earlier or a
11 little be pushed off, I don't think we need to be
12 set to that.
13 But, General Manager, we'll let you bring
14 that back as need be.
15 I think it's important for us to weigh-in
16 on that.
17 TRUSTEE SCHMITZ: The agenda item for --
18 the second agenda item, then, that you were just
19 discussing, that is going to be an agenda item
20 that's being brought forward by HR and legal?
21 CHAIR DENT: Yes.
22 TRUSTEE SCHMITZ: Okay.
23 TRUSTEE TULLOCH: Something we discussed
24 earlier, and General Manager Bandelin had an
25 excellent response to it in terms of the Board's

183

1 issues that are out there, whether it's the
2 elementary school or some of these.
3 We talked about it earlier this year, and
4 we know there's some of these big items out there
5 that are being considered by other agencies that a
6 huge portion of our community is either in favor of
7 or against, and I think we could stand behind and
8 make a statement from the Board level that would be
9 very beneficial in that process.
10 So, I'd like to see us bring something
11 like that back. And I know there was a whole list
12 of items that we were considering potentially
13 touching on. So, maybe we revisit that in the next
14 long range calendar or whoever, I know a few
15 trustees were drafting stuff like that, potentially
16 those come up at a future meeting.
17 That will close out Board of Trustees
18 Update. Final public comment, item K.
19 K. FINAL PUBLIC COMMENTS
20 MR. HOLMAN: Mick Holman, Incline Village.
21 I made some public comments earlier about
22 the topic on frequently asked questions. You chose
23 not to take my counsel on dropping it, and that's
24 fine, you're the trustees, that's your view. But
25 there are consequences of moving down that way, and

182

1 strategy and discussing the strategy. We should
2 pencil that in, the Moss Adams report, probably the
3 end of September, start of October, so we can review
4 the overall strategic plan.
5 TRUSTEE SCHMITZ: We also need to put on
6 our calendar the appointments to the committees. I
7 would think that -- I don't know whether it's
8 realistic by August 9th. We could tag it for August
9 9th.
10 CHAIR DENT: It could definitely be a
11 business item to appoint committee members. I would
12 be really excited if we had community members
13 interested. We don't have a good success rate with
14 the prior committees. We get a few of them, and
15 thank you guys for serving, but there's always only
16 a few out there. Let's tag that for August 9th.
17 Anything else? I think that closes out
18 long range calendar. Item J.
19 J. BOARD OF TRUSTEES UPDATE
20 CHAIR DENT: Any updates? All right.
21 Seeing none, I'll just take the floor for a second.
22 This, under the long range calendar item, and I
23 think it's important, just came to me, I think we
24 should definitely reconsider or revisit the idea of
25 the Board writing a letter regarding some of these

184

1 I just want to make sure you're aware of those.
2 You've got to be balanced. You've got to
3 dispel, not just those vapid rumors that are
4 convenient to you, but you need to dispel all of
5 them. As we know, this community is split right
6 now, and the community views the Board as being
7 split in a three-to-two fashion. Those comments
8 today that were political in nature were largely in
9 one camp. And, you know, that's fine, but you need
10 to dispel the rumors on the order side of the
11 presentation as well.
12 I'll give you a couple of examples that I
13 would like you to add.
14 One being comments that Trustee Schmitz
15 made, and Tulloch doubled down on, on the \$4 million
16 operating loss on golf. Those are wrong. I know
17 that Trustee Schmitz tried to explain in a
18 subsequent meeting where those numbers came from. I
19 looked at that. It's wrong. Numbers were double
20 counted to come up to that 4 million. Let's dispel
21 that.
22 I heard one of the community members
23 making salacious comments about a lady in the
24 audience that does business with the District and
25 accusing her of ripping off the District. You guys

185

1 hire her, and you've been hiring her for years. You
2 need to dispel that rumor, that you're getting value
3 for what she's providing.
4 Another one that I was involved with, the
5 rumor that the golf clubs are taking all of the
6 prime-time slots. I prepared a sheet going through
7 every single day of the season showing you that the
8 golf clubs, which comprise about 50 percent of the
9 golfers in the community, taking somewhere in the 30
10 to 35 percent range of the tee timings. That was
11 subsequently raised to show a narrower slice of the
12 season, but that was still about 40 percent. Okay?
13 Underrepresented. That rumor needs to be dispelled.
14 You need to think about who is going to
15 police this. You got all sorts of trash going on on
16 social media, people spreading false, on both sides.
17 Okay? Someone needs to monitor that. Who's going
18 to do that? You need to think about this. Who's
19 going to fact-check all the comments in these public
20 meetings? And there's a lot of lies in these public
21 meetings that come up. Someone's got to take
22 responsibility for that.
23 So if you're going to go down that path,
24 fine. Be balanced so both sides -- and you need to
25 be diligent. It needs to be complete. This is a

187

1 create revenue there.
2 My background, Bill (inaudible)'s
3 background is business, this is something we talk
4 about all the time, the potential for revenue there.
5 So, I would just urge you to reconsider
6 and, perhaps, put that committee together at the
7 same time you go golf.
8 Appreciate it. Thank you.
9 MS. SHACKFORD: I was deeply relieved in
10 reading question number 4 on the Board of Trustees
11 frequently asked questions, to see the Board does
12 not intend to privatize our recreational venues.
13 However, such a statement is completely meaningless
14 unless also backed up by some kind of permanently
15 visible memorandum of understanding. Such a
16 documents could be signed by each trustee,
17 confirming that you recognize that being the case
18 recognize our recreational venues are legitimately
19 the responsibility of IVGID, but they are first and
20 foremost for the enjoyment of community members, and
21 that in your tenure on the Board, you would never
22 ask for a study of or approve the privatizing or
23 outsourcing of any of our recreational venues or
24 otherwise invite an outside agency to take
25 managerial and/or financial control of any of these

186

1 big undertaking. And I agree with Dave, you're
2 heading down a rabbit hole. You haven't agreed to
3 anything yet, you have time to back out.
4 MR. CLING: The logic you used for the
5 necessity for a committee -- an advisory committee
6 on golf, and I may have this wrong, I believe, in
7 essence, you were saying that we need to get started
8 by December because it's a spring sport, because of
9 the season. I urge you to apply the same logic to a
10 tennis committee. It's the same thing here, and I
11 believe that -- right now, there's an informal
12 group, four or five people, who have taken that
13 role, and I believe that had we not, we wouldn't be
14 aware of the condition of the tennis courts.
15 If you look at the numbers of tennis and
16 pickleball, the participation is up there. There
17 more people coming last year than the year before,
18 we had COVID, but more people coming this year than
19 next year. And pickleball and tennis are like
20 competitive siblings. They're fighting for court
21 space right now. There's some inherent conflicts,
22 but with this group, we have worked through it. And
23 if we wait to put that committee together formally
24 until later, we're going to miss out on -- I believe
25 we're going to miss out on a lot of opportunities to

188

1 venues.
2 I've listed below my public comment, a
3 suggested draft, of such a memorandum of
4 understanding. I respectfully ask that a member of
5 the Board officially request the drafting and
6 signing such MOU be agendized for an upcoming
7 meeting of the Board of Trustees, so the five
8 trustees can approve the wording, each trustee can
9 sign his or her name on it as being a hundred
10 percent in agreement, and so it can then be posted
11 permanently on IVGID's website.
12 Should such an MOU not be discussed,
13 agreed upon, and individually and collectively signed,
14 such a statement on the frequently asked questions
15 page about question 4 is, as I mentioned, completely
16 meaningless, so please do the right thing.
17 Thank you.
18 CHAIR DENT: Matt, can go to Zoom?
19 MR. WRIGHT: Frank Wright, Crystal Bay.
20 Just to play off what I said earlier, the
21 fantasy fanatics that have come up with statements
22 on social media that are just not true, and then
23 after a couple of months, they become true in the
24 minds of people like Mary Becker, Alice McDonald,
25 and many others that are on there that just keep

189

1 rashing the same stuff over and over and over. It's
2 a lie to begin with. Myles Riner is one of the
3 worst at it. He just makes stuff up, and then a
4 couple days later, somebody on social media will
5 say, wow, that's really sounding good. Let's use
6 that.

7 Well, all these things that made its way
8 into the petition that are going after to the
9 trustees, totally, totally inaccurate information.
10 It's wrong. It's so wrong.

11 And these people that are on these social
12 media sites that actually believe the stuff that's
13 (inaudible) and comes through with reality at the
14 end, it's not real. It's all phony.

15 Some -- Alice McDonald calls me David M.
16 David M is David Mitchell, he runs another website.
17 Mary Becker keeps calling me David M. I'm not David
18 M; I'm Frank Wright. I'm always me. I always
19 acknowledge who I am.

20 Stuff like this has just got to stop. And
21 these people have to look at what the Board is
22 trying to do to make things better here. And for a
23 long time, things haven't been very good here.
24 They've been very bad.

25 Previous speaker just now sat there and

191

1 occur when relying on oral contracts.

2 Indeed, the English legal system of the
3 time suffered from a lack of written evidence. The
4 courts were clogged with lawsuits, and cases were
5 often settled by professional witnesses who were
6 paid for their testimony. Perjury and corruption
7 became the norm.

8 The purpose of the statute of frauds is to
9 prevent fraud or other injury. These purposes are
10 often described as being evidentiary or cautionary.
11 The evidentiary function is to provide
12 documentation that a legal, binding agreement
13 exists. The cautionary function is meant to make
14 each party more serious and deliberate in their
15 transactions.

16 The U.S. has adopted the statute of frauds.
17 Now, the intent or meaning of a subject means
18 nothing. The requirements must be within the four
19 corners of a document, and only that proves what is
20 and what isn't.

21 Now, Mr. Noble, you need to brush up on
22 this because what intent or what your belief is
23 means absolutely nothing. It must be in writing.
24 And when we come to \$25 million, I would suggest it
25 be in writing.

190

1 told us that we need to follow his lead because he
2 knows everything and his numbers are always accurate
3 and always right. Well, you know, show me. Show me
4 the records. Show me the documentation that shows
5 these things are right. Show me that Ms. Schmitz
6 costs us \$25 million. Show me that in writing.
7 When you show me that, I'll believe, but you can't.
8 It's not in writing, never will be, never was. We
9 didn't have a donation for \$25 million, but they
10 keep saying it over and over and over again. It's
11 unbelievable.

12 Then Tim Callicrate with the petition.
13 You can't do it, Tim. It's a felony.

14 Thank you.

15 MR. DOBLER: Cliff Dobler, 995 Fairway.
16 Belief, intent, or written contract of \$25
17 million. I would like to introduce you to the
18 statute of frauds. The statute of frauds has its
19 roots in the active prevention of frauds and
20 perjuries, which was passed by the English
21 Parliament in 1677. The legislation, which
22 stipulated that a written contract be used for
23 transactions where a large amount of money was at
24 stake, aimed to prevent some of the
25 misunderstandings and fraudulent activities that can

192

1 Thank you very much.

2 MATT: There are no other callers in the
3 queue at this time.

4 CHAIR DENT: That will close public
5 comment.

6 L. ADJOURNMENT

7 CHAIR DENT: Our last item, it is 10:26.
8 I want to thank staff for staying a little bit later
9 tonight. We are adjourned.

10 (Meeting ended at 10:26 P.M.)
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1 STATE OF NEVADA)
2 COUNTY OF WASHOE) ss.

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I, BRANDI ANN VIANNEY SMITH, do hereby
certify:

That I was present on July 12, 2023, at
the Public Meeting via Zoom, and took stenotype
notes of the proceedings entitled herein, and
thereafter transcribed the same into typewriting as
herein appears.

That the foregoing transcript is a full,
true, and correct transcription of my stenotype
notes of said proceedings consisting of 193 pages.

DATED: At Reno, Nevada, this 20th day of
July, 2023.

/s/ Brandi Ann Vianney Smith

BRANDI ANN VIANNEY SMITH

\$	\$325 98:12	187:2	1076 43:25	14 92:22 126:18 129:5
\$1,000 82:14 101:25	\$35,000 27:23	<u>1</u>	1079 143:12	14-passenger 177:18
\$10 112:22	\$397,000 27:13	1 9:10 26:15,20, 21 36:12 37:1,3 41:24 114:19 126:12 129:2 176:17,23	1080 174:4	141-1895 29:2
\$100 100:9 101:25	\$4 184:15		1082 162:25	1437 13:10
\$102,513.34 27:18	\$4,000 27:18		1083 177:1	1480 130:9,11
\$117 125:7	\$5 44:6	1.1 119:7	1087 177:1	149 76:22
\$120,000 27:5	\$5,000 27:6	10 21:7 48:12 112:5 114:17	10:26 192:7,10	15 10:15 53:20 54:5 106:10
\$16 107:2	\$50 127:16	10- 107:25	11 11:25 44:20 53:12 54:8 57:18 65:9 114:17	15th 163:10 166:22
\$16,100 17:23	\$500 101:25 102:7	1000 130:7	11.1 53:17 54:8 60:22	16 55:5 58:17 59:4
\$160 98:20	\$53,000 27:22	1003 123:3 128:14	12 4:1,8 21:14 28:8 31:2 45:15 53:16 54:7 76:23 114:18 115:11 130:2	16-week 45:14
\$18 88:24	\$726,000 28:1	1004 143:12		1677 190:21
\$2,800 27:14	\$767 17:24	1006 150:8 159:4		1895 32:1
\$20,000 28:1	\$800 102:7	1007 148:5,6	120/48 112:20	193.130 24:6
\$25 14:3 114:20, 22 116:18,23 118:7,8 190:6, 9,16 191:24	\$900 82:13	1013 148:9	120/72 112:20	1975 46:5
	\$91 98:23 101:22 107:1	1016 148:10	12th 7:6 26:25	1988 18:20
	(1018 148:8	13 21:14 31:2 115:11 119:20	1992 46:7
\$27,000 27:8	(inaudible)'s	1040 148:5		

1995 44:3 46:8	2020 53:18	26 17:21	3022 22:7	40-play 108:1
1996 17:14	2021 27:23 45:6	26th 140:22 177:2,11,22 178:19	306.210 24:1	40-year 9:18
19th 96:15	2022 10:23 11:5 17:14 27:23 29:8 84:20 94:8	27th 10:23	30th 180:15	44 28:12
1st 53:18			31st 177:25	45 128:6,10
<hr/> 2 <hr/>	2022/'23 29:3	281A.520 22:2	32 45:21 55:2	4th 5:14
2 20:8 21:10 26:24 28:7,9 36:6,12 41:24, 25 63:18 70:16 76:1 114:19 116:7 121:5 122:17	2023 4:1,8 10:25 26:25 28:8 29:9 107:9 112:8 177:25	28th 7:16	321 7:8	<hr/> 5 <hr/>
20 29:17 48:16 126:22 130:6,8	21 17:21	290 49:9	33 86:18	5 20:16 26:23 81:15 142:17, 18 161:4,5 162:17
20- 107:25	22.1 163:2	2:00 30:2	35 9:11 185:10	5/0 94:10
2008 100:15	22.1.0 162:19, 21,22 175:22	<hr/> 3 <hr/>	<hr/> 4 <hr/>	5/13 107:15
2010 100:15	23/'24 33:14	3 8:22 36:12 43:10 63:18,19 76:2,17 80:1 122:16,21	4 13:12 20:16 22:10,22 26:11, 12 36:25 80:2 122:21,22 126:11,12 127:2 130:2 142:16 184:20 187:10 188:15	5/19/23 95:21
2011 100:15	23rd 17:1	3.1 159:19 163:24 170:17	4,000 18:21	50 10:8 38:4 88:10 185:8
2013/'14 136:18	24 9:6	3.1.0 22:12 143:9	4.5 44:6	50,000 27:2
2016 8:19 11:12 47:20	241 49:9	30 76:17 77:20 128:11 185:9	4/0 36:24 41:23	501 31:6,16
2017 70:24	24th 8:2 141:9	30- 9:18 108:1	40 37:25 76:18 77:21 185:12	515 5:10
	250 48:17	300 6:7		<hr/> 6 <hr/>
	25th 10:25 141:10			6 28:11 94:5

129:21 161:4,6 162:17,18 176:16	7:00 7:7	922 42:5	absolutely 25:25 39:20 64:22,23 72:22 73:12 75:4 87:23 88:3 115:5 116:13 137:10,12 149:17 170:3, 14 191:23	accident 161:10
60 38:4 77:22	7:18 63:16	986 42:5	abstain 5:24 71:1	accidentally 37:21
654 162:8	7:25 63:15	987 63:24	abstained 76:7	accomplish 85:17
6:00 4:1,7	7:28 63:16	990 63:25	abstaining 5:22 6:3,5	accordance 126:12 143:9 163:12
6th 17:2	<hr/> 8 <hr/>	991 123:3	absurdly 106:22	according 96:15
<hr/> 7 <hr/>	8 11:25 20:24 48:23 104:17 106:19 107:5	995 190:15	abundance 71:21	account 25:4 33:21 48:3
7 8:22 9:11 20:24 76:22 94:17 95:8,10 98:1 105:3,12 130:2 147:18 176:16	8.57 76:19	9th 177:16 180:14 182:8,9, 16	abuse 112:23	accuracy 30:7
7.5 101:9	81-year-old 19:1	<hr/> A <hr/>	abused 36:9,12 104:13	accurate 190:2
7/6 112:12	893 4:9	Aaron 22:6	accepted 85:21 129:23	accusations 91:15
70 19:20	8:45 122:19	abbreviated 44:8	accepting 114:20	accused 57:4 72:18 84:23
72/48 112:19	8:51 122:19	ability 23:10 103:11 167:8	access 14:13 19:19 40:23 98:22 105:6	accusing 80:14 184:25
75 19:20 96:7	<hr/> 9 <hr/>	able 33:9 35:16 69:5 74:23 79:14 98:19,25 152:12 158:3	acknowledge 7:21 189:19	achieve 150:17
767 18:21	917 37:6	above 46:6 48:19,20,21 49:3,4 58:8		
775-831-2971 50:2	921 37:7			

acknowledgement 87:5	85:1 86:15 88:13,21 91:10 93:24 97:14 100:23 102:9 104:2 111:6 113:14,16,24 118:17 130:22 139:13 150:5 152:13 153:19 156:11 157:25 162:1,2 163:9 164:8 169:14 170:22 189:12	addition 13:2 22:23 140:10 164:5	178:20	advert 125:5
acquisition 132:12		additional 44:6 45:9 46:1 47:11 54:15 58:17 74:7 100:25 124:3,9 144:1,3 175:5	adjourned 192:9	advertise 78:3,8 142:25 159:24
across 121:18		Additionally 7:12	ADJOURNMENT 192:6	advertising 158:13 160:19 171:13,18
act 151:22		additions 42:10 100:20	adjust 70:15	adverts 78:11
acting 28:10 34:18 123:5	Adams 33:7,19 34:2 148:17 180:12 182:2	address 13:11 38:10 43:16 61:11 64:4,5,11 66:5 69:22 74:23 77:2 79:6 84:6,12 87:17 89:6,24 91:7 93:11 101:20 122:12,14 143:19 154:19 171:15 179:23	adjusting 100:10	advice 24:24 26:1 132:16
action 28:15 95:4 112:12	add 34:2 39:25 41:6 46:19,22 47:17 58:3 68:16 73:19 79:2 92:22 100:11 101:11 103:24 105:15 119:24 137:16 149:16 151:3 155:5 167:7 168:5,9 180:15 184:13	addressed 66:20 70:24 90:8 156:22 175:5	adjustment 53:17,21	advise 145:17
actions 20:8,20, 23 21:21 32:23 33:3 85:25		addressing 14:12 65:14,17 66:14 68:2 70:1 90:6 93:22	administered 95:2	advisory 12:5 19:9 143:5,8,10 145:19 146:22 155:3,11 186:5
activate 43:8	add-on 168:8	adequate	administering 94:16 95:1,6,7	advocate 154:14
active 190:19	added 22:8 40:10 47:13,14		administration 46:18	affect 16:8,9
actively 65:17	adding 18:24 124:9 144:1 175:5,25		adopt 162:21 166:20	afoul 75:21
activities 190:25			adopted 163:4 164:8 191:16	after 48:4 65:10 84:5,9 151:2 178:3 180:7 188:23 189:8
actual 14:9 24:18			adopting 169:2	afternoon 129:1 177:8
actually 32:21 40:7 42:13 54:1,24 66:19 68:9 69:12 72:15 84:11,24			adult 7:12 10:18	afterwards
			advantage 59:1	

126:21	18,19	50:24 117:6	19:13,18 20:1	155:18 156:1,8,
again 22:17	agendas 147:22	121:18 178:4,	24:13,15,22	19,21 162:8,11,
37:20 38:5		19,23 188:10	25:4,8,21,22	14 164:14
45:22 46:3 54:4	agendize	191:12	26:17 27:18	165:12 171:23,
57:25 59:6 89:8	178:17	ahead 41:6	28:6 32:4,15,18	24 172:4,7
90:22 91:2 99:2		43:22 158:3	33:6 35:8 36:18	174:24 176:8,9
106:12 108:14	agendized	aide 29:15	38:12 40:11	177:11 178:9
109:8 112:17	177:22 188:6	aimed 190:24	41:18,23 44:5	179:24 182:20
113:6 124:10	agent 94:17	Air 18:6	46:14 47:17	184:4 185:5,15,
125:2 135:15	agent's 94:11	Airbnb 98:18	50:5,6 51:7,8	19 187:4 189:7,
146:22 153:11	aggregate 9:21	Airbus 18:5	55:11 57:20	14
179:5 190:10	ago 35:7,15	Airlines 18:6	58:6 60:5 62:1,	allegations 24:9
against 16:4	37:12 40:21	Airway 18:7	9 63:17 64:2	allegiance 4:12,
32:23 33:3 46:4	61:21 66:21	Alice 188:24	66:11,24 70:3,	13,14 6:6
73:6,16 88:13	85:1 107:25	189:15	5,14 71:17	alligations
114:22 115:1	114:4 131:10	align 130:8,10	72:24 73:13	92:14
183:7	139:24 148:16	143:18 147:7,8	74:9 76:1,13,16	allow 44:6,8
age 9:8	154:8	alignment 8:4	77:3 79:7,21	57:13 58:20
agencies 45:13	agree 61:18	12:8 146:25	80:1 81:13,17	115:14 116:5
127:23,24	77:14 79:1 81:3	aligns 152:20	82:4,5,18 83:5,	132:5
133:2 135:6,23	103:22 113:9	all 4:5 6:5,14	6 85:23 87:8	allowed 42:13
138:18 183:5	114:15 120:15	12:22 14:7	89:10,20 90:7	120:4
agency 27:25	122:12 131:22	15:17 16:23	92:3,13 94:23	allows 61:2
136:6 187:24	137:15 151:25	all 4:5 6:5,14	97:10 101:15	115:22
agency's 91:8	186:1	all 4:5 6:5,14	103:6 107:4,9	almost 9:25
agenda 5:17	agreed 118:6	all 4:5 6:5,14	108:1,4,12	49:1 64:12
12:3 13:11	186:2 188:13	all 4:5 6:5,14	110:14,18	154:23
22:11,22 26:8,	agreement	all 4:5 6:5,14	111:2,4,7,12,	alone 18:13
9,11,12,16,17	29:20 33:9	all 4:5 6:5,14	22,23 112:1,5	along 24:12,23
35:24 141:7	43:10 45:21	all 4:5 6:5,14	114:3,4,16	
144:7 161:10		all 4:5 6:5,14	115:17 117:11,	
164:3 181:17,		all 4:5 6:5,14	20 118:1,11	
		all 4:5 6:5,14	119:4 122:2,16,	
		all 4:5 6:5,14	20 124:10	
		all 4:5 6:5,14	128:7,24	
		all 4:5 6:5,14	131:23 132:5	
		all 4:5 6:5,14	133:4,19 134:1	
		all 4:5 6:5,14	136:11 138:8	
		all 4:5 6:5,14	140:13 141:20	
		all 4:5 6:5,14	142:5,9 146:10,	
		all 4:5 6:5,14	23 148:14	
		all 4:5 6:5,14	149:8 150:12,	
		all 4:5 6:5,14	19,20 153:12	

<p>29:13,24 67:14 96:20 102:3 113:25 117:1, 18 174:4</p> <p>already 23:6 34:3 78:8 170:23 175:11, 12</p> <p>also 14:3 15:2, 10 17:24 19:22 28:24 29:3,10 30:3 34:25 35:5 36:3 42:11,21 47:17 48:20 50:18,21 51:24 53:1,22 57:9 60:11,18 62:2 64:4,13 70:9 74:5 77:15 84:22 88:7,12 101:11,20 105:15 111:1 113:19 120:2 125:10 126:10 127:4,22,24 132:18 133:16 138:12 143:2 144:18 147:4 154:1 157:3 159:16 167:7 169:4,7 170:25 178:10 182:5 187:14</p> <p>although 28:17 113:20</p> <p>always 38:1 43:4 47:23 49:5</p>	<p>88:22 128:9 182:15 189:18 190:2,3</p> <p>amazing 25:25</p> <p>ambitious 151:21</p> <p>amenities 93:7</p> <p>American 18:6</p> <p>amortize 44:9</p> <p>amount 83:19 86:16 98:7 102:9 190:23</p> <p>analogy 10:3</p> <p>analysis 107:10</p> <p>and/or 5:8 14:8 29:15 187:25</p> <p>ands 68:12</p> <p>announcement 177:21</p> <p>annual 13:1 27:5,6,25 28:25 29:11 53:21 81:22</p> <p>annually 98:7</p>	<p>another 32:25 35:14 99:8,14 104:10 117:7, 16 119:3 156:14 173:1 185:4 189:16</p> <p>answer's 109:16</p> <p>answering 121:12</p> <p>answers 48:11, 17</p> <p>anticipate 58:22 179:25</p> <p>anticipated 44:5 76:21</p> <p>anybody 50:1 84:10 91:6 96:3 97:2</p> <p>anyone 16:4 67:3 70:14 82:16 106:8 112:15 160:13 163:23 172:10 180:17</p> <p>anything 24:10 34:9 55:10 56:16,21 57:1, 21 58:7 70:6 74:2 75:13 76:1,7 80:16</p>	<p>96:2,9,25 104:2 106:19 107:4 118:9 137:17 160:16 161:16 162:9 167:12 174:16 176:19 180:18,20 182:17 186:3</p> <p>Anytime 38:16</p> <p>anyway 136:9</p> <p>anywhere 24:8, 20 38:4 84:16 85:14 137:2 175:15</p> <p>apart 10:6 151:11</p> <p>apologize 37:15,18 38:6</p> <p>appear 56:5 85:3</p> <p>appearance 46:9</p> <p>appeared 37:24 113:20</p> <p>applicable 40:13 146:25 147:7</p> <p>applicants</p>	<p>146:1,2 150:1</p> <p>applied 90:11 113:22,24 174:24 181:1</p> <p>apply 44:22,23 146:2 158:18 159:17 168:11 186:9</p> <p>appoint 15:8,14 142:22 182:11</p> <p>appointed 142:20,23 145:22</p> <p>appointments 146:4 182:6</p> <p>appreciate 7:22 14:11 70:2 145:8 160:11 187:8</p> <p>approach 62:2 93:3 110:19</p> <p>approaching 10:7</p> <p>appropriate 77:2,12 84:11 91:10 92:12 95:18 138:25 151:10 160:9 169:4</p>
--	--	--	---	--

<p>approval 26:8,9 58:9 138:18 160:23 179:10</p> <p>approve 21:8 22:4 23:13 37:4 39:15,16 41:12 108:15 122:24 140:21 142:20 187:22 188:8</p> <p>approved 26:17 36:25 41:7 94:9 104:3 108:22 144:6,7 157:20</p> <p>approves 111:18 175:22</p> <p>approving 39:18 111:19</p> <p>April 30:16 82:1</p> <p>arbitrary 102:8 106:12</p> <p>area 27:20 79:18 165:21 167:14 169:25 171:13 173:21</p> <p>areas 120:4 142:13 175:16</p> <p>argument 99:14</p> <p>arguments 99:3</p>	<p>arise 79:4</p> <p>Arizona 8:19</p> <p>around 24:14 64:11 89:10 114:7 132:10 142:14 155:4</p> <p>Asia 13:14</p> <p>aspects 20:2 42:19 150:12 155:18</p> <p>assertion 23:1</p> <p>assessed 81:21</p> <p>Assessment 8:17</p> <p>asset 7:14 8:23 9:4 10:9 80:10 86:1,14 144:17</p> <p>assets 12:14,19 86:1 103:19</p> <p>assign 146:1 150:1</p> <p>assigned 145:24 147:11</p> <p>assignments 94:11,18</p>	<p>assist 20:1 24:2 140:14</p> <p>assistance 123:19</p> <p>assisting 150:11 153:3,6, 19</p> <p>association 174:24</p> <p>associations 166:2</p> <p>assume 17:10 160:14</p> <p>assuming 55:21 159:7</p> <p>at-large 142:25 145:22 146:14</p> <p>atop 86:17</p> <p>Attached 17:11</p> <p>attack 16:18 19:1,2</p> <p>attacked 17:2 25:16</p> <p>attempt 19:19 24:2 92:5</p>	<p>attend 10:25 18:22 39:6 68:22 69:3,5,9 70:6</p> <p>attendance 17:15 70:10</p> <p>attended 17:13</p> <p>attending 4:25 67:1</p> <p>attention 25:21</p> <p>attest 38:3</p> <p>audience 52:15 184:24</p> <p>audit 34:22 76:9 146:17 158:7, 19 163:6</p> <p>audited 30:19</p> <p>August 8:19 33:21 35:2 177:13,16 179:16 180:12, 13,14 182:8,16</p> <p>authorities 145:18</p> <p>authority 39:16 145:10</p>	<p>authorization 134:4</p> <p>authorize 122:25 142:25 158:13</p> <p>authorizing 132:7</p> <p>availability 21:3</p> <p>available 11:2 47:5 50:6 57:20,21</p> <p>average 17:23 44:24</p> <p>aviation 18:5</p> <p>avoid 14:1 99:25</p> <p>aware 62:7 71:16 72:5 73:7 74:2,18 79:10 95:22 116:12 154:16 164:7, 22 184:1 186:14</p> <p>away 6:15 16:6 23:8 44:15 131:16 154:17</p> <p>aye 36:19,20,21, 22,23 41:18,19,</p>
---	---	---	--	--

20,21,22 176:9, 10,11,12	backed 187:14	base 9:21 29:18 128:22	157:11	157:25 170:15 178:25 186:17
<hr/> B <hr/>	background 139:11 152:21 174:5 187:2,3	based 18:15 76:4 127:7 138:2 146:2 157:9 173:18 178:13,17 180:15	beaches 6:20 13:24 16:5,6 95:13 100:23 103:12 106:8 131:6 144:21	began 11:4 134:23
back 6:2 8:15 31:23 35:12 37:9,10 41:3 54:4 57:15 60:1 63:1,5,15,17 67:7 68:11 76:8 82:1 84:4 86:20 87:8 89:12 90:22 91:5 93:2,21 97:19, 21 99:9 100:13 101:18 102:13 107:24 108:4, 21 109:6,8,23 110:25 112:13, 25 115:12 120:20 122:8 126:22 127:24 130:13 132:3 133:14 134:10, 17 136:18 137:5,22 138:9 140:17,21 142:11 151:12, 22 152:9 154:4, 6,14 157:7,8,14 158:15 159:1,8 160:23 165:9 170:12 173:25 174:2,13 177:3, 9 179:10,14,16, 19 181:10,14 183:11 186:3	backpacking 122:4	Basha 12:21	bear 139:22	begin 11:23 29:3 45:17 68:20 138:19 143:23 189:2
	backroom 110:9	basically 56:17 105:15 133:21 136:2 138:17 141:2 146:5 152:7	beautiful 10:4 49:20	beginning 33:13 51:9 53:17 118:16 155:14 156:6 170:13
	bad 91:4 189:24	basin 45:7	became 31:20 81:1 191:7	behind 30:15 183:7
	balance 159:4	basis 81:22 139:19	Becker 188:24 189:17	being 4:8 14:1 32:4,5 34:24 35:11 36:1 37:21 57:23 62:17 79:3 86:16 94:19 95:2 98:23 105:8 113:22, 24 115:24 125:18 129:8, 14 135:24 136:15 142:5 147:14 148:13 152:4,8,12 157:23 158:3 160:13 164:19 167:7 170:4 172:23 174:2 180:8 181:3,20 183:5 184:6,14
	balanced 184:2 185:24	basket 93:10	become 16:18 37:1 134:24 155:6 164:16 188:23	
	balances 73:14	Bay 23:23 173:8 188:19	becomes 173:15	
	ball 142:1	BBK 178:12	becoming 10:20 128:10	
	ballot 21:25	beach 14:13 21:4 98:1,4,22 101:10 104:21 106:4,22,23 107:1,2 143:6 144:12 152:7 154:21 155:6 156:3,18	before 8:1 10:22 12:20 40:8 46:21 47:18 54:24 71:19 82:14 90:18 123:20 127:21 129:22 131:25 151:20 152:18	
	Band-aids 11:20			
	Bandelin 27:19, 20 28:11,13,14 31:20 33:5 34:11 38:2 39:3 123:6 142:7 151:4 157:18 177:2 181:24			
backbone 6:24	Bandelin's 127:15			

187:17 188:9 191:10	21:15 24:16,17 26:2 32:1 46:2 77:22 82:7 96:1 129:14 146:19 150:16 189:22	binding 191:12	13 8:3,16 10:22,24 11:22 12:4 13:20 15:4,24 16:19, 20 17:1,9 20:1, 7,23 21:7 23:13 26:19,23 28:12 29:7,11 31:22 32:9,10,11,18, 21 33:11 34:13 35:24 36:17 37:7 42:5,12, 14,16 43:1 58:8 61:22,23 62:6 63:21,25 64:25 65:7,11 66:10 67:15 68:4,14, 17 69:2,13,24 71:6,7,11,12,16 72:1,2,20 74:4, 23,24 79:10 80:4,5,9,13 81:2,15 84:1,3, 18,19 85:2 87:16 88:7 90:7,8,10,16, 18,23 91:16,23 92:12 93:4,13 94:6,9 96:14,25 99:22 100:2,7 101:23 102:13, 14,18 103:4 105:4 106:24 107:6,8 108:9, 11 109:5,16,25 111:4,17,18,19, 25 112:6,13,19 113:1,7,12 114:2,19 115:11,16 116:4 117:19 118:14,22 119:10,11,15,	16,17 120:20 121:7,11,18 123:4 124:5 126:13,15,17 134:5,10,11,17, 20,25 135:3 136:2,20 138:1, 9,10 139:2,4 142:21 143:13, 21 144:13 145:23 146:8, 24 147:8,13,17 148:19 149:20 150:3,12 152:8, 14,17 155:17, 22 157:5,10,13, 25 158:1,12 160:18 161:8 162:22,25 163:20,22,25 164:7,21 165:23 169:2,8, 12,18 170:10 171:10 175:20, 22 176:7 177:1, 23 178:2,8 179:4,6 180:8, 23 182:19,25 183:8,17 184:6 187:10,11,21 188:5,7 189:21
belief 190:16 191:22		bins 48:24		
believe 7:13,23 18:23,25 19:10 20:21 21:4 26:12 35:1,7 62:19 84:25 100:16 134:5 135:18 137:12, 25 148:18 150:9 161:12, 15 162:3 167:21 176:20 180:2 186:6,11, 13,24 189:12 190:7	betterment 14:20	biometric 27:7		
below 188:2	between 8:4 87:16 140:12 157:13	bit 30:15 31:3, 22 38:20 40:15 43:19,21 68:17 71:3 73:24 88:4 90:2 95:22 99:19 100:11, 14 101:1 102:25 104:25 110:5 113:3 124:2 128:10 129:14 131:3, 20 132:8 133:12 140:9 141:2,6 142:13 154:24 155:3,7 159:6,18 163:14 165:6 169:9,10 192:8		
beneficial 183:9	Beyond 58:10			
benefit 15:25 23:18 31:11 33:23 40:3 71:24	bidding 170:20	bite 91:22		
benefited 76:25	big 29:24 46:7 48:24 93:9 123:17 125:8 129:18 151:14 183:4 186:1	biweekly 134:20		
benefits 44:11 45:9 46:1	bigger 126:2	black 67:8,21 68:12 99:17	board's 20:17, 19 75:4 80:2 81:11 106:14 107:11 142:20 146:6 158:11 159:3 160:23 181:25	
best 17:11 39:8 132:25	bike 83:24	block 113:15	board- appointed 62:8	
better 18:12	bill 8:3 10:13 28:5 49:10,12, 13 98:13 117:21 164:8, 16,18 166:12 187:2	blue 129:21		
	billing 27:17 49:5,7	BMP 47:8		
	bills 26:22	board 5:7,11,12,		

board-based 71:15	106:16 136:2 143:11 144:8 152:6 154:18 185:16,24	bridge 87:18,19	broken 45:15 77:8,11,12 79:19	159:19
Board-identified 147:1	Boulevard 4:9 43:25 46:4,9 50:3	brief 145:11	broker 28:1	building 14:2 44:8 46:5,6,7, 17,18,22,23,24 47:13,14 116:20
boardroom 4:8		briefly 129:1 132:17	brought 42:14 81:10 103:3 105:4 107:22 108:3 109:5,7, 24 112:25 134:10 139:25 160:22 165:8 174:2,22 181:20	built 46:5,6,8
boards 69:24 81:9 100:5 154:9	boundary 74:22	bring 32:17 50:14 63:5 87:5 106:10 109:25 122:8 128:24 129:20 136:2 138:9 152:13 155:8 158:15 159:1,8 177:3 179:10,19 181:13 183:10	Brown 139:25	Bull 29:17
Bobby 34:16	bow 16:1			bunch 122:3 159:20
Boeing 18:6	Box 22:7			burdensome 79:23
boing 172:19	boy's 7:10	bringing 37:9, 10 62:13 63:1 106:3 108:4,10 110:12 137:22 154:14 177:9 179:15	brush 191:21	Bureau 44:25
bolster 16:20	Brad 42:4 43:7 47:25	brings 108:8	bucks 80:18	Burnt 155:1
bolts 159:7	brainstorm 168:14	broad 166:1 175:3	budget 5:23 7:18 8:14 11:15 15:10 80:6 88:18 90:11 125:8,17,18,20 126:19 129:12 142:10 147:7	busiest 30:1
bookings 113:15	breadth 174:23	broaden 71:3	budgeting 86:5	business 37:2 50:15 51:11 52:6,9,10 125:8 126:5 127:15, 18 129:13 131:13,19 153:7 168:15, 16,25 169:25 170:2,20,21,23 171:13,17,18 172:14,19,20 173:23 174:25 182:11 184:24 187:3
booth 46:20	break 18:22 39:11 45:17 63:15 78:16 122:18	broadening 19:25	budgets 7:22 80:7 88:18 126:20 142:11 181:6	
born 66:1	breaking 157:11 158:4	broader 131:8 140:5 170:2 172:9	build 12:25 18:9	
borne 56:6	BRET 164:5			
both 7:1 10:17 19:21 20:5 21:17 43:12 45:12 52:9 70:19 99:3,15	brick 9:9			

business-to-business 18:3	California 49:22	can't 6:11 10:5 24:19 56:8,9 58:10 59:6 64:24 68:13 73:21 83:25 84:15 87:17 91:23 97:12 103:5 106:8 119:15 127:16 133:9 136:11 190:7,13	104:22 142:23 143:24 144:19 148:6,9 151:14 152:1,11 153:25 155:24 156:1,22 157:23 159:10 160:1,22 177:16	career 152:22
businesses 44:1,14 127:15 166:3	California/ nevada 165:20			careful 72:4 78:6 127:23 136:16 153:2, 10
but's 68:12	call 4:5,15,17 41:17 43:5 49:10 106:6 168:6 176:8			cars 29:23
buyer's 104:12	called 49:11 161:16 162:1,2	Canada 18:6	Capitol 50:15	cart 123:20
C	callers 192:2	cancellation 21:8 109:9 112:6,7,9 113:1,21	capped 45:1 53:2,11,15 54:16	carve 172:7
C3 31:6	Callicrate 23:25 24:7,11 26:2 80:15 92:19 190:12	candidate 135:8	caps 44:21	case 43:16 59:21 126:2 171:18 187:17
C3s 31:16	calling 189:17	candidates 14:23 15:1 21:25 134:22 135:10,14 136:19	captain 7:12	cases 8:8 113:23 191:4
calculating 55:7	calls 140:11 189:15	cannot 34:23	car 48:25	cast 128:3
calculation 102:15	came 37:23 60:2 80:23,25 82:1,9,18 89:12 109:6,8 110:23 111:4,13,14 116:19,24 127:10 128:2 143:10 144:5 148:20 155:1 161:10 175:8 179:25 182:23 184:18	cap 44:22 53:3, 10 54:20 57:7,8 58:4	card 20:25 21:3 94:15 101:10 102:7 105:15 106:4 107:3	casting 131:8
calculations 56:19 86:16	calculators 110:10,16	capital 7:17 21:3 43:22 51:23 80:9 85:20,22,24 98:8 101:12,14, 15 103:25	card's 107:1	catch 57:17
calendar 27:22, 23 36:7,8,10, 12,25 53:19 63:8 86:23 176:24,25 177:19 181:4 182:6,18,22 183:14	camp 184:9		cards 6:18 94:7, 20 96:5,10 97:7,11 98:20, 24 101:25 104:18 105:17, 22 106:7	categories 40:6
			care 46:16 83:6 131:16	category 37:22 38:1 39:5,7
				caught 30:17
				cause 37:17
				caused 38:7

caution 20:7 71:21	41:10,15,22 42:1 50:8 60:6, 23 61:18 62:4, 23 63:12,17,20 67:17,19,23 68:8,15 69:11, 19 70:5,11,13 72:1,8,25 73:18 74:11,21 75:7 76:1,14 77:14 78:13 79:1,25 81:3 83:12 88:16 90:13,16 91:11 92:20 93:18 96:22 97:22 99:18 100:1 101:17 102:23 104:14 105:13 106:2 107:4 108:21 109:13,21 112:3 113:3,8 114:8,15 115:9 116:6,10 117:1 119:19 120:15 122:20,23 124:24 130:25 137:19 139:4 141:13 142:4, 19 144:4 145:25 148:15 149:11 153:22 158:5,24 159:12,22 160:10,24 161:3,7,24 162:7,14,19 167:2 172:10 173:25 174:13 175:19 176:3,6, 12,15,19,23,25 179:9,15 180:17 181:5,	21 182:10,20 188:18 192:4,7 Chair's 66:25 Chairman 42:25 63:24 123:6 137:4 challenge 80:15 challenges 79:11 chance 37:13 124:18 change 6:12 56:13,14,15 82:23 83:14 87:4 89:2 105:16 136:9 150:18 changed 6:14, 18 66:13 81:15, 17 82:22 101:13 110:6 112:19,20,21 130:6 changes 26:16 37:11 39:18 42:10 61:15 67:4 70:15 88:8 94:9,20 95:15 104:19 112:16 122:24 123:11 124:3 126:23	128:13 131:1 132:2 136:8,12 157:14,15 165:1,11 169:13 178:13, 15 changing 20:17 55:10,11 71:14 81:16 82:4 83:17 87:12 175:24 character 46:2 charge 83:7 121:10 charged 44:14 60:9 98:7 charges 51:1 81:20 83:7 84:17 charging 102:10 charities 31:6 charity 80:18 chart 28:21 38:21 88:5 148:7 charter 158:16 159:11,13	160:21 charts 86:11 chase 84:5 chasing 84:9 Chateau 115:13 check 30:7 60:1 116:18 179:17 check-ins 141:25 checked 54:24 checking 73:10 checks 27:2 73:14,16 chief 14:15 127:10 128:18 children 10:20 chime 34:20 chipping 27:9 choice 14:6 80:18 chose 16:12
------------------------------	--	---	--	---

183:22	39:25 59:14	clients 166:7	coatings 9:20	31:23 32:21
Christmas	72:11 77:6	174:11		50:11,18 63:15
151:20	95:11 97:20	Cliff 190:15	cocaptain 7:12	65:22,23 69:23,
chunk 131:17	110:22 171:7			24 80:15 85:22
	179:20	CLING 186:4	code 47:9	89:7 90:22
CIP 7:19	clarified 87:10		coded 37:21	92:17 99:9
	96:10	clogged 191:4		108:9 115:22
circle 174:13	clarify 33:22	close 26:6 28:6	collaboration	119:15 122:11
	39:22 50:9 51:4	29:3 36:6 45:12	12:22	124:4 133:14
circulated 70:23	52:2,17 53:7	115:24 142:16	collect 48:23	139:12 140:17
	56:25 63:5	162:17 176:16		143:23 151:12
circumstances	71:22 72:22	183:17 192:4	collection	152:9 157:7
21:19	88:15 91:18	closed 30:19,20	44:12,13,17	158:21 179:13
cities 65:15	97:9,21 106:20		45:6,10,14 55:2	180:13 181:10
	120:13 155:23	closely 47:19	58:18	183:16 184:20
citizen 120:6	164:19	133:3	collective	185:21 188:21
	clarifying 52:15	closer 76:22	188:13	191:24
citizen's 22:21	56:4 57:6 150:7		collector 53:20	comes 34:22
	155:21	closes 5:3		62:15 95:13
city 132:18	clarity 87:5	114:17 122:16	collector's	97:21 106:18
	100:11 143:17	161:4 182:17	53:18 60:20	135:17 154:19
Civil 8:18	165:24 175:6	closing 12:20	color 137:16	157:14,25
	clear 31:21			189:13
claim 6:12	38:14,21,25	club 31:12	combination	comfortable
66:24 101:2	41:5 57:16	clubs 19:19	20:6	47:23 74:5
claimed 104:1	76:15 118:10,	31:11 185:5,8	combine 115:11	138:12 140:1
106:21,25	23 119:13		117:4 119:21	141:8 149:20
	129:17 145:15	clue 82:3 89:13	Combined 21:2	159:3,25
claims 52:16	171:4 173:4	coach 7:10		160:17 173:10
104:9	clearer 109:3		come 7:5 12:2	coming 25:10
clarification	clearly 13:14			59:15 66:4
	21:7			68:19 69:14

<p>comment 5:4 17:12 26:7 32:13 65:24 73:7 76:5 81:7 82:16,21,23 88:13 89:18 91:15 100:22 101:3,18 106:21 126:16 158:11 171:24 183:18 188:2 192:5</p> <p>commenting 20:22</p> <p>comments 5:5,7 11:1 17:3 19:2, 8,16 25:3 26:4 33:3 59:12 60:25 62:16 65:22 67:7 79:5 91:16,19,24 92:3 95:16 98:14 104:1 105:13 120:5, 24 124:24 125:11 131:22, 23 145:6 148:1, 8 170:12 183:19,21 184:7,14,23 185:19</p> <p>commercial 48:21 100:24 125:10</p> <p>commercial 127:14</p>	<p>Commission 70:20 71:22 73:2 74:6,9,13, 19 75:1,6,10, 12,19,22 116:10</p> <p>commissioned 8:1</p> <p>commissioners 135:6</p> <p>commitment 115:4 118:4,16</p> <p>commitments 118:24</p> <p>committed 178:22 179:2</p> <p>committee 13:13 15:9 19:10,24 22:21, 23 62:8 76:9 100:2 105:3,12 110:1 111:1 120:6 142:22, 24 143:24 144:12,14,23 145:4,24,25 146:3,17 147:9, 10,12,18,19 149:1,5,23,24 150:8 152:2,3, 12,20,25 153:6, 12,24 154:1,5, 9,11,15 155:25 156:23 157:23</p>	<p>158:7,20 159:6, 11,13,16 160:2, 3,11,14 163:6 177:7 182:11 186:5,10,23 187:6</p> <p>committee's 109:23</p> <p>committees 12:5 19:9 142:21 143:1,5, 10,22 144:3 145:21 146:2,7, 20,23 147:15 148:1,23 149:22 150:4, 19 152:21 153:18 154:12, 22 155:11 158:7,14,19 159:21 160:20 182:6,14</p> <p>common 87:15 92:8</p> <p>communication 47:21 87:18,19</p> <p>communities 16:10 45:8</p> <p>community 7:14,16 8:5 10:17 11:3 12:15,23 15:18, 20,25 20:4,15 23:18 31:9</p>	<p>33:23 37:17 43:4 46:3 59:13 63:22 65:25 66:2 68:13 70:23 79:22 80:10 81:17 83:3,15 86:13, 14 87:16,20 89:15 93:5,9, 16,21 103:11 105:18,20,22 115:12 116:17 127:7 128:9 130:14,16,22 132:23,25 135:12 142:25 144:16,25 145:1,16,22 146:12 147:1, 24 150:15 158:6 165:17 167:14,18,22, 24 168:2 169:3 173:12 175:23 176:2 178:11 182:12 183:6 184:5,6,22 185:9 187:20</p> <p>community's 75:2</p> <p>companies 51:9 52:14 166:9 169:19</p> <p>company 17:7 50:12,21 51:1,7 56:23,24 169:25 175:17</p>	<p>compare 62:18 79:17 90:20</p> <p>compared 79:17 90:17</p> <p>comparing 78:14</p> <p>comparison 111:16</p> <p>compatible 114:5</p> <p>competence 22:18,19</p> <p>competent 146:18</p> <p>competition 136:24</p> <p>competitive 23:10 186:20</p> <p>complaint 72:12,13 73:22 96:15,18</p> <p>complaints 73:6,11,13,20 74:18 171:2</p> <p>complete 14:14 30:12 77:7,13</p>
---	--	---	--	--

118:19 119:16 185:25	concerned 113:12	25:6	164:23 165:3, 12,23 177:23	construction 44:7 118:5 157:9
completed 11:19 30:8 61:9	concerns 11:6 20:14 45:12 163:13,14,16, 19 166:4 168:7	confirmed 70:21	consideration 10:11 42:11 107:11 149:7, 10 160:23 164:1 165:4 166:17 177:16 178:18	construed 19:18 21:24
completely 30:19 169:20 179:1 187:13 188:15	conciierge's 94:19	confirming 187:17		consultants 128:1
compliant 46:10	concise 38:14	conflict 5:25 70:18 71:2,10, 13,18 158:5	considerations 163:20 164:20	consumer 44:24
complimentary 28:25	conclusion 11:16	conflicts 69:10 186:21	considered 40:2,12 166:13 183:5	contact 48:10 49:18 126:7
comply 22:12 98:9 110:24 169:14	conclusions 115:15,22 116:5	confused 31:3 38:20 169:10	considering 163:21 183:12	contacting 95:19 96:14
component 131:6	concrete 84:10	confusion 38:6, 15 94:10,22	considers 162:23	contacts 48:2
components 131:13	concur 60:24	congratulate 15:23	consistency 130:5 181:2	contained 29:9
comprise 165:21 185:8	condensed 161:16,20 162:3,4,5,16	conifers 27:10	consistent 10:15 29:1 166:12	contending 24:18
concept 20:9 64:2	condition 186:14	connection 163:18	conspire 24:3	context 15:6 90:3 112:18 113:7 148:4 171:17
concern 11:10 33:1 37:17 38:6 49:10,11,12 93:12 112:23, 25 175:4	conditions 8:6 11:9 116:20,25	consent 36:7,8, 10,12,24	constantly 134:21 136:9	continue 14:1,4, 10 30:7 31:25 43:13,24 52:5 165:2
	conducts 107:10	consequences 183:25	constituted 143:9	continued 9:1
	conference	consider 135:16 144:11 150:23		

21:16 47:25	184:4	112:2 115:5 127:2 144:4 176:21	costs 44:9 50:25 51:17,18, 19,20,23,25 55:3,5,6,19,20, 21,22,23,24 56:10,11 57:10, 13 58:17 59:3 61:1 82:6 190:6	141:18,19 147:19 163:9 169:23 177:15, 18 184:12 188:23 189:4
continues 9:7	conversation 122:5 124:13, 22 132:14 137:16 140:8	correction 30:8	corrections 30:11	course 16:1 19:20,23 27:11 49:5 86:12,14 160:18
continuing 12:13	conversations 63:3 132:9	corrective 95:4	costs/expenses 28:22	courses 19:15 81:10,18 85:24 114:7 131:5
contract 33:9 42:2,13,20 43:9,13 44:16, 18,20 45:4,19, 23 47:20,22 50:11,13,14,19 51:10,16 52:5, 11,22 53:3,12, 16 54:8,10,19 56:4,6,13 57:2, 6,8,12,19,20 59:12 61:2,14 139:8 171:14 173:22 177:24 190:16,22	conversion 11:24	correctly 70:21 95:14 119:8	counsel 22:3 61:13 62:2 94:13,14,25 95:9 96:11 97:14,15 101:19 115:9 116:7 122:8 126:25 159:10 162:24 163:1 177:24 178:3,6 179:3,7,10 183:23	court 8:6 9:16 11:9,19 15:22 161:15 186:20
contracts 43:15 169:19 173:24 191:1	copy 8:20 50:14 138:3,23	correlation 98:3	counted 184:20	courts 7:18,20, 24 8:10 9:10 10:1,4,7 11:25 12:1 25:14 156:3,18 186:14 191:4
contrast 90:21	core 147:25	corruption 191:6	counties 165:21	cover 52:3 169:22 172:6 174:21
control 133:8 187:25	coroners 191:19	cosigners 23:25 24:13	county 16:8 98:12 127:9 132:15 135:5 139:23 140:1 173:6,8,9	covered 170:1 171:1,20 173:1 174:19 175:12
controlled 133:6	corporation 96:4	cost 17:23 44:5 52:3 55:7 150:14	COVID 100:19 186:18	CPI 45:2 53:15, 21 58:4 60:22
controller 34:22,25	corporations 94:6,12 97:23 166:8	cost-efficiency 20:3		
convenient	correct 49:25 50:12,17,21 51:1,20,25 52:25 53:15 54:3,12 55:23, 25 57:14 58:18 59:25 79:1 83:21 85:15 88:3,12 95:24 96:24 106:24	Costa 42:25 43:1 50:13,22 51:2,4,6 52:1, 24 53:7,11 54:4,11,14 55:9 56:1,8,12 57:3, 15 58:15,19 59:6,19,22 62:19		

create 18:11 19:9 145:12 156:1 187:1	customer 39:13 46:3 48:8 125:21,22,23 126:1,8,18 129:7	185:7	decided 73:3	deeply 37:18 187:9
created 112:6 148:15 175:17	customers 44:11 45:9,13 46:1 48:13 51:1 55:7,13,24 127:17	day's 139:15	decides 101:23	defend 21:21
crews 30:2		days 89:13 112:10,14 141:18,19 163:10 189:4	decision 16:16 42:15 102:13 107:15 114:2 158:1 178:12, 13,17	defender 132:19 133:4
critical 14:16,20 92:10 119:17	cut 15:12 88:18, 19 104:2 157:12	deadline 141:7	decisions 14:21,24 15:25 92:11 126:17 130:15,20	Defender's 133:1
critically 87:9, 14,23	cutting 142:11	deadlines 141:21	deck 142:5	defense 137:14
critics 16:2,19	<hr/> D <hr/>	deal 18:10 20:16 68:10 169:19	declaring 175:11	defer 61:5,15 139:2 141:10
cross 29:14		dealing 20:24 21:14 22:16 67:9 91:8	decline 160:10	deficit 111:15
Crystal 23:23 188:19	data 17:11 30:16	deals 20:18 171:25	declined 21:5	define 81:4 82:17 88:16 89:5 134:25 173:14
CS 89:2	date 107:14 116:4 118:2	debacle 119:7	decreases 103:20	defined 93:23 148:24
curb 44:14	dates 118:1	debris 45:14	dedicated 116:21 118:20	defining 93:13
current 13:20 14:17 15:23 16:19,20 21:25 29:8 44:20 47:9 75:16 76:19 178:4 180:15	daughter 10:19	December 29:8 78:25 177:25 186:8	deducted 55:21	definitely 40:18 41:5 154:17 179:18 182:10, 24
currently 45:15 61:23 74:15 77:4 170:21	Dave 90:2 186:1	decide 65:5 115:19 120:6 146:8 165:5 166:18	deep 82:5,10 109:14	definition 166:2 174:23 175:5
cursory 7:24	David 189:15, 16,17		deeper 132:9	deflecting 91:6
	day 34:24 82:13 102:11 106:11			

deja 169:10	denote 40:5	153:22 158:5, 24 159:12,22 160:3,10,24 161:3,7,24 162:7,14,19 167:2 172:10 173:25 174:13 175:19 176:3,6, 12,15,19,23,25 179:9,15 180:17 181:5, 21 182:10,20 188:18 192:4,7	depends 103:17 derailed 117:20 describe 131:2, 3 132:25 described 132:17 191:10 description 85:13 122:25 123:11,22,23 125:13 132:1 135:24 136:5, 11 137:25 138:17 descriptions 124:15 136:8 deserves 87:21 design 18:20 115:3 117:8 152:14 155:7 designed 9:17 designee 38:24 desire 70:9 desk 37:24 39:10 95:20 96:15 despite 14:5	120:11 detail 68:17 149:19 163:14 determination 74:19 146:6 determine 72:15 135:7 143:4 determined 38:23 44:23 develop 181:6 developed 152:9 developing 31:25 developments 13:15 dials 50:2 Diamond 6:8 27:22 29:14,15 78:10 81:18 83:7 88:14 90:24 127:15 differences 18:10 different 15:14
delay 61:16 96:3,5 97:6,10, 11,13	Dent 4:5,15,18, 20,22,24 5:1,6, 24 23:21 26:6, 10,21 28:5,10 33:25 34:14 36:6,9,13,16,23 37:4 40:20 41:10,15,22 42:1 50:8 60:6, 23 61:18 62:4, 23 63:12,17,20, 24 67:17,19,23 68:8,15 69:11, 19 70:5,11,13, 17,21 71:1 72:1,8,25 73:18 74:11,21 75:7 76:1,14 77:14 78:13 79:1,25 81:3 83:12 88:16 90:13,16 91:11 92:20 93:18 96:22 97:22 99:18 100:1 101:17 102:23 104:14 105:13 106:2 107:4 108:21 109:13,21 112:3 113:3,8 114:8,15 115:9 116:6,10 117:1 119:19 120:15 122:20,23 123:6 124:24 130:25 137:4, 19 139:4 141:13 142:4, 19 144:4 148:16 149:11	Dent's 21:10 deny 6:11 department 39:14 58:1 62:10 123:13 126:7 130:4 133:23 134:16, 17 137:7,12 142:6 department- specific 38:23 departmental 62:20 depend 168:3 dependent 52:21 depending 168:11	delivered 161:14 delivering 118:17 delivers 125:25 delivery 125:19 148:9 Delta 18:6 delving 149:19 demolish 46:19	

39:18 40:15 49:24 51:8 85:3 90:10 92:7 99:7 110:19 115:17 121:1 130:3 135:23 159:12, 20,21 172:6	42:15 63:10 107:24 108:9, 11,13,19 118:11 121:1 124:23 137:20 138:16 139:3 142:3 158:16 160:18 161:8 162:11 165:7	disappointed 16:17	discovered 86:4 94:12	114:8,16 115:21 116:4 119:19,22 165:6 176:7 178:11 180:25
difficult 14:3 78:1 113:14,16 168:11	directly 8:22 78:18	disarray 5:12	discretion 158:11 164:24	discussions 60:17 80:4 119:10,12,14 169:11
dig 107:17	director 15:7 17:17 26:13 28:18 37:8 38:24 40:25 41:12 42:3 61:21 79:13 86:10 107:8 113:10 114:5 123:2 128:25 131:15 139:11 151:12 177:4 179:17	disclose 70:17 163:7 164:12 171:6 174:17	discuss 8:1 37:4 42:20 43:6 45:11 63:7,20 64:17 86:23 89:20 117:10 122:23 135:16 142:19 143:4 161:7 162:9,20	disingenuous 23:4
digging 14:11	director's 110:7	disclosed 71:9, 13,18 164:6 170:8	discussed 31:2 37:11 64:1 81:12 85:2,16 92:15 97:13 115:14 120:20 121:6 159:5 163:20 181:23 188:12	dispatch 46:5, 17
digits 13:6	directors 17:18, 19	disclosing 171:3,5	disclosure 71:23 73:9 162:20 163:3, 11,17 165:25 166:21 175:23	dispel 184:3,4, 10,20 185:2
diligence 11:15	directs 115:21	disclosures 70:22 163:8 164:15	discussing 12:4 28:23 161:11 169:12 181:19 182:1	dispelled 185:13
diligent 185:25	dis- 71:9	discount 31:4,7	discussion 28:15 33:1,6 36:17 41:16 54:24 63:12 64:24 65:1 74:15,16 79:8, 25 81:13 83:20 84:1 89:10 94:4 97:25 100:9 104:14 108:4 109:8 112:3	disposable 43:25
Dillon's 120:3	disagree 91:12	discounted 28:25 31:1,13		disposal 50:12, 15,25 60:9,17 62:16,22
dinner 7:7	disagreed 117:18	disclosures 70:22 163:8 164:15		disputing 55:18
dire 8:6		discounting 31:16		disqualified 136:21
direct 22:1 44:12 50:3		discounts 31:19 39:18		disqualifying 127:20
directed 32:14 80:6 179:4		discover 136:1		
directing 153:3				
direction 41:6				

distant 128:7	document 24:8, 10,16 37:15,22 38:15 40:12 41:7,12 191:19	door 89:18	163:17 165:18 166:7	Duffields 115:3
distracted 14:1		doorway 7:6	drafting 183:15 188:5	during 38:5 44:7 82:20 88:18
distributed 163:11	documentation 84:16 190:4 191:12	Dorado 173:9	drainage 9:19	duties 129:3
district 4:7 5:8 9:13 14:19 17:3 19:15,25 21:20, 24 28:10 29:7 30:4 34:5 37:5 43:18 63:23 76:17,23 94:13 119:1,5 120:1, 18 123:8,18,24 129:15 132:13 162:24 178:20 184:24,25	documented 14:25 15:3 85:9	double 13:6 184:19	draw 115:15	duty 14:10
District's 29:5 67:9,10 124:7	documents 136:9 187:16	doubled 184:15	drive 5:10 16:25 19:24 20:6	<hr/> E <hr/>
District-wide 129:6	dog 104:8 143:8 147:19 177:7	doubling 45:20	driven 104:6 127:13 147:14	e.g. 15:11
Divine 19:10	dollar 102:9	down 15:12 29:24 47:2 56:17 66:3 76:22 79:19 82:20,22 84:7 91:3,13 117:20 124:12,18 132:4 134:6 135:9,17 136:23 140:15, 17 141:17 147:18 154:23 165:9 177:12 178:24 179:24 183:25 184:15 185:23 186:2	driver 46:5,17	each 6:16 8:19 14:18 15:11,14, 17 18:15,21 35:18 64:13 65:3 66:7,14 82:23 83:2 93:17 98:20 145:24 150:4 158:18 159:13, 16 176:20 178:8 187:16 188:8 191:14
Divisive 19:11	dollars 18:14 82:13	dozen 117:17	driving 12:10 19:15,23	Eagle 5:10
Doable 157:3	donated 164:11	draft 33:19 121:3 138:3 159:1 163:11 188:3	drop 24:25 100:5 139:15	earlier 31:2 43:20,21 69:18 94:23 154:15 163:4 178:1,24 180:6 181:10, 24 183:3,21 188:20
Dobler 190:15	donation 190:9	drafted 97:8	dropped 100:4 142:1	early 33:20 62:8
	done 9:4,13 36:2 79:3 81:24 85:25 90:10,23 134:19 135:19 136:25 141:19 144:13 151:19 152:18,21 156:6,8,20		dropping 101:7 183:23	
	Donna 16:24		due 11:14 69:9 163:9 166:21	
			Duffield 6:10 21:15 114:20 119:5	

96:6 137:25	effect 168:17	election 22:1	emails 82:4	189:14
earmarked 151:5	effectively 100:24 156:4	electionary 75:23	emphasize 165:15 178:10	ended 134:12 149:13 157:21 192:10
easier 16:1 47:4 142:14 158:1	effectiveness 18:16	element 87:3 181:1	employee 10:20 38:21 39:5,7 76:18	ending 102:20 155:15
easily 20:12 21:3,24	efficiency 150:14	elementary 183:2	employee's 25:5	Endurance 29:12
easy 67:9 102:25 161:19 168:8	effluent 13:22 14:14 27:13 61:7	elevate 34:16	employees 25:8 37:6 40:12 76:25 129:13 166:15	Energy 27:17
easy-to-answer 121:8	effort 14:5 21:22 92:1 115:1 129:6	eligible 38:1	employer 166:6 174:18 175:10	engage 120:3,4 123:18 145:15
eat 7:6	egos 16:21	eliminate 45:17	employers 174:11	engaged 146:12,18
eating 39:11	eight 10:1 59:18 60:3 131:9	eliminated 98:10,11 111:4 112:22 129:4	employment 175:11	engagement 12:11 146:9
echoed 163:19	eight-week 157:16	eliminating 108:1	encourage 16:21 50:2	engineering 8:18 17:19
economy 101:6 104:7	either 25:23 47:1 118:5 130:9 133:18 166:19 170:1 183:6	elimination 98:4 112:8	end 30:9,16,20 33:20 45:18 72:23 74:7 82:1 88:22 102:10 119:7 136:11 145:14 154:7 166:22 172:7 178:16 179:16 181:7 182:3	English 190:20 191:2
edge 115:24	EI 173:8	else's 93:14	enhancements 12:18	enjoyable 103:12
edit 165:22	elected 15:4 127:10	email 22:11 23:6 35:13 40:24 76:20 133:19 153:22	enjoyed 178:8	
editing 128:17		emailed 8:3,19 150:9		
edits 162:21,23 165:3,8 166:18, 20				

enjoyment 187:20	entrance 106:22 107:2	especially 12:9 14:12 95:12 103:4 151:7 154:4	51:7 72:2 74:18 78:17,21,24 80:20 103:13 110:11 114:12 119:20 141:9 154:16,20 155:6 158:7,13 181:8	59:23 65:2 82:3 93:21 105:8,9
enough 78:19 118:9 128:4 147:17 158:25 159:2 173:6	entrances 106:25 107:3	essence 23:9 186:7	evening 7:8 10:12 22:6 28:18 138:7 158:14,16 164:4,25 166:20 176:22	everyone's 89:16
ensure 69:15 105:5 178:19	environment 65:9 127:8 135:19 180:4	essential 12:8 129:3	event 7:3 13:1 35:18,19	everything 5:20 6:4 7:5 24:11 57:17 77:4 80:15 83:25 92:16 124:17 151:19 190:2
ensuring 12:8 125:19,25 179:2	envy 91:6	essentially 83:22	events 35:17 36:4	everywhere 60:10
enter 60:17 117:6 118:15	equal 105:10	Establish 8:23	eventually 30:16 108:5	evidence 73:12 191:3
entertain 41:10	equality 105:5	established 9:5 22:23	eventually 30:16 108:5	evidentiary 191:10,11
entire 15:16 93:6 100:7 117:21	equally 105:8	ethics 5:22 21:11 22:2 70:17,20 71:7, 12,15,21,22,25 72:11,15 73:2, 5,11,20,21 74:6,8,13,18,25 75:10,12,19,21 116:10 171:2	every 31:12 65:4 69:5 73:21 83:10 88:3 105:6 106:10 120:23 185:7	ex-chair 80:13, 15
entities 51:16 94:19 97:7 129:13 163:7, 17 164:6 165:19 166:3 174:25	erected 44:3	Europe 13:14	everybody 5:6 10:12 63:7 76:15	ex-general 84:25
entitled 53:5,21, 24 54:21,23	Eric 123:2 139:25	evaluate 100:3	everybody's 102:7	exacerbated 113:19,25
entity 51:14 127:19 162:20 163:3 168:12 175:2	Erin 37:8 141:10	evaluation 136:20	everyone 32:7	exactly 5:22 31:24 92:23 96:13 115:17 139:20
	error 37:15	even 9:12 25:16 34:15 40:23		examination 7:24
	errors 172:8			
	escalators 61:4			
	escape 11:16			

<p>example 13:22 20:16 39:5 99:5 103:7 109:1 133:1 167:21 173:18</p> <p>examples 105:1 170:7 172:23 174:1,3,6 184:12</p> <p>exceed 117:7</p> <p>exceeds 53:20</p> <p>excellent 126:1 129:7 181:25</p> <p>except 42:16 107:9 111:21 122:5 144:2</p> <p>exception 110:18</p> <p>excited 34:5 154:17</p> <p>exclude 166:14</p> <p>excluded 170:24</p> <p>exclusive 16:7</p> <p>excuse 20:19 50:16 57:5,9</p>	<p>98:10</p> <p>executive 127:10 128:19</p> <p>executive-level 18:2</p> <p>exemplary 9:13</p> <p>exhaustive 174:7</p> <p>exhaustively 115:14</p> <p>exist 24:19</p> <p>existed 24:20 123:23</p> <p>existing 9:2 33:4 46:13,16, 17,18,19,24 47:7,9</p> <p>exists 43:9 191:13</p> <p>exit 46:23</p> <p>exited 34:1 182:12</p> <p>expand 46:18 144:3</p>	<p>expanded 20:3 45:9</p> <p>expanding 46:17 150:14</p> <p>expansion 11:17 60:19 116:2,3 118:5 119:6</p> <p>expect 158:22</p> <p>expectations 147:10</p> <p>expecting 33:19</p> <p>expenses 88:19</p> <p>experience 12:10 14:25 15:3 48:9 82:8 127:1 146:15</p> <p>experienced 178:14</p> <p>expertise 7:22 33:10</p> <p>expiration 13:8 26:3 178:3</p> <p>expires 177:24</p> <p>explain 51:13</p>	<p>111:10,11 113:7 129:14 168:21 173:14 174:19 184:17</p> <p>explanation 73:25 74:6 78:24 86:20 99:25 109:19</p> <p>explicit 74:9</p> <p>explore 60:18</p> <p>extended 17:16 34:25 45:16</p> <p>extending 9:14 44:18</p> <p>extension 22:14 42:3,12 43:9,14 45:21 50:19 51:15 52:22 56:17 58:3 59:16 60:5,8,18 178:18</p> <p>extent 72:20 138:12</p> <p>external 162:20</p> <p>externally 18:17</p> <p>extra 55:5 57:13 58:13,17 59:3,4 141:18</p>	<p>extraordinary 58:5</p> <p>extremely 113:11</p> <p>eye 10:2</p> <p>eyes 137:13</p> <hr/> <p style="text-align: center;">F</p> <hr/> <p>facilities 9:3 29:1 30:25 31:1,10 32:6 35:25 46:2 47:8 99:12</p> <p>facility 8:17 9:7 11:18 17:24 23:15 31:1,13 42:10 47:2 100:15</p> <p>fact 5:16,18,23 10:9 20:14 30:14 68:10 85:21 105:17 113:19,24 147:15 173:11 174:24</p> <p>fact-check 185:19</p> <p>facts 16:3,11, 16,20 24:11</p>
---	---	---	--	---

67:9 68:3	114:22 185:16	faster 147:23	108:17 110:17 115:23 120:25 121:11 122:7 130:20 139:23 140:1 145:1 154:2,21 170:8	140:7,25 141:23 151:12
factual 21:2 24:19 54:13	falsity 24:21	favor 12:16 36:18 41:18 100:8 114:3,4 142:9 176:9 183:6	feeling 130:12	few 13:15 16:3 29:23 32:19 34:10 62:25 64:9 76:21 83:18 112:24 154:8 155:2 182:14,16 183:14
fail 25:4	familiar 144:19	Feast 8:3 10:12, 13	feelings 16:4, 11,16	
failed 110:23 111:14	family 10:13 96:2,9	February 117:5	feels 121:17	fiction 5:19
fair 32:4 33:5 65:19 120:25 132:4 159:22	fanatics 188:21	Federal 44:25	fees 6:19 20:25 27:25 28:1 31:1 99:10 104:21 106:22,23	fight 65:20 104:8
fairly 113:17 137:7 139:13	fantastic 132:15 140:1	fee 6:15,17 17:24 31:13 81:21 98:2,4 99:23 100:4,5, 8,15 101:10,13, 14,21 102:4,14 103:25 104:21 105:16 106:1 112:9,22 113:13	feet 47:24 48:1	fighting 186:20
fairness 19:13, 17	FAQ 65:11 74:7 75:21 91:7 171:2 180:7	fee/rec 98:1	fellow 11:6 12:16 23:25	figure 118:10 151:18
Fairway 190:15	FAQS 84:6,12 102:13 121:5	feedback 48:6 49:6 60:13 63:21 93:19 104:15 105:18, 20 129:1 138:2, 5,7,8,9 141:14 142:3 148:2	felony 190:13	figured 124:11
fall 10:6 13:4 40:5 45:16 61:17 63:8 124:1 180:20 181:8	far 23:17 25:3, 15 49:6 62:11, 15 65:14 67:17 71:17 74:22 75:1 78:14 96:12 110:6 112:23 118:9 126:1 132:1,7 137:19 141:7 159:5 162:11		felt 138:25 170:9 173:10	figures 67:9 68:10
fall/early 151:17	fashion 184:7		fence 46:17	file 73:11,13,14
falls 61:3	fast 147:16	feel 34:3 48:6 49:2,3 66:22 68:22,24	Feore 37:8,9 39:2,20,23 40:7,18 41:4,9, 13 123:2,5 128:20 132:12 136:7 137:3,24 138:16 139:11	filed 72:12,13 73:6,15,22 163:8
false 14:3 21:12 23:3,5,7 66:24 70:19 76:19 80:3 94:8 98:4 103:7,16				filers 163:13 170:6
				filings 73:17

fill 48:4,8,10,16 113:16 140:12 142:8	find 11:7 18:11 35:12 48:25 50:5 60:1 84:14,15 85:13 88:2 118:4 136:6,22 137:6 161:18	165:12 179:16 187:19	floor 182:21	footing 117:21
filling 13:25 113:15	fine 62:23 67:24 76:14 85:23,25 115:20 116:11 117:23 141:18 160:15 183:24 184:9 185:24	fiscal 29:4 33:13 85:11	flow 148:6	footnote 40:17 41:7
final 14:23 15:13 30:6 33:15 111:3 134:10 135:9, 13,18 136:19 152:14 180:12 183:18,19	finish 109:21	fiscally 19:21 83:21	fly 110:16	forced 16:12,13
finalize 11:15 138:10	fire 5:13 47:24 48:1	fit 46:2 96:21 125:14 156:19 167:24	focus 99:22 125:15,16 128:18 166:14	foreclosed 23:9
finalized 135:25 138:17	firestorm 6:22	five 5:1 7:18 9:23,25 13:3,13 29:19 51:22 59:17 107:3 112:10 186:12 188:7	focused 12:9 14:20 20:4,10 75:24 143:20 175:7	foreign 174:9
finalizing 136:5	firm 138:14 178:24	five-minute 122:17	focusing 13:20	foremost 187:20
Finally 15:17 16:17	firms 138:22 139:14,18 140:2	five-year 19:12 20:5 42:12 43:9 59:16 60:4,18 61:8 147:2,8 156:7	folks 17:12 67:1 94:22 107:16 117:14 132:15 133:2 135:4,6 138:24 140:11, 13 166:23 170:6 174:4	foreseeable 9:23
finance 52:8 86:10	first 4:11 13:17, 19 15:20 19:8, 17 22:10 33:19 34:23 35:2 43:7 50:9 66:6,13,20 67:6 70:24 117:5 124:25 125:4 126:6 143:15,18 163:8 164:25	flavor 174:8	follow 190:1	Forest 27:21
financial 8:14 13:23 14:13,15 30:5,7,16,18 35:16,18 126:20 147:5 157:4 175:1 187:25		flexibility 120:8 139:7,9 141:6	follow-up 43:5	forever 101:22 132:14
financials 82:11		flexible 141:21	followed 90:17	form 15:9 22:21 111:7 121:3 166:23 174:10
		flip 155:4	following 101:20 106:13 148:11,23 174:4	formal 133:23 135:24 138:13, 18 149:4
			font 161:18	formally 186:23
				formatting 124:6,19
				former 16:11,18

40:24 68:17 69:16 89:11 131:10 167:22	158:12 159:25 164:25 173:19 180:13 181:20	frequent 10:15	125:9,10	G
formerly 41:24 63:18 122:17, 21 161:5	found 26:23 28:11 37:6 42:4 44:19 53:4 63:24 95:2 123:3 143:11, 12 162:25	frequently 20:8 63:21 183:22 187:11 188:14	fund 83:16 98:8 104:22	
forms 163:12 166:21 170:5	foundation 114:20 119:5	Friday 5:12	fundamental 11:19	
formulate 19:12 120:13 155:16	four 5:1 45:16 66:21 117:4 135:10 145:22 161:25 186:12 191:18	friends 75:9	funded 81:20 101:12,15 103:24 104:3 119:5	
formulated 107:7	Fourteen 17:22	frivolous 73:13, 17	funding 8:25 11:22	
formulates 107:10	franchise 22:14 43:10 45:5	front 25:16 39:10 95:20 96:15 97:4,19 142:2 149:13	funds 98:9 117:7 119:8,14 120:10 151:5 164:11	
formulating 155:21	Frank 17:2 18:25 19:4 23:23 188:19 189:18	fruit 122:14	funky 40:10	
forum 122:1	fraud 191:9	frustrations 157:5,19	further 8:10 9:9 16:11 20:21 22:16 36:17 41:16 53:15 107:17 176:7	
forums 65:24	frauds 190:18, 19 191:8,16	full 29:19 31:4,6 73:9 77:3,8,9 79:20 116:4	future 5:24 6:2 8:25 9:23 14:17 19:14,22 31:25 35:25 56:23 58:11 59:7 70:25 76:6,10 165:8 183:16	
forward 12:12, 23 62:14 63:11 64:18 65:22 76:24 79:6 86:22 106:15 109:7,25 110:12 111:7 115:4,6 116:12 132:6 136:12 141:5 152:5 154:13 155:3,8	fraudulent 190:25	full-time 37:21, 24 76:22,24	general 4:6 13:12 14:16 16:15 17:16 22:3 26:25 28:7,10 32:16 34:18 37:2 42:9 75:8 83:16 89:11 101:6 104:7 116:7,22 120:1 122:24 123:6 125:11, 24 126:4,5,24 128:8 129:9 131:10 142:7, 15 143:6,7 147:15 151:10 155:10 157:17 159:10,14,17 162:15,24 167:22 177:4, 24 178:3,6 179:3,7,9,20 181:13,24	
	free 32:5 36:2	fully 101:12,15 103:24		
		function 31:12 104:20 191:11, 13		
		functions		

generally 37:25 43:15 45:7 48:15 128:17 129:23 163:15	109:19 126:16, 20 129:11 147:13 149:6 150:5 158:22 165:7 174:8 184:12	golf 5:15 7:3 17:19 19:10,15, 23 20:2 25:23 27:10 28:17,20 31:4,9,11,12 35:9 78:19 81:10,18 82:2, 6,19 83:19,22 84:20 85:16,19, 24 86:7 90:25 107:8 109:16, 23 110:1 111:1 112:5 113:11 114:5 131:5 142:22 143:24 145:3,4 149:23 150:8,12 151:15,16,20 152:25 153:24 154:1,5,9,14 155:18 160:3,6, 11,14,21 184:16 185:5,8 186:6 187:7	74:11 80:19 86:19 91:21 92:1,4 93:18 99:18 102:23 104:15 107:21 108:7 111:21 114:2 121:25 122:7 123:21 125:2 128:13, 16 131:1,24 138:20 139:3, 12 141:15,24 144:16 147:16 151:6 153:24 156:12 157:12 159:7 160:6 161:3 168:23 170:9 173:19 174:8 180:17 182:13 189:5, 23	91:8 115:24 125:9 127:13, 19,21 128:2 131:12,17
generated 27:19	given 11:24 34:4 64:7 107:23 141:5 148:17 161:17 168:6 175:3			governmental 127:6
gentleman 35:7				governments 164:10
gentleman's 7:21				Governor 164:18
geographic 165:14 175:8	giving 24:24 26:1 48:22 108:13			graduate 18:15
geographical 169:16	glad 84:13 88:1			graduates 17:16 18:21
geography 172:25	glossed 5:20			grammar 76:15
getting 6:19 25:10 31:11 48:18 49:4 82:4 90:19 94:23 97:5 115:23 117:25 120:17 125:14 151:1 154:3 162:12 169:2 173:22 179:21 185:2	GM 5:13 16:11 125:16 144:22	golfers 153:12, 14 185:9	goofy 25:6 110:14	Granlibakken 17:25
girl's 7:11	goal 19:10,12, 17 80:7 93:8 145:15 150:4,8, 11 153:23,24 155:14	golfs 107:7	Google 49:19, 20,22,24	grant 21:15 24:19 114:21, 23 116:15,19 117:15,16 118:8,9
give 15:9 18:22 25:11 48:5,11 75:12 102:6	goals 147:10 149:6	gone 7:1 25:8 89:13 112:24 132:17 163:25	gosh 86:25	graph 48:13
	goes 34:6 76:8 101:17 104:24 111:12 148:4 153:7 157:3 169:1	good 7:8,20 10:2,8,12 14:4, 18 20:9 22:6 29:4 34:12 37:18 38:16 49:4 64:16 65:13 66:3 72:8	gotten 118:18	gray 99:17
			governance 65:13	great 12:24 70:13 79:8,24 86:6 130:23
			governed 120:2,9	
			government	

<p>132:14,16,19 133:17 135:12, 20 136:15 142:3 146:11, 16 153:13 156:25</p> <p>greatly 161:21</p> <p>green 45:10 55:2 60:19</p> <p>grids 148:25</p> <p>Grill 82:14</p> <p>gross 55:22,23</p> <p>ground 157:11 158:4</p> <p>grounds 22:15</p> <p>group 14:6 134:11,15,22 145:10 157:1 166:16 174:23 175:2 186:12, 22</p> <p>groups 134:7 165:14,18,24 175:6,23 176:1</p> <p>grown 13:6</p> <p>growth 20:2</p>	<p>150:13 155:18</p> <p>guarantee 25:1</p> <p>guaranteeing 25:23</p> <p>guess 40:11 61:18 83:17 90:19 100:6 103:17,20 109:13 122:3 153:23 155:25 168:10 173:10</p> <p>guest 106:3</p> <p>guests 98:21, 22,23 106:10</p> <p>guidance 74:13 157:10 159:18</p> <p>guidelines 158:9,18,22</p> <p>guilty 88:7</p> <p>guns 102:20</p> <p>guys 63:13 89:15 91:2 142:5 144:8 182:15 184:25</p> <p>gym 14:3 116:21 131:4</p>	<p>gymnastics 116:21 118:20</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>habitual 69:3</p> <p>half 117:17 118:18 157:21 162:7</p> <p>hand 69:22,23 136:10</p> <p>handing 116:17</p> <p>hands 134:13 142:5</p> <p>hang 48:16</p> <p>happen 16:10 25:2 42:21 45:23 58:6,7,10 59:7 69:2 100:22 110:17 181:7</p> <p>happened 33:24 76:11 97:24 107:14 115:17 116:3 131:9</p> <p>happening 29:12 69:1</p> <p>happy 30:23</p>	<p>47:10 49:15 60:4 114:6 152:19 159:9 166:25 179:22</p> <p>hard 11:16 15:24 56:22 57:17 101:8 121:15 141:20 148:11 154:3</p> <p>hardly 106:25</p> <p>hashed 169:17 172:4</p> <p>hat 139:16</p> <p>haul 62:21</p> <p>hailed 44:15</p> <p>hauling 27:10 51:10 52:5,11 56:13</p> <p>having 5:12,13 24:10,11 62:16 63:6 64:24 91:20 103:8 106:15 134:23 135:11 145:14 147:22 148:11 153:25 167:8 172:25 173:12</p> <p>hazardous 8:8</p> <p>head 7:10 25:13</p>	<p>39:9 157:18</p> <p>heading 186:2</p> <p>headquartered 165:17</p> <p>heads 130:4</p> <p>hear 45:13 120:5 122:10 171:23</p> <p>heard 13:17 31:8 55:12 64:16 66:22 70:9 74:14 75:16 84:24 89:19 92:18 105:18,25 141:13 145:1 170:25 171:1 184:22</p> <p>hearing 49:6 91:20 103:10</p> <p>hearsay 24:13, 22</p> <p>heartened 12:3</p> <p>heck 161:19</p> <p>height 38:5</p> <p>held 4:8 47:24</p>
---	--	--	---	---

<p>help 22:21 38:15,17 39:3 43:2 48:2 81:23 82:6 124:13 140:11 142:8 145:17 147:4 148:15 154:13</p> <p>helpful 28:23 41:2 63:7 75:3 79:21 81:5 100:12 136:3 148:13 154:10 155:9</p> <p>helping 146:19 156:1</p> <p>helps 93:17 156:16</p> <p>here 4:19,21 13:10 31:3,13, 15 32:19 38:11, 16,20,25 40:1 42:8,10 44:1 47:3,5,10 49:19 50:3,10,24 52:6,15 55:16 58:21,23 59:15 60:2 64:25 66:7,24 70:18, 25 78:10 86:17 87:1,2,12,20 89:7 91:4,19 99:21 103:23 105:15 106:2 107:14 112:11 119:4 120:23 125:12 126:10 127:5 128:16</p>	<p>129:2 130:7,17 138:2 143:17 147:9 149:5,10 150:17 152:17 153:10 158:9 162:16 169:10, 13 170:21 173:5,7 177:10 186:10 189:22, 23</p> <p>here's 27:3 46:11 56:2 68:15 70:1 77:8,10 90:24 99:4 120:21 132:3 134:18 140:18</p> <p>Herron 148:13 149:16 161:13 162:15</p> <p>herself 17:7</p> <p>hesitation 168:10</p> <p>hey 64:15 65:2 69:1 109:23 120:20 132:3 155:4</p> <p>hidden 117:19</p> <p>high 6:20 7:11 77:15 106:22 113:11 125:3</p>	<p>high-level 18:4</p> <p>higher 45:2 88:4</p> <p>highest 45:3</p> <p>highlight 8:21 133:22</p> <p>highlighted 130:7</p> <p>himself 113:11</p> <p>hindsight 118:13</p> <p>hire 185:1</p> <p>Hired 134:2</p> <p>hires 34:7 76:21</p> <p>hiring 77:4,19 123:10 185:1</p> <p>historical 62:5 112:18</p> <p>historically 81:24</p> <p>history 107:21</p> <p>hit 39:12 118:1</p>	<p>hold 47:25 59:17,22 60:3 65:10 97:1 116:6 174:10 180:6</p> <p>holder 106:10</p> <p>holders 19:14, 18 88:10,11</p> <p>holding 51:7 59:24 83:23 91:21</p> <p>hole 25:12 84:7 91:3,14 92:6 186:2</p> <p>holistically 36:2</p> <p>Holly 5:10</p> <p>Holman 19:6 150:9 183:20</p> <p>Holman's 152:24 153:17</p> <p>home 16:8 21:1, 5 49:21 174:9</p> <p>honor 178:5</p> <p>honorable 59:11</p> <p>honoring</p>	<p>178:22</p> <p>Hoops 132:13</p> <p>hope 118:8</p> <p>hopefully 7:1 30:6 38:14 108:12 142:2</p> <p>hoping 30:11 138:23</p> <p>horizon 18:7 20:5</p> <p>horse 123:20</p> <p>hostile 65:9 180:3</p> <p>hot 49:5 125:1</p> <p>hours 7:23 37:25 38:4 50:4</p> <p>house 10:4 66:2 100:16,18 143:6 144:12 152:7 154:21 155:6 156:4,18 157:11</p> <p>houses 101:7</p> <p>Howard 28:18 107:22</p>
---	---	--	---	--

<p>however 8:2 15:18 34:4 38:10 134:19 158:12 166:3 174:25 187:13</p> <p>HR 15:7 17:20 40:24 77:16 79:13 123:13 128:25 133:23 134:16 137:6, 12 142:6 177:4 180:5 181:20</p> <p>HR/LEGAL 180:3</p> <p>huge 31:8 100:14,16,19 131:16 139:14 142:12 145:13 183:6</p> <p>human 26:13 37:8 38:12 41:12 76:20 123:2</p> <p>hundred 6:7 78:4,9 80:17 122:12 188:9</p> <p>hundreds 18:14</p> <p>husband 18:19</p> <p>hybrid 108:5 154:25</p>	<p>hypothetically 98:16</p> <hr/> <p style="text-align: center;">I</p> <hr/> <p>idea 29:4 51:20 64:7,9,15 66:1 75:7,9 81:2 121:7 131:8 135:11 143:21 153:25 159:22 180:17 182:24</p> <p>ideally 138:9 146:14</p> <p>ideas 64:5 65:14 124:11</p> <p>identified 79:9 138:22 145:20 167:22 178:25</p> <p>identify 142:21, 22 147:4,6 149:21,24 150:3</p> <p>identifying 55:5</p> <p>identity 164:12</p> <p>immersive 18:2</p> <p>impact 20:24 21:1,25 44:12 98:5 103:9</p>	<p>104:19 153:14, 15</p> <p>impacted 130:18,19</p> <p>impacting 8:7 101:4 104:10</p> <p>impacts 60:19 147:5 157:4 173:3</p> <p>imperative 8:12 9:8 11:25</p> <p>implement 84:18 91:1 110:3 126:16 158:21</p> <p>implementation 92:24 94:11 156:10</p> <p>implemented 86:3 87:9 94:18</p> <p>implicate 60:21</p> <p>imply 172:17</p> <p>important 23:13,17 34:15 35:23 40:5 62:6 64:11,13 66:23 68:16 77:17,23 80:12 82:15</p>	<p>87:10,14,24 89:6,9,19,23 94:3 100:1 101:11 103:23 106:2,5 107:13 117:2,13 118:1 119:3,24 122:10 123:16, 18 125:3,4 129:5,18 131:7, 11,20 132:5 135:5 154:4 180:2 181:8,15 182:23</p> <p>impression 116:16</p> <p>improprieties 70:22</p> <p>improve 34:5 46:8 64:23 106:17</p> <p>improvement 4:7 14:19 43:23 45:20 120:1 151:15 153:25 160:22</p> <p>improvements 7:17 42:2 43:22 44:3,5 45:23 46:12 52:3 85:21,22,24 98:8 104:23 142:24 156:2</p> <p>improving</p>	<p>76:14</p> <p>inaccuracies 54:13</p> <p>inaccurate 189:9</p> <p>inadequacies 16:14</p> <p>inadequate 16:21</p> <p>inappropriate 21:11,20</p> <p>inaudible 41:8 189:13</p> <p>incident 95:19, 21</p> <p>incidentals 39:19</p> <p>Incline 4:1,6,9 7:11 8:16 10:14 12:15,24 13:4, 10,15 14:7 15:1 19:6 44:2,7 45:5,7 49:19 50:16 60:11 65:17 66:17 67:15 68:3 70:6 143:6 154:21 155:6 156:3 173:7 183:20</p>
---	--	---	---	--

inclinevillageatwm.com. 50:7	57:10 58:5,13 103:14 107:23 110:8	individuals 5:9 16:19 125:13	informed 67:1 68:23 75:2 79:22,23 119:12 134:16 146:13	94:14 111:8 144:16
include 55:22 67:6 166:4,6 176:1	increased 18:16 45:6 53:22 61:1 113:25	industries 18:5		inquiring 95:20
included 16:14 17:16 20:11 21:23 28:16,24 129:11 132:24 155:15 165:3, 10 166:2 175:3	increases 53:2, 11,15 60:22 88:14 103:20	industry 133:4	infringing 104:18 105:9	inside 18:16
includes 173:8	increasing 12:9 51:25 84:17	inevitably 158:20	inherent 186:21	insight 33:10
including 11:4 20:2 81:18 121:14 150:13 155:18	indebted 171:25	infested 10:6	initial 5:4,5 15:12 26:7 110:23 128:12 140:16 163:21	insinuate 167:6
incomplete 152:6	index 44:24 79:16	influence 108:11 137:2 167:6,9,14,18 168:9,13 169:6 172:25 173:12	initially 10:22 107:22	inspection 7:19
inconsistent 164:17	indicated 40:8 137:6	inform 132:10	initiative 124:6	inspections 7:25
incorporate 138:8	indicates 7:20 99:10	informal 135:14 186:11	initiatives 33:16	instance 78:2 160:7,9
incorrect 53:8 111:17	indicia 173:17	information 30:3 35:9,22 47:11 49:8,14, 18,25 50:10 54:15 87:24 92:7,9,11 93:20 106:15 113:4 117:11 118:3 119:16 120:17, 21 124:9 129:12 133:19 140:16 141:9 146:24 150:5 158:25 159:3 164:13 189:9	injured 8:9	instead 6:17 15:8,15 22:20 36:1 39:11 168:25 172:12, 18
increase 23:3 44:17,23 45:1 53:13 54:23 55:1,3,19,20, 23,24 56:10,11	individual 20:15,22 21:21 64:14 65:19 66:19 74:17,24 103:21 121:13 178:8		injury 191:9	insurance 27:24,25
	individually 188:13		inner-company 62:20	integral 12:14
			innuendos 102:18	integrity 133:9
			inordinate 83:19	intend 187:12
			input 12:7 15:10	intended 43:2 121:3 144:2

171:8 174:7	175:1	40:5 45:15	142:24 143:24	19:21
intending 57:21 80:2,21 171:17 172:13,15,16, 19 175:25	interested 160:13 163:23 182:13	46:21 51:23 58:3 68:6 82:5, 10 88:23 96:17 97:5 99:2,6,17 102:5,6 107:17 109:15 110:5 115:23 117:6, 25 118:15 149:4,7,10,19 151:18 153:4 168:7 189:8	149:24 151:15 152:1,11,21 155:25 156:22 158:2 159:10 160:2,22	issuance 94:15 96:5 97:1
intense 18:2	interests 170:7	introduce 17:11 190:17	investments 9:10 99:11 175:14	issue 22:19 49:6 61:10 69:22 71:4 94:16 97:3 99:25 103:3 138:13 168:7 171:12,15 175:8
intent 20:17 64:5 87:4 99:21 117:6 168:21 169:7 173:14, 17,24 174:21 190:16 191:17, 22	interface 126:24	introduced 85:1 88:9	invitations 139:17	issued 94:21 96:10
intention 59:8 146:20 148:22	interfering 94:6 96:12 153:18	introducing 84:23	invite 187:24	issues 14:12 21:25 62:12 67:3 70:14 72:23 87:17 112:15 183:1
intentionally 23:5	interim 142:8	inventory 27:15	invoice 162:2	issuing 97:7
intentions 20:19,20 59:10 87:22	internal 178:12	invested 134:24 135:1 136:17	invoices 27:12	item 4:11,15 5:3 13:12 22:10,22 26:6,7,10,11, 12,14,15,18,24 28:7 35:24 36:6,25 37:1 40:25 41:16,24 45:19 63:18 65:4,8 70:7,16 76:1,2,17 79:25 80:2 81:14 94:4 95:15,16 97:25 98:1,14 104:15 107:12,19 112:4 114:9
intents 40:11	internal/external 163:3	investigation 21:13 25:2 73:3 139:12	involved 14:22 61:13,22,23 62:8 65:20 95:12 119:15 133:2,5 134:24 136:16 155:2 185:4	
inter-company 62:21	internet 24:14 167:12,19	investigations 72:5	involvement 119:10 132:23 135:12 162:20 163:3,7	
interacted 48:5	interpret 87:21 168:11	investing 73:4	involving 119:14 132:24 133:7	
interest 5:25 25:21 71:2 104:7 136:1 166:15 174:10	interpretation 103:21	investment 98:18 103:18	irresponsible	
	interrupting 39:13			
	intimate 155:7			
	into 6:19 25:4 33:21 34:18,21			

<p>117:17 119:20 121:5 122:11, 16,21 126:11, 22 127:1 129:2 139:14 141:14 142:16,17 145:7 155:12 161:4 162:10, 17 163:25 165:10 175:20 176:16,17,23 179:24 180:1,7 181:17,18,19 182:11,18,22 183:18 192:7</p> <p>items 28:15 36:12 66:8 117:3 122:13 143:11 177:11, 15,19,22 179:23 180:10 183:4,12</p> <p>IVGID 7:23 8:1,5 10:20 13:22 14:11,17,25 15:7 17:12 18:15,16 20:13 43:12,18 51:15, 19 75:22 119:25 120:1, 17 163:18 178:15 187:19</p> <p>IVGID's 11:23 18:22 20:10 50:11 188:11</p> <p>IVGID- AFFILIATED</p>	<p>31:17</p> <hr/> <p style="text-align: center;">J</p> <hr/> <p>January 8:2 10:25 48:14 126:23</p> <p>job 9:14 10:5 38:16 95:11 122:7,25 123:10,22,23 124:15 125:13 130:24 132:1 135:24 136:4,5, 8,10 137:24 146:19</p> <p>jobs 25:9</p> <p>Joe 15:22 18:19</p> <p>John 7:8 11:4, 11</p> <p>Josh 75:11 96:24 138:5 162:11,24 171:22 173:14 176:20</p> <p>jotting 66:3</p> <p>judging 139:16</p> <p>July 4:1,8 5:14 10:23 17:2</p>	<p>26:25 28:8 45:18 53:18 117:7 118:6 163:10 166:22 177:2,22 178:19 179:16</p> <p>jump 156:13 179:22</p> <p>June 7:6,16 17:1 28:17 29:9 48:14 96:6</p> <p>jurisdiction 74:20</p> <hr/> <p style="text-align: center;">K</p> <hr/> <p>Katz 22:6,7</p> <p>Kay 16:24 25:24</p> <p>keep 5:7 16:21 17:6 24:25 52:10 67:20 84:4 85:4 99:11 116:15 188:25 190:10</p> <p>keeping 68:11 134:15</p> <p>keeps 35:18 47:5 189:17</p> <p>Kendra 42:22</p>	<p>43:1 55:18 62:13</p> <p>kept 69:16</p> <p>key 13:20 15:2 125:20,24</p> <p>kicking 62:25</p> <p>kids' 10:19</p> <p>kind 29:21 33:7, 14 38:9 39:9 40:25 47:3 48:24 62:7 63:2 66:3 87:24 110:15 124:5 133:21 137:13 140:9,13,15 158:25 177:13 187:14</p> <p>Klein 7:8</p> <p>knew 100:5,6</p> <p>knowing 41:7</p> <p>knowledge 62:5 72:13,14,19</p> <p>known 13:5</p> <p>knows 5:17 190:2</p>	<hr/> <p style="text-align: center;">L</p> <hr/> <p>labor 45:1 79:16</p> <p>lack 22:18,19 114:11 191:3</p> <p>lady 34:21 184:23</p> <p>Lam 18:7</p> <p>landed 67:11</p> <p>landing 119:13</p> <p>language 8:21 11:12 53:4 58:4,7 76:4 87:15 95:24 124:8 129:19, 25 130:3,10 150:9 168:14, 17,20 171:14, 20 172:6,9,21 173:18 174:17 175:23 179:25</p> <p>large 27:10 105:21 111:15 113:23 116:16 127:17 161:18 190:23</p> <p>largely 184:8</p> <p>larger 58:25</p>
---	--	--	--	---

<p>last 6:20 8:8 12:25 27:2 28:3 29:7 34:8 53:23 54:3 61:20 64:1 67:7 77:20,21 82:14 84:7 90:15,17 98:19 100:18 103:13 105:5,12 107:23 109:24 110:3 112:12 118:6 119:20 129:22 131:25 137:13 145:2 157:10 166:11, 17 169:24 172:22 186:17 192:7</p> <p>Lastly 34:7</p> <p>late 13:4 78:5 124:2 151:17</p> <p>later 10:19 12:24 42:21 44:4 63:8 122:9 186:24 189:4 192:8</p> <p>latest 30:3</p> <p>laudable 153:1</p> <p>law 71:25 146:11 147:22 164:17,19 169:14</p> <p>Laws 120:10</p>	<p>lawsuit 8:9</p> <p>lawsuits 191:4</p> <p>lay-down 27:19</p> <p>lead 15:8 152:19 160:1 190:1</p> <p>leader 142:22, 23</p> <p>leadership 7:2 130:2 135:2</p> <p>leads 129:6</p> <p>league 10:18 13:2</p> <p>learn 25:9 150:24</p> <p>learned 18:15 81:25 82:12 89:22 117:10 118:14,21 119:3</p> <p>learning 18:4,9 75:9</p> <p>least 19:3 54:2 63:1 84:1,3 89:9,23 96:8 107:2 111:5</p>	<p>120:17 151:21 154:15 171:15 175:4 181:4</p> <p>leave 71:5 102:22 134:25 135:6 143:7</p> <p>leaving 15:15 146:8 155:10</p> <p>Lee 18:13</p> <p>leeway 135:15</p> <p>left 111:15 118:19 146:3 169:21 173:6</p> <p>leg 140:9</p> <p>legal 14:7 61:13 62:2 72:23 94:13,14,24 95:9 96:11 101:19 115:9 122:8 133:4 160:16 163:1 179:10 181:20 191:2,12</p> <p>legible 161:21 162:5</p> <p>legislation 190:21</p> <p>legislature</p>	<p>164:9 166:13</p> <p>legitimately 187:18</p> <p>length 86:6</p> <p>lens 22:4</p> <p>less 13:5 21:5 98:23 114:3 148:16 162:6</p> <p>lesson 118:14, 21 119:3</p> <p>let 4:24 22:25 23:8 29:22 51:2 68:25 109:21 134:14 144:4 181:13</p> <p>let's-make-you-smile 17:4</p> <p>letter 42:9 43:8, 14 50:10 182:25</p> <p>letting 52:4 141:18</p> <p>level 15:11,12, 13,14 71:6 79:20 119:6 125:3 149:19 183:8</p>	<p>leverage 145:16 146:16</p> <p>liability 166:8</p> <p>liaison 62:10 145:5 160:5 167:23,24 168:2 169:3 176:2</p> <p>license 173:23</p> <p>lie 189:2</p> <p>lies 185:20</p> <p>life 9:15,19</p> <p>lifeguards 78:19</p> <p>light 19:16 157:1</p> <p>like 4:5 5:25 6:1 7:6 8:2,21 10:4 12:20 13:16 14:2 15:23 22:1 25:12,23 29:21 31:5 33:14 34:3,9 35:19 38:8,10 39:19 42:20 43:15,23 45:14 48:7,22, 25 49:3 52:2 55:13 60:16 63:4 66:15,18,</p>
---	--	--	---	--

23 67:16,23 68:22,24 72:21 74:23 75:7,9,20 76:11 79:4,16 83:7 86:18,25 88:11,20 92:13 97:10 98:21 99:21 100:2 107:18 108:17 109:9,14 110:7, 17 116:7,24 117:24 118:15, 22 119:21 120:25 121:11, 17 122:4,7 124:20 126:8 128:17,18 131:8 134:2 136:10 137:21 138:21 139:10 143:2 147:2 148:7 151:3,19 153:21,22,25 154:2,21 155:10,16 156:13 158:4,8 159:22,23 160:1,2 161:1 165:8 166:5 167:10,16 168:16,22,24 169:3 177:6 179:5 181:9 183:10,11,15 184:13 186:19 188:24 189:20 190:17	138:24 165:13 limited 165:18 166:8 limiting 127:4, 13 line 33:8 48:4, 10 75:3 116:11 118:12 165:13, 23 168:5 lines 67:14 89:17 96:20 102:3 117:2 148:10,20 165:11,12,16 link 74:5 107:14 Lisa 132:13 140:12 list 4:11 79:3 140:13 150:22 174:1 176:1 177:11,13 183:11 listed 35:11 174:6 188:2 listen 137:10 listening 25:19 91:19 177:3	literally 37:23 111:25 139:24 little 30:15 31:3, 22 38:20 40:10, 15 43:19,21 49:7 63:6 68:16 71:3 72:3 88:4 90:2 99:19 100:11,13 102:25 104:25 110:5,14 113:3 124:2,8 131:3, 20 132:8 133:6, 8,12,13 135:15, 21 140:9 141:2, 6 142:13 154:24 155:3,7 159:6,18 163:14 165:6 169:9 173:10 181:11 192:8 live 13:10 49:23 60:1 66:17,24 68:3,13 69:14 70:5 107:16 130:14 living 136:9 LLC 95:21 96:4 LLCS 94:6,11 96:12 97:11,17, 22 Lloyd 8:18 11:12	loaded 121:23 local 128:2 164:10 165:17 locale 172:17 locally 13:7 located 165:15, 19 167:5,17 174:11 175:15, 16 location 50:4 165:14 locations 167:9 173:2 locks 56:17 lodge 29:14,18, 20 30:1 151:4 154:20 155:6 156:3,17 logic 186:4,9 long 11:8 63:8 86:23 119:11 136:7 144:18 146:9 161:20 172:24 173:4 176:24,25 177:20 182:18, 22 183:14 189:23	long-festering 14:12 long-range 33:17 long-term 8:13 longer 11:20 154:3 looked 25:17 172:22 184:19 looking 36:1,2 37:22 43:22 45:24 48:13 52:7 76:11 83:19 86:11 127:6,22 128:1, 14 137:20 148:5 149:18 156:7,25 167:16 looks 12:23 148:7 loop 93:19 loosely 113:22 lose 133:8 136:3 138:14 157:6,16 losing 82:12
likely 48:18,19 180:14 limit 131:11				

<p>loss 184:16</p> <p>lot 12:16 18:21 29:24 38:3 48:9 49:21 57:16 62:12 88:22 96:7 105:18 108:8 117:11, 14 118:3 121:1 128:13,17 131:17 139:8, 16,17 145:9 152:4,13,16,20 154:21 155:5 157:6,12 160:12 161:19 164:24 167:11 178:11 185:20 186:25</p> <p>lots 59:12 91:15 105:19,25 125:22</p> <p>loud 171:4,23</p> <p>love 46:15 128:8 137:10 145:3 180:13</p> <p>low-hanging 122:14</p> <p>lower 29:23 45:7 98:2,16 99:4 100:9</p> <p>lowered 99:22</p>	<p>lowering 98:1,5 99:9 100:8 103:18</p> <p>lunch 39:12</p> <hr/> <p style="text-align: center;">M</p> <hr/> <p>made 6:16 7:15 9:10 14:6,24 23:1 25:15 30:10 36:13,16 37:15 41:15 52:16 53:1 56:5 59:12 60:25 73:7 81:7 88:8, 13 91:15 92:2 94:20 95:21 99:14 101:2,3 106:21 107:15 113:15 114:2 126:10,23 131:23 136:8 164:13 169:21 170:12 172:23 176:3,6 183:21 184:15 189:7</p> <p>Madonna 47:25</p> <p>magically 37:23</p> <p>main 29:14 30:1</p> <p>maintained 12:2 86:2</p> <p>maintaining</p>	<p>9:14 44:9</p> <p>maintenance 9:2 12:18 17:17 27:5,6 46:22 47:1,13,15,16 51:13</p> <p>major 28:3 105:11 127:14 139:14 156:2</p> <p>majority 13:20 15:19 113:23 169:1,7,8</p> <p>make 14:23 15:24 32:6 33:8 35:20 36:11 41:11 59:13 61:14 71:14,20 83:9,12 92:10 93:8 95:13 99:25 101:23 103:23 104:9 106:17 108:18 111:11 114:5 116:5 123:11, 18 127:8,12,19 128:4 129:17 130:15 133:9, 10 135:9 136:12,25 141:1,23,25 142:14 146:24 156:25 157:24 158:1 160:25 164:7,22 165:1, 11 166:18 172:18 175:21 183:8 184:1</p>	<p>189:22 191:13</p> <p>maker 171:9</p> <p>makes 12:15 47:4 52:9 78:22 133:11 175:18 189:3</p> <p>making 31:10 37:18 38:17 52:19 54:2,9 70:1 75:7 76:20 83:20 88:20 91:16 99:10 100:19 112:24 125:17 130:19 132:2 147:6 150:18 171:19, 22 173:23 184:23</p> <p>malinformation 92:8,9</p> <p>manage 8:24 15:7</p> <p>managed 70:21 125:18 129:14</p> <p>management 8:5,23 9:4 22:17 23:1,8 42:1,8,23 43:1 47:8 49:22 50:11,18,20 51:6,8 60:11 130:3 180:20</p>	<p>management's 11:24</p> <p>manager 13:12 14:16 16:15 17:17,18,20 28:11 32:17 34:19 39:14 42:9 43:17,18 84:25 89:11 123:6 125:5,6, 24 126:4,5 128:8 129:9 131:10 132:18 140:1 142:7,15 143:7 147:15 157:17 162:15 167:22 177:4 179:9,20 181:13,24</p> <p>manager's 26:25 28:7 122:25 143:8 151:10 155:11</p> <p>managerial 187:25</p> <p>managers 15:2 17:20,21 123:10 125:18 126:6,7 131:12</p> <p>managing 125:7,17 128:19</p> <p>manner 14:21 15:5 94:20</p>
--	--	---	--	---

<p>many 7:23 8:8 13:3,17 14:19 21:22 37:12 61:21 64:11 70:23 127:17 130:14 159:5 188:25</p> <p>map 156:12,16</p> <p>mapped 147:3</p> <p>March 82:2</p> <p>marching 141:24</p> <p>market 168:16</p> <p>marketing 17:18</p> <p>Mary 188:24 189:17</p> <p>master 8:17 147:1</p> <p>match 114:7</p> <p>matches 124:7</p> <p>matching 14:24</p> <p>material 136:8</p> <p>materials 20:11</p>	<p>21:23 22:4</p> <p>math 106:24</p> <p>Matt 23:21 26:4 188:18 192:2</p> <p>matter 5:22 6:9 19:2 91:3 102:1</p> <p>matters 12:23 13:21 102:10</p> <p>Matthew 5:21 6:24 63:24</p> <p>may 10:2 14:4 16:14 17:9,10 21:5,15 32:15 43:3,4 49:16,25 55:16 56:23 69:8 70:6 71:20 72:4 74:5,17,21 84:20 85:5 94:8,12 96:6,15 98:25 99:1 112:23 135:4 146:7 149:12 151:18 154:24 163:17 175:14 186:6</p> <p>maybe 31:14 34:20 35:24 39:21 62:9,15 69:7 76:11 77:17 78:16 81:4 83:14,17 89:1,2,24 93:22</p>	<p>99:21,23 106:2 108:22 121:24 124:8 139:2 141:6 144:2 148:19 150:22 155:4 168:15 174:15 181:9 183:13</p> <p>Mcdonald 188:24 189:15</p> <p>Mcgee 34:16</p> <p>meal 39:11</p> <p>mean 6:1 38:2 44:13 55:4 56:2 57:16 59:14 74:24 78:8 80:20,22 82:25 84:8,9 88:17 91:18 92:8 96:19,22 97:9, 10 119:25 135:25 137:10 141:4 146:16 170:22 172:2</p> <p>meaning 80:21 150:25 191:17</p> <p>meaningless 187:13 188:16</p> <p>means 19:23 31:24 39:1 62:9 80:20 81:1,8 129:24 140:22</p>	<p>191:17,23</p> <p>meant 100:23 191:13</p> <p>mechanism 44:19,21 55:10 56:15</p> <p>media 24:14 65:21,23 185:16 188:22 189:4,12</p> <p>meet 45:11 111:14 136:21</p> <p>meet-and-greet 135:13</p> <p>meeting 4:6,25 7:16 10:25 11:4 20:11 22:8 64:1,25 65:5,6, 8 66:22 67:7 69:5 89:7 95:3, 18 107:15,17 108:22 112:12 113:5 115:13 116:4 117:8,9 118:11 120:10 121:7 126:23 135:19 138:10, 13 141:7 146:11 147:22 161:8,14,25 162:8 165:9 169:18 177:23 178:19 179:16 180:7 183:16</p>	<p>184:18 188:7 192:10</p> <p>meetings 5:12, 13 17:1 37:12 47:24 68:19 108:23 117:5 136:4 138:15 146:10 157:13 169:12 180:12 185:20,21</p> <p>member 7:16 30:9 37:7 42:3 57:22 61:22,23 68:18 71:17 119:10,15 123:2 126:3 149:1 157:6 162:24 169:5 188:4</p> <p>member's 66:2</p> <p>members 10:16, 24 11:3 16:18 20:15 42:25 65:25 69:2,4 74:24 84:3 103:11 108:12 115:12,14 135:3 143:1 145:16,22 146:14,18 158:6 163:6 164:11 166:14 178:9 182:11, 12 184:22 187:20</p> <p>memo 38:9</p>
---	--	--	---	--

128:15 149:12	103:8 115:11	22:8 26:3	32:15	6:10,17 17:6
memorandum	123:18 141:4,8	107:17 161:8,	Mitchell 189:16	18:22 25:10,13
187:15 188:3	146:7 150:16,	14,25 162:8	model 6:14,18	31:10 88:21,22
mend 144:25	20 168:13,17	miscellaneous	20:6,18 81:16,	117:23 119:4
Menif 27:24	177:18	27:15	17,25 82:4,9,	120:7 142:13
mention 106:3	Mike 27:24	miscommunicat	16,17,18,22,23	152:10 190:23
mentioned 8:15	28:11 123:6	ion 97:24	83:14,17 84:9,	monitor 185:17
43:8 47:18	157:18	misinformation	15 85:8,9,10,	monitoring 86:3
188:15	miles 128:7,10	120:19	11,12,13 87:12,	month 12:24
menu 44:18	mill 68:7	misrepresent	13 88:2,17	27:3,19 28:3
message 171:3	million 14:3	24:2,3 134:13	89:2,3,5,15,18,	30:20,21 33:20
met 128:25	44:6 51:22	miss 157:8	25 93:2,5,13,	35:7 166:22
Michaela 12:11	88:24 114:20,	186:24,25	14,16,23,25	monthly 27:17
Mick 19:6	22 116:18,23	missed 13:15	154:25	45:11 79:10,14,
183:20	118:7,8 119:7	missing 35:13	modification	24 134:19
micromanagem	125:7 127:16	85:5 157:21	166:11	147:12
ent 153:4 180:4	184:15,20	174:16	modifications	months 31:8
middle 64:7	190:6,9,17	misstate 57:21	52:20 175:24	35:15 63:1
might 6:20	191:24	mistakes 37:19	modified 112:10	64:9,12 66:21
40:21 70:9	mindful 153:8	38:17 141:1	114:18	83:18 91:14
72:10 79:13	minds 188:24	misunderstandi	modify 96:19	157:6 163:25
92:23 99:25	minimize 38:15	ng 31:15	97:6	188:23
100:22 101:18	minimum 54:21	ngs 190:25	Mole 102:17	more 18:21 20:6
minutes 13:8	minus 36:25	misunderstandi	moment 101:7	21:8 23:17
	minute 131:25	ngs 190:25	135:22 153:5	31:10 37:10
	minutes 13:8	misunderstood	161:22	38:14 49:7
			Monday 7:20	58:20 65:13
			money 5:23	68:17 71:5,15
				74:16 75:8,9
				76:15 78:17
				84:3 88:21,22
				90:2 93:19
				95:18 98:22
				100:9,11 101:8

<p>103:13 104:7, 25 105:7 106:15 108:11 109:7,9,11 113:3 114:5 118:23 125:15, 16 127:18 129:11 131:3 133:13 134:6 137:16 138:7 141:6,8 142:4 146:12 148:19 149:4 152:10, 15 154:25 155:7,10 157:15 163:14 165:6,24 169:5 173:7 175:7 180:8,14 186:17,18 191:14</p> <p>more-realized 133:14</p> <p>mortar 9:9</p> <p>mortgage 101:9</p> <p>Moss 33:6,19 34:1 148:17 180:12 182:2</p> <p>most 11:19 20:10,12,14 23:13 24:21 37:14 49:12 65:15 78:7 108:17 110:17 131:16,22</p>	<p>138:25 139:14, 18 141:15 157:24</p> <p>mostly 13:14</p> <p>motion 36:9,11, 24 41:10,11,23 69:17 111:7 160:19,25 175:21 176:15</p> <p>Motion's 36:13, 16 41:15 176:3, 6</p> <p>MOU 188:6,12</p> <p>mountain 17:20 27:10 86:12,13</p> <p>move 54:25 115:4 132:6 141:5 154:13 158:3,12 164:25</p> <p>moved 26:15</p> <p>moving 5:3 26:7,18 36:7 37:16 41:24 63:18 70:16 83:16 104:17 107:6 115:6 116:12 122:20 142:16 155:2,8 159:24 161:4 162:17 176:16,</p>	<p>23 183:25</p> <p>Mt 6:6</p> <p>much 16:1 32:13 35:20 38:13 48:22 68:2 91:13 99:1 104:6 118:25 121:22 127:8 137:11 152:15 154:2 156:5 158:1,10 159:19 162:6 178:5,7 192:1</p> <p>multi-year 148:6</p> <p>multiple 138:15 144:19 158:6 161:17</p> <p>multipurpose 116:21</p> <p>municipal 125:6 127:6</p> <p>municipality 43:17</p> <p>must 14:21 54:2 67:14 68:3,13 119:14 191:18, 23</p> <p>Myles 189:2</p>	<p>mythical 84:14</p> <hr/> <p>N</p> <hr/> <p>naked 10:2</p> <p>name 10:13 13:9 19:4 24:22 34:23 66:16,19 134:7 188:9</p> <p>names 51:8 133:17 140:8</p> <p>narrow 19:11 140:15,17</p> <p>narrowed 134:6</p> <p>narrower 185:11</p> <p>national 169:19, 24</p> <p>nationally 13:6</p> <p>natural 47:9</p> <p>nature 16:9 20:12 120:11 145:19 146:22 184:8</p> <p>Navazio 86:10</p>	<p>Nay 176:14</p> <p>near 11:8 175:15</p> <p>near-term 20:5</p> <p>necessarily 5:8 58:19 75:18 95:25 105:19 137:9 143:18 151:10 167:6 175:16</p> <p>necessary 52:20 99:11</p> <p>necessity 186:5</p> <p>need 7:5,17 8:9 9:22 14:14 15:2 18:22 25:12 35:12,24 46:15 67:12 69:14 76:8 79:6 83:6, 21 88:16 90:5 95:13 102:10, 13 103:24 106:4 111:11 117:24 118:16 121:12,21 125:15 127:8, 12,19,23 130:14 131:2 138:4 140:22 141:5,16,18 142:8,13 143:5 149:7,9 152:9 153:2,8,10,14 154:18 156:16,</p>
---	---	---	---	---

17,18 158:8,24 160:16,25 163:6 164:6 177:10 179:19, 21 181:11,14 182:5 184:4,9 185:2,14,18,24 186:7 190:1 191:21	negotiationsolutions.com 19:4	120:2,9	44:21 53:2,5,25 54:2,16,22 131:10	non-profits 164:12
needed 26:11 28:16 32:22 80:8 81:21 88:21 98:9 104:21,22 138:5 170:8	negotiation 18:3	never 5:15 6:8 7:4 9:4 24:20 40:10 47:4 80:4 81:7 82:25 83:2,10 84:24 87:18 89:19 102:20 187:21 190:8	nixed 172:22	none 26:17 28:6 36:18 41:17 68:23 73:6 176:8 182:21
needing 84:2	negotiations 61:24 62:1	new 5:16 7:2 10:4 26:15 33:16 46:8,13, 19,22 47:13,15 67:23 114:14 148:14,25 179:3	Noble 4:20,21 36:21 41:14,20 60:16 67:5,18, 20 68:1,9 69:7 74:12 77:1 78:16 83:18 90:5,20 91:13 95:17 98:15 102:12 104:5 107:12,20 108:25 109:18 112:17 113:6, 10 114:24 115:20 148:3 150:7 152:1 160:4 164:3 168:24 176:5, 10 191:21	norm 191:7
needs 14:24 15:1 32:11 45:11 86:1 108:15 126:25 129:4 156:8,20 181:10 185:13, 17,25	neighbor's 95:20	next 18:25 26:24 28:20 32:13 33:13 54:25 65:5,6,8 79:12 89:7 94:5 95:18 102:5 106:16 120:7 133:20 137:19, 25 138:10 140:24 142:2 151:2,18,22 162:13 181:6 183:13 186:19	Noble's 92:21 93:2,11 96:19 100:21 103:7 110:22	Northern 60:10 62:17
negative 21:1 103:9	Nelson 70:8,12 71:19 72:2,20 74:4,14 75:4,15 96:17 97:3,18 99:20 115:10 116:9,13 138:6, 20 141:4 158:10 159:2, 15 160:17 161:1 162:12, 24 163:2 168:2, 23 169:23 171:7 173:16 174:3,20 175:13 176:21 177:21		noted 8:10 29:6	notation 69:25 72:10
negatively 8:7	nervous 133:12		noting 157:18	note 8:2 13:19 28:16,20 29:10 66:7 83:12 163:22 178:5
negotiated 61:20	net 55:6 128:4 131:9,20 140:5	nice 15:1	nominate 144:14 160:2	notes 70:11 97:18 126:11, 21 128:21 137:5,6 144:5
negotiating 17:13 22:16 61:13 173:23	Nevada 4:1,9 22:2 24:5 27:12,25 60:10 62:17 70:19 79:17 98:10	Nick 150:9	non-pass 88:10	nothing 6:4 20:13 54:20 65:13 93:19 96:23,25 170:14 191:18, 23
		night 5:13,14	non-profit 167:23	notice 113:14, 17 139:15 178:2,16
		nine 27:12		

noticed 148:25	187:10	occur 8:11 191:1	49:19	18 130:7 132:21 136:20 142:4,23 148:7 150:22 151:2,3, 14 152:2 156:14 157:5 159:16 160:6 161:17 162:13 166:7,18 167:15 168:5,8 170:13 173:2, 20 176:15,20 177:21 179:23 180:11 184:9, 14,22 185:4 189:2
noticing 179:25	numbers 86:11 184:18,19 186:15 190:2	October 117:10 118:2 182:3	old 9:12 10:8 37:22 113:1 137:5	
notification 43:11	nuts 159:7	off 5:17 7:3 25:24 34:10 39:13 48:23 62:25 65:10 67:7 91:6 134:13 137:11 156:13 174:1 180:6 181:11 184:25 188:20	omission 172:8	
notified 73:1	NV 27:17		on-video 70:10	
notify 73:4	O		once 40:4,8 106:12 112:24 148:20 150:20 153:2 172:5	
noting 8:3	object 22:16	offer 15:19 34:25 116:8	one 5:17 11:10 12:5 13:18 15:15 23:9,14, 16 30:5 31:18 34:4 37:22 38:2,19 39:5,7 40:22,23 47:15 48:5 49:7 64:13 65:6,10 66:6,7, 13 74:12 75:18 78:4 79:3 80:12 81:22 83:12 84:7,8,14 88:2, 24 89:8 91:24 92:14 95:10 99:16 100:1,25 101:17 103:8, 15 104:9 105:2, 11 107:20 108:11 109:4 110:24 111:25 114:22,25 117:7,17 118:2, 25 119:20 120:24 129:8,	one's 68:23
November 78:5	objective 81:1 93:8 104:6	offered 37:5 74:25		one-fifth 101:21 102:4 105:16
now's 23:19	objectives 126:20 149:6	office 11:18 46:3 49:18,24 50:3,4 70:20 116:22 133:2 173:21		ones 78:7 144:1 150:22 151:9 154:20 174:8
NRS 22:2 24:1 98:10 139:7	objects 14:2	officer 14:16 65:16 166:15 167:24 168:4		ongoing 72:5 146:7
nuance 108:14	observe 60:24	officially 188:5		online 48:4 167:7
nuanced 109:11	observing 154:5	offset 27:18		only 6:11 8:7 13:18 24:21 26:10 38:23 40:2,22 48:7,16 56:23 69:23 82:8 84:14 88:2,24 92:16, 17 97:11,16
number 8:22 11:10 23:14,16 49:25 52:16 76:21 81:15 92:22 94:5 98:19 102:8,9 104:17 106:19 107:5,6 112:5 114:18 116:7 119:20 129:2,5, 8,12,21 130:2, 6,8 140:11 146:4 152:2	obtaining 94:7	often 191:5,10		
	obviously 32:11 113:23 125:12 128:16 135:1,3, 25	 Oftentimes		
	occupancy 19:20			

<p>100:17 103:12 120:3 121:20 124:5 144:24 154:11 156:5 158:11 166:21 167:20,21,25 168:10 170:14 182:15 191:19</p> <p>open 12:24 21:12 55:13,14 76:12 120:9 135:12 146:3, 11 147:22 168:19 169:22 173:6,20</p> <p>Opengov 30:4, 12,22 35:4</p> <p>opening 55:12</p> <p>opens 58:20</p> <p>operate 139:18 158:23 167:5 168:25 170:1 172:13,15,16 175:25</p> <p>operated 165:19</p> <p>operating 78:20 167:5,10,12,17 172:12,16 175:24,25 184:16</p>	<p>operation 13:21 14:11 28:22,24 126:2 153:20</p> <p>operational 14:17,24 64:5 122:13</p> <p>operations 13:24 17:20 20:2,10 67:10, 11 78:20,24 80:8 81:23 83:20 98:8 104:22 150:13 155:18</p> <p>opine 75:19</p> <p>opinion 71:21 75:1 115:19 116:11</p> <p>opportunities 20:3 150:13 186:25</p> <p>opportunity 23:17 39:15 40:3 45:24 61:4 118:22 123:21 124:21 135:13 166:23 170:10 179:6</p> <p>opposed 36:24 166:22 176:13</p> <p>optimization</p>	<p>150:14</p> <p>optimizing 20:1 150:12 155:17</p> <p>option 170:13 175:10</p> <p>options 174:18</p> <p>oral 191:1</p> <p>order 4:7 68:4 87:14 184:10</p> <p>orders 141:25</p> <p>ordinance 94:9, 17,25 95:3,8,10 102:2 105:3,12 147:18</p> <p>organization 168:3</p> <p>organizations 31:3,5,17 32:5 65:16</p> <p>organized 166:3 174:25</p> <p>original 107:24 111:13</p> <p>originally 66:10 172:9</p>	<p>other's 93:17</p> <p>others 18:8 24:3 31:5 72:6 158:20 188:25</p> <p>otherwise 16:13 115:23 128:13 187:24</p> <p>ourselves 118:20 136:22</p> <p>outcome 114:6</p> <p>outcry 31:8</p> <p>outdated 124:8</p> <p>outline 132:20 153:1</p> <p>outlines 40:9 53:13 158:17</p> <p>outright 91:20</p> <p>outs 172:7</p> <p>outside 47:1 64:25 71:24 81:10 124:19 133:7 187:24</p> <p>outsource 80:21</p>	<p>outsourcing 80:24 134:7 187:23</p> <p>over 5:20 9:11 16:3,7 17:21 18:20 24:25 27:2 38:9 52:8 54:3 62:15 90:7 97:17 116:17 136:4 153:11 189:1 190:10</p> <p>over-budgeted 88:25</p> <p>over-budgeting 80:7 82:10 88:20 89:1,3</p> <p>over-collecting 54:1 88:25 89:1</p> <p>overall 48:19 99:13 110:8 153:23 182:4</p> <p>overloaded 142:6</p> <p>overnight 8:11, 12</p> <p>oversee 14:10</p> <p>overseen 15:4</p> <p>oversight 15:11</p>
---	--	---	---	--

overstate 72:7	141:7 143:13	parking 29:24	18:1 20:4	108:2,5 110:15,
overview 46:11	144:6 162:25	parks 17:18	150:15 174:18	19 176:15
overwhelmed 150:21	165:11 176:20	83:15,24 125:5	186:16	passthrough 51:18 58:4
own 6:11 62:21	177:1 179:21	131:6	particularly 31:4 32:3 92:14	past 6:1 10:9
83:23 92:10	pages 28:11	Parliament	125:19	20:20 56:24
108:16 115:15,	42:5 63:24	190:21	parties 123:19	69:15,24 76:7,
19,22 116:5	123:3 124:12	part 12:6,15	partner 49:2	11 81:9 83:18
166:5	143:12 148:9	14:6 17:8 19:17	partners 32:8	85:17 86:13
owned 51:14	161:17,25	29:18 45:21	partnership	90:10,14 102:1,
owner 52:18,21	162:8,25	50:24 77:3,10,	174:9	4 111:24
owner/lease	176:25	18 78:1 110:17	partnerships	114:13 125:12
165:20	paid 6:6 17:14,	121:25 125:20,	166:9	138:22 154:9
owners 10:14	23 29:20 191:6	24 131:16	party 118:5	161:13 178:7
12:17 16:6	paint 10:5	133:24 141:15	191:14	179:7
81:22	paper 161:19,22	143:2,15,16,18,	path 185:23	Paul 13:9
ownership 21:5	162:6 171:11	19,25 144:2	pause 94:24	pavement 9:16,
166:15	paragraph	145:2 149:13	pavement 9:16,	20 46:13,15
<hr/>	143:10 167:4	156:22 164:10	pay 25:20 28:6	46:20 104:12
P	174:5	Partial 46:16	46:20 104:12	paying 84:3
<hr/>	Parasol 14:2	partially 175:4	pass 6:7,20	105:23
P.M. 4:1,7 63:16	parcel 16:6	participants	19:14,18 57:13	payment 26:22
122:19 192:10	81:21 105:6	17:21 18:4	69:12 88:10	payments 27:2,
packet 26:24	paring 15:12	participate 69:8	106:10 108:1	9 28:2,3
28:12 37:7 42:5	park 83:24	participated	111:3,5,8,22,23	
63:25 66:10	143:6,8 147:19	10:19	112:1 161:3	
75:17 117:19	152:7 177:7	participating	passed 24:14	
123:4 132:1	179:13	175:10	50:25 51:24	
parked 29:23	parked 29:23	participation	69:17 84:19	
			190:20	
			passes 36:24	
			41:23 94:23	
			100:25 107:9	

pays 18:21 46:21	percent 6:7 19:20 44:21 45:2,3,4 48:16 49:11 53:2,5, 12,16,20,25 54:2,5,22 76:18,19,22 77:20,21,22 86:18 88:10 101:9 107:23 122:12 185:8, 10,12 188:10	period 8:14 45:10 54:1 119:11	12:7 61:12 93:15 155:24 156:10	11:17,25 12:6 143:6 149:23 186:16,19
Peak 6:8 27:22 29:14,15 78:10 81:18 83:7 88:14 90:24 127:15		perjuries 190:20	perspectives 115:18	pickup 59:5
pencil 182:2		Perjury 191:6	petition 19:3 24:4,12,18 25:20 189:8 190:12	picture 69:16 77:7,13 93:9
PENDING 176:18		permanently 187:14 188:11		pictures 47:10
pension 174:11 175:14,17	percentage 105:21	permits 27:21	petitions 14:8	piece 52:8 131:17
people 15:2 24:23 25:18,19, 21,23 30:1 48:10,15,17 49:9,11,12 58:21,25 70:2 73:11 87:11 89:25 91:5,16 92:7,18 99:8 105:19 113:15 115:21 116:5 120:12 127:20 128:2 146:1 149:21 150:2 155:2 159:5 171:2,4,25 172:1 185:16 186:12,17,18 188:24 189:11, 21	perception 114:13 116:23	person 69:6,9, 15 72:12,18 117:17 121:19 129:5 130:22 174:22	phonetic 12:21 27:24	pieces 52:9
	perfect 41:9 64:22	person's 166:7	phony 17:4 189:14	piggybacking 33:25
	perfectly 69:20	personal 69:9 71:24 75:23 115:25 130:12 166:5 174:10	phrase 153:5 173:15	Pinkerton 127:25 131:10 136:18
	performance 16:15 35:17,19	personally 14:4, 22 15:18 139:23 149:2 178:7	phrased 74:16	PIO 65:16
	performed 8:17	personnel 78:20 96:16 129:23 133:24 178:13	physical 167:10,16 168:22 172:17	pipeline 13:22 14:14 23:14 27:14 61:7 141:17
	perhaps 32:10 51:12 53:2,9,14 54:18 61:17 76:4 79:9,13 113:25 147:23 173:13 174:15, 19 187:6		physically 170:23 173:7	pivot 74:16
perceived 84:2	perimeter 46:16	perspective	pick 14:18 32:11 84:2	place 154:8,22 157:20 167:10
			picked 134:1	Placer 173:6,8
			pickleball 10:16	

places 83:10 134:2	pleased 13:19	policies 20:10 39:19 40:14 84:16 85:14 90:25 126:13 133:25 148:14, 17,18,23 149:8, 9,16	pool 27:25 135:8 155:1	posting 133:23
plan 8:17,24 9:5 19:12 29:6 32:15,18,19,20, 22,23 33:2,4,8, 12,16,24 34:2 61:8 132:10 146:25 147:1,3, 8 155:8 156:1, 4,7,9 157:2 177:17 182:4	pledge 4:11,13, 14	policy 5:15,23 20:13 21:9 22:12 31:16,23 32:9,10 38:25 40:9,17 69:13 70:10 84:19 85:17 86:2,21 87:8 88:8 90:8, 11,17 92:24,25 95:1,7,8 109:10 110:24 111:15, 16 112:6,7,9, 13,14 113:21 114:14 126:14, 15,17 143:9 145:13,14 149:4 158:17 162:19,21,22 163:2,5,9,12, 16,21,23,24 164:14,17,20, 21 165:1,7,25 166:19,20 170:11 171:8,9, 22 175:22	poor 10:2 48:8	potential 60:19 73:23 162:23 165:22 166:11 178:18 187:4
planned 8:13	plenty 73:5 160:7		pop 177:19	potentially 19:11 42:9 60:21 114:11 117:3 119:1 120:19 143:25 162:21,22 166:7 167:11, 13 183:12,15
planning 8:14 148:6	plowing 121:10		portfolio 83:5	practice 39:3 43:13
plans 20:19,20 23:2 46:8	plug 153:24		portion 183:6	practices 20:14 77:19 106:14 129:23
plate 137:11 160:8	plus 28:1		position 14:18 34:23 35:1 123:14,17	Pratt 18:6
platform 30:5, 12	point 18:14,16 49:17 64:20 72:8,9 74:11,21 84:10 85:8 92:22 93:2,12, 18 96:19 103:23 107:12 109:22 110:22 111:21 119:13 124:11 126:6 136:15 138:11, 21 154:19 156:25 168:15, 23 169:24 180:23		positions 76:23 77:3 123:9 140:12	pre-booking 112:22
play 8:7 10:17 13:3 102:17 107:9 108:2,4 110:15,19 111:3,4,8,22,23 112:1 144:20 188:20	pointed 66:19 120:20	political 20:12 115:25 184:8	positive 153:16	precise 38:14
players 11:7	points 52:15 74:9 153:16 170:2,9	politicians 18:18	possibility 12:4	prefer 61:16 66:11 128:11 160:18 172:9
playing 10:16	police 185:15	pond 23:15	possible 21:11 73:23 128:9 130:21 145:12 159:20 175:2 180:8	preferred 32:8 130:21
			possibly 57:23 122:23 142:19 143:4 161:7	premature
			post 123:14	
			posted 188:10	

22:15	158:10 169:17 170:5	185:6	privileges 37:5 38:2,21,23 39:7 40:9 94:17	17,24 133:5,9, 22 134:9,14,18, 23,25 135:18, 21 136:16 137:2,4,8,23 139:13 140:15 141:19 142:11, 14 143:24 147:18 150:23, 25 151:1,6 152:12 154:7, 23 155:2 157:16 173:22 177:5 183:9
prepared 55:1 104:12,13 185:6	prevent 190:24 191:9	principles 33:17	probably 29:16 30:13 35:15 78:2 90:9 95:18 96:20 101:8 138:4 139:25 151:6,14 177:14 182:2	
prerogative 75:5	prevention 190:19	print 38:22 162:5	problem 91:2 103:1	
present 4:23 5:2 21:22 28:18 126:14	previous 12:11 30:21 32:16 84:19 94:9 100:2,5 101:23 106:13,23 112:18 169:18 189:25	prior 53:19 78:15 108:23 112:13 182:14		processes 148:24
presentation 22:14 26:13 42:1,23 43:2 51:10 58:14 63:2 184:11	previously 32:16 166:1	priorities 12:8 147:2 156:9	procedural 37:10	procurement 177:17
presented 13:17 41:12	price 44:24 53:1	prioritized 157:2	procedures 85:14	produce 24:16, 17 150:5
presently 143:8	prices 6:16 100:17,18	private 137:16	proceed 21:17	produced 147:16 148:12
presents 71:2	pricing 50:5 84:19,24,25 85:4,5,17 86:2, 20,24 87:8 88:8,14 90:8,9, 11,17,25 92:24, 25 110:24 111:14,15,16 180:25	privatization 92:15	proceeded 116:19	professional 7:25 139:8 146:15 191:5
preserved 12:2		privatize 80:3,5, 14 84:8 92:16 187:12	process 11:15 14:7 15:6,15,16 42:18 61:22 64:21 72:22 73:25 74:6,17 75:13,14 80:6 82:12,15 86:5 88:17 91:18 94:24 100:3 102:1 109:4 123:1,7,12,15 127:25 131:3,7, 9 132:5,8,16,	professionally 12:1
press 34:17		privatized 81:9		profit 35:20
pressing 62:12	primarily 127:6	privatizing 20:17 80:17,20 81:4,7 187:22		profits 6:18 44:21 81:22 83:8
pretty 11:13 24:17 31:20 43:23 104:5 115:14 122:14 139:18 151:15	prime-time	privilege 177:7		

program 45:15 59:1 60:20 101:12,15 103:25 166:6 175:14,18	proper 12:17 73:1 120:10 129:25 136:25	proposed 7:18 42:2 67:24 75:17 107:25 165:3,13 166:13	98:21 112:17 129:7 133:16, 19 140:8 148:4 152:15 161:8 166:23	121:25 126:3 127:11 132:19 133:1,3 164:13, 15,20 170:25 171:4,24 176:18 183:18, 19,21 185:19, 20 188:2 192:4
programs 10:19 29:1 174:11	properly 13:20 70:17 71:8,9,13 126:5	proposes 45:20	provided 29:7 35:21 113:6 148:13 159:3 170:6 172:23 178:1 191:11	publically 127:2
progress 14:20 29:9	properties 96:8 99:1,13	proposing 55:12 173:18	provides 19:13 43:25 135:14 141:6 163:5	publicly 37:14 50:6 57:7,19 66:20 70:24 127:3
progression 109:2	property 44:15 71:9 80:10 95:4,20 98:2,5, 6,12,16,18 99:4,7,8 100:20 101:4,5,6 103:20 104:4,6, 10,11,19,20 165:20 166:5	proprietors 167:4	providing 19:17 32:5 48:17 56:18 104:25 141:8 165:23 178:16 185:3	published 44:25
prohibited 164:10	proponents 92:17	proprietors/sole 166:9	prudent 83:21	pull 26:11,12
prohibition 75:22	proposal 11:24 19:9 110:23 111:13,14 152:14 153:17 171:19 172:11	prohibitions 166:10	public 5:4,5,7 15:5 16:7,13,18 17:3,12 19:1,16 26:4,7 27:16,25 35:6,11 42:4 46:20 57:22 58:1 65:22,23 73:7,20,21 74:8 76:5 82:21 87:25 88:13 89:18 91:15,16, 19,24 92:3 101:2,3 104:1 106:21 111:8 115:15 119:4,8, 14 120:5,10	pulled 140:22
project 21:16 27:14 61:7 115:3 118:19 148:9 157:11, 20 170:20	proposals 108:8,9 111:3 134:10 151:21 152:6,8,25 153:13 157:7 173:23	protect 10:9 95:4	pulling 115:4 124:14	punch 6:18 20:25 21:3 96:5,10 97:7,11 98:20,24 101:10,25 102:7 104:18 105:15,17,22 106:4,7 107:1,3
projected 98:7	propose 107:24 171:15	protecting 19:22	punished 24:5	punitive 21:8
projects 8:25 61:7 101:16 104:2,3 144:20 147:24 152:13 156:11		protects 19:14	purchase 174:9	
proof 56:19		proved 22:18		
propane 47:9		proves 191:19		
		provide 11:22 28:21 29:5,23 31:22 33:9 34:13 42:23 63:20 74:7		

<p>purely 39:19 98:6 104:20 127:13 128:2</p> <p>purporting 24:12</p> <p>purpose 13:11 75:8,23 153:9 155:11 191:8</p>	<p>98:3 111:6 112:11 114:19 119:1 123:20 124:12,15 133:25 146:4 154:7 158:8 161:10 162:16 171:10 173:19 182:5 186:23 187:6</p>	<p>166:16 174:23 176:1</p> <p>quality 8:7</p> <p>quarter 162:8 166:21</p> <p>quarterly 163:8</p>	<p>50:8 63:22 64:19 79:4 97:17 98:14 121:9,13,23 124:24 145:10 152:17 157:24 167:1,2,15 175:19 177:20 180:9 183:22 187:11 188:14</p>	<p style="text-align: center;">R</p> <hr/> <p>rabbit 84:7 91:3, 13 92:6 186:2</p> <p>race 29:13</p> <p>radar 29:21</p>
<p>purposes 39:25 40:11 100:24 115:25 191:9</p> <p>pursue 42:16,17</p> <p>push 21:8 105:11</p>	<p>puts 25:6</p> <p>Putter 15:22</p> <p>putting 63:7 69:25 125:1 149:4 154:22 169:8</p>	<p>question 5:19 10:7 20:18 21:7,10,15 30:24 38:19 40:20 49:9 65:25 66:4,8,9, 12 70:23 75:17, 24 77:15 81:6 93:1 95:25 96:6,20 97:6,8, 15 99:19,24 101:19 103:2,3, 6 109:15 115:2 129:20 132:22 133:11 142:4 167:3,19,20 168:1 176:9 180:22 187:10 188:15</p>	<p>queue 26:5 192:3</p> <p>quick 26:13 39:11 109:22 116:6</p> <p>quickly 24:17 37:13,16 122:15 139:18 141:1 151:22 152:15</p>	<p>railroad 48:25</p> <p>raise 6:7 60:12 164:20</p> <p>raised 20:15 174:22 185:11</p> <p>raises 60:11</p> <p>raising 6:16</p>
<p>pushback 170:5</p> <p>pushed 181:11</p> <p>pushing 80:13 151:18</p>	<p>pyramid 84:24, 25 85:4,5 86:17,21,24 180:25</p> <hr/> <p style="text-align: center;">Q</p> <hr/>	<p>questioned 7:17</p> <p>questions 20:9, 16,24 21:14 28:5,19 30:23 33:24 35:3 38:10 41:17 43:3,6 47:11,12 48:18 49:16</p>	<p>quiet 16:10</p> <p>quite 13:15 29:23 38:24 48:22 49:1 60:4 128:7 139:8 177:8</p> <p>quote 5:24 7:19 8:22 9:6</p> <p>quotes 140:3</p>	<p>Raley's 19:3 25:16</p> <p>ran 124:16 168:7</p> <p>random 126:11</p> <p>range 19:15,23 63:8 86:23 176:24,25 177:20 182:18, 22 183:14 185:10</p>
<p>put 5:16 15:20 23:14,15,16 24:4 25:13 34:3 40:16 41:5 58:7 64:17 65:11 67:12,13 69:7 70:19,25 75:20 76:18,24 79:6, 14 80:3,17 86:17,23 89:21 91:4 94:24 97:1</p>	<p>qualifications 124:17,18 127:1</p> <p>qualified 165:25</p> <p>qualify 175:6</p> <p>qualifying 163:5 165:14,18</p>			

rashing 189:1	reaching 135:22 140:2	really 25:12,20 30:17 47:18,24 57:16 64:10 69:22 73:24 74:16 78:4 79:8 86:7 89:14 93:19 97:4 99:22 101:25 102:8,10 103:5 114:24 115:16 118:1,8 122:14 123:21 124:4, 21 125:24 126:6 129:4,24 130:13 131:24 132:14 133:21, 22 141:24 146:20 147:14, 21 148:19 149:19 156:11 159:4 168:20 180:2 182:12 189:5	20:25 39:6,8 83:1,23 87:1 94:17 98:4 99:9,22 100:4, 5,8 101:13,14, 21 103:25 104:21 116:2,3 125:5 131:4	recommend 48:18,19 108:17 158:15
rate 19:20 44:17,19,20,23 53:13,17 55:10 58:5 60:3,9 61:2,3 62:17, 21,22 76:18,19 77:5,9,10,18 107:10 110:8 182:13	react 171:10			recommendatio n 102:6 108:19 110:8 133:15 171:9
rate-making 56:15	reader 27:7		recall 14:5,8,9 19:3 21:22 84:20 88:9 115:1 119:8 131:9 179:17	recommendatio ns 11:17 105:4 107:11 109:24 111:1 124:4,16 126:14,15 139:10,12 146:24 147:5,6 148:18 151:13, 17 154:8,12,16 155:9,17,21
rates 23:3,11,12 44:9,12,13,14 45:5,6 53:23 57:19 59:17,23, 24 60:11 83:21 101:9 104:7 107:7,23 109:3, 16 111:18,19, 20,25 130:18	readily 11:2		receive 40:3 60:6	recommended 107:8 122:24 124:10,19 138:18
rather 15:5 17:5 32:19,22 65:2 66:14,15,16,18 67:25 71:4 74:15 125:14 127:11 165:17	reading 54:9 57:1 59:11 187:10	Realtors 103:4	received 134:4 138:2 140:10 153:22 158:16 163:12 164:2 170:5,17	
rattle 34:10 89:8	reads 97:10		receiving 36:3 180:5	recommending 111:23 140:18
Ray 6:4 26:22	ready 30:12 138:17 162:12	reason 13:16 31:18 40:14 43:20 55:14 68:16 102:19 110:25 112:21 154:13 161:11 163:22 170:3, 14	recent 19:16 31:8 91:14 113:20 132:19 178:14	recommends 110:13
reached 123:5 140:14	real 67:8 105:10 109:21 116:6 189:14	reasons 23:6	recently 100:17	reconsider 162:19 164:21 170:10,16 182:24 187:5
	realistic 11:7 83:1 140:20 182:8	reboot 12:25	recess 63:16 122:19	reconsideration 170:3
	reality 9:15 101:4 136:23 189:13	rec 6:15,17	recognize 125:4 187:17,18	
	realize 93:23			

reconsidered 170:4	recruitment 15:11 123:14 136:18 177:5	127:5	151:20 152:24	18:10
reconsidering 163:23,24	red 148:8,10,20 165:10,12,13, 16,22 168:5	referencing 13:12 117:2	regional 79:18 135:4	relative 86:6
reconstruction 9:22 11:20,23	redactions 176:18,22	referring 40:17 75:13 92:18 108:24 116:15	registered 31:6	relatively 125:8
record 17:9,12 35:6,11 57:7 59:23 74:1 80:16 85:23 88:12,15 92:18 137:18 164:13, 15	redirect 116:1	refers 33:7	regular 4:6 15:5 27:17 152:16	release 34:17
records 13:23 35:18 73:20 176:18 190:4	reduce 19:19 80:6 158:4 161:21	refine 153:9 159:11	regularly 58:2	relevant 11:12 15:3 78:18 146:15,23
recovering 70:4	reduced 98:23 103:25	reflect 30:15 31:23 101:6	regulators 18:17	relieved 187:9
recreation 17:19 19:13 37:5 81:19,21 94:7 129:16 130:17	reducing 20:25 99:13 101:13 103:18 105:20, 25	reflect 30:15 31:23 101:6	reiterate 37:20	relying 191:1
recreational 12:14 93:7 127:7 187:12, 18,23	reduction 100:14,16 101:9 104:17	reflected 126:9	relate 20:14	remaining 12:1 30:5,6
recruited 128:1	refer 8:16 41:3 53:3 79:16	reflects 28:14 178:12	related 6:5 13:21 14:13 20:8 21:10,22 28:21,22 30:4 75:18 101:8 155:17	remark 7:15
recruiting 123:1 132:8	reference 70:10 84:15 107:13 113:4 115:12	regard 104:4 111:2 125:21 169:16	relates 35:6,9 36:4 85:18 93:1 129:19 130:12 131:19 142:5 155:13 158:9 180:1,3	remedied 8:11
	references 116:2 125:22	regarding 28:5 40:25 63:21 65:9 71:5 82:18 117:11 120:22 122:13 182:25	relationship 45:12	remember 127:17 136:17 159:17 164:14
		regardless 52:11	relationships	remembered 40:22
		regards 90:25 95:23 150:19		remind 5:6
				reminder 74:17 163:24
				remotely 67:2

68:20,22 69:8, 14 70:6	47:7,9	request 12:7 22:10 35:11 42:2 50:10,18 75:5 92:2 111:9 164:1 166:19 170:15 188:5	164:11	resident-owned 13:24
removal 23:11 111:23 113:13	replacement 9:1 46:16 178:21,24	requested 22:13 94:14 149:12 160:5	rescind 5:14	Residential 48:21
remove 14:6 22:10 47:7 94:18 130:10 169:20	report 8:1,2,15, 20,22 10:1 11:12 26:21,25 28:7,14,17,20, 24,25 29:8,10 30:25 31:1,23, 25 33:20 34:9, 12 35:16 36:3 65:7,11 78:21 79:10,15,24 147:12 154:6 163:9,15 177:9 180:3,5,8,13 182:2	requesting 26:22 35:8 37:7 42:3,9 50:19 63:23 123:1 161:9 162:23	research 18:7 118:4	residents 10:14 14:7 18:17 20:21 21:4 44:1
removed 101:14 137:7 173:3	reporter 161:15	requests 35:6, 11 139:16 164:2,5 170:17 176:18	researching 137:4	residing 128:6,8 130:22
renegotiating 55:9 56:3	reporting 14:13 27:1 30:18	require 163:2 174:17	resent 22:14	resign 16:12
Reno 47:2 50:12,15,25 60:12,17	reports 13:23 26:19 32:16 35:8 177:15	required 43:11 137:17 157:15 163:13	reservation 112:9 113:13	resolution 29:2 32:1 158:17
Reno/tahoe 165:21	represent 11:6	requirement 67:16,21 69:21	reservations 112:24	resolutions 124:14
renovation 11:18	represented 11:11 111:16 153:12	requirements 46:10 191:18	reserve 88:24	resolved 94:16
rent 98:25	representing 13:4	requires 163:17 164:1,14 165:6	reserves 88:23	resort 131:5
repair 11:19	repeating 139:21	requiring 70:3	reset 113:1	resorts 78:7
repairs 51:13 52:20	replace 46:12		reside 67:14	resources 21:20,24 26:14 37:8 41:13 75:22 76:20 115:24 123:2 133:7,17,18
repeating 139:21			residences 174:10	respect 7:22 98:25
replace 46:12			residency 128:6 130:13	respectfully
			resident 15:10, 14,15 19:7	

160:10	restore 111:7	20:2 53:19 60:21 85:18 150:13 187:1,4	169:11	Rockwood 27:8
respectively 188:4	restrict 172:3		RFID 157:20	role 34:15,18,22 119:25 128:18 129:18 145:17 186:13
respond 91:24 92:2	restriction 97:16 169:17	revenues 36:4 82:6 155:19	RFP 33:7 134:5 138:21 140:21	
responded 48:14	restrictions 16:4	reverted 112:13 114:12	RFQ 137:22 138:13,19,25 140:21 179:10	roll 4:15,17 48:23
responding 7:15 91:17 92:3 111:8 139:15	restroom 11:18	review 11:2 16:14 28:15,17 32:21 35:16 37:4 63:20 122:23 123:10 142:19 143:4 146:23 150:1 161:7 182:3	rhyme 31:18	rolled 47:20
response 41:8 67:17 73:1 81:4 114:21 138:23 181:25	result 21:6 37:16 48:1 83:8 102:15 115:3 137:8		rift 144:25	rolling 56:18 59:3
responses 169:23	resulted 115:7	reviewed 137:9	rights 21:1,4 95:5 99:7 104:19,20 105:7,9,10	room 118:20 124:3 133:10 135:15
responsibilities 129:3 145:18	resulting 98:11	reviewing 35:25 51:19	Rim 29:11,13	roots 190:19
responsibility 85:12 126:8 149:1 185:22 187:19	results 100:7 147:16	revised 24:6 98:11 120:2,9 150:10	Riner 92:19 189:2	Rose 6:6
responsible 52:18,21 125:16,25 129:15 153:7	resurgence 100:18	revising 114:4	rip 25:24	roughly 48:17 94:15 140:23
rest 62:17 128:15	retains 44:18	revisions 32:18 175:22	ripping 184:25	round 77:8 85:18
	return 53:5,19, 25 54:2 57:8 60:20 61:2,3	revisit 110:25 111:1 182:24 183:13	risk 73:22 119:1	rounds 85:18
	returned 13:13	revisiting	road 117:20 156:12,16 165:9	routinely 45:13
	revenue 12:10		roads 121:10	rubber 109:5
				rug 68:25

rule 72:18 120:3	34:1 37:24 51:9 58:12 60:2 64:8 79:4 80:16 85:23 86:12,13, 19 89:14 95:23 106:6,8 126:18 130:25 139:21 145:21 146:5, 23 149:17 164:19 180:6 188:20	save 17:6 152:16	160:24 163:16 172:12 177:6 181:5,9 189:5	95:19 96:13 103:1 104:5,24 105:2 111:21 114:10 115:1 118:13 128:24 139:20 140:20 143:14,16 145:8 148:12 149:15 155:13 159:23 161:9, 12 162:1 167:3 168:19 172:11 175:21 176:11 179:12 180:19 181:17,22 182:5 184:14, 17 190:5
rules 159:17,20		saved 18:14	saying 17:10 31:9 57:3,17 59:15 68:20 69:1 78:13 87:11 91:5 138:1 139:22 140:4 150:17 172:12,24 186:7 190:10	
rumor 64:16 66:9,22 67:24 68:7 69:23 70:16 76:17 80:2,13 81:15 94:5 104:17 107:6 185:2,5, 13	salacious 184:23	saving 152:4	says 5:23 47:15 48:9 60:8 64:18 66:8 102:3 104:5 110:12 121:4 129:22 144:10	Schmitz' 115:2
rumors 64:3,19 68:2,11 84:6 102:18 184:3, 10	same 21:23 44:18 58:24 60:9 62:17,22 64:17 69:15 78:14 89:21 105:6,7,8,10 128:3 136:2 138:13 143:4 148:7 157:19 172:21 186:9, 10 187:7 189:1	saw 58:6 100:16 154:25	schedule 53:18 141:10 156:5 180:15	scholarships 17:15,22 18:23
run 6:8 10:8 29:12 52:23 65:3 81:10 131:4,14 132:6 135:21 142:15	Sanitation 50:16	say 11:9 39:10 44:13 52:2 56:9,12 57:16, 18 58:10 59:16, 22 60:2,12 64:2,3 65:2,8, 23 66:8,9,14, 15,16,18,21,23 67:10 69:21 70:1,7 71:6 73:15,21 76:6 78:9 81:3 83:14 86:16,24,25 92:23 93:4,12, 24 95:9 99:9 101:24 102:21 103:6,8,16,17 107:13,19 109:18,23 111:17 115:10 117:1,3 118:14 127:14 132:3 134:13,17 135:11 137:17 140:18,25 146:3 148:22 149:5,11,20,25 156:8 158:6	school 7:11 183:2	Schultz 15:22
running 18:19 75:21 78:20 83:13 126:5 127:14 153:6, 20	Sara 6:9,23 7:3 24:9 144:14	scheme 174:18 175:10	Schmitz 4:18,19 21:17 24:9 35:5 36:11,22 38:12 39:24 41:21 60:24 69:20 72:9 73:19 76:3 79:7 80:19 82:20 85:15 90:15 92:21	scope 19:25 score 48:19,20 49:1 scores 48:23 Scoring 49:3 Scottsdale 8:18
runs 189:16	Sara's 144:18			
S	sat 189:25			
sad 14:5	Saturday 30:2			
said 7:19 17:5				

screen 27:6	secret 117:18 171:25	128:7 153:5 156:13 171:6	138:21,23 162:3	9:15,18 27:8,21 28:1 45:11 46:3 47:3 48:9,21 81:17 94:19 98:6 125:21,22, 23 126:1,8,19 127:7 129:7,8
script 89:21,22	Secretary 70:20	seen 33:15 63:1 71:23 148:19 152:6 158:19 171:16	sending 132:2	
search 13:12 14:22 15:8,9 127:23,24,25 128:1 138:13 143:7 144:23 151:11	section 9:6 34:12 43:10 44:20 53:12,17 54:8 57:18 60:22 116:16	select 178:20	senior 135:2	
season 38:5 44:8 88:19 151:23 157:9, 22 185:7,12 186:9	sector 127:11, 12	selected 134:8, 11,23	sense 52:9 61:6 78:22 83:9 123:18 172:18, 24 175:18	services 44:1, 19 48:6,20 50:5 55:11 57:14 58:13 81:20 83:4,8,16 93:5, 10,16 126:19 139:8 177:24
seasonal 37:21, 24 38:3 77:3,9 78:1,7,17,18, 21,23 79:20	secure 23:10	selection 14:15 15:6,13 151:1	sensible 158:2	
seasons 111:24	secures 44:16	self-funded 83:11	sent 22:11 42:8 43:8 64:15 122:3 163:22 170:4,15	serving 182:15
seat 125:2	seek 15:10	self-supporting 83:11	sentence 129:22 155:15 174:6	set 14:18 99:23 102:2,7,14 106:13,23 109:4,16 111:25 113:11 125:15 137:13 147:9 163:14 165:15 168:3 181:12
second 6:15 14:15 20:7 35:2 36:14,15 41:14 49:21 137:13 143:2,16,18,25 144:2 165:2,5, 10,22 174:5 176:4,5 179:24 181:18 182:21	seeking 44:17	self-sustaining 93:9	separate 50:21 51:11,14,16 52:14 151:11	sets 107:7 111:17
seconded 36:17 41:16 176:7	seem 31:5 88:8, 20 114:11 120:12 128:14 169:11	sell 85:10 101:8 104:9	September 117:9 181:10 182:3	setting 111:19
	seemed 113:21 114:6	seller's 104:13	serious 10:10 191:14	settled 132:3 191:5
	seeming 16:20	semiconductor 18:5	serve 87:20 178:2,6 179:6	seven 9:24,25 12:1
	seemless 179:2	seminars 17:4	service 7:23	
	seems 25:4 99:21 114:6 116:16,22	send 43:14 49:23 128:20		

seven-minute 63:15	Sheila 11:4 12:21	133:11	Silvon 12:21	91:19 142:2 156:9 177:7
several 44:3 85:1 112:7 119:17,24 152:21 169:13	shift 142:13	show 36:3 53:9 68:18 73:21 78:23 85:8 90:9 109:2 185:11 190:3,4,5,6,7	similar 94:20 114:18	situation 8:10 136:22 168:12 169:22
sewer 129:15 130:18 131:15	shiny 10:4 14:2	showing 78:4 185:7	simple 10:3 67:20	situations 171:16 172:6
shack 46:20	shop 47:16	shows 24:17 53:3 190:4	simpler 121:22	six 13:3 27:14 29:19 45:2,3,4 49:11 53:12,16 157:6 163:25
Shackford 16:24 25:24 187:9	short 47:4 113:14,17 139:13 146:7	shrinks 135:8	simply 115:12 134:2 164:16 178:17	six- 157:15
Shackford's 25:3	short-term 8:13	shutdown 58:6	simultaneously 136:14 154:2, 18	size 129:12
shame 5:11	should 5:15,18 11:1 16:10 19:25 20:4,9 22:20 30:8,20 32:6,7 39:25 51:14 52:21 53:20 61:10,13 64:19 69:18 71:3 79:9 85:3 86:23 88:10 90:6 92:22 93:3 99:6 103:16,17 118:23 120:13 126:9 127:4 130:6,9,13 137:12 140:5 147:4 155:15 156:21 180:5, 12,15 181:4 182:1,24 188:12	shuttle 29:25	since 10:1,17 45:6 51:16 66:22 70:24 97:13 112:11 145:4	skate 83:24 143:6 152:7 179:12,13
shape 7:20 10:3		siblings 186:20	sincerely 38:5	ski 6:5,8 27:22 29:24 78:2 131:5 177:16
share 29:11 30:14 33:10 48:7 49:15		side 13:18 22:9 47:21,22 184:10	single 49:8 120:23 173:21 185:7	skill 125:15
shared 63:22 161:13		sides 99:3,15 185:16,24	single 49:8 120:23 173:21 185:7	skills 14:25 145:16
sharing 6:17		sign 14:8 60:4 188:9	sit 25:20 145:3 158:6,7 177:10	skipped 62:15
sheds 157:1		signed 187:16 188:13	site 46:12	Skipping 114:17
sheet 5:16,18, 23 185:6	shouldn't 76:6 114:25 126:2	signing 51:15 188:6	sites 189:12	slack 84:2
			sitting 87:12	

slander 73:23	151:4 154:20 155:5 156:3,17	somebody's 175:9	171:10 174:16 179:18 181:3,9, 23 183:10 187:3	153:20
slash 66:25 67:24 142:24 180:4	snowplow 64:7, 9	somehow 89:5 92:15 101:3	something's 29:21	sounding 189:5
slice 185:11	social 10:18 24:14 65:21,23 185:16 188:22 189:4,11	someone 8:9 34:20 68:25 89:7 116:17 131:12 175:1 185:17	sometimes 72:4 91:21 130:4 141:1 156:13 167:17 168:22	sounds 6:1 63:4 99:18
slides 44:4	software 27:4	Someone's 185:21	somewhere 81:5 117:9 181:4 185:9	source 81:10
slim 177:13	sole 166:9 167:4	something 6:3 23:18,24 25:2, 22 31:14 32:11, 24,25 39:25 41:3 57:4 61:10 66:18 67:13,16 72:17,21 75:20 77:22 79:5,9 81:11 84:9 88:9 92:23 98:20 99:6 102:3 104:9 106:20 107:19 108:16 109:6,7 114:12 116:1,7 117:3, 23 118:15 120:13 122:4 123:24 125:6 126:4 127:16 138:1 141:12 142:7 143:23 153:7,11 154:24,25 157:14 158:8 159:1,8 161:15 168:16 169:3,5	Southwood 4:9	
slopes 27:22	solely 143:20 145:18 178:12	soon 7:1 13:3 141:9 151:15	space 41:4 116:22 186:21	
slots 185:6	solicit 146:1	sorry 6:9 44:22 76:3 109:20 140:6 162:13	span 131:20	
slow 30:15 132:4 154:23	soliciting 135:23	sort 33:16 76:9, 10 79:14,17 85:21 108:5 109:9 147:25 158:17 165:21 167:15 173:17	speak 22:13 30:9 37:14 64:2 65:25 66:2 132:23 146:9	
slowing 147:17	solid 14:18 23:10	sorts 73:13 171:23,24 172:7 185:15	speaker 13:17 189:25	
small 38:22 46:6 125:6	solutions 8:13 11:8 17:13 49:2	sound 153:1	speakers 13:17	
smile 25:7,9	somebody 48:2 85:8 87:13 93:14 98:17 106:6,21 133:10 136:10 148:11 169:6 170:20 171:12 173:20 189:4	sounded 119:20	speaking 13:16 16:4	
Smith 13:9			special 15:19 25:21 27:21 94:14,24 95:9 97:13,15	
sneaky 56:21 57:1,4			specialist 132:13	
snippet 77:6				
Snowcat 177:17				
Snowflake				

specific 8:21 11:11 39:16 40:8 49:18 116:25 170:7 174:1	spin 6:10 25:11	94:10,13,16,18 95:1,6,7 102:5 107:10 108:7, 13,16 109:5 110:2,3,23 111:22 122:25 123:1 132:7 142:25 148:14 150:11 152:5 153:3,6,19 157:7 158:13 162:4,24 163:6, 11,15 178:9 179:6 181:6 192:8	standpoint 62:6 83:15 100:10	22:15 53:22 55:1,18 57:6,9 83:10 109:12 153:9 164:16
specifically 72:11 80:14 97:14 120:4 168:6	split 184:5,7		start 13:2 35:1 66:6 78:25 84:3 113:14 121:8, 22 123:1,9,14, 21 124:13,22 125:2 128:16 132:7 133:7,8 135:21,22,23 149:3 151:6 153:2 154:3 156:12 158:13 160:19 172:5 182:3	statement 23:3, 4,5,7 52:16 53:1,8 67:24 183:8 187:13 188:14
specifics 96:18	spoke 10:22			statements 22:7 24:3 25:15 56:5 71:20 188:21
spectators 30:2	Spooner 29:13			
speculation 76:13	sport 7:4 186:8	staff's 29:5	started 6:22 18:19 61:25 63:2 66:3 94:16 100:17 123:25 124:2 133:22 151:1 172:13 186:7	states 40:1 174:12
speed 128:25	Sports 8:18	stage 78:11		stating 57:11 76:10
spell 119:25	spreading 185:16	stake 119:4,8 190:24		
spelling 131:7	spring 45:16 186:8	stakeholders 132:23,25 134:24 135:1	starting 43:7 64:20 78:2,7 84:6 95:7 137:3 150:21 153:4	station 23:2 29:15,16,17 42:11 43:25 44:2,10 46:19, 22,23,24 50:20, 23,25 51:11,14, 17,23,24 52:4, 11,19
spend 49:21 51:22 97:5 116:24 120:6 152:16	stab 64:21 131:24	stamped 109:5	starts 128:10 181:6	statistics 45:1 79:15,18
spending 17:6 25:5 117:23 136:4	stable 44:9	stand 7:5 106:9 183:7	state 13:23 21:12 36:19 41:18 70:20 74:1 120:3 176:9	statue 190:18 191:16
spent 86:5 119:7	staff 20:1 22:16 28:21 29:9 33:12 35:18 37:7,25 38:3 42:3,14 45:11, 22 47:19 48:5 59:4 60:17 61:5,15,16 78:3,8 80:6	standard 43:13 99:12		statute 24:6 190:18 191:8
Spider 134:2		standardization 87:3	stated 19:11	
		standby 98:6		

statutes 22:2 24:1,5 98:10,11 120:2,9	stipulated 190:22	streamline 152:12	21 183:15 189:1,3,12,20	146:16 182:13
stay 43:16 48:3, 10 52:10 76:4	stipulation 117:19 118:23	stretch 101:1 128:11	subject 51:15 146:10 191:17	successful 12:25
staying 48:15 192:8	stock 27:15 166:6 174:11, 18 175:10	strict 116:19	subjective 173:15	succinct 145:12
stealing 17:3	stop 23:11 80:7 189:20	strike 22:25	submit 22:20 166:24	such 5:11,12 11:17 34:15 72:14 119:14 121:9 187:13, 15 188:3,6,12, 14
steered 40:25	stops 46:21	stripping 55:4,6	submitted 8:19 10:23 11:1 22:8 23:6 66:10 72:17	suddenly 84:23 88:9
step 118:25 133:20 178:24	storage 23:15	strong 170:5	subsequent 7:25 184:18	suffered 191:3
stepped 34:21	storm 47:8	structural 9:21 10:3	subsequently 10:23 185:11	suffice 11:21
stepping 34:18	STR 100:22,25	structure 142:20 143:21 148:1 149:5	subsidizing 85:23	suggest 15:13 19:25 150:18, 21 162:6 191:24
steps 137:19	straight 51:17 124:1 126:3	struggling 84:14	subsidy 86:16 88:5	suggested 22:24 60:2 129:10 188:3
stick 102:20	strategic 29:6 32:14,18 33:7 146:25 157:2 182:4	stuck 24:22	substantial 43:23 83:8	suggesting 169:13 171:5,8, 21
stickers 58:22, 24	strategically 8:24	study 187:22	substantiate 24:9	suggestion 60:3 150:11 161:23,24 168:24
sticky 95:22 99:2	strategy 80:5 182:1	stuff 65:17 67:8 71:5 74:23 75:24 91:1,8 96:13 101:14 102:18 131:18 132:10 137:21 149:12 154:3,	substitute 7:24	
still 6:24 38:19 52:22 58:24 85:4 86:20 88:17 90:6 101:15 124:3 175:12 185:12	stream 60:1 107:16	success 14:17		

summarized 163:16	surprised 22:3	6	70:11 74:20 83:15 154:12 158:15 185:5,9	tax 98:12
summary 27:3 28:2 129:11	surprises 141:17	tabling 74:12	talent 132:12	teaching 25:7
summer 11:5 13:4 45:17 64:8 78:17,18	survey 48:4,8, 14	tact 143:7	talk 25:16 64:6 94:1 118:7 123:7 130:1 133:18 159:6 177:4 187:3	team 7:11 8:6 11:5 30:10 34:25 47:25 125:25 128:19 135:2 142:14
suppliers 18:17	surveys 48:11, 17	tag 180:21 182:8,16	Tahoe 29:11 43:25 46:4,9 50:3	teams 7:13 13:3
supplies 27:15	suspect 180:14	tailored 125:13	talked 72:21 80:24 82:25 83:2,3 85:20 132:21 142:10 156:7 175:7 183:3	Technologies 27:4
Supply 27:12	suspend 162:22 165:7 166:19	take 25:4,13 33:21 39:11 44:4 50:1 58:25 63:14 68:11 75:16 83:6 106:8 110:19 122:17 123:12 124:5,22 125:23 133:20 149:7,10 153:17 160:1 182:21 183:23 185:21 187:24	talking 54:5 82:2,3 86:6 89:16 143:25 151:4 171:23 173:11	tee 185:10
support 6:16 30:2 81:23 82:24 121:21	sustain 93:17	sustainability 13:21	talks 167:4 171:2	tells 53:24,25
supporting 83:1,3	sustainable 19:12 20:6	sustainable 19:12 20:6	target 86:24 180:19	temporary 34:15
supportive 61:16	sweep 68:25	sword 124:1	targets 113:11	ten 89:13
supports 129:6	system 191:2	takedown 27:9	tasked 143:22	tenant 114:25
supposed 35:1 179:13	systems 9:17, 19	taken 16:6 33:3 95:4 186:12	tasks 34:4	tennis 7:11,13, 18 8:5,6,16 9:16 10:16,18, 21 11:5 12:5, 12,22 13:5 25:13 81:19 83:2 87:2 143:5 149:23 156:2,3, 18 186:10,14, 15,19
surgery 70:4	<hr/> T <hr/>	takes 47:3 131:16	taught 10:20	tennis-playing
surplus 142:12	table 19:3 65:5,	taking 47:2		
surprise 100:4				

8:4 11:3 12:23	11,18 130:23 131:3 140:5 148:19 161:17 169:5 173:7 186:17,18	89:19 99:8 101:17 102:24 103:10 111:11 117:22 120:7 124:5 129:10 130:5 136:21 146:8 156:14 165:1 186:10 188:16	thought 17:11 29:4 31:15 67:8 70:8 83:13 101:18 123:20 128:12 136:19 144:7 152:8,23 157:9 172:4 173:19 174:8 179:13,15	thrilled 103:11
tenure 187:21	thank 105:20			through 9:11 11:13,25 17:7 22:4 28:12 31:12 37:6 42:5,19,24 50:25 51:25 54:19 57:13 63:25 64:13,21 65:3 70:23 72:6 77:16 80:6 81:20 82:12 83:13 86:5 96:11 97:19 115:16 118:19 120:23 122:7,8 123:3 131:2 132:18 134:9 137:22 142:10, 15 143:12 144:8 147:23 148:9 149:3 150:23 152:14, 22 165:4 172:4 177:1,12,13 185:6 186:22 189:13
term 11:8 81:25 82:9 92:8 146:7 168:11 178:22	their 9:15 12:22 15:24 16:21 17:15 20:22 21:4,5 25:8 33:8 42:10 44:15 48:3,6 49:10,12,13 72:6 74:6,10 88:4 89:21 94:7,23 98:21, 24 99:1 105:4, 22 115:4,15,19, 22 116:5 127:10 132:18, 24 133:23 134:4,14 145:16,18 162:2 163:7 164:12 166:23 175:11 181:6 191:6,14	things 6:5 18:12 23:13 36:1 39:16 47:18,21, 22 56:4 57:10 58:14 62:7 63:4 85:11 87:1,10, 21,22 88:11 91:22,23 92:4, 13 93:6,22 95:2 105:2 113:17 120:14 122:10, 11 130:19 132:21 135:15 136:13 137:1,8 141:20 147:23 149:17 155:22 156:8,12,19,21 158:21 166:4 167:7,11,18 168:22 169:13, 15,20,21 171:1, 3,5,6,24 172:1 173:4,5 189:7, 22,23 190:5	thoughts 151:24	
termites 10:6			thousand 82:13	
terms 57:6,12 59:11,13 61:14 73:14 84:17,20 85:2,5 88:5 100:21 111:12, 20 113:2,10 126:24 139:17 152:22 153:19 157:2 159:6 170:19 172:2,5, 8 179:3 181:25			thousands 18:14	
testimony 191:6	themselves 168:17		three 6:20 13:8 15:19 17:2,19 23:16 26:3 27:13 33:13 52:23 53:23 66:21 106:25 112:10,14 117:4 134:5,6,8 135:9 140:8 141:13 149:22, 25 169:12 176:15 178:7 179:7	
text 39:22 60:6 64:15 129:22	therefore 38:1 98:9	thinking 92:10 99:20 159:15 171:22	three-to-two 184:7	thoroughly 11:13 169:18
texts 122:3	thing 8:8 31:18 35:14 55:1 64:16,17 66:7 69:3 76:9 86:4	third 119:16 165:5 174:5	three-year 60:8	throw 133:25
than 18:21 32:20,22 43:20 45:2,7 65:2,13 66:14,15,18 67:25 71:4 74:15 75:13 77:17 93:19 101:9 109:11 114:3 121:2 125:14 127:9,			threw 64:6 145:21	throwing 62:5
				Thursdays 5:14
				ticket 30:6,10

ticking 156:12	25 180:23 186:3 187:4,7 189:23 191:3 192:3	18:11 34:3 52:10 79:14 121:16 140:23 141:12 156:19 169:8 186:23 187:6	145:6	town 6:15,18 25:18 42:11
tie 90:23 102:13 128:15			took 6:15 64:21 74:24 131:24 157:20	track 14:19
tied 86:20	timeframe 45:20		tool 120:16	traditional 96:2
ties 87:8	timeline 97:19 117:10 179:3	told 30:8 35:17 96:8 97:15 109:6 190:1	top 29:15,17 45:19 54:8 134:8 140:12	Trail 29:12,13
tight 141:20	timeline-wise 137:21	tomorrow 30:13 137:25	topic 20:8 183:22	training 38:17 129:7
Tim 190:12,13	timelines 147:9	ton 25:10 48:15	topics 20:11,13 21:23 121:24	transaction 46:20
time 10:9,10 19:1 22:17 23:19 25:22 26:5 31:22 39:13 40:24 43:20 44:6 45:23 49:21 50:6 52:8 58:20,21 60:15 61:20 62:14 63:6 69:2 72:14 77:3,4,8,9,10, 18 78:1,14,22 79:20 86:5 94:5 97:5 109:5 114:1 115:6 117:11 118:25 122:9 124:16 125:19 136:2,3 137:20 138:14 141:5,22 142:2 144:18 148:11 151:7 152:4,16 157:6,13,16,19 158:4 161:23 166:24 172:22 177:8 178:20,	timely 12:17 14:21	tongue 91:22,23	total 17:21,22 27:13 48:17 55:24	transactions 190:23 191:15
	times 17:2 35:15,22 108:8, 17	tonight 13:11, 16 32:25 42:8, 15,22 43:6 49:15 50:1 64:24 161:11 192:9	totaling 27:13, 14	transfer 23:2 42:11 43:24 44:2,10 46:7, 19,21,23,24 50:20,23,24 51:11,13,17,22, 24 52:4,10,19
	timeshares 94:21	tonight's 4:25 12:3	totally 189:9	transition 179:2
	timing 63:11 156:20 166:18	Tonking 4:24 60:7 64:17 68:19 111:6 120:22 130:25 143:11 144:10 149:11 160:4,8, 15,21 164:3	touch 27:6 86:7 114:25 128:22	transparency 74:8 172:2
	timings 185:10		touching 183:13	transparent 57:23
	Tirol 13:10	Tonking's 12:6 60:13 62:16 66:15 122:2	toward 149:7	trash 22:13 23:3,12 44:24 45:6 129:15
	today 13:5 30:10 97:4 106:6 184:8		towards 30:20 116:20 181:7	
	together 11:7			

131:15 185:15	23	80:11,19 82:20 83:18 84:13 85:15 88:1 90:5,15,20 91:12,13 92:21 93:2,11 95:17, 19 96:13,18 97:9 98:15 100:13,21 102:12 103:1,7, 22 104:5,24 105:2,14 106:20 107:12, 20 108:25 109:18 110:21, 22 111:6,21 112:2,17 113:6, 9 114:10,24 115:1,2,20 116:14 118:13 119:2,23 120:22 122:2 125:1 128:22, 24 130:25 135:20 136:15 137:15 138:11 139:6,20,21 140:20 142:21, 23 143:11,14, 16 144:9,15 145:6,8,23 147:12 148:3, 12 149:11,15 150:7 151:25 152:1 155:13 156:24 159:9, 23,25 160:3,4, 6,8,15,20,21 161:9,12 162:1 167:3 168:19, 24 169:9 170:19 171:21 172:11 173:13	174:15 175:9, 21 176:5,10,11, 14 178:9 179:12 180:11, 19 181:17,22, 23 182:5 184:14,17 187:16 188:8	try 5:7 25:11 28:19 37:19 64:3 66:5 82:17 93:8 110:11 111:10 135:23 158:20 159:19 168:13 172:6,7 trying 25:19,24 46:11 52:2 56:20 65:20 82:21 84:5,11 91:6 96:14 98:15 102:17 104:8 105:3 108:18 109:14 110:10 123:19 148:15 150:17 151:18 168:20 172:5 189:22 Tuesday 140:23 150:10 tuition 17:14,22, 23 tuition-free 17:15,22 Tulloch 4:22,23 6:4 26:23 27:1 30:24 32:3 33:18 34:1 36:15,20 38:16 39:17,21 40:16 41:11,19 50:9, 17,23 51:3,5,12 52:13,25 53:9, 14 54:7,12,18 55:17 56:3,9,25 57:5 58:12,16 59:2,9,20,25 60:7,12,16,24, 25 62:9,16 63:10,23 64:14, 17 66:15,19 67:5,14,18,20 68:1,3,9,19 69:7,12,16,20, 21 70:17,21 71:1,24 72:9 73:9,19 74:12 75:11,15,18 76:3 77:1,25 78:16 79:7
travel 66:25	truly 15:20 80:8 86:14 90:3 117:15		trustees 4:16,17 5:1 16:18 20:16,22 21:21 22:6 29:7 33:11 34:13 40:1,5, 22,23 60:14 63:21 64:14 65:19 66:17,24 67:15 68:4 69:8,13 70:5 71:6,11,12 74:17 111:5 121:14 131:23 135:4 141:14 145:23 162:23 163:6 164:2 180:1 182:19 183:15,17,24 187:10 188:7,8 189:9	try 5:7 25:11 28:19 37:19 64:3 66:5 82:17 93:8 110:11 111:10 135:23 158:20 159:19 168:13 172:6,7 trying 25:19,24 46:11 52:2 56:20 65:20 82:21 84:5,11 91:6 96:14 98:15 102:17 104:8 105:3 108:18 109:14 110:10 123:19 148:15 150:17 151:18 168:20 172:5 189:22 Tuesday 140:23 150:10 tuition 17:14,22, 23 tuition-free 17:15,22 Tulloch 4:22,23 6:4 26:23 27:1 30:24 32:3 33:18 34:1 36:15,20 38:16 39:17,21 40:16 41:11,19 50:9, 17,23 51:3,5,12 52:13,25 53:9, 14 54:7,12,18
traveling 13:14				
treadmill 39:12	trust 96:2,4,9 174:10			
Treasurer 26:22	trustee 4:18,19, 20,21,22,23,24 5:1,24 12:6 15:8,17 21:10, 17 26:22 27:1 30:24 32:3 33:18 34:1 35:5 36:11,15,20,21, 22 38:12,16 39:17,21,24 40:9,16,17 41:11,14,19,20, 21 50:9,17,23 51:3,5,12 52:13,25 53:9, 14 54:7,12,18 55:17 56:3,9,25 57:5 58:12,16 59:2,9,20,25 60:7,12,16,24, 25 62:9,16 63:10,23 64:14, 17 66:15,19 67:5,14,18,20 68:1,3,9,19 69:7,12,16,20, 21 70:17,21 71:1,24 72:9 73:9,19 74:12 75:11,15,18 76:3 77:1,25 78:16 79:7			
treasurer's 26:21				
treated 105:8				
tree 27:8 96:2				
trending 77:19 79:12				
tricky 133:7				
tried 7:4 84:18, 21 145:9,11 150:20 184:17				
TRPA 46:10				
truck 46:25 47:2				
trucks 47:4,5 59:4				
true 65:15 72:23 92:11 103:6,16 106:9 188:22,				

55:17 56:3,9,25 57:5 58:12,16 59:2,9,20,25 60:25 63:10 64:14 69:12 73:9 75:11,16 77:25 80:11 84:13 88:1 91:12 97:9 100:13 103:22 105:14 106:20 110:21 112:2 113:9 116:14 119:2,23 125:1 128:22 135:20 136:15 137:15 139:6,21 151:25 156:24 159:9,25 160:21 169:9 170:19 171:21 173:13 174:15 175:9 176:14 180:11 181:23 184:15	tweaked 109:9 twisting 16:20 two 17:18,19,20 22:24 23:16 24:12,23 27:8, 21 51:16 53:23 54:3 68:18 85:17 92:17 94:15 97:8 111:24 119:21 121:20 122:2 131:5 132:15 135:18 136:4, 19,23 139:24 141:15 143:1, 22 146:5 151:13 157:13 160:20 161:25 164:2 170:17 Tyler 27:4 type 71:23 108:10 165:13, 22 168:7,12 175:2 types 71:20 146:20 159:21 164:6 165:24 170:7 171:16 175:6 typical 123:9 127:18 typically 9:17	102:3 123:7,13 <hr/> U <hr/> U.S. 191:16 ugly 49:20 ultimate 109:3 ultimately 12:10 109:17 134:9, 11,22 135:8,17 164:8,18 179:1 unable 69:8 178:2 unanimous 8:4 unbelievable 190:11 unclear 19:22 under 21:19 29:21 45:3 68:25 129:2 130:2 139:7 150:8,10 163:24 165:25 170:1 171:20 174:5 179:3 182:22 underneath 95:24	Underrepresent ed 185:13 understand 15:3 38:13,25 39:4 52:1,14 54:11 55:17 59:9 62:4 77:23 80:8,20 82:6, 11,21 90:4 93:4,5 97:12 109:14 110:6, 11 168:20 172:19 understanding 16:5 32:2,20 54:16 71:17 87:15 89:25 123:16 173:3 181:2 187:15 188:4 understands 131:13 understatement 11:9 understood 33:2 73:18 118:12 undertaking 186:1 Underwood 42:4,6,7 61:21, 25 63:9 131:15	179:18 unfortunate 80:12 119:9 unfortune 116:15 ungrammaticall y 17:5 unless 73:2 143:19 149:3 161:1 170:22 187:14 unpredictable 55:15 unrelated 178:14 unsafe 8:8 until 30:19 61:17 72:14 73:7 74:13,18 78:5,22,25 108:18 141:3 180:7 186:24 untoward 137:2 untruths 91:20 unwarranted 19:21
Tulloch's 138:11 turn 78:9 turned 16:7 136:20 turning 153:11 tweak 65:4 75:17 99:19,24 101:19				

upcoming 22:1 188:6	USDA 27:21	utilities 17:17	99:13 101:10 102:7 103:14, 20 104:18 106:12 155:5 185:2	84:1,17 85:3 86:8,25 88:6 93:8,10,17 130:17 131:14 187:12,18,23 188:1
update 10:24 33:15,18 34:7 35:4 124:6,19 147:13 182:19 183:18	use 10:3 15:7 16:7 28:25 29:14,20 30:25 32:5 39:4,14 58:21,25 62:20 98:24 101:24 103:7,12 105:17,22,24 114:11 120:10 122:11 130:16 161:20,24 167:21 189:5	utilization 35:10	values 16:9 20:25 21:1 80:10 98:2,5,6, 17 99:4,8 100:20 101:4,5, 7,22 104:4,6,11	verification 73:10
updated 32:17 33:3 38:13 124:7 148:16		utilize 19:19 21:20		version 161:16, 20 162:3,4,5,16
updates 28:15 29:5,6,9 32:14, 19,23 123:11 126:25 134:20 182:20	used 5:15 85:10,11 115:24 139:15 186:4 190:22	utilized 133:17	van 177:18	versus 16:3,11 77:20
updating 32:22 131:25	user 12:10 88:3	utilizing 21:24	vans 29:25	vested 130:16
upfront 118:23	User-based 12:7	vacancies 76:23 78:4,5, 10,11,12	vapid 184:3	vetoed 164:18 169:14
upgrade 23:2 46:18	using 6:17 29:25 58:23 64:20 66:15 98:18 100:23 130:3 147:21	vacancy 13:25 76:18 77:5,18 123:8	various 12:5 35:17 102:17 146:1 150:19 171:1	vetted 139:25
upset 89:14	USTA 7:12 10:18 13:2	vacation 66:25 68:21 82:1 89:12 174:9	vendor 30:6	vetting 14:22 133:13 137:1
urge 11:14,22 14:7 186:9 187:5	usual 43:20	valid 69:21	venue 6:16 28:17,18,21 31:4 38:24 40:4 81:20,23 82:23 83:2,11 88:3,4 91:10 93:6 98:8 104:22 125:17 126:6 157:17	via 4:10 167:19
urgent 61:10 180:24 181:3,5	usually 30:1 108:12	validation 73:11	venues 20:17 27:18 80:3,5,9, 17 81:12,18,23 82:10 83:4,5	video 69:14,18 70:2,3 115:18
usage 12:9		valuable 7:14 72:10 74:22 99:1 120:16		view 23:12 86:13 92:7 183:24
		value 18:11,24 19:24 34:2 49:4 79:2 83:6 86:1		viewed 20:12 22:4

<p>viewing 28:23 30:4,11,13</p>	<p>visible 187:15</p>	<p>W</p>	<p>21 159:15,16, 20 164:19 165:15 170:16 171:4 175:20 178:5,10 179:23 180:19, 20,23,24 184:1 192:8</p>	<p>45:10,22 47:19 49:2,22 50:11, 18,19 51:6,8 55:2 58:1 60:10,20 180:20</p>
<p>viewpoints 126:15</p>	<p>visit 40:3</p>	<p>wages 25:5,8</p>	<p>wanted 29:10, 22 33:22 35:5 49:15 59:13 72:21 75:20 77:11 80:14 110:3 122:6 138:24 144:11 164:7,22 168:6 170:10 173:2 174:13</p>	<p>wasted 152:4 157:13</p>
<p>views 11:6 20:22 80:9 184:6</p>	<p>visits 6:21</p>	<p>wait 30:18 32:24 64:8 154:2 186:23</p>	<p>wanting 35:9 57:4 140:11</p>	<p>watch 7:6 115:18</p>
<p>Village 4:1,6,9 8:16 10:14 12:15,24 15:1 44:2 45:5,7 49:19 65:18 66:17 67:15 68:4 70:6 100:17 183:20</p>	<p>vocal 14:5 105:19</p>	<p>walk 42:24</p>	<p>wants 14:6 17:6 88:4 124:25 147:24 158:12</p>	<p>water 29:16,24 47:8 129:15 130:18 131:15</p>
<p>Village's 44:8</p>	<p>void 142:9</p>	<p>walked 25:17 89:17</p>	<p>warn 24:1</p>	<p>way 7:9 29:24 37:16 72:6 76:12 89:24 91:25 93:3,20, 21 95:6 99:24 104:10 110:5 116:12 118:18 120:11 122:11 125:23 132:25 134:16 136:13 144:24 150:16 154:23 157:12, 24 173:1,5,16 183:25 189:7</p>
<p>Village/crystal 173:8</p>	<p>volunteer 152:19 159:9</p> <p>vote 14:8 76:9 94:10 114:20 115:2,7 117:15, 16</p>	<p>want 16:3 17:5 22:13 32:4 37:14 38:17 42:16,17,18 43:12,15 46:12 47:7,17 49:17 52:5,17 54:4,12 55:14 57:15,18 59:15 60:14 65:3,6 66:7,8,9, 20 67:13 68:6 70:8 72:3,7 82:16 83:10 85:4 86:24 96:17 97:4 99:16 108:20 109:3,14 110:4, 11 115:11 130:15,16,17 131:12 132:4 134:13 136:22, 25 139:4 145:12 149:3, 21,22 150:4,23 151:16 153:20 154:24 158:2,</p>	<p>warranted 97:20</p>	<p>ways 92:7</p>
<p>violate 70:17</p>	<p>voted 6:10,12, 23 21:17 88:13 114:3,4,22 115:7</p>	<p>waste 22:17 23:1,8,11 42:1, 8,22 43:1 44:15</p>	<p>Washoe 16:8 98:12 127:9 132:15 139:23</p>	<p>weather 55:15</p>
<p>violated 5:21 71:12</p>	<p>voters 14:6</p>	<p>Waste 22:17 23:1,8,11 42:1, 8,22 43:1 44:15</p>	<p>Waste 22:17 23:1,8,11 42:1, 8,22 43:1 44:15</p>	<p>Weber-koch 18:13</p>
<p>violation 21:11 22:2 24:4 72:16</p>	<p>votes 21:18 117:17</p>	<p>Waste 22:17 23:1,8,11 42:1, 8,22 43:1 44:15</p>	<p>Waste 22:17 23:1,8,11 42:1, 8,22 43:1 44:15</p>	<p>Weber-koch 18:13</p>
<p>violations 71:7, 16 73:15,16</p>	<p>voting 5:25 71:1</p>	<p>Waste 22:17 23:1,8,11 42:1, 8,22 43:1 44:15</p>	<p>Waste 22:17 23:1,8,11 42:1, 8,22 43:1 44:15</p>	<p>Weber-koch 18:13</p>
<p>virtually 6:19</p>	<p>vu 169:10</p>	<p>Waste 22:17 23:1,8,11 42:1, 8,22 43:1 44:15</p>	<p>Waste 22:17 23:1,8,11 42:1, 8,22 43:1 44:15</p>	<p>Weber-koch 18:13</p>
<p>visibility 51:18</p>	<p>vu 169:10</p>	<p>Waste 22:17 23:1,8,11 42:1, 8,22 43:1 44:15</p>	<p>Waste 22:17 23:1,8,11 42:1, 8,22 43:1 44:15</p>	<p>Weber-koch 18:13</p>

website 50:4 63:23 74:10 91:8 134:1 188:11 189:16	181:15	whether 21:16 32:22 42:16 51:20 75:19 92:11 103:19 104:10 135:5 140:4 145:13 156:2 158:2 168:4 182:7 183:1	wider 127:8 131:21 153:15	willingness 15:24
wedding 35:19, 20	weird 171:6	while 7:21 10:1 11:16 20:9 25:5 44:9 85:22 86:5 108:1 123:24 134:15	widow 19:1	window 45:24 55:14,15 58:20, 25
Wednesday 140:23 141:3	welcome 43:5 62:1 63:17	white 67:8,22 68:12 99:17	wife 10:17	winging 110:15
weeds 110:5	well-planned 12:18	Whitney 18:7	will 5:24 7:1 8:11 9:21 11:20 12:4 13:2 14:18 20:6 23:2,9 24:5 26:6,24 28:6,21 29:25 30:12,14 33:21 35:12 36:6,25 38:15 41:10 44:6,12 45:17 46:8 47:13,14 48:7 49:23 50:5 51:23 52:10 54:14 58:4,10 61:1,15 65:9 67:1 71:1 75:23,24 86:9 87:18 102:20 120:16 122:8 139:11 140:25 141:23 142:16 143:14 144:24 150:1 159:15, 16,19 160:10 162:15,16 176:16 177:9, 12,14 178:2 183:17 189:4 190:8 192:4	Winquest 85:1
week 5:14 25:7, 9 30:9 35:2 37:25 38:4 40:4 75:6 112:12 114:3 137:25 140:24 178:1	went 17:24 86:4 88:23 109:8 110:7,13 115:16 120:23 121:1 134:9 137:5 154:16 173:6	whoever 5:18 183:14	withheld 119:17	winter 78:3,17, 21,23 151:17
week-long 18:2	west 46:23	whole 6:20,22 20:23 25:9 72:1,2 83:4,5 88:18 93:16 100:2 111:11 119:7 150:25 183:11	within 28:24 30:21 37:17 105:18 125:17, 18 126:19 128:6 163:25 165:19,20 191:18	wish 71:20 74:5 116:18 118:10
weekend 29:12	Western 27:12 79:16	whom 133:4	witnessed 191:5	WM 43:8,12 44:8 45:10,20 48:2,10,25
weekly 35:8 134:19	Whack 102:17	wicket 95:23 99:2		
weeks 13:13 34:8 45:15,16, 21 55:2,5 58:17 59:4 91:14 94:15 97:8 112:24 119:17, 18 151:13 157:13	whatever 74:1 112:20 116:18	wide 128:4 169:22		
weigh-in 60:14 75:23 94:25	whatnot 35:10 42:20 70:2 79:11,20 147:22			
	whatsoever 72:19 73:12			
	Wheel 29:17			

WM's 44:21	156:17,18 159:10 160:3, 20 172:15,20 180:3	write 33:12 121:16 172:5	94:13,23 98:19, 22 100:4 102:5 103:13 105:5, 12 106:16 109:1 110:3 112:18,19 113:24 118:6 125:7 127:16 147:20 148:16 151:18 154:7, 15 156:14,15 157:10 163:4 164:9 181:6,8 183:3 186:17, 18,19	yesterday 150:10 177:8
Wolf 5:10		writers 89:21		yet 31:12 61:9 85:13 171:14 186:3
wonderful 59:18 153:13	worked 77:16 110:1 127:20 144:7 186:22	writing 11:1 182:25 190:6,8 191:23,25		yourself 11:14
wondering 39:24 40:4 148:3	working 18:9 34:17 45:22 47:20 72:6 86:10 122:7 134:12 178:8	written 10:24 22:7 24:8,20 43:11 74:25 95:1,3 121:2 164:1 190:16, 22 191:3		<hr/> Z <hr/>
Woodridge 7:9		wrong 24:10 96:24 125:23 153:8 184:16, 19 186:6 189:10	year's 12:25 90:17 107:23 109:25	zero 31:14 78:23
word 80:23 89:21 127:2 128:3 172:17 175:24	works 27:16 39:8 42:4 58:1 73:25 134:20		years 9:11,24, 25 10:1,8,15 12:2 14:19 17:21 29:17,19 33:13 40:21 52:23 53:23 54:3 59:17,18 60:3 61:21 64:12 68:18 69:4 70:24 85:1,17 86:12 90:10,13 100:19 102:1 107:25 112:8 113:20 131:10 139:24 146:5 147:19 154:8 178:7 179:7 185:1	zoom 4:10 23:21 188:18
word-of-mouth 24:13	workshop 17:13 18:3,20			
wording 76:12 188:8	worse 18:12,13 91:5	wrote 5:18 35:8 82:20,22 95:10 147:11		
words 6:10,12 17:8 124:12	worst 189:3	<hr/> Y <hr/>		
work 11:7 12:22 14:4 15:4 37:25 38:4 39:10 47:18 50:20 57:25 62:10 63:10 64:13,21 65:9 66:25 68:21 69:9 133:3 137:24 140:25 142:6 145:11 149:7	worth 21:5 73:24 98:20 107:1	yard 45:14		
	worthless 6:19	year 7:19 27:23 29:4 33:13 45:18 53:19,21 55:2 69:18 77:8,20,21 78:15 79:12 82:14 88:22 90:9,12,15	yellow 130:7	
	wow 189:5			
	Wright 17:2 23:23 92:17 188:19 189:18			

INVOICE

1 of 1



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Susan A. Herron, CMC
Incline Village General Improvement District
893 Southwood Boulevard
Incline Village , NV 89451

Invoice No.	Invoice Date	Job No.
1633080	7/21/2023	999220
Job Date	Case No.	
7/12/2023		
Case Name		
Incline Village General Improvement District Board of Trustees Meeting		
Payment Terms		
Net 30		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:
Public Meeting

2,769.45

TOTAL DUE >>>

\$2,769.45

Location of Job : parties to appear via zoom

The LIT Group 079F

Please note, disputes or refunds will not be honored or issued after 30 days

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\$500 Base Fee
\$7.95 per page = 285.46 pages

S. Herron 07-26-2023

Tax ID: 20-3835523

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Case Name : Incline Village General Improvement District Board of Trustees Meeting
Invoice No. : 1633080 Invoice Date : 7/21/2023
Total Due : \$2,769.45

Susan A. Herron, CMC
Incline Village General Improvement District
893 Southwood Boulevard
Incline Village , NV 89451

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 Email: _____

MY NAME IS BILL FEAST AND MY FAMILY AND I HAVE BEEN OWNER/RESIDENTS IN INCLINE VILLAGE FOR 15 YEARS. WE HAVE BEEN CONSISTENT, FREQUENT MEMBERS OF THE TENNIS & PICKLEBALL PLAYING COMMUNITY EVER SINCE. MY WIFE AND I BOTH PLAY SOCIAL AND USTA LEAGUE TENNIS AND OUR NOW ADULT DAUGHTER PARTICIPATED IN KIDS PROGRAMS, LATER BECOMING AN IVGID EMPLOYEE WHO TAUGHT CHILDREN TENNIS AT THE CENTER.

I SPOKE BEFORE THE BOARD INITIALLY ON JULY 27, 2022 AND SUBSEQUENTLY SUBMITTED A WRITTEN UPDATE TO BOARD MEMBERS FOR THE JANUARY 25, 2023 MEETING, AS I COULD NOT ATTEND. MY COMMENTS WERE SUBMITTED IN WRITING AND SHOULD BE READILY AVAILABLE FOR YOUR REVIEW.

MEMBERS OF THE TENNIS PLAYING COMMUNITY, INCLUDING MYSELF AND JOHN, BEGAN MEETING WITH SHEILA AND TENNIS CENTER TEAM IN SUMMER 2022 TO REPRESENT THE CONCERNS AND VIEWS OF OUR FELLOW PLAYERS AND WORK TOGETHER TO FIND REALISTIC SOLUTIONS, NEAR AND LONG TERM.

IT IS AN UNDERSTATEMENT TO SAY THAT THE COURT CONDITIONS WERE THE #1 CONCERN.

JOHN HAS WELL REPRESENTED THE SPECIFIC, RELEVANT LANGUAGE FROM THE 2016 LLOYD REPORT. I URGE YOU TO READ IT FOR YOURSELF IN YOUR DUE DILIGENCE AS YOU FINALIZE THE BUDGET PROCESS. IT IS HARD TO ESCAPE THE CONCLUSION THAT, WHILE SOME RECOMMENDATIONS SUCH

AS EXPANSION OF PICKLEBALL AND THE RENOVATION OF THE OFFICE/RESTROOM FACILITY WERE COMPLETED, THE MOST FUNDAMENTAL COURT REPAIR AND RECONSTRUCTION WAS NOT.

BANDAIDS WILL NO LONGER SUFFICE.

I URGE THE BOARD TO PROVIDE THE FUNDING FOR RECONSTRUCTION TO BEGIN AS PER IVGID MANAGEMENT'S PROPOSAL. GIVEN THE CONVERSION OF COURTS 8-11 TO PICKLEBALL, IT IS IMPERATIVE FOR THE REMAINING 7 COURTS TO BE PROFESSIONALLY MAINTAINED AND PRESERVED NOW AND FOR YEARS TO COME.

I AM HEARTENED TO SEE ON TONIGHT'S AGENDA THAT THE BOARD WILL BE DISCUSSING THE POSSIBILITY OF VARIOUS ADVISORY COMMITTEES, ONE OF WHICH IS TENNIS/PICKLEBALL, AS PART OF TRUSTEE MICHAELA TONKING'S REQUEST. USER BASED INPUT AND PERSPECTIVE ARE ESSENTIAL TO ENSURING ALIGNMENT ON PRIORITIES, ESPECIALLY THOSE FOCUSED ON INCREASING USAGE, REVENUE AND ULTIMATELY THE USER EXPERIENCE. THANKS TO MICHAELA FOR HER PREVIOUS ENGAGEMENT WITH THE TENNIS CENTER AND WE WOULD LOOK FORWARD TO THAT CONTINUING.

OUR RECREATIONAL ASSETS ARE AN INTEGRAL PART OF OUR COMMUNITY AND WHAT MAKES INCLINE VILLAGE WHAT IT IS. I AM IN FAVOR, AS ARE A LOT OF FELLOW OWNERS I KNOW,

OF THE PROPER, TIMELY AND WELL PLANNED MAINTENANCE AND ENHANCEMENT OF THOSE ASSETS.

BEFORE CLOSING, I WOULD LIKE TO THANK SHEILA, SYLVAIN AND BASIA FOR THEIR WORK AND COLLABORATION ON TENNIS CENTER MATTERS.

THE TENNIS PLAYING COMMUNITY LOOKS FORWARD TO A GREAT INCLINE VILLAGE OPEN LATER THIS MONTH TO BUILD ON LAST YEARS SUCCESSFUL REBOOT.

IN ADDITION, WE WILL START USTA LEAGUE PLAY SOON WITH AS MANY AS 5 OR 6 TEAMS REPRESENTING INCLINE.

LESS WELL KNOWN TODAY IS THAT TENNIS HAS GROWN BY DOUBLE DIGITS NATIONALLY AND WE KNOW THIS LOCALLY AS WELL, THOUGH ANECDOTALLY. INCLINE VILLAGE DESERVES A TENNIS CENTER COMMENSURATE WITH THAT GROWTH.

BILL FEAST

BOARD OF TRUSTEES MEETING

JULY 12, 2023

**PUBLIC COMMENT - IVGID BOT - JULY 12, 2023.
KAYE SHACKFORD. DONNA DRIVE.**

At the Board meetings on June 23rd and July 6th, Frank Wright attacked me three times in his Public Comments for "stealing from the district with her phony 'let's make you smile' seminars." He said, rather ungrammatically, that "She doesn't want us to save that money, she wants to keep spending it on herself through her company that she has." Because his words are now part of the Board record, and those who don't know him may assume there may be some truth in what he's saying, I thought it best to introduce some data.

Attached to this Public Comment is my record of IVGID folks who attended our *Negotiating Solutions* workshops from 1996 to 2022, the tuition that was paid for their attendance, and the tuition-free scholarships we extended to them. Graduates include a General Manager, Director of Utilities, Maintenance Manager, Marketing Manager, two Directors of Parks & Recreation, two Directors of Golf, three Engineering Managers, Mountain Operations Manager, and two HR managers. In total, 21 participants over 26 years, 14 tuition-free scholarships, total tuition paid \$16,100, for an average cost for tuition of \$767. There was also a facility fee that went to Granlibakken not to us.

What did they get? Participation in a week-long, immersive, intensive, executive-level workshop in business-to-business negotiation, learning from and with high level participants from the aviation and semi-conductor industries - Airbus, American Airlines, Boeing, Delta, Air Canada, Pratt & Whitney, Horizon Air, Raytheon, Lam Research, and others. Learning how to build the working relationships that can deal well with differences, and how to create value together, to find those things better for you not worse for us, and better for us not worse for you.

Lee Weber Koch alone can point to hundreds of thousands of dollars she saved IVGID based on what she learned. Each graduate can point to increased effectiveness inside IVGID and externally with residents, suppliers, regulators, and politicians.

My husband Joe and I started running this workshop - of my design - in 1988. We have over 4000 graduates; each pays a lot more than \$767 to attend. Do I need IVGID's money? Give me a break. But we gave those scholarships because we believe in adding value. What do you believe in, Frank?

So the next time you attack an 81-year-old widow in your Public Comments, or, for that matter, attack her at the Recall Petition table at Raleys, at least get the name right. That's *Negotiating Solutions.com*, Frank.

Thank you.

IVGID Graduates of the Negotiating Solutions Workshop - 1996-2023

<i>Roger Eggenburg, Director of Utilities</i>	1996	<i>tuition-free scholarship</i>
<i>Mike Workman, Maintenance Manager</i>	1996	<i>tuition-free scholarship</i>
<i>Doug Doolittle, Director of Parks & Recreation</i>	1996	<i>tuition-free scholarship</i>
<i>John Hughes, Director of Golf</i>	1996	<i>tuition-free scholarship</i>
<i>Ned Stock, Ski Resort Manager</i>	1996	<i>tuition-free scholarship</i>
<i>Pat Finnigan, GM</i>	1996	<i>tuition-free scholarship</i>
<i>Janice Lewandowski, Co-manager, Golf Courses</i>	1997	<i>Can't find reference</i>
<i>Kim Kelsch, Director, Finance & Admin</i>	1997	<i>tuition-free scholarship</i>
<i>Dan St. John, Director of Engineering</i>	1997	<i>tuition-free scholarship</i>
<i>Laurie Gwinn, HR Manager</i>	1997	<i>tuition-free scholarship</i>
<i>Lee Weber Koch, Marketing Manager</i>	1997	<i>tuition-free scholarship</i>
<i>Ed Youmans, Mountain Operations Mgr</i>	1997	<i>tuition-free scholarship</i>
<i>Beth Coffey-Curle, Business Office Mgr.</i>	1998	<i>\$1400</i>
<i>Ramona Cruz, Controller</i>	1998	<i>\$1400</i>
<i>Charlie Kent, Director of Golf</i>	2012	<i>tuition-free scholarship</i>
<i>Brad Johnson, Director of Engrg & Asset Mgmt</i>	2017	<i>tuition-free scholarship</i>
<i>Indra Winquist, Director Parks & Recreation</i>	2017	<i>\$3100</i>
<i>Susan Herron, IVGID District Clerk</i>	2018	<i>tuition-free scholarship</i>
<i>Dee Carey, HR Director</i>	2017	<i>(Alternative currency worth \$2600)</i>
<i>Kate Nelson, Engineering Manager</i>	2022	<i>\$3800</i>
<i>Mike Gove, Director of IT</i>	2022	<i>\$3800</i>

21 total participants over 26 years.

Total tuition or equivalent tuition paid for 6 attendees: \$16,100.

14 tuition-free scholarships...

(Data on Janice Lewandowski not available.)

Average out-of-pocket cost for tuition = \$767 apiece

Kaye M Shackford

July 12, 2023

Mick Homan

Incline Resident

I have comments on a couple items.

First – The proposal to create advisory committees in Topic G.4., I believe the defined goal for the golf committee is too narrow and potentially divisive.

The stated Goal is to “Formulate a 5-year sustainable plan that **provides fairness and equity to all recreation passholders** and protects the future of our District golf courses and driving range”

In light of recent public comments, the first part of the goal – providing fairness and equity to all passholders – could be construed as an attempt to reduce access for the clubs that utilize the course. At a 70-75% occupancy rate, this would be both unwarranted and fiscally irresponsible. It’s also unclear what “protecting the future of the golf courses and driving range” means. For the committee to drive value for the district, I suggest broadening the scope. It should be to “assist the staff and board in optimizing all aspects of the golf operations, including revenue growth and cost efficiency opportunities and expanding community participation.” It should be focused on both a near-term **and** 5-year time horizon. That combination will drive a more sustainable model.

Second, I’d caution the board on any actions related to Topic G.2 - Frequently Asked Questions. While the concept is good, it should be focused on IVGID’s policies and operations. Most of the topics included in the meeting materials can easily be viewed as political in nature. And Most of the topics have nothing to do with IVGID policy and practices. In fact, most relate to concerns community members have raised about individual Trustees.

For example, questions 4 and 5 deal with the board’s **intent** on privatizing venues or changing the model. The question itself deals with the board’s intentions or plans – not past actions. Further, I believe residents are commenting on individual trustees and their views and actions – not the board as a whole. Questions 7 and 8 deal with the impact of reducing rec fees and punch card values and the negative impact on home values and rights. There is no factual answer for this. Combined with the cap on punch card availability, I can easily see how residents believe their beach rights have declined and that their home ownership may be worth less as a result. On question 10, the Board very clearly **did** push for and approve the more punitive golf cancellation policy that they just rescinded. On question 2 related to Trustee Dent’s possible ethics violation, it’s inappropriate to state this is false when there is an open investigation. And on questions 12 and 13 dealing with the Duffield grant, the better question to ask is whether the project would have continued to proceed if Trustee Schmitz had voted yes on both votes.

Under any circumstances, it's inappropriate to utilize District resources to defend the actions of individual Trustees. At present, with a recall effort related to many of the same topics included in the materials, it could easily be construed as utilizing district resources to impact current ballot issues or candidates in an upcoming election. That would look like a direct violation of Nevada Ethics Statutes - NRS 281.A.520 – and I'd be surprised if General counsel would approve the materials if viewed through that lens.

GOOD EVENING. MY NAME IS JOHN KLEIN. I LIVE AT 321 WOODRIDGE WAY. I AM THE HEAD COACH FOR THE BOYS AND GIRLS TENNIS TEAMS AT INCLINE HIGH SCHOOL. ADDITIONALLY, I CAPTAINED OR CO-CAPTAINED USTA ADULT TENNIS TEAMS AT THE TENNIS CENTER.

I BELIEVE THE TENNIS CENTER IS A VALUABLE COMMUNITY ASSET.

I AM RESPONDING TO A REMARK MADE BY A MEMBER OF THE PUBLIC AT THE JUNE 28TH MEETING WHO QUESTIONED THE NEED FOR CAPITAL IMPROVEMENTS FOR THE TENNIS COURTS IN THE PROPOSED BUDGET AND THE FIVE-YEAR C I P. HE SAID, AND I QUOTE: *"MY INSPECTION ON MONDAY INDICATES THE COURT ARE IN GOOD SHAPE"*.

WHILE I ACKNOWLEDGE THE GENTLEMAN'S EXPERTISE ON BUDGETS AND RESPECT AND APPRECIATE HIS MANY HOURS OF SERVICE TO IVGID, I DO NOT BELIEVE HIS CURSORY EXAMINATION OF THE COURTS IS A SUBSTITUTE FOR THE PROFESSIONAL INSPECTION AND THE SUBSEQUENT REPORT COMMISSIONED BY IVGID. BEFORE I DISCUSS THAT REPORT I WOULD LIKE TO NOTE...

ON JANUARY 24TH, BILL FEAST EMAILED THIS BOARD, NOTING THERE IS UNANIMOUS ALIGNMENT BETWEEN THE TENNIS PLAYING COMMUNITY, IVGID MANAGEMENT AND TENNIS CENTER TEAM THAT TENNIS COURT CONDITIONS ARE DIRE AND NOT ONLY NEGATIVELY IMPACTING PLAY QUALITY BUT IN MANY CASES ARE UNSAFE AND HAZARDOUS. THE LAST THING WE NEED IS A LAWSUIT BECAUSE SOMEONE GETS INJURED ON THESE COURTS.

HE FURTHER NOTED THIS SITUATION DID NOT OCCUR OVERNIGHT NOR WILL IT BE REMEDIED OVERNIGHT BUT IT IS IMPERATIVE THAT SHORT TERM AND LONG TERM SOLUTIONS BE PLANNED FOR IN THIS FINANCIAL BUDGET PLANNING PERIOD.

NOW, BACK TO THE REPORT I MENTIONED: I REFER THE BOARD TO "INCLINE VILLAGE TENNIS CENTER FACILITIES ASSESSMENT AND MASTER PLAN," PERFORMED BY LLOYD CIVIL & SPORTS ENGINEERING OF SCOTTSDALE, AZ, SUBMITTED AUGUST 2016. I EMAILED EACH OF YOU A COPY OF THIS REPORT.

I'D LIKE TO HIGHLIGHT SPECIFIC LANGUAGE DIRECTLY FROM THE REPORT. QUOTE:

PAGE 7"#3: ESTABLISH AN ASSET MANAGEMENT PLAN TO STRATEGICALLY MANAGE THE FUNDING OF FUTURE PROJECTS AND THE CONTINUAL REPLACEMENT AND MAINTENANCE OF EXISTING FACILITIES."

END QUOTE.

THIS WAS NEVER DONE. AN ASSET MANAGEMENT PLAN WAS NOT ESTABLISHED.

QUOTE:

SECTION D; PAGES 24: "AS THE FACILITY CONTINUES TO AGE....., IT IS IMPERATIVE THAT FURTHER BRICK AND MORTAR INVESTMENTS BE MADE."

"COURTS 1-7 ARE NOW OVER 35 YEARS OLD AND EVEN THOUGH THE DISTRICT HAS DONE AN EXEMPLARY JOB MAINTAINING AND EXTENDING THEIR SERVICE LIFE, THE REALITY IS THAT TENNIS COURT PAVEMENT SYSTEMS ARE TYPICALLY DESIGNED FOR A 30 TO 40 YEAR SERVICE LIFE. THE DRAINAGE SYSTEMS, PAVEMENTS, COATINGS AND STRUCTURAL AGGREGATE BASES WILL NEED RECONSTRUCTION IN THE VERY FORESEEABLE FUTURE, 5-7 YEARS." END QUOTE.

5-7 YEARS... IT IS NOW ALMOST 8 YEARS SINCE THAT REPORT, AND THE COURTS, WHILE THEY MAY LOOK GOOD TO THE NAKED EYE, ARE IN POOR STRUCTURAL SHAPE. TO USE A SIMPLE ANALOGY, OUR COURTS LOOKS LIKE A BEAUTIFUL HOUSE WITH A SHINY NEW PAINT JOB, BUT WHAT YOU CAN'T SEE IS IT IS INFESTED WITH TERMITES AND ABOUT TO FALL APART.

THE COURTS IN QUESTION ARE APPROACHING 50 YEARS OLD. THEY'VE HAD A GOOD RUN, BUT IT IS TIME, PAST TIME IN FACT, TO PROTECT THIS ASSET.

THANK YOU FOR YOUR TIME AND SERIOUS CONSIDERATION.

COMMENTS TO IVGID BOARD OF TRUSTEE'S

12 JULY 2023

My name is Paul Smith and I live at 1437 Tirol Drive here in Incline Village. My purpose tonight is to address Agenda item G 4 referencing the General Manager Search committee.

I just returned from five weeks traveling mostly in Asia and clearly missed quite a few developments here in Incline. Fortunately, I was able by internet to see parts of recent meetings.

First, I am pleased to note that the current Board majority is properly focusing on key matters related to the operation and sustainability of IVGID. For example, the effluent pipeline, financial records and reports to the State, operations at the resident owned beaches, and now vacancy filing. Thank you.

Please continue to avoid being distracted by “shinney objects” like the Parasol building and the false \$25 million for a gym. Also, as difficult as it may be personally, please continue your good work despite the recall effort. It is sad that a vocal group wants to remove the choice voters made as part of the legal election process. I urge all Incline residents to not sign any recall petitions and/or vote NO on any actual recall.

So...continue doing your duty to oversee the operation of IVGID. I appreciate you digging in and addressing long-festering issues especially related to beach access and financial reporting and the need to complete the effluent pipeline.

Second, the selection of a chief financial officer and a General Manager are critical to the current and future operational success of IVGID. A good solid pick for each position will set our improvement district on track for many years of focused progress and betterment. These are critical decisions that must be made in a timely manner.

Please be personally involved in the search and vetting of the candidates and make certain that the final decisions are made by matching the operational needs of IVGID with the skills and documented experience of the candidates. Incline Village needs nice people but we also need key managers who have relevant and documented experience and understand how to work with an elected Board that is overseen by the public in a rather regular manner.

In the context of the selection process; please do not use the IVGID HR director to manage this search. Instead appoint a Trustee to lead and form a search committee and give the committee a budget. Please also seek resident input and oversight at each level e.g., recruitment level, then at the paring down or initial cut level, and then at the final selection level. I suggest that you appoint a different resident for each level of the process instead of leaving one resident for the entire process.

Finally, thank you to each Trustee for all that you personally do for our community. However I offer a special thanks to the majority three who have truly put the community first. Thank you.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR JULY 12, 2023 MEETING – AGENDA
ITEM G(1) – WASTE-MANAGEMENT’S REQUEST FOR A FIVE (5) YEAR EXTEN-
SION OF ITS SOLID WASTE FRANCHISE IS CONCERNED**

Introduction: Well “here’s another one” according to my friend DJ Khaled¹! It doesn’t matter what it is this District does/fails to do. Because it’s essentially *everything*! Over and over and over again. Essentially everything one examines having anything to do with the District eventually leads to a finding of evilness, incompetence and waste. Which is generally hidden from the IVGID Board and the public by our wonderful staff who are so quick to publicize the “transparency” card. And here we have another example; staff’s granting of a request by Waste-Management to address the Board with its request for a premature extension of its solid waste franchise agreement. Members like me can’t get an audience before the IVGID Board. But if you’re a favored collaborator like Waste-Management, our doors are open to you.

I keep telling the Board and the public that the District is not being properly managed² and as a consequence, the facilities and services it furnishes can and should be more efficiently provided by another district³ or Washoe County. Or more preferably, IVGID should simply be dissolved³ and its functions taken over by the private sector. Regardless, in the interim, and in order to provide evidence in support of dissolution, let’s examine another episode of the waste and incompetence the District engages in which ends up costing local parcel/dwelling unit owners even though this waste

¹ Go to <https://www.djkhaledofficial.com/>.

² NRS 318.515(1)(a) and 318.515(3)(a)-(d) instruct that “upon notification by the Department of Taxation or upon receipt of a petition signed by 20 percent of the qualified electors of the district, that...a district of which the board of county commissioners is not the board of trustees is not being properly managed...the board of county commissioners of the county in which the district is located shall hold a hearing to consider...(a) adopt(ion of) an ordinance constituting the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt(ion of) an ordinance providing for the merger, consolidation or dissolution of the district...(c) fil(ing) a petition in...district court for the...appointment of a receiver for the district; or, (d) determin(ing) by resolution that management and organization of the district...remain unchanged.”

³ NRS 318.490(1)-(2) instruct that “whenever a majority of the members of the board of county commissioners...deem it to be in the best interests of the county and of the district that the district be merged, consolidated or dissolved, or if the board of trustees of a district, by resolution...agrees to such a merger, consolidation or dissolution, the board of county commissioners shall so determine by ordinance, (that)...(b) the services of the district are no longer needed or can be more effectively performed by an existing unit of government (or)...that the district should be dissolved, merged or consolidated.”

has nothing to do with parcel/dwelling unit owners' "availability" to access and use District recreation and beach facilities and the programs offered thereat⁴. That's the purpose of this written statement.

The Board's June 28, 2023 Board Meeting: Agenda item G(1) to the Board's June 28, 2023 meeting⁵ sought a staff initiative "that the Board of Trustees makes a motion to accept Waste Management's proposal to...[prematurely (the current solid waste franchise agreement 'is set to expire June 30, 2026))] approve (a) 5-year extension (of the current solid waste franchise)...contract (in consideration of)...expan(sion of) the residential green waste program to a 32 week seasonal collection period." When I and others objected to this stupid proposed agreement staff apparently approved of, this matter was removed from the agenda altogether.

My Written Statement to be Attached to The Minutes of The Board's June 28, 2023 Meeting: I prepared a written statement to be attached to the minutes of this meeting. And since those minutes have not as of yet been prepared for approval by the Board, I note that therein I proposed the many reasons why any request on Waste Management's behalf was premature, as well as the fact that the District's acquisition of Refuse, Inc.'s Incline Village transfer station be made a part of the negotiations for any solid waste extension with Waste Management. I refer the reader to this written statement once it becomes available for public viewing.

This July 12, 2023 Board Meeting: Now Waste Management is back for a second bite at the apple. Except now rather than seeking approval of this proposed extension, staff are asking the Board for direction as to how to respond. Of course this assumes our staff is competent enough to even be involved in such negotiations...WHICH IT IS NOT!

My E-Mails of July 8 and 12, 2023: On July 8, 2023 I sent an e-mail⁶ to the IVGID Board objecting to this matter being on the agenda. I argued that due to our staff's incompetence, there were and are much larger issues at play with any such extension agreement and that a citizens advisory committee should be selected in lieu thereof to deal with Waste-Management. Rather than regurgitate more from my July 8, 2023 e-mail, I refer the reader to the particulars of the same.

On July 12, 2023 I sent another e-mail to the IVGID Board⁶ suggesting a series of questions to ask Waste-Management's presenter this evening (who I assume will be Mr. Barry Skolnick), given Mr. Skolnick's misrepresentation that Waste Management is "not seeking a rate increase associated with

⁴ This is the justification staff claims for its involuntary assessment of the Recreation ("RFF") and Beach ("BFF") Facility Fees (go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/G.2._-_Recreation_Standby_and_Service_Charges.pdf).

⁵ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/G.1._-_General_Business_-_Waste_Management.pdf.

⁶ That a string of e-mails including this particular one is attached as Exhibit "A" to this written statement.

(its) investment (as) the pricing mechanism will not change under this extension.”⁷ Rather than regurgitate more from my July 8, 2023 e-mail, I refer the reader to the particulars of the same.

Agenda Item G(4) to Tonight’s Board Meeting⁸: proposes “approv(al of) the proposed structure of the board committees, assign(ment of) a Trustee to the Golf...and...Capital Improvement/ Investment Committee(s) and authoriz(ation for) staff to advertise for community at-large members for each committee.”⁹ Why not create a third committee? The Solid Waste Extension Negotiation Committee. Select a Trustee, and advertise for community at large members.

Conclusion: The solid waste franchise is one of the most important tasks this Board approves. It is only superseded by replacement of the existing effluent export pipeline, and construction of an effluent storage pond. Unless we control the current transfer station, our fate is doomed insofar as controlling our solid waste disposal fees. And if we let Refuse, Inc. improve that station to the tune of \$5 million or more, we will in essence never, never, ever be able to afford acquisition of the transfer station. So we need to take whatever measures we can now to bring this about. That means saying no to Waste Management’s current request. And creating a competent committee to negotiated with Waste Management for real consideration should we agree to the five (5) year extension it requests.

And you wonder why your public utility rates are as high as they are and never seem to go down in amount? I’ve now provided more answers.

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

⁷ See page 928 of the packet of materials prepared by staff in anticipation of tonight’s Board meeting (“the 7/12/2023 Board packet”).

⁸ Go to https://www.yourtahoepace.com/uploads/pdf-ivgid/G.4._-_General_Business_-_Committees.pdf.

⁹ See page 1004 of the 7/12/2023 Board packet.

EXHIBIT "A"

The IVGID Board's July 12, 2023 Board Meeting - Agenda Item G(1) - Proposed Extension of The Reno Disposal aka Waste-Management Solid Waste Disposal Franchise - Questions to Ask Mr. Skolnick

From: <s4s@ix.netcom.com>
To: "Matthew Dent" <dent_trustee@ivgid.org>
Cc: "Schmitz Sara" <schmitz_trustee@ivgid.org>, "Tonking Michaela" <tonking_trustee@ivgid.org>, "Tulloch Ray" <tulloch_trustee@ivgid.org>, "Noble Dave" <noble_trustee@ivgid.org>
Subject: The IVGID Board's July 12, 2023 Board Meeting - Agenda Item G(1) - Proposed Extension of The Reno Disposal aka Waste-Management Solid Waste Disposal Franchise - Questions to Ask Mr. Skolnick
Date: Jul 12, 2023 10:53 AM

Chairperson Dent and Other Honorable Members of the IVGID Board:

After Waste-Management's dog and pony show presentation this evening, how about one or more of you asking Mr. Skolnick the following questions:

1. Is the owner of the transfer station charging Reno Disposal Co. anything to use its transfer station? If so what?
2. Does not that cost go into the mix of allowable expenses to determine the minimum return Reno Disposal Co. is guaranteed under the solid waste franchise? In other words, the greater the expense the lower the return to Reno Disposal Co., and the need for higher rates to meet the guaranteed minimum return. Right?
3. If the owner of the transfer station is going to invest \$5+ million in proposed improvements, does it not intend to recoup that investment in the form of the rent it charges Reno Disposal Co?
4. If so, isn't that going to increase the allowable expenses Reno Disposal Co. is entitled to charge against revenues for purposes of determining its guaranteed minimum under the trash franchise?
5. If so, isn't that likely to increase the refuse rates we pay?
6. So how do you get off representing that your proposal doesn't increase the refuse rates we pay based upon the formula contained in the trash franchise?

Thank you, Aaron Katz

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

From: <s4s@ix.netcom.com>
Sent: Jul 8, 2023 1:34 PM
To: Matthew Dent <dent_trustee@ivgid.org>
Cc: Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>
Subject: The IVGID Board's July 12, 2023 Board Meeting - Agenda Item G(1) - Proposed Extension of The Reno Disposal aka Waste-Management Solid Waste Disposal Franchise - Update

Chairperson Dent and the Other Honorable Members of the IVGID Board -

I hope this agenda item is what paragraphs I [see page 923 of the Board packet ("receive a presentation from Waste Management and advise Staff how to proceed")] and V (see page 925 of the Board packet) of the staff memo represent. That is that "this memorandum is for presentation purposes" only. In other words, as paragraph IX of the staff memo (see page 926 of the Board packet) represents, staff are seeking nothing more than "Board of Trustees...direction...on how to move forward with the request from Waste Management...for a 5-year contract extension as stated in Section 3,

Term and Renewal, of the current franchise agreement."

Madonna Dunbar tells us at paragraph VI of the staff memo (see page 925 of the Board packet) that this agenda item is not at the request of staff but rather, Waste-Management: "This presentation has been placed on the agenda at the request of Waste Management." So my question is WHERE DOES WASTE MANAGEMENT GET OFF HAVING AN ITEM IT WANTS ON THE BOARD'S AGENDA, ACTUALLY PLACED THEREON?

There are a number of items I have requested over the years be placed on the agenda of a Board meeting so I can address them to the Board. And NEVER have staff allowed this to take place. Yet when it comes to a favored collaborator like Waste Management, they benefit from special treatment. HOW COME?

Hopefully you will recall that on June 27, 2023 I wrote to each of you concerning problems with this agenda item. Please refer to that e-mail if you don't recall the issues at play, or ask me to send you another copy which I would be happy to do.

Regardless, please understand YOUR STAFF IS NOT COMPETENT TO DEAL WITH THIS MATTER. We already know from past experience that Mr. Underwood is not capable of negotiating anything with anyone. And Madonna Dunbar is nothing more than an admin person with no managerial nor negotiating skills. So why do we want to give either "direction?"

I don't know how many times I need to share this with staff and the Board. The issue here is ownership of the transfer station. Since staff is not equipped to deal with negotiating the issue, turn it over to people who can. And that's what you tell Waste Management. They will be contacted by negotiating representatives of the District (whoever they are) insofar as their request is concerned.

So when Madonna Dunbar asks at page 926 of the Board packet "if the Board desires to pursue the 5-year contract extension (proposed by Waste-Management) at this time," the answer should be no.

When she asks whether "there other contract terms the Board would like to discuss with WM for possible revision?

And if they can't wait or they're not interested in negotiating, then I guess they can wait three (3) more years for the contract to expire.

Respectfully, Aaron Katz...

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR JULY 12, 2023 MEETING – AGENDA
ITEM C – PUBLIC COMMENTS – SOME OBSERVATIONS INSOFAR AS THE
APPARENT VIOLATIONS OF BEACH FREEDOM OF EXPRESSION ZONES
ARE CONCERNED**

Introduction: Well “here’s another one” according to my friend DJ Khaled¹! It doesn’t matter what it is this District does/fails to do. Because it’s essentially *everything*! Over and over and over again. Essentially everything one examines having anything to do with the District eventually leads to a finding of evilness, incompetence and waste. Which is generally hidden from the IVGID Board and the public by our wonderful staff who are so quick to publicize the “transparency” card. And here we have another example; staff’s refusal to enforce board policy insofar as use of the beaches for freedom of expression purposes.

I keep telling the Board and the public that the District is not being properly managed² and as a consequence, the facilities and services it furnishes can and should be more efficiently provided by another district³ or Washoe County. Or more preferably, IVGID should simply be dissolved³ and its functions taken over by the private sector. Regardless, in the interim, and in order to provide evidence in support of dissolution, let’s examine another episode of the waste and incompetence the District engages in which ends up costing local parcel/dwelling unit owners even though this waste

¹ Go to <https://www.djkhaledofficial.com/>.

² NRS 318.515(1)(a) and 318.515(3)(a)-(d) instruct that “upon notification by the Department of Taxation or upon receipt of a petition signed by 20 percent of the qualified electors of the district, that...a district of which the board of county commissioners is not the board of trustees is not being properly managed...the board of county commissioners of the county in which the district is located shall hold a hearing to consider...(a) adopt(ion of) an ordinance constituting the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt(ion of) an ordinance providing for the merger, consolidation or dissolution of the district...(c) fil(ing) a petition in...district court for the...appointment of a receiver for the district; or, (d) determin(ing) by resolution that management and organization of the district...remain unchanged.”

³ NRS 318.490(1)-(2) instruct that “whenever a majority of the members of the board of county commissioners...deem it to be in the best interests of the county and of the district that the district be merged, consolidated or dissolved, or if the board of trustees of a district, by resolution...agrees to such a merger, consolidation or dissolution, the board of county commissioners shall so determine by ordinance, (that)...(b) the services of the district are no longer needed or can be more effectively performed by an existing unit of government (or)...that the district should be dissolved, merged or consolidated.”

has nothing to do with parcel/dwelling unit owners' "availability" to access and use District recreation and beach facilities and the programs offered thereat⁴. That's the purpose of this written statement.

My E-Mail of July 4, 2023: On July 4, 2023 I sent an e-mail⁵ to the IVGID Board alerting members to the fact that persons staffing recall petition card tables, on beach property, were likely violating the beach deed and Board Policy 136. This is the policy which permits members of the public to exercise freedom of expression on our beaches, upon designated freedom of expression zones. Rather than reiterating in detail what I shared with the Board, I simply direct the reader to the attached e-mail. I learned that Director of Parks and Recreation Sheila Leijon was aware of the situation and according to her, the restrictions of Policy 136 would be enforced to the "T."

Sometime thereafter someone took a picture of our former Board chairperson, Tim Callicrate, staffing such a card table on beach property⁶, contrary to Policy 136 (he was not located upon a parking lot nor an adjacent parking lot or adjacent walkway).

Conclusion: Why do we have Board Policies if staff aren't going to adhere to them? And why won't our staff enforce those very policies? Either enforce your own policies, or rescind them once and for all!

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

⁴ This is the justification staff claims for its involuntary assessment of the Recreation ("RFF") and Beach ("BFF") Facility Fees (go to https://www.yourtahoepace.com/uploads/pdf-ivgid/G.2._-Recreation_Standby_and_Service_Charges.pdf).

⁵ That e-mail is attached as Exhibit "A" to this written statement.

⁶ That picture is attached as Exhibit "B" to this written statement.

EXHIBIT "A"

When Are You Going to Make Your Staff Comply With Board Policy, if Ever? Freedom of Expression Zones at Our Beaches

From: <s4s@ix.netcom.com>
To: "Dent Matthew" <dent_trustee@ivgid.org>
Cc: "Schmitz Sara" <schmitz_trustee@ivgid.org>, "Tonking Michaela" <tonking_trustee@ivgid.org>, "Noble Dave" <noble_trustee@ivgid.org>, "Tulloch Ray" <tulloch_trustee@ivgid.org>
Subject: When Are You Going to Make Your Staff Comply With Board Policy, if Ever? Freedom of Expression Zones at Our Beaches
Date: Jul 4, 2023 11:53 AM

Chairperson Dent and Other Honorable Members of the IVGID Board -

Why do we have policies if they're not enforced?

Why do we have overpaid senior staff if they refuse to do their jobs?

What are the consequences of noncompliance or less than professional compliance?

Why do members of the public have to do your jobs?

And you wonder why there's a recall effort.

Case in Point. Efforts to secure signatures to recall petitions at Ski Beach.

Today a card table with persons seeking such signatures was set up on the grass area kitty corner to the beach kiosk at the entrance to Ski Beach. According to Policy 136 there are designated freedom of expression zones on all recreational facilities including the beaches. Bottom line, parking lots and within/adjacent walkways. NOT grassy areas close by. And what is our wonderful staff doing to enforce this policy? Bueller? Bueller?

Don't play dumb Sheila. It's your job to monitor the beaches. Especially during 4th of July week. Didn't you walk by and see this violation for yourself? If not why not?

What about you Mike Bandelin. You're acting GM. Didn't you walk by and see for yourself? If not why not?

These matters were expressly called to Sheila's attention last week and her response was apparently that staff were strictly enforcing beach access for this purpose. Yet apparently they aren't!

Please do something Board members. Or maybe you should really resign? Respectfully, Aaron Katz

EXHIBIT "B"



**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR JULY 12, 2023 MEETING – AGENDA
ITEM F(4) – EXPANDING STAFF RECREATIONAL PRIVILEGES AT LOCAL PARCEL
OWNERS' EXPENSE**

Introduction: Well “here’s another one” according to my friend DJ Khaled¹! It doesn’t matter what it is this District does/fails to do. Because it’s essentially *everything*! Over and over and over again. Essentially everything one examines having anything to do with the District eventually leads to a finding of evilness, incompetence and waste. Which is generally hidden from the IVGID Board and the public by our wonderful staff who are so quick to publicize the “transparency” card. And here we have another example; staff’s request essentially all public employees receive expanded recreational privileges which are paid for by local parcel owners with their Recreation Facility Fees (“RFFs”).

I keep telling the Board and the public that the District is not being properly managed² and as a consequence, the facilities and services it furnishes can and should be more efficiently provided by another district³ or Washoe County. Or more preferably, IVGID should simply be dissolved³ and its functions taken over by the private sector. Regardless, in the interim, and in order to provide evidence in support of dissolution, let’s examine another episode of the waste and incompetence the District engages in which ends up costing local parcel/dwelling unit owners even though this waste

¹ Go to <https://www.djkhaledofficial.com/>.

² NRS 318.515(1)(a) and 318.515(3)(a)-(d) instruct that “upon notification by the Department of Taxation or upon receipt of a petition signed by 20 percent of the qualified electors of the district, that...a district of which the board of county commissioners is not the board of trustees is not being properly managed...the board of county commissioners of the county in which the district is located shall hold a hearing to consider...(a) adopt(ion of) an ordinance constituting the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt(ion of) an ordinance providing for the merger, consolidation or dissolution of the district...(c) fil(ing) a petition in...district court for the...appointment of a receiver for the district; or, (d) determin(ing) by resolution that management and organization of the district...remain unchanged.”

³ NRS 318.490(1)-(2) instruct that “whenever a majority of the members of the board of county commissioners...deem it to be in the best interests of the county and of the district that the district be merged, consolidated or dissolved, or if the board of trustees of a district, by resolution...agrees to such a merger, consolidation or dissolution, the board of county commissioners shall so determine by ordinance, (that)...(b) the services of the district are no longer needed or can be more effectively performed by an existing unit of government (or)...that the district should be dissolved, merged or consolidated.”

has nothing to do with parcel/dwelling unit owners' "availability" to access and use District recreation and beach facilities and the programs offered thereat⁴. That's the purpose of this written statement.

Instead of Giving Away Severely Discounted Use of Our Recreational Facilities to Our Public Employees, They Should be Sold Pursuant to The Yield Management Tools Which Are Allegedly Available to The District: Most of the District's recreational facilities operate at a financial loss which is involuntarily subsidized by local parcel/dwelling unit owners. Part of the reason for the subsidy is the fact that our facilities are under-utilized. In other words, if we were able to increase the level of utilization, we might be able to increase the amount of revenue, and in turn reduce or eliminate the involuntary financial subsidy. I and others I know believe this can be done utilizing the principles of yield management. But instead staff push for use of our recreational facilities which reduces the under utilization, however, without a comparable increase in revenue.

Former Employee Bee Williams' Social Media (Facebook) Post Where She Admits These Recreational Privileges Are Worth Very Little to Most IVGID Employees: And now we learn our employees don't even care about recreational privileges. Recently Bee Williams, a former employee of the District and wife to a current employee, wrote a post on Facebook wherein she argued that the worth of these privileges is *overvalued*⁵. If overvalued, why do we even offer them?

Conclusion: If I am a private sector owner of a restaurant, although my employees may be entitled to a free meal before/after their shifts, as the owner *so am I!* But here in IVGIDville that is not the case. Our employees are able to access and use our recreational facilities for a fraction of what you and I must pay in user fees⁶. And this is on top of the RFF local parcel/dwelling unit owners involuntarily pay. Something is very, very wrong with this picture and it's not the messenger.

And now that we learn these privileges are not worth anything near what others represent, why do we continue to offer them? And why are we proposing to expand them via this agenda item? Since there apparently will be little outcry from staff if expanded recreational benefits are eliminated, why don't we just eliminate them? Make our employees pay the same user fees as the public pays?

And you wonder why your RFF is as large as it is and until recently never went down? I've now provided more answers. Respectfully, Aaron Katz (Your Community Watchdog Because Nearly No One Else Seems to be Watching).

⁴ This is the justification staff claims for its involuntary assessment of RFF and Beach Facility Fees ("BFFs") [go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/G.2._-_Recreation_Standby_and_Service_Charges.pdf].

⁵ A print out of this post is attached as Exhibit "A" to this written statement.

⁶ Our former general manager, Indra Winquest, has admitted in public that when an IVGID employee obtains a user fee discount because he/she is an employee, that discount is off of the picture passholder ("PPH") rates. In other words, the user fees an employee pays to use the District's recreational privileges, are less than those paid by those whose properties are assessed the RFF.

EXHIBIT "A"

former employee on rec benefits

From: Judith Miller <pupfarm1@gmail.com>
To: Aaron Katz <s4s@ix.netcom.com>
Subject: former employee on rec benefits
Date: Jul 11, 2023 8:07 AM

Bee Williams on Facebook

"with the exception of Douglas county there are very few public agencies that run/manage utilities. Recreation access to golf/ski are only good for people who ski and golf (lower number than you may think- especially in working class households). The rec center only helps out of town employees if they have the ability to delay returning home after work to care for animals and family. I think you are overvaluing the other benefits but it would be great to have an idea of what the employees - current and perspective - value when looking for employment and at their benefits."

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR JULY 12, 2023 MEETING – AGENDA
ITEM C – PUBLIC COMMENT – STAFF’S CONTINUED CONCEALMENT OF PUBLIC
RECORDS – HERE THE TIME AND AMOUNTS OUR INTERNAL STAFF INCUR
WHICH IS HIDDEN TO THE BOARD AND THE PUBLIC**

Introduction: Well “here’s another one” according to my friend DJ Khaled¹! It doesn’t matter what it is this District does/fails to do. Because it’s essentially *everything*! Over and over and over again. Essentially everything one examines having anything to do with the District eventually leads to a finding of evilness, incompetence and waste. Which is generally hidden from the IVGID Board and the public by our wonderful staff who are so quick to publicize the “transparency” card. And here we have another example; staff’s intentional concealment of public records.

I keep telling the Board and the public that the District is not being properly managed² and as a consequence, the facilities and services it furnishes can and should be more efficiently provided by another district³ or Washoe County. Or more preferably, IVGID should simply be dissolved³ and its functions taken over by the private sector. Regardless, in the interim, and in order to provide evidence in support of dissolution, let’s examine another episode of the waste and incompetence the District engages in which ends up costing local parcel/dwelling unit owners even though this waste

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² NRS 318.515(1)(a) and 318.515(3)(a)-(d) instruct that “upon notification by the Department of Taxation or upon receipt of a petition signed by 20 percent of the qualified electors of the district, that...a district of which the board of county commissioners is not the board of trustees is not being properly managed...the board of county commissioners of the county in which the district is located shall hold a hearing to consider...(a) adopt(ion of) an ordinance constituting the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt(ion of) an ordinance providing for the merger, consolidation or dissolution of the district...(c) fil(ing) a petition in...district court for the...appointment of a receiver for the district; or, (d) determin(ing) by resolution that management and organization of the district...remain unchanged.”

³ NRS 318.490(1)-(2) instruct that “whenever a majority of the members of the board of county commissioners...deem it to be in the best interests of the county and of the district that the district be merged, consolidated or dissolved, or if the board of trustees of a district, by resolution...agrees to such a merger, consolidation or dissolution, the board of county commissioners shall so determine by ordinance, (that)...(b) the services of the district are no longer needed or can be more effectively performed by an existing unit of government (or)...that the district should be dissolved, merged or consolidated.”

has nothing to do with parcel/dwelling unit owners' "availability" to access and use District recreation and beach facilities and the programs offered thereat⁴. That's the purpose of this written statement.

My July 12, 2023 E-Mail to The Board: On May 26, 2023 I made a public records request addressed to our Public Records Officer ("PRO"), Ms. Herron⁵. After hearing nothing, on July 12, 2023 I sent a follow up e-mail to Ms. Herron asking where my requested records were⁵. Ms. Herron provided a response and then provided an interrogatory response in lieu of the requested records⁵. But not only was that response NOT in accord with the Public Records Act ("NPRA"), but it was FALSE. None of the requested records were evidenced by Ms. Herron's response as I pointed out to Ms. Herron and the IVGID Board⁵. Rather than commenting further on the various e-mails, I direct the reader to the particulars attached as Exhibit "A."

Conclusion: Do you the reader see the concealment? What about Ms. Herron's disingenuous attempt to hide the truth? To those who say my records requests are inappropriate and staff are being unnecessarily bullied, do you still think that's the case insofar as this concealment is concerned? I ask the Board compel Ms. Herron to provide the records requested which she continues to conceal.

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

⁴ This is the justification staff claims for its involuntary assessment of the Recreation ("RFF") and Beach ("BFF") Facility Fees (go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/G.2._-Recreation_Standby_and_Service_Charges.pdf).

⁵ That request is part of an e-mail string attached as Exhibit "A" to this written statement.

EXHIBIT "A"

RE: Records Request - Unreimbursed Internal Services Staff Time Expended on ARPA Grant Funding as Well as the Skate Board Park Project

From: <s4s@ix.netcom.com>
To: Susan A. Herron <sah@ivgid.org>
Cc: Matthew Dent <dent_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, Michaela Tonking <tonking_trustee@ivgid.org>, Dave Noble <noble_trustee@ivgid.org>, Ray Tulloch <tulloch_trustee@ivgid.org>
Subject: RE: Records Request - Unreimbursed Internal Services Staff Time Expended on ARPA Grant Funding as Well as the Skate Board Park Project
Date: Jul 12, 2023 12:50 PM

Thank you Ms Herron -

But again, you haven't responded to my request.

And this is a common problem which plagues the District. Over and over and over again.

We had extensive efforts performed by UNREIMBURSED internal services staff. Primarily Kate Nelson, and likely Bree Waters as well.

I want to know what time was expended by internal services staff, and at what cost? That's what I attempted to learn. But so far NOTHING.

I asked to examine the following:

1. The names of all staff persons furnishing efforts to secure ARPA grant funding from Washoe County since January 1, 2022 ("scope of work"). I believe this included unsuccessful efforts to secure funding for our effluent export pipeline replacement project as well as successful efforts to secure funding for proposed skate board park repairs/renovations. In addition, I asked to examine the records I did with respect to Bree Waters' efforts including preparation of a staff memo in anticipation of the Board's May 25, 2023 meeting, as well as her time expended supporting her request at that meeting.

So to the extent you have responded only with respect to the District's successful grant request, you HAVEN'T responded to my request. Moreover, you have provided NO documents for my examination notwithstanding we know Kate Nelson was one of those staff persons. And records which respond to my request were not included in the GM reports referenced in your most recent response as you have stated.

2. The date(s) they provided these services. Again, you have provided NO documents. And records which respond to my request were not included in the GM reports referenced in your most recent response as you have stated. I want to learn all the dates where staff persons furnished the services they claim to have furnished.

3. A word by word description of the services actually performed by these person(s). Again, you have provided NO documents. And records which respond to my request were not included in the GM reports referenced in your most recent response as you have stated. I want to learn a word by word description of all services actually performed, and on all the dates where staff persons furnished those services (see paragraph 2 above) they claim to have furnished.

4. The time expended for each of the services actually performed. Again, you have provided NO documents. And records which respond to my request were not included in the GM reports referenced in your most recent response as you have stated. I want to learn the time expended for all services actually performed, and on all the dates where staff persons furnished those services (see paragraphs 2 and 3 above) they claim to have furnished.

5. The time billed to a department other than internal services for each of the services actually performed. Again, you have provided NO documents. And records which respond to my request were

performed. Again, you have provided NO documents. And records which respond to my request were not included in the GM reports referenced in your most recent response as you have stated. I want to learn the time billed to any District department other than internal services for all services claimed to have been actually performed, and on all the dates where staff persons furnished those services (see paragraphs 2, 3 and 4 above) they claim to have furnished.

6. The hourly rate(s) for the time billed to a department other than internal services for each of the services actually performed. Again, you have provided NO documents. And records which respond to my request were not included in the GM reports referenced in your most recent response as you have stated. I want to learn the hourly amounts charged by/on behalf of every staff person who advanced billable time towards the efforts described above, and on all the dates where staff persons furnished those services they claim to have furnished.

7. The identity of the department(s) other than internal services which were billed for each of the services actually performed. Again, you have provided NO documents. And records which respond to my request were not included in the GM reports referenced in your most recent response as you have stated. I want to learn the identity of all District departments which were billed for all services actually performed, and on all the dates where staff persons furnished those services they claim to have furnished.

8. The identity of each specific CIP to which internal services time with respect to this scope of work was billed. Again, you have provided NO documents. And records which respond to my request were not included in the GM reports referenced in your most recent response as you have stated. I want to learn each specific CIP for which internal services time was expended with respect to the work identified above.

9. Any out of pocket expense incurred in the prosecution of this scope of work which was billed to a department other than internal services. Again, you have provided NO documents. And records which respond to my request were not included in the GM reports referenced in your most recent response as you have stated. I want to learn all out of pocket expenditures incurred by staff with respect to the work identified above which was billed along with unreimbursed internal services staff time.

10. The district chart of account number assigned for each of the services actually performed pursuant to this scope of work as well as out of pocket expense(s) incurred which were billed to a department other than internal services. Again, you have provided NO documents. And records which respond to my request were not included in the GM reports referenced in your most recent response as you have stated. Not only do I want to examine records which will identify each and every billing to the recipient District department with respect to the work identified above, but I want to examine the chart of account number assigned by staff to every such billing.

So do you intend to provide the requested records for my examination and if so when? If you do not, will you please share your justification for refusing to provide the requested records.

Thank you for your cooperation. Aaron Katz

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

From: Susan A. Herron <sah@ivgid.org>

Sent: Jul 12, 2023 11:26 AM

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

Cc: Matthew Dent <dent_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, Michaela Tonking <lonking_trustee@ivgid.org>, Dave Noble <noble_trustee@ivgid.org>, Ray Tulloch <tulloch_trustee@ivgid.org>

Subject: RE: Records Request - Unreimbursed Internal Services Staff Time Expended on ARPA Grant Funding as Well as the Skate Board Park Project

Mr. Katz,

Thank you for following up on this records request. Our former District General Manager informed me, when this request was received, that he was going to handle this request personally. My recollection is that he told me that he discussed it with you verbally and that no further action was required. By your email of this morning I am assuming

discussed it with you verbally and that no further action was required. By your email of this morning, I am assuming that verbal discussion wasn't enough therefore I apologize and provide the following:

The history of this grant, and it is only one grant, was dialogued in the District General Manager's status reports which are available on the website; if you have trouble locating them, please let me know. The award of the grant came before the Board of Trustees, where it was approved, and that is also on our website and again, if you have trouble locating that item, please let me know. Further, I prepared the grant application with review from our Engineering Manager and former District General Manager. I submitted the application and worked with and continue to work with the Washoe County Grants team to ensure receipt of this non-competitive grant and its reporting which continues to date. As to any documents, those were included in the Board packet where this grant was approved.

Respectfully,
Susan

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

Sent: Wednesday, July 12, 2023 8:10 AM

To: Susan A. Herron <sah@ivgid.org>

Cc: Matthew Dent <dent_trustee@ivgid.org>; Sara Schmitz <trustee_schmitz@ivgid.org>; Michaela Tonking <tonking_trustee@ivgid.org>; Dave Noble <noble_trustee@ivgid.org>; Ray Tulloch <tulloch_trustee@ivgid.org>

Subject: Re: Records Request - Unreimbursed Internal Services Staff Time Expended on ARPA Grant Funding as Well as the Skate Board Park Project

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

Hello Ms Herron -

Still waiting on this one.

It has been a boggling 6+ weeks!

Are you going to tell me you sent me records evidencing the same?

Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: May 26, 2023 3:13 PM

To: Susan A. Herron <sah@ivgid.org>

Subject: Records Request - Unreimbursed Internal Services Staff Time Expended on ARPA Grant Funding as Well as the Skate Board Park Project

Hello Ms. Herron -

I would like to examine two sets of records.

The first involves internal services' staffs' efforts to secure ARPA grant funding from Washoe County since January 1, 2022 ("scope of work"). It was revealed last night that at least Kate Nelson was involved in these efforts. Which ultimately resulted in a \$250K grant for renovations to the skate board park. Prior to that, there were unsuccessful efforts for funding of the export effluent pipeline.

And so we are clear, I want to examine records which reveal:

1. The names of all persons furnishing these services;
2. The date(s) they provided these services;
3. A word by word description of the services actually performed by these person(s);
4. The time expended for each of the services actually performed;
5. The time billed to a department other than internal services for each of the services actually performed;
6. The hourly rate(s) for the time billed to a department other than internal services for each of the services actually performed;

7. The identity of the department(s) other than internal services which were billed for each of the services actually performed;
8. The identity of each specific CIP to which internal services time with respect to this scope of work was billed;
9. Any out of pocket expense incurred in the prosecution of this scope of work which was billed to a department other than internal services;
10. The district chart of account number assigned for each of the services actually performed pursuant to this scope of work as well as out of pocket expense(s) incurred which were billed to a department other than internal services.

Please do not provide a recreated summary of all of the above merely demonstrating hours expended and at an applied hourly rate. I want to examine the source documents themselves.

Now let's move on to the skate board park renovation project in particular. I want to examine records which reveal:

1. The names of all persons whose salaries are assigned to internal services who furnished these services;
2. The date(s) they provided these services;
3. A word by word description of the services actually performed by these person(s). This would include but not be limited to Ms. Waters' research in anticipation of preparing a staff memo in support of last night's agenda item on this subject matter; Ms. Waters' staff memo presented in support of last night's agenda item on this subject matter; Ms. Waters' preparation in anticipation of appearing at last night's agenda item on this subject matter; Ms. Waters' time appearing at last night's agenda item on this subject matter; all work Ms. Waters has done since last night's Board meeting in prosecution of this scope of work as requested by the Board; etc.
4. The time expended for each of the services actually performed;
5. The time billed to a department other than internal services for each of the services actually performed;
6. The hourly rate(s) for the time billed to a department other than internal services for each of the services actually performed;
7. The identity of the department(s) other than internal services which were billed for each of the services actually performed;
8. The identity of each specific CIP to which internal services time with respect to this scope of work was billed;
9. Any out of pocket expense incurred in the prosecution of this scope of work which was billed to a department other than internal services;
10. The district chart of account number assigned for each of the services actually performed pursuant to this scope of work as well as out of pocket expense incurred which were billed to a department other than internal services.

Please do not provide a recreated summary of all of the above merely demonstrating hours expended and at an applied hourly rate. I want to examine the source documents themselves.

Continuing, in Ms. Waters' staff memo in support of last night's agenda item on this subject matter, she represented that she had obtained or created an updated cost estimate for this project totaling \$500,000. I would like to examine that cost estimate.

Finally, in Ms. Waters' staff memo in support of last night's agenda item on this subject matter, she represented that there were multiple phases to this project. I would like to examine records evidencing the number of phases to this project, and a description of the work involved in each phase.

Thank you for your cooperation. Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR JULY 12, 2023 MEETING – AGENDA
ITEM F(4) – THE BOARD'S REFUSAL TO REMOVE THIS AGENDA ITEM FROM
TONIGHT'S MEETING AGENDA NOTWITHSTANDING NON-COMPLIANCE
WITH BOARD POLICY 3.1.0**

Introduction: Well “here’s another one” according to my friend DJ Khaled¹! It doesn’t matter what it is this District does/fails to do. Because it’s essentially *everything*! Over and over and over again. Essentially everything one examines having anything to do with the District eventually leads to a finding of evilness, incompetence and waste. Which is generally hidden from the IVGID Board and the public by our wonderful staff who are so quick to publicize the “transparency” card. And here we have another example; staff’s substitution of materials in support barely two (2) hours before tonight’s Board meeting. Because Board Policy No. 3.1.0 MANDATES that agenda items such as these go forward, I sent the Board an e-mail asking they do their job and remove this item from tonight’s Board meeting agenda². Rather than regurgitating the contents, I direct the reader to its particulars. Since I presume the Board will have ignored my request, this written statement has been prepared to be attached to the minutes of this meeting.

I keep telling the Board and the public that the District is not being properly managed³ and as a consequence, the facilities and services it furnishes can and should be more efficiently provided by another district⁴ or Washoe County. Or more preferably, IVGID should simply be dissolved³ and its

¹ Go to <https://www.djkhaledofficial.com/>.

² This e-mail is attached as Exhibit “A” to this written statement.

³ NRS 318.515(1)(a) and 318.515(3)(a)-(d) instruct that “upon notification by the Department of Taxation or upon receipt of a petition signed by 20 percent of the qualified electors of the district, that...a district of which the board of county commissioners is not the board of trustees is not being properly managed...the board of county commissioners of the county in which the district is located shall hold a hearing to consider...(a) adopt(ion of) an ordinance constituting the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt(ion of) an ordinance providing for the merger, consolidation or dissolution of the district...(c) fil(ing) a petition in...district court for the...appointment of a receiver for the district; or, (d) determin(ing) by resolution that management and organization of the district...remain unchanged.”

⁴ NRS 318.490(1)-(2) instruct that “whenever a majority of the members of the board of county commissioners...deem it to be in the best interests of the county and of the district that the district be merged, consolidated or dissolved, or if the board of trustees of a district, by resolution...agrees to such a merger, consolidation or dissolution, the board of county commissioners shall so determine by ordinance, (that)...(b) the services of the district are no longer needed or can be more effectively performed by an existing unit of government (or)...that the district should be dissolved, merged or consolidated.”

functions taken over by the private sector. Regardless, in the interim, and in order to provide evidence in support of dissolution, let's examine another episode of the waste and incompetence the District engages in which ends up costing local parcel/dwelling unit owners even though this waste has nothing to do with parcel/dwelling unit owners' "availability" to access and use District recreation and beach facilities and the programs offered thereat⁵. That's the purpose of this written statement.

Conclusion: When is there going to be a consequence to our public employees who arrogantly refuse to comply with Board policy? When is the Board going to impose that consequence? If you members had a back bone, that's exactly what you would do. Send a message that future non-compliance will not be allowed.

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

⁵ This is the justification staff claims for its involuntary assessment Recreation ("RFF") and Beach ("BFF") Facility Fees (go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/G.2._-_Recreation_Standby_and_Service_Charges.pdf).

EXHIBIT "A"

Please REMOVE Agenda Item F.4. From Tonight's Board Meeting

From: <s4s@ix.netcom.com>
To: Dent Matthew <dent_trustee@ivgid.org>
Cc: Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>
Subject: Please REMOVE Agenda Item F.4. From Tonight's Board Meeting
Date: Jul 12, 2023 5:01 PM
Attachments: [F.4. - page 921 - updated.pdf](#)

Chairperson Dent and Other Honorable Members of the IVGID Board -

Look below at what I received a little over 2 hours prior to tonight's Board meeting. And I have no time to even take a look.

As you know Policy 3.1.04 states that all materials in support of a matter shall be posted to the District's web site a calendar week before the meeting. ALL MATERIALS means just that. ALL. And a calendar week before means just that. A CALENDAR WEEK BEFORE.

Furthermore, this Policy goes on to state that no matter shall be heard nor acted upon where the materials in support are inaccurate or missing. "Delayed and/or supplemental materials SHALL defer an agenda item."

What you have below are delayed and/or supplemental materials presumably posted to the District's web site two hours before the meeting. Therefore, the matter SHALL be deferred. Please do what your policy states. REMOVE this agenda item.

Furthermore, this matter has been placed on the consent calendar. Per Policy 3.1.04 justification shall be included in the staff memo for placement on the consent calendar. I have examined pages 917-919 of the Board packet and NOWHERE do I see justification for placement on the consent calendar. Nor do I see reasons justifying placement on the consent calendar insofar as the reasons stated in Policy 3.1.04 recite. This placement was and is 100% IMPROPER!

When are we going to sanction staff who just don't seem to be able to comply with Board policies? It makes those policies a mockery!

And why do I have to be the one to call out this improper staff conduct to the Board? It's NOT my job. Since it's YOUR job, please do your jobs. Remove this matter from tonight's agenda and start disciplining staff for non-compliance with Board policies.

Respectfully, Aaron Katz

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

From: Susan A. Herron <sah@ivgid.org>
Sent: Jul 12, 2023 3:39 PM
To: Susan A. Herron <sah@ivgid.org>
Subject: Remove and Replace - Item F.4. Consent Calendar - page 921

All,

Attached is an updated agenda packet page 921. Director of Human Resources Feore corrected an error and reconfigured the sheet itself. Please remove the existing page in your packet and replace with the attached.

Thank you,
 Susan

Susan A. Herron, CMC
Director of Administrative Services
IVGID
893 Southwood Boulevard
Incline Village, NV 89451
sah@ivgid.org
775-832-1207 (Office Ph#)

MEMORANDUM

TO: Board of Trustees

THROUGH: Joshua Nelson

FROM: Kate Nelson, Engineering Manager

SUBJECT: Review, discuss, and possibly approve a legal service agreement with Silver State Law, LLC in an amount not to exceed \$72,000 for special counsel construction related services. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): **LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

- Comply with regulatory requirements, industry standards, and District policies.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policy 13.1.0 - Capital Project Budgeting
Board Policy 21.1.0 - Purchasing Policy for Public Works Contracts

DATE: August 9, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to approve a legal service agreement with Silver State Law, LLC in an amount not to exceed \$72,000 for special counsel construction related services.

II. BACKGROUND

The General Counsel provides procurement related services, including for public works projects. However, given the size and complexity of the effluent pipeline project, the prior General Manager (based on the General Counsel's recommendation) engaged Silver State Law LLC to provide special counsel services for this project and to develop new construction contract templates.

This work has successfully concluded.

As IVGID moves forward with future phases of the effluent pipeline project and similar complex public works projects, it would benefit from special counsel assistance in those areas and as needed. This agreement would engage Silver State Law LLC to provide these services as requested. Approval would not exceed \$72,000.

III. BID RESULTS

Not Applicable

IV. FINANCIAL IMPACT AND BUDGET

Silver State Law will be utilized as needed to assist with various capital improvement projects. Silver State Law will provide invoices that will be project specific. Funds are available within each capital improvement project to cover the costs of legal services. General legal services provided will be funded by either the Water General Administration Outside Legal Consultant (2002299-6010 - \$15,000) and/or Sewer General Administration Outside Legal Consultant (20002599-6010 - \$15,000) FY23/24 approved budget.

V. ALTERNATIVES

Below is an alternative to the recommended action:

1. Decline to engage special counsel in this matter.
2. Seek alternative special counsel.

VI. COMMENTS

VII. BUSINESS IMPACT/BENEFIT

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

VIII. ATTACHMENTS

None

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Approve a legal service agreement with Silver State Law, LLC in an amount not to exceed \$72,000 for special counsel construction related services.

LEGAL SERVICES AGREEMENT

1. Identification of Parties

This Agreement is made between Silver State Law, LLC (“Law Offices”) and Incline Village General Improvement District (“IVGID”) or (“Client”).

2. Legal Services to be Provided

The legal services to be provided by Law Offices to Client as part of this Agreement are as follows:

Law Offices will assist IVGID and its general counsel with Capital Improvement Project Legal Advice, and related tasks as requested.

3. Responsibilities of Law Offices and Client

Law Offices will perform the legal services called for under this Agreement, keep Client informed of developments in the same case, and respond promptly to Client’s reasonable inquiries.

Client will be truthful and cooperative with Law Offices, keep Law Offices reasonably informed of developments and of Client’s address, telephone number and whereabouts, and timely make any payments required by this Agreement.

4. Attorneys Fees

Client will pay Law Offices for attorneys’ fees for the legal services provided under this Agreement at the respective hourly rates of the individual attorneys providing the services. The rates for attorney’s fees fall within the following ranges: \$325.00 to \$375.00 per hour for attorneys, subject to increase with reasonable notice. Jeff Spencer of Silver State Law, LLC will be the lead attorney on these matters, and will bill \$375.00 per hour. Also, more than one member of Silver State Law, LLC may work on a matter for you simultaneously, in which case both members of Silver State Law, LLC may bill for the time spent. The same rule applies to sequential or duplicative work. For example, it might be necessary to charge you for a paralegal and attorney reviewing some or all of a case file, where both the paralegal and attorney require immediate familiarity with the facts. All personnel billing for their time will do so in 1/10 of an hour (i.e., 1/10 equals six minutes) increments, and will round to the nearest such increment. You agree that these fees are reasonable on the basis of Attorney’s ability, training, education, experience, professional standing and skill, and the difficulty, intricacy, importance, and time and skill required to perform the work to be done.

You understand that all time expended by personnel in Silver State Law on matters covered under this Engagement Letter should be expected to be billed at the rate of those personnel. Law Offices will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following:

- Conferences and hearings;
- Court and administrative sessions;
- Depositions and other discovery (preparation and participation also included);
- Correspondence and legal documents;
- Travel to and from meetings, hearings, or conferences (review and preparation);
- Legal research;
- Telephone conversations with Client, opposing counsel and with other relevant actors in the action.

5. Costs

Client is responsible for any and all necessary and reasonable costs, which Law Offices incurs in connection with Clients representation in matters covered by this Agreement. Costs may include, but are not limited to:

- Process server fees;
- Court filing fees;
- Other charges assessed by Courts and other public agencies;
- Court reporter fees;
- Jury fees;
- Witness fees;
- Expert fees (except those paid directly by Client);
- Computer research charges;
- Reproduction charges (currently \$.25 per page for copies);
- Travel expenses such as airline tickets, mileage, parking and meals;
- Toll and long-distance telephone charges;
- Clerical staff overtime;
- Postage and messenger fees;
- With your consent, the fees of consultants, experts, investigators and others retained to aid us in representing you.

Law Offices may, on Client's behalf, advance any or all of such costs and disbursements, when time is of the essence. Generally, however, costs will be paid and billed as a portion of the monthly billing sent to client, and any costs advanced by Law Offices shall be reimbursed to Law Offices in accordance with the general billing practices of Law Offices. Unpaid fees and costs advanced in this action shall constitute a claim and a lien against any recovery made on Client's behalf. If the result of the action is a recovery against Client or is not for recovery in favor of Client, regardless of the outcome of the matter, the Client is still responsible for the payment of all attorneys' fees and costs.

The total estimated cost for the Capital Improvement Project Legal Advice is SEVENTY-TWO THOUSAND DOLLARS (\$72,000.00), this estimated amount is subject to approval from IVGID prior to the commencement of any legal work.

6. Statements and Payments

Law Offices will send Client monthly billing statements indicating in an itemized format all attorneys fees and costs incurred to date in the matter and their basis, any amounts applied from retainers, and any current balance owed for amounts billed from previous months. If no attorneys' fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month or any subsequent month at Client's request. What fees and costs are incurred and billed for any particular month are due and payable within thirty (30) days of the date of the invoice and are considered delinquent past that time. Law Offices may elect to withdraw as counsel for non-payment of fees at any time and as further set forth in paragraph 10 below.

7. Retainer Fee

Not applicable at this time. Law Offices reserves the right to request and obtain a retainer if future legal activities warrant same.

8. Control of Action

The Client expressly understands that Law Offices controls the litigation strategy required to accomplish the goals of this Agreement. This includes the strategy regarding discovery and other litigation decisions. Should the Client request that Law Offices take action in this litigation that may adversely affect the litigation or that may adversely affect one of Law Offices existing clients, Law Offices will consult with Client and determine if the proposed course of action adversely affects the litigation or one or more of the Law Offices existing clients. If a conflict does arise in the management of this matter, Client expressly understands that it may be required to seek alternate legal counsel. Furthermore, Law Offices will make all decisions regarding litigation or the legal outcome of the matter subject to this Agreement. Such decisions include, but are not necessarily limited to, decisions related to the timing and filing of any legal action, the presentation of witnesses and evidence at trial, arbitration or mediation, and the requisite amount of time and effort spent to accomplish the goals of this Agreement, include all decisions related to discovery.

9. Discharge of Law Firm

Client may discharge Law Offices at any time by written notice effective when received by Law Offices. Unless specifically agreed by Law Offices and the Client, Law Offices will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Law Offices is Client's attorney of record in any proceeding the Client will execute and return a substitution of attorney form immediately upon its receipt from Law Offices. Notwithstanding the discharge, the Client will be obligated to pay Law Offices a reasonable attorneys fee for all services provided and to reimburse Law Offices for all costs advanced at the time of discharge.

10. Withdrawal of Law Firm

Law Offices may withdraw at any time as permitted by the Rules of Professional Conduct of the State Bar of Nevada or the rules of any court in which Law Offices has appeared or intends to make an appearance, or in any arbitration or mediation in which Law Offices services have been engaged. The circumstances which permit withdrawal include, but are not limited to the following:

- a) The Client consents to withdrawal;
- b) The Client's conduct renders it unreasonably difficult for Law Offices to carry out employment effectively; and
- c) The Client fails to pay attorneys' fees or costs as required by its Agreement with the attorney.

Notwithstanding Law Offices withdrawal, the Client will be responsible for reasonable attorney's fees for all services provided and to reimburse Law Offices for all costs advanced, before the withdrawal.

11. Copy of the Agreement

Client acknowledges, by signing this Agreement, that he/she/it has obtained a fully executed copy of this Agreement.

12. Disclaimer of Guarantee

Although Law Offices may offer an opinion about possible results regarding the subject matter of this Agreement, Law Offices cannot guarantee any particular result. The Client expressly acknowledges that Law Offices has made no promises about the outcome and that any opinion offered by Law Offices in the future will not constitute a guarantee. Because litigation or other legal matters can result in multiple, even inconsistent outcomes, and because litigation and other legal actions can vary in time or duration, any expressed expected outcome or timeline is merely an opinion and not a representation of the expected results or duration of this case.

13. Enforcement of Agreement

In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. The effective date of this Agreement will be the date when it is executed by the second of the parties to do so.

[INTENTIONALLY LEFT BLANK]

THE FOREGOING IS UNDERSTOOD AND AGREED. I have carefully read and reviewed this Engagement Letter and had an opportunity to ask questions regarding its effect. I acknowledge that I have been advised to retain separate legal counsel to review this Engagement Letter, if I so desire, and that the choice to do so or not is entirely up to me. I understand that in the event there is a dispute between Clients and Silver State Law, LLC, that this Engagement Letter may not be subject to any attorney-client privilege and may be disclosed to a court or otherwise as deemed appropriate. I also understand that this Engagement Letter provides for binding arbitration in the event there is a dispute between Clients and Silver State Law, LLC, and that binding arbitration may deprive me of various rights that I might otherwise have in a legal action, including without limitation the right to a jury trial, the right to appeal, and full discovery rights.

Dated this ____ day of _____, 2023.

INCLINE GENERAL IMPROVEMENT DISTRICT

By: Mike Bandelin
Its: Acting General Manager

Accepted By:

Silver State Law, LLC

Jeff Spencer, Esq.

MEMORANDUM

TO: Board of Trustees

FROM: Trustee Schmitz

SUBJECT: Review, discuss and possibly approve Trustee Schmitz and staff to prepare and solicit an RFP for the Point of Sale System Assessment

DATE: July 13, 2023

I. RECOMMENDATION

The Board makes a motion to authorize Trustee Schmitz and staff to prepare and solicit an RFP for the Point of Sale System Assessment.

II. BACKGROUND

In May 2023, Moss Adams provided cost estimates and schedules for each of the 5 items in the Scope of Work. The Board approved all proposals, except for #3. At that time, the board directed the Director of IT and Trustee Schmitz to formulate a more detailed scope of work for item #3 and to obtain an updated proposal from Moss Adams for the board's consideration. The original RFP included the following individual Scope of Work items:

1. **Strategic Plan** - Review with the BOT and senior management the existing strategic plan and formulate recommendations for improvements.
2. **Internal Controls** –Review the financial operational procedures and formulate recommendations for improvements.
3. **Financial and Software System(s)** – NOT APPROVED –
4. **Organizational and Staffing Structure** – Review the District's organizational structure and the current responsibilities and job descriptions of the Senior Management Team. Formulate recommendations including refinement of the senior management job descriptions and responsibilities.
5. **Policies** – Review current Resolutions and Board policies and document their compliance.

The Director of IT and Trustee Schmitz formulated the following scope of work for Moss Adams:

Each recreation venue has its own stand-alone Point of Sale (POS) Software with proprietary in-house written software that maintains and controls the database of parcel owner data as well as recreation cards. All of these POS software upload their financial information to a single ERP financial system used District-wide.

Each parcel owner is eligible for cards that identify them and provide them access and discounts to these venues. Not all owners have access to the deed restricted beaches or all of the venue access discounts, there are many layers to the rules that make up how access is controlled and how products are discounted.

The “desired state” for IVGID is to have access media tied to the user’s various venue passes (ski pass, recreation center membership pass, golf pass, etc.), their personal credit card for purchases at the venues and for RFID access control at the venues. Diamond Peak uses Axess RFID passes and gates for its uphill access - this concept is currently being considered for beach gate access. The Golf venues need a function-built industry standard Golf POS.

Some of the high-level requirements that would deem a successful “desired state” are:

- Integration with the core financial system (Tyler Munis) for real-time BI tracking purposes as well as cash/revenue management.
- Consolidation and integration of the master records across all POS – One central profile and Access Media for all venues.
- PCI compliance, stored payment, EMV, NFC, as few payment processors as possible.
- Little, if any, loss in operational functionality from the current POS.
- A consolidated e-commerce platform that addresses all or as many of the retail venues (Golf, Tennis, Ski, Rec Center) needs for product sales, program management, and member profile management.
- A restricted access e-commerce platform that addresses all or as many of the non-retail (owners & residents only) venues needs including parcel management, the potential for integration with Washoe County’s Parcel Database, punch card management and picture uploading for passes.
- Customer relationship management across all retail POS platforms.

IVGID is seeking a consulting firm to embark on a two-phase project. The first phase is to assess the current technical environment, including all point of sale and financial software, gather the requirements of each point-of-sale software and formulate a recommended transition plan for moving from the current state to the “desired state”. The deliverables for the initial phase would include a written report on the recommendations along with cost estimates to procure and implement the recommendations as phase two of the project to include project management and oversight.

Moss Adams prepared the attached proposal to deliver on the defined scope.

III. FINANCIAL IMPACT AND BUDGET

The estimated costs for delivery of the scope of work is estimated between \$80-90,000 plus travel expenses. This component of the overall management consulting project originally put out to RFP is specific to the Community Services venues and therefore should be an expense in Community Services, not the General Fund. While not budgeted, the Director of IT has identified this as a priority project and the board may elect to appropriate the funds from the excess Community Services fund balance.

V. ALTERNATIVES

1. Revise the scope of work;
2. Put the project out to RFP;
3. Move forward with the Moss Adams proposal;
4. Defer to a later date.

VI. COMMENTS

See the attached Proposal from Moss Adams.

The Director of IT has expressed concerns about the timing of this effort. While it is estimated that the assessment may require roughly 5 hours a week from the Director, he has expressed concerns about the impact on other IT projects. He has provided the following for the board’s consideration related to the IT Projects and resource requirements for FY2023-24:

1. Reconfiguration and Replacement of 27 Access Network Switches
2. Replacement and Upgrade of the Core Network Security Devices (Firewalls)
3. The migration of On-Premise Email and Office Applications to Cloud Email and Office 365

4. RFID implementation at the Burnt Cedar Beach including the transition of the Beaches Venue POS
5. Upgrade and Technology improvements @ 893 Southwood Board Room
6. Scada Master Plan Proposal

The above are in addition to:

Day-to-day trouble responses to end users

Ongoing critical infrastructure maintenance and support

Continued Server/Network room improvements

Master Services Agreement Statement of Work
CONSULTING SERVICES – Technology Assessment and Roadmap Services

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

JUNE 16, 2023

This Statement of Work (“SOW”) is issued pursuant to the Master Services Agreement (the “MSA” or “Agreement”) between Moss Adams and you. This SOW incorporates all terms and conditions of the Agreement as if fully set forth herein. Any term not otherwise defined shall have the meaning specified in the Agreement. For the purposes of this SOW, Incline Village General Improvement District may be referred to as “IVGID” or “Client.”

Scope of Services

It is our understanding that IVGID is seeking to engage in a technology assessment and roadmap effort to support their target operating model. The target operating model for IVGID is centered around the unification of end user data related to venue passes, entitlements, programs, and payment data while maintaining the operational requirements of each operating venue.

Process/functional areas in scope for the assessment and roadmap include:

- Point of Sale System Assessment and Consolidation
- Merchant and Payment Processor Assessment and Consolidation
- Pass/Punch Card and Related Venue Access / Entitlement Management
- Program Management and Administration for Events and Classes
- eCommerce Platform for End User Sales, Program Enrollment, and Account Management
- Gate eCommerce Platform for Owners and Residents
- Customer Relationship Management
- Integration and Extensibility for Third Party Systems

Current Systems in scope for the assessment and roadmap include:

- Capstone (internally developed)
- Vermont Systems – RecTrac, GolfTrac, Webtrac
- Active Networks – RTP|One, RTP|OneStore
- Square – Square POS
- Total Party Planner POS and Banquet Event Order Management
- Tyler Munis – General Ledger Import Process

High-level target operating model objectives for IGVID include:

- Integration with the core financial system for real-time Business Intelligence tracking purposes as well as cash/revenue management
- Consolidation and integration of the master records across all POS – One central profile and Access Media for all venues
- PCI compliance, stored payment, EMV, NFC, as few payment processors as possible.
- As little to no loss in operational functionality from the current POS
- A consolidated e-commerce platform that addresses all or as many of the retail venues (Golf, Tennis, Ski, Rec Center) needs for product sales, program management, and member profile management
- A restricted access e-commerce platform that addresses all or as many of the non-retail (owners and residents only) venues needs including parcel management, the potential for integration with Washoe County’s Parcel Database, punch card management and picture uploading for passes
- Customer relationship management across all retail POS platforms

Master Services Agreement Statement of Work

Incline Village General Improvement District

June 16, 2023

Page 2 of 4

The work plan that follows provides a list of tasks to assist IVGID in determining recommendations and developing the technology roadmap with Moss Adams providing advisory services throughout the project.

Project Work Plan	
Phase 1 - Project Initiation and Ongoing Management	
Task 1.1	Establish project, confirm objectives, and finalize work plan and schedule
Task 1.2	Schedule group sessions, interviews, and other tasks
Task 1.3	Project management, quality assurance, oversight, and weekly status reporting
Phase 1 Deliverables:	
<ul style="list-style-type: none"> • Work plan • Confirmed business process scope • Weekly status reports 	
Phase 2 - Current State Assessment and Strategic Goals	
Task 2.1	Obtain and review existing documentation
Task 2.2	Conduct walkthrough of existing technology environment and systems
Task 2.3	Conduct on-site/virtual process and requirements discovery work sessions including a work session to confirm the strategic goals of the organization.
Task 2.4	Document current state requirements, gaps, and recommendations for each topic
Task 2.5	Review requirements and gaps for IVGID feedback
Task 2.6	Draft recommendations document for projects/initiatives to align with strategic goals, current state baseline requirements, gap closure, and target operating model.
Phase 2 Deliverables:	
<ul style="list-style-type: none"> • Draft recommendations document • Draft requirements workbook 	
Phase 3 – Technology Roadmap for Target Operating Model	
Task 3.1	Review and prioritize recommended projects/initiatives with TCPFIVGID to establish a sequence and timeline for execution.
Task 3.2	Conduct an impact analysis and change enablement review for the proposed timeline to establish the draft roadmap.
Phase 3 Deliverables:	
<ul style="list-style-type: none"> • Draft technology road map with sequence and prioritization through collaboration with IVGID 	
Phase 4 – Final Roadmap and Presentation	
Task 4.1	Deliver and review final roadmap with the organizational stakeholders.
Task 4.2	Provide a presentation with the option to deliver the presentation to executive stakeholders.

Project Work Plan

Phase 4 Deliverables:

- Final Roadmap
- Roadmap Presentation

Project Assumptions

- IVGID’s staff will participate in process discovery work sessions (maximum of twelve (12) sessions).
- Moss Adams will hold a maximum of six (6) stakeholder interview sessions within the scope of the project.
- Timely completion of tasks identified in the work plan will depend upon full participation of IVGID’s personnel.
- Adequate documentation on current processes, requirements, and systems will be available.
- Both parties will commit to stay on track regarding the project schedule in order to maintain momentum and achieve efficiency.

Schedule

Moss Adams is prepared to commence this project in July 2023, assuming Client personnel are readily available to meet and work with our team members. An elapsed time of approximately five (5) to seven (7) months is expected to complete the work. This is considered an accelerated schedule designed to meet your needs in this situation. Factors that could influence the overall schedule include staff availability, availability of documentation, extent of supplemental analysis, desired level of documentation, holidays, and employee leave time.

Responsibility for Controls and Operating Environment

You are responsible for your control environment. We may advise you about business practices and their application, however, you will remain responsible for (i) the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Client involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the control environment; (ii) adjusting the control environment to correct for potential weaknesses; and (iii) identifying and ensuring that the Client complies with applicable laws and regulations.

Charges for Services

Our fees are based upon the hourly rates of individuals assigned to the project, plus expenses. Fees will be billed monthly as incurred on a time and materials basis. The professional fees for the project are expected to range from \$80,000 to \$90,000, plus expenses.

Our hourly rates are as follows:

Staff Level	Rate
Partner	\$395
Director	\$325
Senior Manager	\$305
Manager	\$275
Senior Consultant	\$245
Staff Consultant	\$210

Master Services Agreement Statement of Work

Incline Village General Improvement District

June 16, 2023

Page 4 of 4

We can jointly manage the budget for this engagement at project initiation through discussions regarding project scope, resource availability, assignment of duties between Client and Moss Adams team members, the anticipated level of effort, and overall project timing. If our time is less than anticipated, we will bill the lesser amount. If our time is more than anticipated, we will discuss this with you before proceeding further.

In addition to fees, we will charge you for expenses. Our invoices include a flat expense charge, calculated as five percent (5%) of fees, to cover expenses such as copying costs, postage, administrative billable time, report processing fees, filing fees, and technology expenses. Travel expenses and client meals/entertainment expenses will be billed separately and are not included in the 5% charge.

Hiring of Employees

We have a significant investment in the training and development of our personnel, and they are valued employees of Moss Adams. If you should hire one of our professionals either during the audit or within one year after the completion of this engagement, you agree to pay a personnel placement fee 33% of employee’s annual base salary to compensate Moss Adams.

Use of Subcontractor

We may retain subcontractors, which will access and process information using onshore and offshore resources, to assist us in providing the Services to you. This subcontractor will be required to maintain the confidentiality of your information, and we will be responsible for the subcontractors’ performance in accordance with the terms of this Agreement.

This SOW is effective as of the date set forth above.

ACCEPTED AND AGREED:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Signature: _____

Print Name: _____

Officer Title: _____

MOSS ADAMS LLP

Signature: _____

Print Name: Michael Parker

Title: Partner

Client: #805855
v. 6/7/2023

Questions to be asked of the Golf Committee Candidates

1. What do you see as the role of the Golf Committee?
2. Why do you want to serve on the golf committee?
3. Have you ever served on a committee at any golf course before?
4. What are your top priorities for the Golf Venues?
5. How do work to build consensus?
6. Tell us about any budgeting experience you may have.
7. Tell us about any golf operations experience you may have.



The Incline Village General Improvement District Board of Trustees is seeking interested candidates who wish to serve as an At-Large Member on the Golf Committee. The goal of board appointed committees is to engage and leverage the skills and expertise of community members to assist the board in moving initiatives forward. Committees shall comprise of up to 4 At-Large community members appointed by the Board of Trustees. The Board appointed Trustee is Michaela Tonking and she will be the Committee Chair who will formulate meeting agendas and schedule. Should vacancies occur, the Board may solicit applicants and make appointments. Appointments are for up to 2 years, or the Board's determined/expected duration of the committee, whichever is less. A committee may be an ongoing committee, or a duration/project specific committee. All meetings are subject to Open Meeting Law. At-Large members are to have relevant professional experience for their specific committee.

Responsibilities/Authority – All committees are advisory to the Board. The committees shall review all relevant information and make recommendations to the Board, in alignment with the District's Strategic Plan, any applicable District master plans, and Board identified priorities. They are to identify the financial impacts of all of their recommendations, identify how recommendations align with the budget, and if applicable, how they affect the 5-year capital plan. The Board can set timelines and committee goals and expectations. Committee Trustees shall report monthly on the progress of the committee.

Proposed Objectives

Golf Committee – Discuss and review operational service levels, financial sustainability, formulate community focused recommendations in alignment with board policies and identify necessary capital investments. Identify if any related District policy revisions are needed.

Goal – To formulate recommendations for the board's consideration related to optimizing all aspects of the golf operations, including revenue growth opportunities, cost efficiency optimization and expanding passholder participation. Provide input on current and the 5-year plans to improve sustainability in alignment with policies that provide fairness and equity to all recreation passholders and protect the golf course assets for future generations.

Any interested candidate should submit a letter of interest and a resume. These two documents can be submitted either via U.S. Mail addressed to Director of Administrative Services Susan Herron, IVGID, 893 Southwood Boulevard, Incline Village, Nevada 89451; or hand delivered to the aforementioned address; or submitted via e-mail (sah@ivgid.org). It is the interested candidate's responsibility to ensure that their documents have been received for consideration. All submittals must be received no later than Tuesday, August 1, 12 noon (PST).

Further, all interested candidates must be available to be interviewed during the Incline Village General Improvement District Board of Trustees meeting tentatively scheduled for August 9, 2023 at 6:00 p.m. During this meeting, the Board of Trustees may make their final decision. If you have any questions regarding this matter, please contact Susan Herron, Director of Administrative Services, IVGID, at (775) 832-1207 or via e-mail at sah@ivgid.org.

Armand Jay Simon Jr.

My name is Armand Jay Simon Jr. and this letter and attached resume constitute my interest in serving as an At-Large Member on the Golf Committee.

As reflected on my resume, I was a practicing CPA for 30 years and have relevant experience having served on the Board of Directors at Blackhawk Country Club in Madison, Wisconsin and on a less formal advisory capacity to the Men's Group at Troon North Golf Club in Scottsdale, Arizona.

I think it's important to summarize why I am applying for this position. For several years, the Championship Golf Course has been the center of not only my summer recreation, but more importantly the hub of our social life and lifelong friendships. I have a vested interest in seeing golf in Incline Village thrive and be the best it can be. Whatever I can contribute to that end I will gladly do.

Thank you for your consideration, Jay Simon

From

Armand Jay Simon Jr.
774 Golfers Pass Rd.
Incline Village, NV, USA
480-415-3587
ajmsn@aol.com

ARMAND JAY SIMON JR.

IVGID Golf Committee

DETAILS

ADDRESS

Incline Village, NV
USA

PHONE

480-415-3587

EMAIL

ajsmsn@aol.com

SKILLS

Ability to Work in a Team

Leadership Skills

Excellent Communication Skills

Analytical Thinking

Highly Organized

HOBBIES

I am an avid golfer and have been playing at the Championship Course for around 20 years. I am currently a member of Incline Village Golf Club and was previously a member of Tahoe Incline Golf Club where I served on the Board 2018-2020 and as President during the 2020 season. I am also an avid hiker and a member of the Tahoe Trampers where I occasionally act as a hike leader.

PROFILE

30 plus years in Public Accounting, including the last 20 as a Managing Partner and President of an International Group of Accounting Firms. As a lifelong golfer, I have also served on the Boards of various non-profits including private and public golf courses.

EMPLOYMENT HISTORY

Managing Partner/Risk Officer, Virchow, Krause & Company, LLP (now Baker Tilly) Madison, Wisconsin
Jan 1998 — Dec 2011

Ran the Madison office (Firm Headquarters at that time) and served as a member of the Firm's Executive Committee 1999-2005. My role as Managing Partner of Madison was to oversee and manage over 200 accountants. My role on the Executive Committee was to assist the Firm's CEO in the merger of over 10 Public Accounting Firms, act as the Firm's representative to the International Association we were affiliated with, and to oversee Firm professional liability issues.

Managing Partner, Morton, Nehls & Tierney, S.C. Madison, Wisconsin
Oct 1978 — Dec 1997

After leaving a large Chicago based CPA Firm in 1978, I joined a small Madison CPA firm where I became Managing Partner in 1986 and ultimately merged in to Virchow, Krause which ultimately became Baker Tilly, a billion dollar plus Accounting and Consulting Firm.

EDUCATION

Accounting and Finance, University of Wisconsin Madison, Wisconsin
1972 — 1976

Graduated with a double major in accounting and finance in 1976. I became licensed as a CPA in 1977.

REFERENCES

References available upon request

**IVGID Trustee's
July 27, 2023**

I am writing to express my interest in being a member of the golf advisory committee. I am an avid golfer and will be the incoming president of the Incline Village Golf Club. I have been a member of multiple association board of directors and have been involved in development of multiple five year plans for these statewide and national organizations. As a physician and surgeon who was the chairman of my department at the University of California at Irvine I have many years of experiance in working collaboratively across multiple disciplines. I hope you will consider my application.

Sincerely

Steven Ross
714-348-7190

CURRICULUM VITAE

Steven Douglas Knauer Ross, M.D.
Clinical Professor and Interim Chairman
Retired July 2017

DOB: February 13, 1951
Bakersfield, California

Marital Status: Married

Office Address: 903 Tahoe Blvd Suite 80266
Incline Village, NV 89451

EDUCATION

Specialty Training Foot/Ankle with F. William Wagner, M.D., Professor Orthopaedics (LAC/USC) Medical Center, Los Angeles, California	1982-1984
Los Angeles County/University of Southern California Residency Orthopaedic (LAC/USC) Medical Center, Los Angeles, California	1978-1982
LAC/USC Medical Center Internship Surgical Los Angeles, California	1977-1978
USC Medical School, M.D. Los Angeles, California	1973-1977
Occidental College A.B. Chemistry Los Angeles, California	1969-1973

LICENSES AND CERTIFICATIONS

California Medical License G 037046	1978
Diplomat, American Board of Orthopaedic Surgery	1984
California Dept. of Health Services: X-ray Supervisor and Operator Certification	1986

PRINCIPAL POSITIONS HELD

UCI Medical Center, Orange, CA Department of Orthopaedic Surgery Health Science - Interim Chairman	December 2015- June 2017
UCI Medical Center, Orange, CA Department of Orthopaedic Surgery Vice Chairman	2002- December 2015
UCI Medical Center, Orange, CA Department of Orthopaedic Surgery Health Science - Clinical Professor	2000- June 2017
UCI Medical Center, Orange, CA Department of Orthopaedic Surgery Associate Clinical Professor	1994-2000

UCI Medical Center, Orange, CA Department of Orthopaedic Surgery Assistant Clinical Professor	1984-1994
UCI Medical Center, Orange CA Department of Orthopaedic Surgery Director, Orthopaedic Foot Clinic	1984- June 2017
St. Joseph Hospital Orange, CA Department of Orthopaedic Surgery Chairman	1994-1996
USC School of Medicine, Los Angeles CA Department of Orthopaedic Surgery Assistant Clinical Professor	1984-1994
Garden Grove Medical Center, CA Department of Surgery Chief	1987-1988
LAC/USC Medical Center, Los Angeles CA Department of Orthopaedic Surgery Chief, Orthopaedic Out Patient Services	1982-1984
LAC/USC Medical Center, Los Angeles CA Department of Orthopaedic Surgery Staff Physician	1982-1984
LAC/USC Medical Center, Los Angeles CA Department of Orthopaedic Surgery Associate Director Adult Orthopaedic Foot Service	1982-1984
USC School of Medicine, Los Angeles, CA Department of Orthopaedic Surgery Assistant Professor	1982-1984

ORTHOPAEDIC ASSOCIATIONS

Member AAOS Board of Directors	2011-2013
Past Chair AAOS Board of Specialty Societies	2014-2015
Chair AAOS Board of Specialty Societies	2013-2014
Chair-elect AAOS Board of Specialty Societies	2011-2012
Secretary position of the Board of Specialties of the AAOS (BOS)	2010-2011
Governing Council International Federation of Foot and Ankle Societies (IFFAS)	2008-2011
President American Orthopaedic Foot and Ankle Society	2007-2008
President Elect American Orthopaedic Foot and Ankle Society	2006-2007
Chair California Orthopaedic Assn Allied Health Committee	2008-Present
Member Council on Advocacy AAOS	2006-2008
Chairman Health Policy Committee AAOS-BOS	2006-2008
Member AAOS Board of Specialty Societies (BOS)	2005-2013
Vice President American Orthopaedic Foot and Ankle Assn	2005-2006
President, California Orthopaedic Association	2001-2002
First Vice President California Orthopaedic Association	2000-2001
Second Vice President California Orthopaedic Association	1999-2000
Secretary/Treasurer California Orthopaedic Association	1998
Director & Chairman, Program & Continuing Medical Education Committee California Orthopaedic Association, Annual Meeting Costa Mesa, CA	1997 1997
Board of Directors, AAOFAS	1997-2002
President, AAOFAS	2000-2002

Board of Counselors, AAOS	1996-2002
President, Western Orthopaedic Association Orange County Chapter	1992
Board of Directors California Orthopaedic Association	1991-2010
President Elect, Western Orthopaedic Association Orange County Chapter	1991
Vice President, Western Orthopaedic Association Orange County Chapter	1990
Secretary-Treasurer, Western Orthopaedic Association Orange County Chapter	1989
Delegate, AMA for AOFAS	2001-2008
Alternate Delegate, AMA for AOFAS	1999-2000, 2007-2010
Co-chair national task force on podiatry	2017-Present

VISITING PROFESSORSHIPS

Visiting Professor, Temple University Philadelphia Pennsylvania	10/2010
Visiting Professor, Albert Einstein School of Medicine Montifore Medical Center New York	9/21-9/22/10
Visiting Professor, University of California, San Francisco	March 2011
Visiting Professor, Brown University, Rhode Island	2/19 – 2/20/13
“Advocacy for Orthopaedics.”	

AWARDS

2017 Southern California Super Doctors (Los Angeles Magazine)	2017 (January)
California Orthopaedic Association, William W. Tipton Leadership Award.	2009

SERVICE TO SCHOLARLY JOURNALS AND PUBLICATIONS

Reviewer <i>Foot and Ankle International</i>	
Official Journal of the American Orthopaedic Foot and Ankle Society	1991-2017
Associate Editor Orthopaedics Today- Foot and Ankle section	2003-2011

SCIENTIFIC POSTERS

Jeff N Mercer MD, PhD*; Nathaneal D Heckmann MD; Lawrence C Wang BS; Michelle H McGarry MS; Steven DK Ross MD; Thay Q Lee PhD: Biomechanical analysis of a flatfoot model and lateral column lengthening technique. <i>Orthopaedic Biomechanics Laboratory, VA Long Beach Healthcare System and University of California, Irvine, CA</i>	2014
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PRESENTATIONS AT SCIENTIFIC MEETINGS AND SOCIETIES

COA Annual Meeting PRESENTATION: “Update on the Foot and Ankle – Hallux Valgus”	May 2016
AOFAS Annual Meeting. PRESENTATION:“Lateral Column Lengthening in Stage II Adult Acquired Flat Foot.”	July 17, 2015
COA Annual Meeting (Moderator). PRESENTATION: “Update on Foot and Ankle.”	April 23-26, 2015
Wilson-Bost Meeting, PRESENTATION: “Lateral Column Lengthening in Stage II Adult Acquired Flat Foot”.	March 2015
PRESENTATION: AAOS annual meeting Biomechanical Analysis of a Flatfoot Model and Lateral Column Lengthening Technique - Podium presentation	2014
Symposium Speaker “The Social and Economic Value of Orthopaedic Surgery” AAOS Annual Meeting	March 2013

Western Orthopaedic Association, Monterrey, CA PRESENTATION: "The Charcot Foot and Ankle"	August 7, 2010
Second International Symposium of Foot and Ankle Surgery, Chang ying China PRESENTATION: "Fractures of the Calcaneus"	September 11-13, 2009
Poster presentation at AAOS annual meeting "Talonavicular and Subtalar Joint Contact with Lateral Column Lengthening"	February 2009
American Orthopaedic Foot and Ankle Society, Denver, CO PRESENTATION: "Special Report: Highlights of the 24 th Annual Summer Meeting of the American Orthopaedic Foot and Ankle Society, Denver Colorado	June 26-28, 2008
Graduate Research Forum and Foot and Ankle Update. Presentation: "Update on Calcaneal Fractures"	June 6, 2008
Course Chairman – UCI Graduate Research Forum and Foot and Ankle Update	June 5-6, 2008
AAOS Annual Meeting Presentation by Keri Reese MD KINEMATICS OF TARSAL BONES IN FLAT FOOT DEFORMITY AND LATERAL COLUMN LENGTHENING USING DIFFERENT SHAPED BONE GRAFTS Keri A. Reese, MD, Steven D. Ross, MD, Michelle H. McGarry, MS, Thu-Ba Leba, BA, Thay Q. Lee, PhD	March 6, 2008
California State University, Fullerton PRESENTATION: "Common Foot and Ankle Problems"	October 28, 2003
UCLA, Grand Rounds Presentation, Los Angeles, CA PRESENTATION: "Fractures of the Calcaneus"	November 6, 2002
UCI Grand Rounds Presentation Irvine, CA PRESENTATION: "Structures of the AAOS and Other Associations"	June 14, 2001
AOFAS Regional Review, Los Angeles, CA PRESENTATION: "Fractures of the Calcaneus"	October 2000
UCI Grand Rounds Presentation Irvine, CA PRESENTATION: "Fractures of the Ankle and Calcaneus"	August, 3 2000
Orthopaedic Hospital, Los Angeles CA PRESENTATION: "Soft Tissue Injuries of the Foot and Ankle"	November 1999
Foot and Ankle Course COA Annual Meeting PRESENTATION: "Ankle Arthritis" "Diabetic Foot"	May 1999
UCI Grand Rounds Presentation Irvine, CA PRESENTATION: "Ankle Arthroscopy"	January 1997
American Orthopaedic Foot and Ankle Society, San Francisco, CA "AOFAS Review Course 1995" PRESENTATION: "Tendon Injuries" "Ankle Arthroscopy"	October 1995
American Orthopaedic Foot and Ankle Society: Treatment of the Foot and Ankle Review Course. Los Angeles, CA PRESENTATION: "Fracture of the Calcaneous"	Oct 24-28, 1994
Orthopaedics & Sports Medicine Update Forth Annual Symposium Mammoth Lakes, CA PRESENTATION: "Treatment of Calcaneous Fractures"	March 18, 1988

Orthopaedics & Sports Medicine Update Forth Annual Symposium
Mammoth Lakes, CA
PRESENTATION: "A New Type of Ankle Fusion" March 17, 1988

Orthopaedics & Sports Medicine Update Fourth Annual Symposium
Mammoth Lakes, CA
PRESENTATION: "Fracture Bracing Techniques" March 16, 1988

American Orthopaedic Foot and Ankle Society 3rd Annual Summer Meeting
Santa Fe, New Mexico
PRESENTATION: "Internal Compression Arthrodesis of the Ankle" July 18, 1987

American Orthopaedic Foot and Ankle Society 3rd Annual Summer Meeting
Santa Fe, New Mexico
PRESENTATION: "Preoperative Evaluation of Fractures of the Os Calcis" July 17, 1987

American Orthopaedic Foot and Ankle Society 16th Annual Meeting
New Orleans, LA
PRESENTATION: "Internal Compression Arthrodesis of the Ankle" Feb. 19-20, 1986

American Academy of Orthopaedic Surgeons 53rd Annual Meeting
New Orleans, LA
PRESENTATION: "Complex Fractures of the Femur Treated with
Interlocking Nails" February 1986

Orthopaedics 1986 - A Symposium on the Current Trends in Lower Extremity
Injuries: Workshop on INYP Nail Technique. Sponsored by the Northern
INYO Hospital at the Mammoth Inn Mammoth Lakes, CA
PRESENTATION:
"A New Type of Ankle Fusion"
"Treatment of Os Calcis Fractures" March 1985

Orthopaedics 1986 - Northern INYO Hospital & Richards Medical
Company Mammoth Lakes, CA
PRESENTATION: "Analysis of Normal Synovial Fluid" March 17, 1985

Orthopaedics 1986 - Northern INYO Hospital & Richards Medical
Company Mammoth Lakes, CA
PRESENTATION: "Fracture Bracing Techniques" March 16, 1985

Orthopaedic Trauma, Current State of the Art Rancho Mirage, CA
PRESENTATION: "Fractures of the Os Calcis: Surgical versus Non-surgical
Treatment"
"Fracture of the Talus: Diagnosis, Treatment and Prognosis" December 1984

Ankle Fracture Symposium Mammoth Lakes, CA
PRESENTATION: "Nonunion of Ankle Fractures and their Treatment" March 1984

Western Orthopaedic Association San Diego, CA
PRESENTATION: "Grosse-Kemps Interlocking Nail for Fractures of the
Femoral Shaft: Preliminary Results" March 1984

American Academy of Orthopaedic Surgeons Annual Meeting
Atlanta, GA
PRESENTATION: "Functional Bracing of Diaphyseal Tibia Fractures" February 1984

American Academy of Orthopaedic Surgeons, Palm Springs, CA
PRESENTATION: "Fat Embolism: Fact and Fiction"
"Fractures of the Os Calcis - Surgery versus Non-surgical Treatment"

“The Lauge-Hansen Classification of Ankle Fractures”
“The Challenge of Forearm Fractures” December 1983

New Developments in Functional Fracture Management, Santa Monica, CA
PRESENTATION: “Functional Bracing of Tibial Shaft Fractures”
“Functional Bracing of Isolated Ulnar Fractures”
“Functional Bracing of Femur Fractures”
“Functional Bracing of Humeral Fractures” November 1983

USC Continuing Education Conference, Los Angeles, CA
PRESENTATION: “The Open Treatment of Os Calcis Fractures” August 1983

Medical Center Series, Principals of Orthopaedic Trauma Los Angeles, CA
PRESENTATION: “Fractures of the Os Calcis-Anatomy and Pathology” February 1983

Annual Orthopaedic Nursing Seminar, Santa Monica, CA
PRESENTATION: “Degenerative Joint Disease” November 1982

American Academy of Orthopaedic Surgeons Annual Meeting, Anaheim, CA
PRESENTATION: “Comparison of STH and Charnley THA” March 1982

PUBLICATIONS

1. Nathanael D.HeckmannMD1Jeffrey N.MercerMD, PhD2Lawrence C.WangMD3Michelle H.McGarryMS3Steven D.K.RossMD2Thay Q.LeePhD23
Biomechanical Evaluation of a Cadaveric Flatfoot Model and Lateral Column Lengthening Technique *The Journal of Foot and Ankle Surgery* April 2021

1. Ran Schwarzkopf, Duy Phan, Melinda Hoang, **Steven DK Ross**, D. Mukamel. “Do Patients with Income-Based Insurance have access to total joint arthroplasty?” *Journal of Arthroplasty* D. 29(6): 1083-6, 2014 June.

2. Ross, MD, Steven D.K. "Technical Tip: The Crescentic Shelf: A Modified Ludoff Osteotomy." *Foot & Ankle International* 32.4 (2011 April): 452-54.

3. Trepman, Elly, M.D., Thordarson, David B, M.D., **Ross, Steven DK**, M.D., Pinney, Stephen, M.D., “Special report: Highlights of the Twenty-Fourth Annual Summer Meeting of the American Orthopaedic Foot and Ankle Society, Denver, Colorado, June 26-28, 2008” *Foot and Ankle Surgery*, 15 (2009) 161-167.

4. **Ross, S.D.K.**, “Calcaneal fractures: Which patients are the best surgical candidates?” *Orthopedics Today*, Vol. 26(8):28-32, 2006.

5. **Ross, Steven DK**, M.D., Faux, J. Robert, M.D., “Surgical Treatment of the Unstable Lesser Metatarsophalangeal Joint” *Techniques in Foot and Ankle Surgery*, Vol. 3(2):106-112, 2004.

6. Jeffery A. Mann ,MD, Loretta B. Chou. MD, **Steven D. K. Ross MD** *Foot and Ankle Surgery Chapter 9 in Current Diagnosis and Treatment in Orthopaedics* third edition Lange Medical books/McGraw Hill copy write 2003

7. Tehranzadeh, Stuffman, **Ross, S.D.K.**, “Partial Hawkins Sign in Fractures of the Talus: A Report of Three Cases” *American Journal of Roentgenology*, December 2003 181:1559-1563.

8. **Ross, S.D.K.**, “Comparison of Custom and Prefabricated Orthosis in the Initial Treatment of Proximal Plantar Fasciitis” *Foot and Ankle International* April 1999 Vol. 20 #4 p 214-221.

9. **Ross, S.D.K.**, “Calcaneal Fractures” *American Academy of Orthopaedic Surgeons, Orthopaedic Knowledge Update: Foot and Ankle*, Chap.15 pp. 227-240. 1994.

10. **Ross, S.D.K.**, “Intra-articular Fractures of the Calcaneous” *Current Practice in Foot and Ankle Surgery. McGraw-Hill*

Inc. 1993.

11. **Ross, S.D.K.**, "Application of Healing Casts, Casts, Braces, and Appliances in the Lower Extremity" Sammarco Editor, Lea & Febiger, Foot and Ankle Manual, Chap 27 pp 339-349. 1991.

12. **Ross, S.D.K.**, "Complex Fractures of the Os Calcis" Techniques in Orthopaedics V. 2, No.3 1987, pp 50-70. Hindman.

13. **Ross**, and Sowerby, "Fractures of the Talus and Calcaneus : Evaluated by Computed Tomography" Complication in Orthopaedic Surgery, V.1 1986, Second Edition, pp 191-196.

14. **Ross** and Sarmiento, "Complications of Functional Fracture Bracing" Complication in Orthopaedic Surgery, V. 1, 1986, Second Edition, pp 127-148.

15. Baumgarten,, Bloebaum, **Ross**, et al. "Normal Human Synovial Fluid: Osmolality and Exercise Induced Changes" The Journal of Bone and Joint Surgery, December 1985, V 67-A No. 9 pp 1336-1339.

16. Sarmiento, **Ross**, et al. "Functional Fracture Bracing" Atlas of Orthotics, Biomechanical Principals and Applications, American Academy of Surgeons. Second Edition 1985, pp 358-370.

17. **Ross** and Sowerby, "The Operative Treatment of Fracture of the Os Calcis" CORR 199, October 1985, pp 132-143.

18. **Ross** and Matta. "Internal Compression Arthrodesis of the Ankle" CORR 199, October 1985, pp 54-60.

19. Sarmiento, Hoy, Sobol, **Ross**, et al. "Prefabricated Functional Braces for the Treatment of Fracture of the Tibial Diaphysis" Journal of Bone and Joint Surgery, V. 66-A, No 9. December 1984, pp. 1328-1339.

20. **Ross** and Wiss, "The Open Femoral Neck Fracture: Case Report" Orthopaedics, V. 7, No. 5 May 1984, pp 889-892.

Updated on: September 19, 2019

Dear IVGID Board of Trustees,

My name is Robert Watson and I am writing to express interest in volunteering as an AT-Large Member of the Golf Committee.

I have been an incline resident since August of 2017. I am an avid golfer with executive experience in many areas of business, including the golf business. As you can see from my attached resume, I believe I am qualified for this position.

I am currently retired and spend summer months(May thru October) at Incline and winter months in Hawaii.

I am a past board member and president of a private country club in southern California, Bermuda Dunes CC. I am currently a member of two private Country Clubs: Clearcreek Tahoe CC and Kohanaiki CC in Kailua-Kona HI. I am also a summer member of Tahoe Mountain CC, a semi private CC, with Grey's Crossing and Old Greenwood golf courses. I am a member of Incline Village Golf Club and serve as a board member to this club. I regularly play the Incline Village Championship Course both on my own and as a member of IVGC.

Having read the posting for candidates for this committee, I feel I have a combination of 1) the relevant general knowledge and experience in overseeing golf operations, 2) relevant general industry general management experience, and 3) knowledge and familiarity with the Incline Village golf venues, which combined will put me in an position to add significant value to this committee. I feel my contributions will be in alignment with the Proposed Objectives of the golf committee.

Thank you for your consideration,

Robert Watson
361 Country Club Drive

Resume for Robert Watson for volunteer position as an at Large Member of the IVGID Golf Committee

Graduate of UC Davis in 1980 with Bachelor of Science Degree in Agricultural and Managerial Economics

1980- 1986: worked for and climbed managerial ladder for Intel Corporation at newly opened Fab 1 in Santa Clara

1986 -1991: worked as independent Entrepreneur in Investment Real Estate in Silicon Valley eventually obtaining Real Estate Brokers license and forming Progressive Investments

1991-2012: Became President of Vitamin Research Products Inc.(VRP) led company through successful Chapter 11 reorganization, took over ownership of VRP. Successfully grew VRP after relocation from Silicon Valley to Carson City,NV. Sold company to employees via ESOP then resold company to Private Equity Group

2012- current: Retired and volunteer on many HOA boards, Golf Course boards, Private company Boards

Current Status: Chairman of Board for Incrediwear Holding Inc., Business advisor to the following startup companies: Beyond Futurecueticals, Advanced Medical Solutions and WellTwist. IVGC Board member.

Hobbies/Fun activities: Golf, Hiking, Boating, Traveling, Entertaining

Current Golf Memberships: ClearCreek Tahoe Country Club, Tahoe Mountain Club summer membership, Kohanaiki Country Club in Kailua-Kona, Incline Village Golf Club

Married with 2 daughters age 28 and 22

Susan A. Herron

From: Elyse Gut <elyse.gut@gmail.com>
Sent: Friday, July 28, 2023 2:04 PM
To: Susan A. Herron
Subject: Golf Advisory Committee
Attachments: Resume-Letter.docx; Resume.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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

Hi Susan:

I am interested in applying for the golf advisory committee with Trustee Tonking. I've attached my resume and letter of interest.

I am sorry to say I will not be available to attend the meeting on Aug. 9th. I have a house full of guests for the week.

If you have any questions, please don't hesitate to contact me.

Thank you.

--

Elyse Gut
214.906.5454

TO: IVGID Board of Trustees
FROM: Elyse Gut
DATE: July 28, 2023
SUBJECT: Golf Advisory Committee

Dear Trustees:

I am interested in serving on the Golf Advisory Committee with Trustee Tonking. Having lived in Incline Village for almost 30 years, 17 years as a full-time resident, I have a sincere vested interest in our community as a whole. Our community assets are so much a part of what makes this community so exceptional. Investment in these assets is critical to our residents, especially those who live, work and play here.

I have always been a believer in building my life on what I give. Non-profit organizations have been the center of the time and energy I give. Equality to all, regardless of ability or financial worth is what makes sense to me.

Learning how to play golf 8 years ago once joining the Mountain Niners was a welcomed addition to my health and wellbeing. Not only did I become addicted to the game, I also was fortunate enough to meet many outstanding women who greatly enrich my life every day in wonderful friendships.

I'd like to be given the opportunity to represent the Mountain Course, as our team of 160+ golfers provide what I would guess to be much of its income. In 2021, with approximately 120 golfers, we filled over 1400 slots during the season. It's a beautiful place to call home, while being a tougher than nails golf course.

Thank you for your time and consideration.

"Excellence is never an accident; it is the result of high intention, sincere effort, intelligent direction, skillful execution and the vision to see obstacles as opportunities."

Elyse Gut

Community Member

Summary

I have been a member of this community since 1994. During this time, I have served as a volunteer for Tahoe Family Solutions from 2005 to present. I served in the role of board member, then Board Chair in two separate years. I have served on the Board for the Mountain Niners Golf Club in the role of Treasurer since 2016. Currently, I am serving as Vice President and Treasurer, while managing many aspects of the golf club.

Experience

1988-2005

Conference Manager / HR Southwest Human Resources Conference and Expedition, Dallas/Ft. Worth, TX

Volunteer Event planner responsible for coordinating over 100 volunteers for this annual conference hosting over 3000 attendees, 300 exhibitors and over 100 educational session speakers and 3 keynote speakers.

1982-1987

Human Resources Generalist / Steak and Ale Restaurant Corporation, Dallas, TX

Responsible for many aspects of Human Resources including but not limited to hiring, employee retention, employee appreciation programs, health insurance, training, employee counseling.

1987-1994

Human Resources Manager/Director/ Todays Temporary Dallas, TX

Responsibilities were same as listed above for the company's 150 full time employees.

Education

**Batchelor's Degree
Early Childhood Education
Child Development**
University of Pittsburgh

Skills

- Creativity
- Leadership
- Positive Attitude
- Ability to Multitask
- Organization
- Problem Solving
- Teamwork

Contact

214-906-5454 (cell)
elyse.gut@gmail.com

Greg J. Flanders
P.O. 8926, 587 Lucille
Incline Village, NV 89450
Cell – 775-721-1263

Hello Trustees,

I would like to be considered to serve as a member of the Golf advisory Committee. My name is Greg Flanders and I have been a full-time resident of Incline Village for over 30 years. I am a golfer as is my wife and we are golf club members. We also utilize the beaches, tennis center(pickleball), ski Incline pass holders and the recreation center.

I have served two terms as a TIGC Board member and attended previous golf committee meetings as a TIGC representative. I feel that an appointed "Golf Advisory Committee is a great idea and with or without myself as a member will help Trustees receive needed input from the golf community.

We sold our Carson City manufacturing business in February 2023, and I now have time to dedicate to local events and the Golf Advisory committee. My wife Lisa and I have been self-employed for 40+ years. I have an excellent understanding of marketing, finances, accounting methods, depreciation, employee costs, and golf course management. I have served two terms on the Washoe County Citizens Advisory Board, served as President of two different Incline HOA Boards for multiple terms. I rarely attend IVGID meetings but do watch almost every meeting live or recorded to remain abreast of current issues.

Recent years have seen many changes to our golf operations and a push to fiscal responsibility. I was part of prior golf advisory committee and thought we did a good job providing input for the board. I was disappointed that the golf advisory committee was not utilized during the most recent golf review. Local golfer input is most valuable and was not included in the 2022 review.

I am available to answer questions about my experience from all the Board Members and Golf staff. Lisa and I own G and C Properties, LTD, a Nevada Limited Liability Company and own several real estate investments in our community but have no IVGID conflicts of interest.

I am available for individual or group interviews.

Kind regards,


Greg J. Flanders

JOHN E. JOHNSON, CFA

PO Box 3087
Incline Village, Nevada 89450
john@johnejohnson.com

Sent by email to: sah@ivgid.org

July 28, 2023

Susan Herron
IVGID
893 Southwood Boulevard
Incline Village, Nevada 89451

RE: Application for the Golf Committee

Dear Ms. Herron:

I am writing to apply for the at-large position of the IVGID golf committee. As instructed, I have attached my resume.

I want to serve on the golf committee because I want to help ensure that the golf in Incline Village is as good as it can be for all golfers, that the courses remain accessible to all and that the operations are financially stable. As you can see from the attached resume, my background is in finance and valuing closely-held businesses. What you don't see on my resume is that I have a strong background in accounting, which is required for my job.

What you also don't see on my resume is that I was an original appointee to the City of Lodi's Budget and Finance Committee, serving for several years including as the original chairman. This committee reported to and made recommendation to the Lodi City Council on all budget related items. So, I am very familiar with working on a committee that reports to a governing body and with how budgets come together.

In addition to my resume, here is a summary of other items.

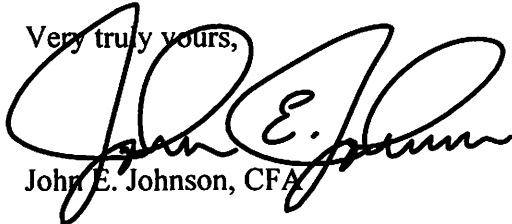
- My wife and I are full-time residents of Incline Village.
- I am an avid golfer. I have played golf throughout the United States and in Scotland.
- I have an advanced certificate in the rules of golf from the United States Golf Association (USGA).
- I volunteer as a golf rules official with the Northern Nevada Golf Association (NNGA), the Southern Nevada Golf Association (SNGA) and the American Junior Golf Association (AJGA).
- While I am an avid golfer and I have a good understanding of the rules, my first priority is that golf is fun and a great way to get outside.

- Before moving to Incline Village, I was a member of the Micke Grove Men's Golf Club in Lodi, California for 25 years including two years on the board of directors and one as handicap chairman.
- I was a member of the Northern California Golf Association (NCGA) for over 30 years.
- I believe that it is important for you to know that I am not a member of any of the golf clubs in Incline Village. As evidenced by the points directly above, I am not opposed to golf clubs at public courses.

I am available for the meeting and interviews on August 9, 2023 at 6pm.

I look forward to working with the IVGID board of trustees, the other members of the committee and the entire Incline community to ensure that the golf in Incline is as good as it can be for all and that it is financially stable for future generations.

Very truly yours,

A handwritten signature in black ink, appearing to read "John E. Johnson". The signature is fluid and cursive, with a large initial "J" and "E".

John E. Johnson, CFA

Attachments

JOHN E. JOHNSON, CFA
Chartered Financial Analyst

Appraisal Services
Litigation Support
Investment Analysis

P.O. Box 3087
Incline Village, Nevada 89450
(209) 369-1451
(775) 325-1411

AREAS OF SPECIALTY

Experienced in the valuation of closely-held business and partnership interests for a variety of purposes, including ESOPs, estate and gift tax matters, litigation support and mergers and acquisitions. Expertise in the valuation of various investment instruments including general and limited partnership interests, common and preferred stock, stock options and various types of debt. Considerable background in determining discounts and premia for such things as control, lack of control, blockage and lack of marketability. Also experienced in valuing a variety of intangible assets including covenants not to compete, customer lists, patents, trade names and other intellectual property.

QUALIFIED BUSINESS VALUATION EXPERT

California Superior Court of Merced County
California Superior Court of Riverside County
California Superior Court of Sacramento County
California Superior Court of San Joaquin County
California Superior Court of Stanislaus County
United States Bankruptcy Court for the Eastern District of California.

PROFESSIONAL BACKGROUND

Schultze, Wallace & O'Neil, Sacramento, Valuation Manager
Arthur Andersen & Co., Los Angeles, Appraisal and Valuation Services Group

EDUCATION

Bachelor of Science, Business Administration with an emphasis in Finance from the University of Southern California.
Chartered Financial Analyst (CFA), CFA Institute
Uniform Standards of Professional Appraisal Practice, American Society of Appraisers

PROFESSIONAL AND CIVIC AFFILIATIONS

CFA Institute
Past President of the Sacramento Society of Financial Analysts
The National Center for Employee Ownership (NCEO)
Estate Planning Council of Northern Nevada

PRESENTATIONS AND ARTICLES WRITTEN

National Center for Employee Ownership (NCEO) National Conference

- "ESOP Appraisal Basics" – 1995 through 2002, 2004 and 2008
- "Implementing an ESOP Plan" – 2005
- "Is An ESOP Right For You?" – 2006
- "Planning Issues For An ESOP Sale" – 2007
- "Communication in Employee Owned Companies" – 2009 and 2011 through 2013
- "S-Corporation ESOP Basics" – 2010
- "Valuation and Other Issues for Smaller Companies with ESOPs" – 2014
- "The Valuation Report Checklist – What Trustees Should Be Looking For" – 2015
- "When Is Aggressive Too Aggressive" – 2016
- "Valuation: What is it and How is it Done?" – 2017
- "Shifting the Focus: Would the ESOP Really Want to Buy Your Company?" - 2018
- "Considerations Involving ESOP Acquisition Transactions Following an Initial Transaction" – 2018
- "The New ESOP Roll-Out – Introducing Employee Ownership" – 2020

Other

- "Valuation Issues for ESOPs" – NCEO Regional Events 1993, 1995 and 1996
- "Valuation for ESOP Purposes" – NCEO Webinar December 2011
- "Valuing Interests in Limited Partnerships," Stockton Estate Planning Council and Stanislaus County Estate Planning Council
- Co-author of "Preparing For a Valuation of Your Imaging Center," The RBMA Bulletin, June/July, 1994

Polly Wolfe
515 Eagle Drive
Incline Village, NV 89451
925-216-9329

Trustee Michaela Tonking.

Enclosed please find my resume and interest in the Golf Advisory Position. I feel I can bring a wide variety of information about golf to this group as I didn't start playing golf til 2006 and have played with 3 different golf groups here in town. I can bring a measure of common sense and fairness to both this group and our current Board.

I am going to be out of town on August 9, and can do a zoom call but am wondering if it could happen at 5 P.M. instead of 6 as we have plans for the evening. I am also available on the 8th of August.

Thank you so much for your consideration.

Polly Wolfe

Golf Experience:

2006- Teester Niners- having never played golf before I started taking lessons at the Champ course and at Old Brockway.

2009- Mountain Niners- along with a 10 other women, the Mountain Niners group was started from scratch, by-laws were written, budget was formed. This group serves new golfers, golfers who only want to play 9 holes, golfers who have a physical issue. The Niners now have a membership of 150 women.

2012- Incline Village Golf Group Ladies. I now play with this group twice a week. I have served on the board in different positions, membership, play day chair, enjoying both the game and the camaraderie.

Non-Profits:

2005- Tahoe Family Solutions: formerly known as Children's Cabinet. I have been on this board since 2005, serving as Chair twice and volunteer in their Homework Help Club. I ran Brunch with Santa for 12 years, and have raised money for Camp Explore and their mental health program.

July 28, 2023

IVGID Board of Trustees

I would like to be considered for one of the 4 At-Large community members of the Golf Committee. I have been a resident of Incline Village for 23 years and am an active golfer. I am passionate about our community which I chose to be my 'forever' home and will work tirelessly to help achieve the goals and objectives of the IVGID Board of Trustees.

As you will see from my attached resume, I have extensive business experience. I have worked with both governmental/public organization as well as private business on both a paid and volunteer basis. I have a proven track record of identifying and implementing efficiency and effectiveness initiatives and opportunities. I also a member of the 2021-2022 Golf Advisory Committee.

I look forward to the opportunity to meet with you as you consider candidate for these positions.

Sincerely,

A handwritten signature in black ink, appearing to read "Katherine C. Holland". The signature is fluid and cursive, with a long horizontal flourish at the end.

**Katherine C. Holland
250 Pine Cone Road
Incline Village, NV. 89451**

Katherine C. Holland

250 Pine Cone Road • Incline Village, NV 89451

E-Mail: kholland@fearlesstraveler.com

Phone: 775-530-1574

Summary

Katherine Holland has been a resident of Incline Village since May 2000. She has over 35 years of diverse experience in multiple industries and has extensive global experience as well as having lived in Europe, Asia, and the US. She has a proven track record as a leader in transforming businesses to achieve substantially higher performance as well as initiating and managing start-ups. Katherine is a golfer and has been a member of many clubs. She has been on many for profit and non-profit boards and advisory committees. She also has significant experience with governments & governmental agencies at all levels. Katherine is retired and married to a retired Professor of Finance.

Business Experience

International Business Machines Corp (IBM)

1997-2013

- IBM Senior State Executive and Senior Location (Reno, Incline Village & Las Vegas) Executive for the State of Nevada (2008-2013). In addition to her full time 'salaried' role, Katherine was responsible for Government Relations, Employee Relations, & Public Relations for the state of Nevada. In this role, Katherine met regularly with Federal Senators including Harry Reid as the Senate Majority leader and all Nevada Federal Congress representatives, as well as two Governors of Nevada. She led the formation of several Public/Private Partnerships between business, government, DRI and the IBM corporation to help bring new businesses/increase revenue to Nevada.
- Vice President & Global General Manager – Healthcare & Life Sciences Industry (2009-2013) Based out of Nevada. Managed the worldwide P&L and led the strategy, solutions development, sales, delivery and CRM for all IBM products and services to clients in the healthcare payer and provider industries and biotech, pharmaceutical, medical diagnostics, medical device and related industries. Grew revenue and profit over 250% to \$3B over 5 years. Exceeded plan in 18/20 quarters and led all industries in growth for 4 consecutive years. Member of the IBM Industry Academy, an elite group of 50 executives appointed by the Chairman and CEO.
- Vice President – IBM Americas Public Sector (2008) Based out of Nevada. Managed the sales organization for Canada, the US and Latin America for clients in the Government, Education, Life Sciences and Healthcare industries. Grew revenue for the first time in 3 years.
- Vice President & Managing Director – Proctor & Gamble (2007) Based in Cincinnati, OH. Managed the worldwide relationship with IBM's largest Consumer Products Client.
- Vice President & Managing Director – AstraZeneca (2002-2007) Based in London, UK. Managed the worldwide relationship with IBM's largest Life Sciences client. Grew revenues 300% to \$750M over 5 years, improved profit 700%, and improved client satisfaction from 2 to 9/10.

- **Vice President & General Manager – IBM Asia Pacific Communication Sector (1998- 2001) Based in Tokyo, Japan.**
Managed consulting services, outsourcing services and product sales, delivery to clients across Asia Pacific in the Telecommunication, Utilities (electric, gas, water and waste) and Media & Entertainment industries. Grew revenue 400%, to \$5B and signed more than \$8B in contracts over 3 years.
- **Vice President – IBM Asia Pacific Strategy, Marketing & Business Development (1997-1998) Based in Tokyo, Japan.**
Worked with the General Manager IBM Asia Pacific to develop and implement a new organization and support structure to enable the explosive growth in AP. Also developed the first ever marketing plan, managed Channels & Business Partners, Pricing, Contracts & Negotiation, Quality Assurance, and other support functions for the region.

Exelon Corporation/PECO Energy Philadelphia, PA

1994-1997

- **Senior Vice President – Business Services Group & COO**
Created and managed the 7,000 employee, \$4B shared services organization that included: corporate strategy, accounting, HR, procurement, IT, legal, facilities, security, transportation, research, office administration, etc. Managed an operating budget of \$4B, capital budget of \$2B and revenue of \$250M.
Managed all unregulated businesses of this large IOU nuclear/conventional electric generation and gas utility. Created, managed and/or served on the boards of a series of new businesses to counter the revenue loss due to deregulation including a Wireless Telecommunication Services company, Power Trading and power line maintenance management services company and a number of other start-ups and JV's.
- **Vice President – Business Transformation & Chief Information Officer**
Recruited to assist the CEO in preparing the company for impending industry deregulation. Led the transformation of people, processes and systems of Customer Service, Electric Generation, ERP, HR, Finance, and various other functions. Served as the companies first CIO/VP of Information Systems and accelerated transformation of this critical support function by initiating and leading the industry's first IT outsourcing, worth \$500M

SmithKline Beecham Corp (now GlaxoSmithKline) US & UK

1981-1994

- **Director – Global Technology Services**
Managed the integration and transformation of the IT organizations and infrastructure due to the merger of SmithKline Beckman and Beecham Group. Exceeded cost savings targets and completed project ahead of schedule.
- **Director – Special Projects**
On loan to corporate strategy to work of the divestiture of Allergan and Beckman Corps and the acquisition of Beecham Corp.
- **Assistant to the President of SmithKline Clinical Labs**
Supported the President in the hostile acquisition and integration of our largest competitor.

- **Director Systems and Operation & CIO**
Transformed and managed the IT organization of the world largest commercial clinical laboratory company following a series of failed projects, operational issues, and major cost overruns. Moved from near last to Best in Class cost and service quality per the Benchmarking Institute and won the 'You're a Star' award for the highest customer satisfaction of all US IT organizations from the Customer Satisfaction Institute.
- **Director – Business Development and New Business Ventures**
Reporting jointly to the President and the SVP of Sales and Marketing started up several new businesses to expand the products and services offered to Pharmaceutical Companies, hospital and physicians including a PC based diagnostic assistant system developed by leveraging data from Clinical Trials and Clinical Lab results.
- **Assistant to the Chairman & CEO SmithKline Corp**
On an 18-month development assignment, led a diverse portfolio of projects for the Chairman.

SKF Industries Based in King of Prussia, PA	1979-1981
ARCO (now British Petroleum) Based in LA & Philadelphia, PA	1976-1979
Unocal (now Chevron) Based in Los Angeles, California	1975-1976

Education

California State Polytechnic University	1975
BS – Business Administration, Information Systems	
Claremont Graduate School, Drexel University, University of Pennsylvania	1978, 1980, 1985, 2002
MBA courses and executive development programs	

Golf Clubs Memberships

Incline Village Golf Club. Current member & board member as Tournaments and Casual Play Chair. Formerly President, Vice President, Treasurer, Playday Chair, Handicap & Rule Chair.

Red Rock Country Club, Las Vegas. Formerly board role as Handicap & Rules Chair.

Wentworth Golf Club, Surrey England, home of the European PGA

Tokyo American Club, Tokyo Japan.

Waynesborough Country Club, Paoli Pennsylvania. Formerly member Long Range Planning Committee

Boards & Volunteer Experience

Incline Village Golf Advisory Board 2021-2022

Pet Network Board Member

State of Nevada Sage Commission – governor appointed to identify opportunities for efficiency & effectiveness

State of Nevada Center of Excellence, Governor's Office of Economic Development – Board Member

Washoe County Schools – Superintendent Advisory Board

Cal Poly University – College of Business Advisory Board

Indus Group – Board Member, Chairman Audit Committee, Chairman Compensation Committee

ASI Business Solutions – Board Member

United Way of Southeastern Pennsylvania – Board Member

Oracle, PeopleSoft & IBM Customer Advisory Boards

July 24, 2023

Susan Herron
Director of Administrative Services
IVGID
893 Southwood Blvd
Incline Village, NV 89451

Dear Ms. Herron:

I would like to apply to serve as an At-Large member of the Golf Committee. I am an active golfer as well as a board member of the Tahoe Incline Golf Club (TIGC). I am a full-time resident of Incline Village and have been a homeowner here since 2006. I also maintain a non-resident golf membership at Blackhawk Country Club in Danville, CA.

I worked in the Telecom Technology Industry for 40 years prior to my retirement in 2018. In those roles I was responsible for significant financial budgets and large teams of people. When I retired from Juniper Networks, I was responsible for a \$1B sales budget. During my career I had extensive experience in Sales and Marketing, financial planning, and leading large diverse teams.

I do volunteer work for the First Tee of Northern Nevada which is a youth development organization. First Tee is a national group which uses golf as a foundation to build life/golf skills for kids.

I have also been a member of Blackhawk CC in Danville, CA for 24 years. I attended many member meetings regarding projects at the club and reviewed the financials reports annually.

I have the time and the interest to serve on this committee and help Incline with this project. Incline Village is our home and I look forward to the opportunity to give something back to this wonderful community.

I look forward to next steps in this process.

Best,

Bob Riccitelli
950 Jennifer St.
Incline Village, NV 89451

Robert A. Riccitelli
950 Jennifer St
Incline Village, NV 89451
925-586-5635

Education:

M.A.S. Telecommunications Management & Policy
University of Denver
Denver, Colorado

B.S. Business Administration
Syracuse University
Syracuse, NY

A.A.S. Electronics Engineering Technology
Ocean County College
Toms River, NJ

Employment History:

8/2018-5/2019: Adjunct Professor, Sierra Nevada College
Teaching assigned Business courses at the Incline Campus.

4/2011-4/2018: Vice President Cloud Provider Vertical – Juniper Networks

Report to: SVP Americas

Responsibility for: Cloud Vertical Segment

Key Role: Achievement of sales targets, Customer Satisfaction, Global Cloud Vertical leadership

Accomplishment: Top Juniper Sales Team in 2013, 2014, 2016

I led a team responsible for our Cloud Accounts including Facebook, Amazon, Google, Twitter, Equinix. The CAPEX Spending in this Customer Segment has grown at a CAGR of 35% while Juniper's Sales Achievement has grown at a CAGR of 56% gaining significant Market Share in this key Vertical.

11/2009-4/2011: Vice President & General Manager, Americas – Bytemobile

Report to: CEO

Responsibility for: Sales and Support teams

Key Role: Order and Revenue growth in the Americas

Accomplishments: Won 4 new accounts in the US in less than 12 months.

Bytemobile supplied Data and Video Optimization Products for Wireless Operators. I joined Bytemobile in 2009 as vice president, Worldwide Sales Strategy and Operations.

5/2007-10/2009: Vice President, Europe – RealNetworks

Report to: COO

Responsibility for: P&L of the European B2B Business Unit (lived in Austria and London)

Key Role: Grow revenue from mobile operators and digital media companies.

Accomplishments: Built a solid multinational sales team winning major new orders from new customers in Europe

1/2007-5/2007 Vice President, Sales – Azaire Networks

Report to: CEO

Responsibility for: Business Development in North America and Asia

Key Role: Develop a customer base through direct sales and channels

Accomplishments: LOI with Verizon for initial testing of the product

8/2005-10/2006: Vice President, Enterprise Accounts, North America – Nortel Networks

Report to: President, North America

Responsibility for: \$1.3B Annual Revenue

Key Role: Lead a team of 550 Sales Professionals

Accomplishments: Improved forecast accuracy and sales effectiveness

1978-2005 Nortel Networks

Various positions of increasing responsibility including Installation/Repair Technician, Sales Engineer, Sales Representative, Sales Manager, Sales Director.

Volunteer Work:

First Tee of Northern Nevada

Incline Village Golf Club Board of Directors

SCORE (2019-20)

Capital Investment Committee – Sample questions for Applicants

1. How do you see the role of the Capital Investment Committee and its interaction with the Board of Trustees?
2. What are your drivers for wanting to serve on the Capital Investment Committee?
3. Can you provide us some information on your experience in reviewing and appraising major Capital Investments?
4. What do you view as the key aspects to consider in reviewing proposals for capital investment for the District?
5. Tell us about your understanding of the impact of the Nevada Open Meeting Laws (OML) on the operation of the Capital Investment Committee?



The Incline Village General Improvement District Board of Trustees is seeking interested candidates who wish to serve as an At-Large Member on the Capital/Investment Committee. The goal of board appointed committees is to engage and leverage the skills and expertise of community members to assist the board in moving initiatives forward. Committees shall comprise of up to 4 At-Large community members appointed by the Board of Trustees. The Board appointed Trustee is Raymond Tulloch and he will be the Committee Chair who will formulate meeting agendas and schedule. Should vacancies occur, the Board may solicit applicants and make appointments. Appointments are for up to 2 years, or the Board's determined/expected duration of the committee, whichever is less. A committee may be an ongoing committee, or a duration/project specific committee. All meetings are subject to Open Meeting Law. At-Large members are to have relevant professional experience for their specific committee.

Responsibilities/Authority – All committees are advisory to the Board. The committees shall review all relevant information and make recommendations to the Board, in alignment with the District's Strategic Plan, any applicable District master plans, and Board identified priorities. They are to identify the financial impacts of all of their recommendations, identify how recommendations align with the budget, and if applicable, how they affect the 5-year capital plan. The Board can set timelines and committee goals and expectations. Committee Trustees shall report monthly on the progress of the committee.

Capital/Investment Committee - As projects over \$250K are being contemplated, the committee should review and evaluate proposals, provide constructive input to ensure the Board's project expectations are being met, ensure the project scope has been properly and completely defined, ensure the benefit to the Community is clear and consistent with District master plans and/or Board priorities. Additionally, to ensure ongoing operating costs are considered and included in materials provided to the Board of Trustees for consideration.

Goal – To move projects forward more effectively with clear and complete financial transparency.

Any interested candidate should submit a letter of interest and a resume. These two documents can be submitted either via U.S. Mail addressed to Director of Administrative Services Susan Herron, IVGID, 893 Southwood Boulevard, Incline Village, Nevada 89451; or hand delivered to the aforementioned address; or submitted via e-mail (sah@ivgid.org). It is the interested candidate's responsibility to ensure that their documents have been received for consideration. All submittals must be received no later than Tuesday, August 1, 12 noon (PST).

Further, all interested candidates must be available to be interviewed during the Incline Village General Improvement District Board of Trustees meeting tentatively scheduled for August 9, 2023 at 6:00 p.m. During this meeting, the Board of Trustees may make their final decision. If you have any questions regarding this matter, please contact Susan Herron, Director of Administrative Services, IVGID, at (775) 832-1207 or via e-mail at sah@ivgid.org.

July 31, 2023

IVGID Board of Trustees

c/o Susan Herron

893 Southwood Boulevard

Incline Village, NV 89451

Dear Board of Trustees,

My name is Bill Feast and I am writing to express my interest in serving as an At-Large Member on the Capital/Investment Committee.

I am a 15 year owner/resident of Incline Village and feel that my professional experience in a variety of senior leadership roles across an array of consumer centric industries would allow me to be a valuable resource to the Board.

As a CEO and in other senior level roles, I have led a diverse array of capital projects and acquisitions large and small across a variety of venues and geographies. My experience includes the creation and design of projects, producing and assessing budgets, defining scope of work, selection of contractors/vendors and, ultimately, ensuring timely and on-budget delivery and execution based on project timelines and requirements. These projects typically required a strenuous review to ensure attainment of specific financial ROI's, whether a new retail store environment, company wide ERP system or major equipment acquisition.

Incline Village is fortunate to have an outstanding existing infrastructure and asset base. As a fellow owner, I feel it is essential to preserve, protect and enhance our assets of all types, as well as to ensure the District plans thoughtfully and carefully for the future needs of the community.

I have provided my biography and CV for your consideration and look forward to discussing my candidacy with you and answering any questions you may have about my background.

Thank you for the opportunity,

Bill Feast

William (Bill) M. Feast
President
Solet Advisors LLC

billfeast15@gmail.com
+1 415 250 1979



Bill Feast is a globally experienced, results driven executive with 35+ years of leadership in consumer centric and customer facing retail, destination and themed entertainment industry sectors. His career trajectory with recognized industry leaders such as the Six Flags Corporation, DFS Group (Duty Free Shoppers), LVMH and The Walt Disney Company culminated with the role of CEO and Director of RSH Singapore Ltd, an affiliate of Al Futtaim Group of Dubai. With full profit and loss accountability for the 100+ store group (200+ total points of sale) Bill grew and nurtured RSH's 60+ brand portfolio to Singapore's leading specialty retailer and distributor of fashion, lifestyle and sports brands, resulting in record EBITDA results over multiple years during his stewardship from 2007 to 2015.

Known for his strengths in driving revenue and profit optimization, strategic business planning, creative approach to problem solving and ability to drive brand growth, Bill has a reputation for being a strong, innovative leader as well as a passionate and collaborative team builder and developer of talent, leveraging his coaching and mentoring skills. He has also conceived, designed and overseen development of a wide array of retail and brand venues and markets as well as leading assessment, acquisition and implementation of ERP systems.

Bill established Solet Advisors LLC in 2002 to provide business advisory services and strategic business development expertise to the retail, consumer brand, destination and licensing industries. He currently serves as an Advisory Board member for two entrepreneurial start-ups, Mamie's Pies LLC and Arcadia Assisted Living LLC, the former a packaged frozen food entity and the latter an innovative, disruptive health care facility for the aging population, particularly those requiring memory care.

A graduate of the Georgia Institute of Technology with a BS in Industrial Management, Bill is a Nevada resident where he is an active tennis player and enjoys professional and personal travel with his wife and daughter.

WILLIAM (BILL) M. FEAST

Mobile: USA (1) 415 250 1979

Email: billfeast15@gmail.com

EXECUTIVE SUMMARY

A globally experienced, entrepreneurially minded executive with 35+ year record of successfully leading profit and loss functions in the retail and entertainment industries. Proven driver of sales and productivity, operational excellence and profitable business expansion in Asia/Pacific and North American markets. Strong brand acquisition and concept development skills. Additional key leadership skills include:

- Creative Strategist
- Solid Financial Acumen
- Strong Relationship Building
- Adaptive and Inventive Problem Solving
- System and ERP Savvy
- Team Building and Mentoring

PROFESSIONAL EXPERIENCE

SOLET ADVISORS, LLC **PRESIDENT/PRINCIPAL**

Present

Provide extensive array of expertise including revenue and profit improvement strategies, business acquisition due diligence, distribution channel evaluation, market viability assessment and integrated destination development. Retained on project basis, advisory or in an interim executive leadership role.

Engagements and accomplishments include:

THE DISNEY STORE, INC.

Led largest sales and profit production region for ten months as an interim senior management expert, comprised of 85 stores in western North America. Accountable for all regional management and operations.

ARCADIA LIVING LLC

Advisory Board member and investor in a start up, disruptive assisted living concept which serves the needs of senior residents in a highly personalized, sensitive manner, up to and including specialized memory care. Have scaled from first unit to six units, while guiding increased productivity, efficiencies and financial performance.

THE BOYDS COLLECTION LTD

Developed and led expansion of retail channel of distribution for this Kohlberg Kravis Roberts portfolio company. Drove creation and execution of 120,000 square foot destination attractions for this gift and decorative collectible developer, each with a capital investment of up to \$15 million, along with total profit and loss responsibility for DTC channel of distribution.

MAMIES PIES LLC

Advisory Board member for an innovative start up frozen dessert enterprise. Assisted in strategic development of go to market initiatives, sales channel development and assessment of licensing opportunities, as well as overall leadership guidance and direction to founder.

CREATIVE DESTRUCTION LAB (CDL)

Served as Mentor Associate in the CDL Commerce stream based at Georgia Tech in Atlanta. CDL is a global non-profit organization that delivers an objectives-based program for massively scalable, seed stage science and technology-based companies. Mentored a diverse array of early-stage retail-oriented groups with a focus on goal and priority setting, organizational structure and strategic assessment of product offerings to potential partners, as well as identification of key market initiatives.

RSH SINGAPORE PTE LTD, Member of RSH Group and affiliate of Al Futtaim Group, Dubai 2007-2015
CHIEF EXECUTIVE OFFICER AND DIRECTOR

Responsible for Singapore operations and financial performance of the largest specialty retailer and distributor of fashion, sports, golf and lifestyle brands in SE Asia, consisting of 100+ stores and 200+ points of sale across all distribution channels and producing SGD 175 million in sales. Led team of over 900, including 12 direct reports and operating 250,000 square feet. Developed annual capital programs averaging SGD 5 million per year and directed RSH Global Design Studio. Key accomplishments included:

- Produced EBITDA growth to highest levels in company history in multiple years of tenure.
- Drove sales growth by 28% in five years, accompanied by gross profit improvement of +2.2% points.
- Proven track record of driving brand growth profitably, commonly by 40% to 100% or more for brands as varied as Reebok, Lacoste, Vans, Mango, Speedo and Ted Baker.
- Drove new market development for Vietnam with five-year business plan.
- Led brand acquisition initiatives producing SGD 10 million to 20 million in annual sales, including Quiksilver/Roxy, Under Armour, Sperry Top Sider and Keds, among others.
- Initiated and led implementation of new company-wide ERP system (SAP) on time and on budget.

DFS GROUP LIMITED, subsidiary of LVMH 1985-2001
Multi-billion dollar travel retailer

Held progressively senior level leadership roles throughout a sixteen-year career with the world's largest travel retailer.

Senior Vice President, Global Store Development and Construction 1999-2001

- Led global design and construction activities for all DFS regions including North America, Hawaii, Hong Kong, Singapore, Oceania, Taiwan and Micronesia.
- Drove development of North American Galleria flagship venues in San Francisco and Los Angeles, each consisting of 40,000 square feet and capital budgets in excess of \$20 million and \$15 million, respectively.
- Designed and led construction of major American airport travel retail stores in San Francisco, Los Angeles and New York Kennedy airports consisting of approximately 40 locations and 100,000 square feet with capital budgets totaling \$25 million.

Regional Vice President, Stores 1991-1999

- Had full profit and loss accountability for 41 stores in the Guam, Saipan and Palau markets, encompassing over 210,000 square feet and \$500 million in revenue.
- Led a team of 1,000 associates, including 60 managers and 7 direct reports to regional sales and profit increases of 129% and 141%, respectively.
- Increased sales per square foot by 35% while expanding selling space by 71% (+90,000 square feet).
- Drove strategic development, design direction and implementation of prototypical "Galleria" flagship format, including expansion from 52,000 square feet to 110,000 square feet and including creation of fashion, boutique, beauty, luxury and destination entertainment world concepts.

Vice President, Merchandising | Assistant Flagship Store Management | Buyer 1985-1991

SIX FLAGS CORPORATION Through 1984

Sixteen-year career in Georgia and Texas with the world's largest regional theme park company. Gained a passion for exceeding guest expectations in the ultimate consumer centric industry. Delivered consistent success leading teams in multi-million dollar revenue production and profitability in retail and attraction venues.

EDUCATION

Bachelor of Science, Industrial Management, Georgia Institute of Technology

William (Bill) Kahrs

625 Lariat Cir. Unit #1
Incline Village, NV 89451
(650) 766-5152
WHKahrs@gmail.com

August 1, 2023

Capital Improvement / Investment Committee Application

IVGID Board of Trustees
893 Southwood Blvd.
Incline Village, NV 89451

Re: Capital Improvement / Investment Committee

To: IVGID Board of Trustees,

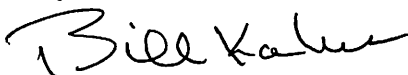
I respectfully submit my application to be considered as an advisory member of the Capital Improvement / Investment Committee.

Attached please find my summary resume dated 2015. Since that time, my wife Linda and I sold our company, ToutAboutToys.com, to an international education products company, Heutink Group. We served out our purchase contract in December 2019 and retired to Incline with the purchase of our full-time home.

IVGID needs to make important decisions as to capital investments. As I am a frequent user of the provided facilities, I have a vested interest in the resources IVGID offers to parcel owners.

My MBA and investment experience at Dean Witter & Co. provide the background needed for the financial decisions to be considered in this committee. In addition, I have served for over 10 years as board director and treasurer for an investment property in San Luis Obispo. Kindly consider my application.

Sincerely,



Bill Kahrs

William H. Kahrs, Jr
Tout About Toys, Inc.
1530 Gilbreth Road
Burlingame, CA 94010
650-692-1669
WHKahrs@gmail.com

Current address:
625 Lariat Circle
#1
Incline Village
NV 89451

TOUT ABOUT TOYS SUMMARY

1986 – 2009 Principal and officer for Tout About Toys while working full time in other companies.

2010 – 2015 Transitioned to Full Time VP, CFO, CIO, HR, Administration and Sales Support.

EXPERIENCE

Principal and Officer Positions

2010 - 2015

Tout About Toys, Inc., Burlingame, CA

- Ongoing responsibilities are Finance, IT, HR, Administration and Sales Support.
- Upgraded website to a highly functional and internally managed site.
- Installed capability for remote employees to be successfully integrated within TAT.

1997 - 2009

Various Manager Positions in Sales, Marketing and Software Development

Sun Microsystems, Inc., Menlo Park, CA

- Field Marketing Manager for Microelectronics Division, 1997 – 1999
- Program Manager, Global Sales, US and Asia Accounts, 1999 - 2003
- Deal Manager and Asia-Pacific Sales Support, 2004 - 2007
- IBIS (Oracle Conversion) Program Manager, 2008 - 2009

1987 - 1996

Varied Management Positions in Headquarters Sales

Advanced Micro Devices, Inc., Sunnyvale, CA

- Account and management responsibilities included Strategic Accounts, US and Asia Pacific regions.

Sales, Product Management, and Production Control

1977 - 1984

IBM Corporation, San Francisco, CA and Princeton, NJ

- Product Sales in SF Bay Area, 1978 - 1979
- Product Marketing, Magnetic Media, Princeton NJ, 1980 – 1982
- Production Control Manager for ESB PC Software launch, Dayton, NJ, 1983 – 1984

Stock Broker and Branch Options Coordinator

1972 - 1977

Dean Witter & Co., San Francisco, CA

- Develop client base and solicit investment product sales
 - Lead branch office in developing options expertise.
-

EDUCATION

MBA in General Management, Boston College, Chestnut Hill, MA

1971

BA in Economics, Hartwick College, Oneonta, NY

1969

Linda K. Kahrs

625 Lariat Cir. Unit #1
Incline Village, NV 89451
(650) 740-5494
LKKahrs@gmail.com

August 1, 2023

Capital Improvement/Investment Committee Application

IVGID Board of Trustees
893 Southwood Blvd.
Incline Village, NV 89451
Re: Capital Improvements/Investment Committee

Dear Board of Trustees,

I would like to be considered to serve as an advisory, At-Large Member on the Capital/Investment Committee.

Attached please find my summary resume dated 2015. Since that time, my husband and I sold our company, ToutAboutToys.com, to an international education products company, Heutink Group. We served out our purchase contract in December 2019 and retired to Incline with the purchase of our full-time home.

IVGID needs to make important decisions as to capital investments. As a frequent user of the community facilities, I have a vested interest in the resources IVGID offers to parcel owners.

While I may be new to the IVGID community, I commit to providing fresh, unbiased perspectives, with impeccable attention to detail, that will support the overall design of Incline Village.

Furthermore, my entrepreneurial experience in building a company, Tout About Toys, from inception to final sale, provides the background needed for the financial recommendations to be considered by this committee. In addition, my current position on the San Mateo County Head Start (IZZY) Board of Directors provides the committee experience in working with decision makers. Kindly consider my application.

Sincerely,



Linda K. Kahrs

Linda K. Kahrs
415 Princeton Road
San Mateo, CA 94401
Mobile: 650-740-5111
LKKahrs@gmail.com

Current address:
625 Lariat
Circle #1
Incline Village,
NV 89451

EXPERIENCE

Founder and President 1986 - 2015

Tout About Toys, Inc., Burlingame, CA

- Designed and manufactured toy that evolved into educational consulting company and government contractor
- Grew business through internally financed operations - no loans
- GSA contractor shipping worldwide to government installations
- Excellent business relationships with over 200 suppliers
- Service based with a consultative sales approach and many repeat customers

Product Manger 1982 - 1984

Avon Products, New York City

- Product Manager Gift and Decorative Latin America-Spain
- Developed business planning systems to track current and projected sales
- Executive presentation for new products

Product Manager and other Roles 1977 -1980

Levi Strauss, San Francisco, CA

- Hired in as Trademark Manager in legal department; assisted with preparation of legal department budgets
- Management Training Program (6 month training) along with MBA's from major schools
- Product Manager Young Men's Knits: developed products, worked with production and sales to grow the business

Other

- Commissioner, San Mateo Human Rights Commission
- California Attorney General's Office: Established office to process multi-million dollar claims for a class action settlement

EDUCATION

Hartwick College; BA in Political Science 1967 -1971

Oneonta, NY

- Founder & President of college's first environmental organization: Operation E
- Selected to Washington Semester Program at American University
- Summer Internship in Congressman Ottinger's Office

Incline Village General Improvement District

By hand delivery and e mail

Attention: Director of Administrative Services - Susan Herron

893 Southwood Boulevard

Incline Village, Nevada 89451

Dear Ms. Herron:

I, Clifford F. Dobler, hereby submit this letter of interest to become an advisor to the Board of Trustees as a member of the Capital/Investment Committee of IVGID. I enclose my resume for review.

I have been a resident of Incline Village for the past 30 years and have actively been involved in the financial affairs of IVGID for the past eight years. I served two years on the Audit Committee and brought forth several memorandums regarding improvements to the financial reporting of IVGID.

Two years ago, I was on the committee to assist in the design the Burnt Cedar Pool. The pool is remarkably popular with citizens. The concept and design to beginning construction was less than one year.

Over several years, I have drawn attention to the need to begin replacement of cart paths at the two IVGID golf courses. The Mountain Golf Course cart paths have progressed and should be completed in October.

On the charitable side, I completed the following.

252 Mill Street , Reno restoration of a Queen Ann , turn of the century home converted into three apartments for working families. Received the Mayor's award in October 2002 for preservation of Reno's history and heritage. Today it still stands in a beautiful condition.

As a trustee of Sierra Nevada College, I collaborated with other Trustees to close the mountain campus. In order to obtain maximum value for the land, concept plans were developed for a 64 unit detached townhouse community. As a result, excess TRPA coverage was able to be transferred to the existing Lake campus and the property was sold for a premium price. In addition, I assisted in the design and construction of the Sierra Nevada College library.

I continue to provide interim construction loans to residents of Incline Village in order to accomplish refurbishment prior to obtaining long term financing.

I will be available on August 9, 2023 for an interview.

Sincerely,

Clifford F. Dobler



Attachment - Resume

CLIFFORD F. DOBLER

RESUME

P. O. Box 3130
Incline Village, NV 89450
(775) 832-6644

1974 California State University, Los Angeles
Bachelor Degree - Business Administration

1976 Certified Public Accountant
State of California

1978 General Contractor
State of California

**Real Estate Loan Workout, Asset Management
and Disposition activities**

2008 CMD Management, Inc. (wholly owned by CF Dobler)
2012

Managing Member of 7 limited liability companies which
acquired troubled real estate loans for restructuring and
ultimate sale. - \$62 million

1998 Brownstone Equities (wholly owned by CF Dobler}
2007

Land assembly in Reno Redevelopment Agency which
was sold for casino parking, 200 unit apartment complex,
18 townhomes, and land for 46 townhomes (still vacant)

1990 C & I Management, Inc. (wholly owed by CF Dobler)
1997

General Partner or Managing Member
of 14 limited partnerships and limited liability companies
which purchased troubled real estate assets
from the Resolution Trust Corporation and banks - \$71 million.

1988 Fimsa Inc.

1989

Construction loan portfolio liquidation for First Interstate Mortgage Co..
Managed thirteen loans and properties with an aggregate value of approximately \$95 million

1983 to Independent Consulting Services

1987

Imperial Bank - six month engagement on analysis and offer for a proposed acquisition of \$60 million in REO and mortgage loans from a savings and loan in receivership. Research into the saving and loan industry for a possible future acquisition.

Glendale Federal - Three month engagement reviewing and valuing REO and substandard mortgage loans in connection with the acquisition of two savings and loans in the state of Washington.

Bell Savings & Loan - twenty month contract to implement business plans and review workout and disposition proposals on \$700 million in problem real estate loans.

Transworld Entertainment Inc. - ten month engagement to organize and implement accounting procedures and establish banking relationships for a start-up movie video distribution company. Assignment was requested by the major investor.

Westwood Savings & Loan - two month contract to review operations and future business plan of American Adventures Inc., a membership campground company, in connection with a \$17 million subordinated debt transaction.

Imperial Bank - four month engagement reviewing and valuing \$80 million in apartments in an attempted leveraged buy-out of a public real estate investment trust.

Public Storage Inc. - Six month contract evaluating operations of Days Inn Inc., a hotel/motel chain in connection with an acquisition proposal.

California Real Estate Trust - ten month engagement to value assets requested by holders of convertible Debt.

1980 First City Properties, Inc.

1982

Management and financing of real estate development joint ventures for a public real estate company.

Public Service

Speaker on workout and resolution of problem real estate loans

California Certified Public Accountants Foundation

California League of Savings Institutions

The Bank Lending Institute

Hotel Industry Investment Conference

Federal Deposit Insurance Corporation - Regional Training Seminar

University of California, Los Angeles (UCLA) - Annual Real Estate Forecast

Other Items:

Former trustee of Sierra Nevada College

Former Rotarian

Susan A. Herron

From: JAMES NOVACK <novack77@aol.com>
Sent: Sunday, July 30, 2023 10:20 AM
To: Susan A. Herron
Subject: Letter of interest regarding the Capital/Investment Committee. Resume in separate email

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

Letter of interest regarding the Capital/Investment Committee.

To whom it may concern;

I am interested in serving on this committee, currently I serve as a board member of three HOA's located in Incline Village. Secondly I have served as both President and board member of my private equity county club in Southern California. In those roles I have been involved in many capital projects, with multi million dollar budgets. Each of the Nevada based HOA's requires a reserve study completed every five years, I am very familiar with how those studies work and are to be used. Additionally my background in finance and insurance will serve well as large capital projects require significant financial planning.

I understand that committees and its members are to abide by all rules and instructions given by the committee chair.

Sincerely
James Novack
933 NorthWood Blvd #14
Incline Village,NV 89451
Mobile # 818-519-8552

•

Sent from my iPad

Susan A. Herron

From: JAMES NOVACK <novack77@aol.com>
Sent: Sunday, July 30, 2023 10:21 AM
To: Susan A. Herron
Subject: Resume James A Novack

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

Resume James A Novack

Education

Indiana State University BS degree 1973
American College CLU designation 1977
American College ChFC designation 1981

Work History

Prudential Financial 1974 till 2003

Started as a sales representative in 1974 and retired as Sr VP investments in 2003.

My career was mainly in the area of management of divisions of the firm, while always being responsible for bottom line results, my tenure included roles as leader of our Western operations, which included operations from Minnesota to Hawaii, and over 10,000 employees with multi million dollar budgets.

Upon retirement from Prudential Financial in 2003 I worked as both a consultant and senior officer for Citigroup, and Genworth Financial 2004 till 2012.

I retired from working for others in 2012, since then, as noted in my letter I have served on multiple HOA boards, consult for a top 100 financial services company, own and operate my own property management LLC and serve on my family's property management companies board of directors for our almost 500 unit apartment portfolio.

Sent from my iPad

Michael T. Lefrancois, P.E.
P.O. Box 5023, Incline Village, NV 89450
530-386-2772 mike.lefrancois@gmail.com

July 25, 2023

Susan Herron
Director of Administrator Services
Incline Village General Improvement District
893 Southwood Blvd
Incline Village, NV 89451

Dear Ms. Herron,

I am submitting this letter of interest and resume for the proposed Capital/Investment Committee. I have an extensive background in capital planning, design and construction and feel my expertise would be a value on this committee. Furthermore I have a history of serving on local committees and am familiar with the advisory role and Open Meeting Law. I have previously worked for IVGID and am familiar with the nuances of the District. My relevant professional experience is summarized in my attached resume. Thank you for your consideration. I look forward to your response.

Yours Respectfully,

Michael LeFrancois

Michael Lefrancois, P.E.

Michael T. Lefrancois, P.E.

PO Box 5023, Incline Village, NV 89451 * 530-386-2772 mike.lefrancois@gmail.com

Licensure:

- Nevada Civil Engineer #20115
- California Civil Engineer #64162

Education:

B.S. Civil Engineering
University of Vermont

Employment:

- 2021-2023
NCE
Senior Engineer
- 2020-2021
Sole Proprietor
- 2012-2020
Incline Village GID
Senior Engineer
- 2000-2011
Gary Davis Group
Project Engineer

Training/Skills

- LEED/Green building
- Pavement management
- Trenchless pipeline technologies
- AutoCAD
- Hydraulic Modeling
- ArcGIS

Committees/Community:

- Incline Village/Crystal Bay Citizens Advisory Board 2018-2021
- North Tahoe Regional Advisory Council 2010-2012
- North Tahoe Business Association – Design Committee 2008-2012
- Tahoe Truckee Engineers Association 2005-2012

Representative Experience

22 years of Lake Tahoe area project experience in Public and Private sectors with design, engineering, environmental processing, permitting, estimating, bidding and construction oversight. Successful project management of capital improvement projects for IVGID Community Services and Public Works including contract bidding conformance with NRS. Developed plans and reviewed work by others including technical reports, engineering designs, specifications, and construction document packages with consultant teams. Prepared Board memorandums and grant applications. Acted as a representative at meetings with State and local agencies.

Projects

- **IVGID Effluent Export Pipeline** – Administered \$500,000 non-destructive condition assessment contract for 6 miles of aging high-pressure steel treated effluent pipeline. Managed \$1.1M repair contract in State highway. Prepared supporting documents and represented the District for pipeline conflicts and construction support during construction of the East Shore Trail.
- **TMWA California Ave Water Main** - Served as NCE's technical lead during construction of this utilities relocation project in support of Reno Consolidated roadway improvements. Participated in construction meetings, responded to RFI's and advised junior staff on plan revisions.
- **IVGID Community Services Projects** - Successfully managed various capital projects district-wide including proposals at the beaches, golf courses, ski area, ballfields and parks. Defined project scopes and prepared construction cost and operational cost estimates. Managed customer service impacts. Prepared and executed pavement management program. Projects included golf cart path systems, park safety, ballfield renovations, clubhouse renovations, swimming pools, backflow improvements and general ADA evaluations and TRPA permitting. Additionally provided supporting documents for Ski Area Master Plan, Federal Lands bills and administration offices evaluations.
- **Incline Village Condominiums** - Serving as NCE's project manager for this 40-unit development. Prepared and administered design scope, fee and budget and coordinating ongoing efforts for design and agency permitting.

- **IVGID Water Main Replacement CIP** - Managed scope, design, permitting, bidding and execution of several water main replacement contracts totaling \$5.4M and 21,000 linear feet. Work included CIPP evaluation, pipe bursting, boring and sliplining with fusible PVC and HDPE. Represented District as engineer, community liaison and managed third-party inspection. Provided supporting documents for Federal Fire Flow Enhancement Grant applications, NEPA and SHPO review.
- **Kings Beach Commercial Core Improvement Project** - served as a local representative in review of \$40M redesign of Kings Beach downtown corridor. Former council member of the North Tahoe Regional Advisory Committee and Chair of the North Tahoe Business Association Design Committee. Charged with creating community consensus on project alternatives. Supported Placer County moderator-led workshops and open houses.
- **IVGID Sewer Rehabilitation CIP** - As part of an ongoing capital project managed condition assessment and rehabilitation contracts for collection system mains and manholes. Prepared bidding documents and construction contracts for sewer bypass and rehabilitation with CIPP. Tracked deficiencies through Nexgen work order system and ArcGIS.
- **Truckee-Tahoe Airport District Administration Building** – Completed schematic design, design development and construction documents for this new facility at the Truckee-Tahoe Airport. Work included permit processing with local agencies. Work was successfully performed on a fast-track schedule in advance of local grading season limitations.
- **IVGID Water and Sewer pumping improvements** - As separate projects managed design and bidding of safety and reliability improvements replacing Motor Control Panels, VFDs and related controls at IVGID's only water treatment plant and our primary sewer pumping station. Assisted in design with Owner review and input from IVGID operators.
- **Sierra Nevada University, Incline Village, NV** – Prepared site civil drawings for master plan facilities including the Prim Library and the LEED Platinum - Tahoe Center for Environmental Sciences. Work entailed interactive coordination with building design teams and client representatives and construction phase support, inspection and documentation. Designed water/sewer infrastructure to serve future facilities including fire protection backflow device. Averted construction schedule setbacks with successful implementation of a dewatering system designed to mitigate the discharge of excessive groundwater intercepted during excavation. Conducted processing with IVGID, Tahoe Regional Planning Agency (TRPA) and Washoe County approvals as well as provided LEED documentation related to our work.
- **Tahoe City Marina Improvements** – Acting as the property owner's representative collaborated with multiple design teams on several concurrent master plan projects including a parking garage, TCPUD pump station, marina expansion, multipurpose trail, and stormwater BMP retrofitting. Work included alternative studies, cost tracking and outside agency permitting. Prepared planning and environmental review documents. Successfully negotiated a cost-reducing stormwater treatment strategy with the Tahoe Regional Planning Agency (TRPA). Prepared construction documents for related improvements including water mains, fire protection, forced main sewer, stormwater pump station, grading, drainage, parking, circulation and erosion controls.

August 1, 2023

Susan Herron
Director of Administrative Services
Incline Village General Improvement District
893 Southwood Boulevard
Incline Village, Nevada 89451
sah@ivgid.org

RE: Capital/Investment Committee

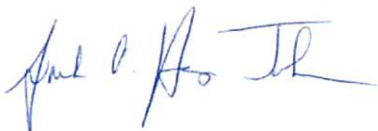
Dear Ms. Herron,

I'm writing to express my interest in the Incline Village General Improvement District (IVGID) Capital/Investment Committee. I believe you will find my attached resume contains the relevant professional background and experience that you are seeking in committee members.

I'm a full-time 10-year resident of Incline and enjoy raising my family in this community. I welcome the opportunity to offer my expertise in support of the Board's priorities and in alignment with the District's Strategic Plan.

I look forward to exploring this opportunity.

Regards,

A handwritten signature in blue ink, appearing to read "Sarah Hussong Johnson".

Sarah Hussong Johnson, P.E.
510.912.8549
hussongjohnson@gmail.com

SARAH HUSSONG JOHNSON, P.E.

P.O. Box 5485 • Incline Village, Nevada 89450 • 510-912-8549 • hussongjohnson@gmail.com

SUMMARY OF QUALIFICATIONS

Ms. Hussong Johnson has over twenty-three years of professional experience in the development and implementation of civil engineering projects; specialized in the design, construction, and management of municipal infrastructure improvements.

EXPERIENCE

Tahoe City Public Utility District

Tahoe City, California

Associate Civil Engineer to Senior Civil Engineer (2014 – present)

- manage complete life-cycle public works infrastructure projects from budgeting, planning, design, public bidding and construction for water, sewer, and recreation including a \$25-million surface water treatment plant
- provide written and oral reports to the Board of Directors and the public
- negotiate and secure project entitlements including easements and permits
- secure and manage state and federal funding

City of South Lake Tahoe

South Lake Tahoe, California

City Engineer/Director of Engineering (2011 – 2014)

- managed a \$11-million annual capital budget
- managed a \$1-million annual operating budget with a staff of five
- provided written and oral reports to City Council
- managed \$30-million in federal and state grants
- planned, budgeted and implemented the City's Capital Improvement Program (CIP)
- envision and oversee the formation of special financing districts for public works projects

Associate Civil Engineer (2006 – 2011)

- prepared project scopes and requests for proposal
- managed engineering design consultant agreements
- prepared project design drawings and specifications
- administered and awarded public works bids
- provided construction inspection and testing
- prepared grant applications and administered funding

Geomatrix Consultants

Oakland, California

Staff to Project Engineer (2000 – 2006) field engineer to design engineer to design manager leading teams of engineers and technicians to design and construct remediation systems for contaminated soil and groundwater

- client management
- prepared project proposals, scopes and budgets
- prepared design drawings and specifications
- managed project life-cycle including design, permitting, contractor procurement, construction oversight, system start-up and operation/maintenance
- provided engineering oversight during construction

SARAH HUSSONG JOHNSON, P.E.

P.O. Box 5485 • Incline Village, Nevada 89450 • 510-912-8549 • hussongjohnson@gmail.com

EDUCATION

The University of Michigan

Bachelor of Science in Civil & Environmental Engineering

Ann Arbor, Michigan

April 2000

CERTIFICATIONS AND ORGANIZATIONS

- Registered Professional Civil Engineer, California, C67853 (2005)
- Member, American Society of Civil Engineers (ASCE)

Chris Heuer
930 Tahoe Blvd, #802-488
Incline Village, NV 89451
chris@teamflow.institute

August 1, 2023

Susan Herron, Director of Administrative Services
Incline Village General Improvement District Board of Trustees
893 Southwood Boulevard
Incline Village, Nevada 89451
Sent via email: sah@ivgid.org

Dear Ms. Herron and Members of the Board,

I am writing to express my strong interest in serving as an At-Large Member on the Capital/Investment Committee for the Incline Village General Improvement District Board of Trustees. With over 25 years of experience as an entrepreneur, business strategist, and community builder, I am confident I can provide immense value to the committee and the community.

Since graduating from American University with an interdisciplinary degree in Communications, Law, Economics, and Government, I have worked extensively with local governments, chambers of commerce, and community organizations to help drive digital transformation, build online communities, and boost civic engagement. This includes early-stage work developing digital initiatives for the City of Miami Beach, the City of Miami, Knight-Ridder, and consulting with multiple chambers of commerce.

As an entrepreneur, I understand financial analysis and oversight, having made prudent investments and strategic decisions to grow companies from the ground up. My experience launching ecommerce for the U.S. Mint exemplifies this, as I managed web initiatives and grew online sales from \$0 to over \$1.6 million per week. While there, I also launched one of the first opt-in email marketing programs for the federal government, which led to us selling out 40% of our skus on launch.

Furthermore, as founder of the global non-profit Social Media Club, I leveraged my community building expertise to establish 350 chapters worldwide focused on education, best practices, and ethical use of social technologies. I've seen civic development initiatives globally, and have learned from them to create a deeper understanding of a wide array of common civic issues we universally and uniquely face.

Finally, my experience as a Specialist Leader in Social Business at Deloitte Consulting and standing up Deloitte Digital as a top global agency provided me with even greater insights on government operations and public private partnerships. While at Deloitte, I worked with some of

the largest retailers, financial institutions, automotive manufacturers, government agencies, social networks, non-profits, and technology companies. Arising from this work, I served on the national advisory board for the American Heart Association, represented Deloitte on IBM's Social Business Council, and became an IBM futurist.

My work with these organizations has allowed me to understand the importance of clear communication, transparency, and collaboration in achieving shared goals. With my diverse professional background and longtime commitment to community service, I am confident I can provide valuable perspective and oversight to ensure projects and investments align with IVGID's strategic needs and the interests of our community members to deliver maximum value and create momentum towards our most pressing objectives.

It would be an honor to serve on this committee and lend my experience toward thoughtful stewardship of public resources.

I welcome the opportunity to discuss my qualifications further and am happy to provide any additional information needed. Thank you for your consideration.

Sincerely,
Chris Heuer

Chris Heuer

Email: chris@teamflow.institute | Phone: 408-834-0884

LinkedIn: <https://www.linkedin.com/in/chrisheuer/>

Summary

Results-driven entrepreneur, strategist, and startup advisor with over 30 years of experience in business strategy, financial management, and project leadership. Skilled at evaluating investment proposals, providing constructive input, and ensuring financial transparency. Brings a track record of success driving growth, innovation, and strategic initiatives.

Skills

Entrepreneurship, Strategic Planning, Financial Analysis, Project Management, Leadership, Innovation, Collaboration, Stakeholder Engagement

Experience

Managing Director, Team Flow Institute (2023 - Present)

- Launched a new organization focused on team dynamics, culture, and performance to fill an unmet need in the marketplace.
- Spearheaded development of new framework and certification for Team Flow Facilitators.

Entrepreneur in Residence, Queensland University of Technology, Australia (2019)

- Lead an accelerator program in the creative enterprises, advising and supporting a class of diverse entrepreneurs.

Founder, AdHocnium (2013 - Present)

- Founded and scaled a consulting firm providing business strategy and innovation services to startups and enterprises.
- Advised dozens of startups, serving as a lead mentor in Google Launchpad Accelerator.

Global Chairman, Social Media Club (2006 - 2013)

- Co-founded and scaled global non-profit organization with 350 chapters worldwide.
- Organized conferences and events focused on social media education and best practices.

Chief, eBusiness, U.S. Mint (1999)

- Led eCommerce strategy and systems implementation, increasing online sales from \$0 to \$1.6M per week.
- Co-produced web initiatives including H.I.P. Pocket Change program engaging youth.

Education

American University, BA Communications, Legal Institutions, Economics, & Government
(1987-1991)

Projects

Social Media Strategy, American Heart Association (2011 - 2013)

- Developed and executed comprehensive social media strategy and digital transformation plan
- Provided strategic consulting on new programs, operations, and relationship development

Global Launch of Enterprise Social Network, Deloitte (2011 - 2013)

- Led social business strategy, marketing, communications, and training for global rollout
- Managed change management and adoption for 180,000+ employees

Recommendations

"Chris has a great mind for thinking about traditional collaboration challenges with a new and fresh perspective. His background in social technologies provides an innovative and forward-thinking perspective on age-old business problems." - Nate Nash, Co-Founder GovTribe

"I enjoyed working with Chris, his insights, his thought provoking ideas and especially his way of working with me. I recommend Chris for anybody who wants to put their social on the front burner of strategy." - Robert Schmid, Executive Leader

"Chris is one of the most creative and resourceful people you will meet in the communications industry. The work he is doing at Social Media Club is fresh, original and truly valuable." - Gio Rodriguez, Media Strategist

MEMORANDUM

TO: Board of Trustees

FROM: Mike Bandelin
Interim General Manager

Susan Herron
Director of Administrative Services

SUBJECT: Review, discuss and possibly determine the requirements/needs for the Advisory Committees, Golf and Capital/Investment, as presently constituted in accordance with Policy 3.1.0, paragraph 0.9, Advisory Committees

RELATED STRATEGIC PLAN BUDGET INITIATIVES:

LONG RANGE PRINCIPLE #1 - SERVICE

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

LONG RANGE PRINCIPLE #6 - COMMUNICATION

The District will engage, interact and educate to promote understanding of the venues, facilities, services, and ongoing affairs.

LONG RANGE PRINCIPLE #7 - GOVERNANCE

The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability through collaboration, civic participation, and transparency

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES:

Policy 3.1.0 - Conduct Meetings of the Board of Trustees (Link: [https://www.yourtahoeplace.com/uploads/pdf-ivgid/3.1.0 Conduct Meetings Board of Trustees Adopted 02222023.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/3.1.0%20Conduct%20Meetings%20Board%20of%20Trustees%20Adopted%2002222023.pdf))

DATE: August 2, 2023

I. RECOMMENDATION

Review, discuss and possibly determine the requirements/needs for the Golf and Capital/Investment advisory committee(s) as now constituted.

II. BACKGROUND

At the July 12, 2023 Board of Trustees meeting, the Board of Trustees agreed that two advisory committees were needed; Golf and Capital/Investment. As Trustee Tonking was not present, the portion of the agenda item that she was requested was not discussed. Part of that memorandum included the requirements/needs of each advisory committee and this is something that this Board still needs to decide.

To begin, Board Policy 3.1.0, paragraph 0.9 reads as follows:

0.9 Advisory Committees. *The Board of Trustees may from time to time establish citizen committees to advise it on policy matters of the District. All such committees shall serve at the pleasure of the Board, and the Board shall have the authority to remove any member or all members from any and all committees at any time, or to change any of the terms of office thereof. Unless otherwise provided for in the document creating such committee and as permitted by applicable law. Committees shall be advisory in nature only, and shall have no authority to set policy; expend or obligate funds; hire, fire, supervise, or direct staff; or speak on behalf of the District, the Board, or its officers or employees. All committees shall conduct their business according to Roberts Rules of Order and shall conform to all provisions of the Nevada Open Meeting Law. If any Trustee is appointed to serve on a committee, the Trustee shall be the chair of that committee, unless other methods for selecting the chair have been approved by the Board of Trustees. If more than one Trustee is appointed to serve on the committee, then the Board shall determine by motion which Trustee shall serve as chair.*

The General Manager may establish citizen advisory committees or bodies to advise the General Manager on areas of interest. These Citizen Advisory Committees are distinctively different from Board advisory committees as they are created by the General Manager to provide input. As such, they are not subject to the Nevada Open Meeting Law, but a reasonable attempt is to be made to notify members of the public of their meetings. Only 1 Board member may serve on each Advisory Committee established by the General Manager. One Board member shall serve on the General Manager's citizen advisory committee and can serve on multiple Advisory Committees established by the General Manager.

Attached is a decision tree type of document which outlines what will be required with each advisory committee and it is provided to assist the Board of Trustees in making their decision.

III. BID RESULTS

Not applicable to this agenda item.

IV. FINANCIAL IMPACT AND BUDGET

The financial impact cannot be determined at this time because the requirements/needs have not yet been determined.

V. ALTERNATIVES

Not make any decisions at this time and revisit at another time.

VI. COMMENTS

As a reminder, each selected candidate will need to complete the volunteer form as well as attend Open Meeting Law and Ethics training to be provided by District General Counsel prior to each Board appointed Advisory Committee first meeting. Staff is working with District General Counsel to schedule two (2) sessions to accommodate the selected individuals schedules. We will reconcile anyone not being able to attend either of these two (2) sessions on an individual basis.

VII. BUSINESS IMPACT/BENEFIT

Not applicable to this agenda item.

VIII. ATTACHMENT

Decision Points Document

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

The Board of Trustees needs to determine the requirements/needs of each Board appointed Advisory Committee so that Staff has a chance to execute successfully.

Decision Points Document
Board Appointed Advisory Committee
Golf

On July 26, 2023, the Board of Trustees appointed Trustee Michaela Tonking to be the Chair of this committee.

The following is directly from the approved advertisement for this Board Appointed Advisory Committee:

Responsibilities/Authority –All committees are advisory to the Board. The committee shall review all relevant information and make recommendations to the Board, in alignment with the District’s Strategic Plan, any applicable District master plans, and Board identified priorities. They are to identify the financial impacts of all of their recommendations, identify how recommendations align with the budget, and if applicable, how they affect the 5-year capital plan. The Board can set timelines and committee goals and expectations. Committee Trustees shall report monthly on the progress of the committee.

Golf Committee – Discuss and review operational service levels, financial sustainability, formulate community-focused recommendations in alignment with board policies and identify necessary capital investments. Identify if any related District policy revisions are needed.

Goal – To formulate recommendations for the Board’s consideration related to optimizing all aspects of the golf operations, including revenue growth opportunities, cost efficiency optimization and expanding passholder participation. Provide input on current and the 5-year plans to improve sustainability in alignment with policies that provide fairness and equity to all recreation passholders and protect the golf course assets for future generations.

Are there any changes to the overview statement and/or goal statement?

Are there any further known timelines?

Are there any further known committee goals?

Are there any further known committee expectations?

Decision Points Document
 Board Appointed Advisory Committee
 Golf

	What Staff members need to be a part of this committee on a permanent basis?		
1.		5.	
2.		6.	
3.		7.	
4.		8.	

	You have selected the following members of the public to be members of this committee:	Completed OML/Ethics Training	Completed IVGID Volunteer Form	Provided all relevant documents outlined in the charter prior to the first Committee meeting
1.				
2.				
3.				
4.				

Does the committee get to decide the day of the week they meet? Yes No
 If no, what day of the week will they meet? _____

Does the committee get to decide the time of day they meet? Yes No
 If no, what time of the day will they meet? _____

The meeting location for this committee will be _____

The meeting will be Livestreamed? Yes No

The meeting will be audio recorded as that is a requirement of the Nevada Open Meeting Law as well as meeting minutes will be done using a Court Reporter.

Is the monthly Committee report, by the Chair Trustee, a verbal report to be provided under Board Updates on the agenda? Yes No

Is the monthly Committee report, by the Chair Trustee, a written report to be included under Board Updates on the agenda? Yes No

Decision Points Document
Board Appointed Advisory Committee
Capital/Investment

On July 26, 2023, the Board of Trustees appointed Trustee Raymond Tulloch to be the Chair of this committee.

The following is directly from the approved advertisement for this Board Appointed Advisory Committee:

Responsibilities/Authority – All committees are advisory to the Board. The committees shall review all relevant information and make recommendations to the Board, in alignment with the District’s Strategic Plan, any applicable District master plans, and Board identified priorities. They are to identify the financial impacts of all of their recommendations, identify how recommendations align with the budget, and if applicable, how they affect the 5-year capital plan. The Board can set timelines and committee goals and expectations. Committee Trustees shall report monthly on the progress of the committee.

Capital/Investment Committee - As projects over \$250K are being contemplated, the committee should review and evaluate proposals, provide constructive input to ensure the Board’s project expectations are being met, ensure the project scope has been properly and completely defined, ensure the benefit to the Community is clear and consistent with District master plans and/or Board priorities. Additionally, to ensure ongoing operating costs are considered and included in materials provided to the Board of Trustees for consideration.

Goal – To move projects forward more effectively with clear and complete financial transparency.

Are there any changes to the overview statement and/or goal statement?

Are there any further known timelines?

Are there any further known committee goals?

Are there any further known committee expectations?

Decision Points Document
 Board Appointed Advisory Committee
 Capital/Investment

	What Staff members need to be a part of this committee on a permanent basis?		
1.		5.	
2.		6.	
3.		7.	
4.		8.	

	You have selected the following members of the public to be members of this committee:	Completed OML/Ethics Training	Completed IVGID Volunteer Form	Provided all relevant documents outlined in the charter prior to the first Committee meeting
1.				
2.				
3.				
4.				

Does the committee get to decide the day of the week they meet? Yes No
 If no, what day of the week will they meet? _____

Does the committee get to decide the time of day they meet? Yes No
 If no, what time of the day will they meet? _____

The meeting location for this committee will be _____

The meeting will be Livestreamed? Yes No

The meeting will be audio recorded as that is a requirement of the Nevada Open Meeting Law as well as meeting minutes will be done using a Court Reporter.

Is the monthly Committee report, by the Chair Trustee, a verbal report to be provided under Board Updates on the agenda? Yes No

Is the monthly Committee report, by the Chair Trustee, a written report to be included under Board Updates on the agenda? Yes No

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin, Interim General Manager

FROM: Bree Waters, District Project Manager , Hudson Klein, Principal Engineer

SUBJECT: Review, discuss and possibly approve an increase to GMP 1 for Phase 1 and GMP 2 for Phase 2 of the Base Lodge Walk-In Cooler and Food Prep (Kitchen) Reconfiguration CIP #3453BD1806

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #1 - SERVICE

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policy 12.1.0 Multi-Year Capital Planning; 13.2.0 Capital Planning Expenditures; 21.1.0 Purchasing Policy for Public Works Contracts

DATE: August 9, 2023

I. RECOMMENDATION

The Board of Trustees makes a motion to:

1. Approve an increase to GMP 1 for Phase 1 of the Base Lodge Walk-In Cooler and Food Prep (Kitchen) Reconfiguration CIP #3453BD1806 in the amount of \$42,622, from \$516,390 to \$559,012.
2. Approve Phase 2 of the Base Lodge Walk-In Cooler and Food Prep (Kitchen) Reconfiguration CIP #3453BD1806 with a final GMP 2 of

\$255,876.

II. **BACKGROUND**

At your meeting on April 12, 2023, the Board of Trustees awarded the Design-Build contract to Brycon Corporation for the Diamond Peak Base Lodge Walk-In Cooler and Food Prep (Kitchen) Reconfiguration (Project).

Phase 1

The Board awarded the Project with a Guaranteed Maximum Price (GMP) of \$516,390 which was based on the schematic design. Brycon began exploration of the existing kitchen and the design team began design development. Through this process, the 100% Design has been completed and the 100% Design Drawings have been produced to be submitted to Washoe County Health and Building Departments for Permit. During the 100% design development and exploration process, unforeseen conditions were discovered triggering a need to negotiate an increased GMP.

There are two items that are contributing to the increase in the GMP and are shown in the table below.

Phase 1

Item Description	Cost
Engineered Structural Doorway	\$15,969
Kitchen Equipment Cost	\$26,653
GMP 1 Increase Total	\$42,622
Original GMP 1 (4/12/23)	\$516,390
Final GMP 1 (8/9/23)	\$559,012

The first item is a wall to be demolished that was in the original design concept, to create a better work flow and path of travel from the food prep area to the dry storage area was found to be load bearing during the exploratory phase of the design. This wall will need to be engineered by a structural engineer, a header placed and the doorway reconstructed to make the opening work as intended in the original design. The second item is a shared portion of the cost of the kitchen equipment with the contractor. The initial GMP was accepted with the District's understanding that it was inclusive of the kitchen equipment. However, during design and construction development, it became apparent that the kitchen equipment had not been included in the initial GMP by Brycon. After further negotiations, the contractor has agreed to share in the cost of the kitchen equipment, \$116,717, at a breakdown of 77% to the District's 23%. The final negotiated total of GMP 1, based on 100% design, is \$559,012.

Phase 2

The proposed Phase 2 of the Project was discussed at the April 12 Board Meeting. The proposed second phase includes additional cosmetic upgrades to the scramble area that were not included in the original scope of work, Phase 1 - GMP 1. Once GMP 1 was designed and negotiated, the PW and Ski staff worked with Brycon to develop Phase 2 along with GMP 2. Phase 2 will include upgrades to the lighting and electrical, the counters, the food prep area behind the counters on the cook line, a new security door, painting and a new wood tongue and groove ceiling. The following table includes the descriptions and costs of the work proposed in Phase 2:

Phase 2

Item	Description	Cost
1	Updated cabinets at soda line, food serving line and POS area	\$35,281
2	Stainless-steel countertop at food serving line.	\$11,364
3	Complete food court electrical scope	\$41,000
4	Reducing pillar size at food serving station and relocate hand sink	\$14,148
5	Painting	\$3,770
6	Stainless steel corner guard, 3.5" wings	\$2,452
7	5" T&G Ceiling	\$20,616
8	Dumpster Fees	\$2,400
9	Security Door	\$14,500
10	Preconstruction services	\$6,925
11	Architecture design and electrical engineering	\$11,444
12	Project Management	\$10,956
	Phase 2 Construction Subtotal	\$174,856
	Contractor's Contigency	\$8,743
	General Liability	\$1,224
	Builders Risk	\$612
	P & P Bond	\$1,207
	Fee (11.16%)	\$19,234
	Phase 2 Subtotal	\$205,875

	IVGID Internal Time	\$30,000
	Phase 2 Contingency	\$20,000
	Phase 2 Total	\$255,875

The budget amount approved by the Board on April 12 was \$598,028 which included Brycon's estimated GMP, staff's internal time as well as the District's construction contingency. The total approved project budget for FY 23/24 \$919,472, as shown in the Project Data Sheet in Attachment 1. Staff recommended leaving the remaining \$321,433 in the project budget until the final GMP 1 was negotiated and possible cosmetic upgrades could be evaluated and discussed as a Phase 2 to the original project.

III. BID RESULTS

The District publicly advertised and received two (2) Statement of Qualifications (SOQ) from Brycon and McCuen Construction, Inc. Both SOQ's contained cost proposals for the Design Build Firm's Fixed Fee (for construction services) and the Design Build Firm's Construction Services Fee. McCuen's total proposal was \$760,000 with a Construction Services Fee of 26%. Brycon's total proposal was \$516,390 with a Construction Services Fee of 11.16%. With the increase to GMP 1 to \$559,012 for unforeseen costs in the development of the 100% Design, this is an increase of 7.6%, which is well within the project's budget and over \$200,000 lower than the other proposal for GMP 1.

The Board was notified at the meeting on April 12 that there may be a need to negotiate the final cost of the Design-Build contract, the final GMP, due to unforeseen conditions. Since there is a need for a modification to the GMP staff is returning to the Board with a revised contract amount for approval, which will be the final guaranteed maximum price - GMP 1.

IV. FINANCIAL IMPACT AND BUDGET

The Project's budget amount approved by the Board on April 12 was \$598,028, which included Brycon's estimated GMP (\$516,390), staff's internal time (\$30,000) as well as the District's construction contingency (\$51,843). The total approved budget for FY23/24 was \$919,472. Staff recommended at the time to leave the remaining \$321,433 in the project budget until the final GMP 1 was negotiated and possible cosmetic upgrades could be evaluated and discussed as a Phase 2 to the original project.

The following table depicts the final costs associated with Phase 1 and 2 of the Project:

Description	Cost
Brycon GMP 1	\$516,390
IVGID Internal - Phase 1	\$29,000
Construction Contingency - Phase 1	\$52,639
Current Approved Budget - Phase 1	\$598,029

Increase to GMP 1	\$42,622
Final GMP 1	\$559,012
Total Phase 1	\$640,051
Brycon GMP 2	\$205,875
IVGID Internal - Phase 2	\$30,000
Construction Contingency - Phase 2	\$20,000
Total Phase 2	\$255,875
Total FY23/24 Project Budget	\$919,472
Total Phase 1 and Phase 2	\$896,526

Construction contingencies held by the contractor will be returned to the District if not used. Also, the District's construction contingencies and staff time that are not used will not be billed to the project budget.

V. ALTERNATIVES

Not approve the proposed Phase 2 scope of work.

VI. COMMENTS

These agenda items need to be approved at the Aug. 9 meeting in order for construction of the project to continue and be completed by Diamond Peak's opening day.

VII. BUSINESS IMPACT/BENEFIT

Per the District's Strategic Plan, Long Range Principle #5, Assests and Infrastructure, the District will practice asset renewal, replacement and improvement to provide safe and superior long term services at recreation venues and facilities. Further strategies discuss maintaining, renewing and enhancing the District's infrastructure to meet the needs and desires of the community. The food service/scramble area is in need of renewal, enhancements, and updates. The addition of this phase of the Project meets those needs.

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

VIII. ATTACHMENTS

1. Project Data Sheet

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

The Board of Trustees makes a motion to:

1. Approve an increase to GMP 1 for Phase 1 of the Base Lodge Walk-In Cooler and Food Prep (Kitchen) Reconfiguration CIP #3453BD1806 in the amount of \$42,622, from \$516,390 to \$559,012.

2. Approve Phase 2 of the Base Lodge Walk-In Cooler and Food Prep (Kitchen) Reconfiguration CIP #3453BD1806 with a final GMP 2 of \$255,876.



Project Summary

Project Number:	3453BD1806
Title:	Base Lodge Walk In Cooler and Food Prep Reconfiguration (Kitchen)
Project Type:	D - Capital Improvement - Existing Facilities
Division:	53 - Food & Beverage
Budget Year:	2023
Finance Options:	
Asset Type:	BD - Buildings & Structures
Active:	Yes

Project Description
 This project will replace the aging walk-in cooler for the Diamond Peak Base Lodge Kitchen and reconfigure its location (in the back of house) to improve cold storage capacities, food preparation operations, and circulation throughout the kitchen. The project will include replacement of existing kitchen appliances where updates are required. External specialist consultants will complete the kitchen concept and final design.

Project Internal Staff
 IVGID Engineering staff will be responsible for Project management and procurement of external consultants to complete design of proposed improvements with support from Diamond Peak and Food & Beverage Staff. Following completion of the design phase, IVGID Engineering staff will facilitate bidding and construction management services for the construction of physical improvements.

Project Justification
 The existing walk-in cooler and the kitchen food prep area are undersized relative to current and future needs of the facility; additionally, there are existing appliances in the kitchen and service area that present operational complications reducing the level of service at peak times. The current kitchen layout also presents health and safety concerns as a result of the congested circulation throughout the kitchen. The project will create new access throughout the kitchen to eliminate congestion in areas of higher risk near hot line preparation.

Forecast			
Budget Year	Total Expense	Total Revenue	Difference
2023			
External Design Consultants & Review	90,000	0	90,000
Internal Project Management	20,000	0	20,000
Year Total	110,000	0	110,000
2024	\$478,557		
Construction	740,000	0	740,000
External Consultant & Inspection	30,000	0	30,000
Internal Project Management & Inspection	30,000	0	30,000
Year Total	800,000	\$321,443	800,000
	\$919,472	910,000	910,000

FY 22 Budget Carry-Over \$31,398

Approved at BOT 4/12/23

FY 23 Budget
 $\$110,000 + \$31,398 = \$141,398$
 $\$21,926 = \text{Internal Project Development Costs (FY 23)}$
 $\$141,398 - \$21,926 = \$119,472$
 $\$478,557 \text{ (requested budget augmentation)} + \$119,472 = \$598,029 \text{ (estimated project total)}$

Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2018			Engineering Manager	

FY 23/24 Approved Budget
 $\$598,029 \text{ (FY 23)} + \$321,443 \text{ (FY 24)} = \$919,472$

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim General Manager

FROM: Bobby Magee
Interim Director of Finance

SUBJECT: Authorize the General Manager to Enter Into a Contract With Baker Tilly In An Amount Not To Exceed \$125,000 for Accounting and Audit Support Services.

Approval of the Department of Finance Staffing Augmentation Plan in the amount of \$483,397.

Approval of an Appropriations Increase in the Total Amount of \$608,397 to Support the Staffing Augmentation Plan and the Baker Tilly Contract for Fiscal Year 2023-24, to be funded by the General Fund.

DATE: August 9, 2023

I. RECOMMENDATIONS

That the Board of Trustees make a motion to:

Approve a Contract with Baker Tilly for Accounting and Audit Support Services in an Amount Not to Exceed \$125,000.

That the Board of Trustees make a motion to:

Approve the Department of Finance Staffing Augmentation Plan in the amount of \$483,397.

That the Board of Trustees make a motion to:

Approve an Appropriations Increase in the Total Amount of \$608,397 to Support the Staffing Augmentation Plan and the Baker Tilly Contract for Fiscal Year 2023-24.

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

The Department of Finance is tasked with a wide-ranging series of financial tasks, including revenue, accounts payable, purchasing, budgeting, accounting, auditing, financial reporting, cash management, investment management, and support to internal departments. As the department has transitioned from the previous director to an interim director, an informal review of the workload / staff ratio has been conducted. The informal review included interviews with interested members of the Board of Trustees, the Interim General Manager, Human Resources Director, members of the Audit Committee, department heads, and staff both inside the Finance Department and within other departments. During these discussions it became evident that additional staff and other resources would be needed in order to fully complete the duties demanded by interested stakeholders in a timely fashion.

Current State of the Year-End Close and Audit Process

The Finance Department has completed an assessment of the year-end closing process. In summary, the District does not have the staffing resources to undertake and complete the year end close. The Controller position has remained vacant since the previous incumbent left the organization approximately six months ago. While the position has been under recruitment since it became vacant, a candidate pool has not been established due to a lack of qualified and interested candidates applying for the position. The Controller is a key leadership position for the agency, and with the vacancy the Senior Accountant’s duties have shifted to include support of the Controller activities. The trickle-down effect throughout the department caused many ongoing daily, weekly, and monthly activities to be incomplete. One of the most graphic examples of this is that monthly bank reconciliations for most accounts have not been completed since June 2022.

The Audit process typically involves an ongoing series of events that happen throughout the year, such as timely closing of monthly books, bank reconciliations, and application of internal controls. In addition, upon completion of the end of the

fiscal year, the Finance department undertakes a series of tasks designed to prepare the agency for its interactions with the external, independent Auditor.

The department has evaluated the current state of the audit, and estimates that the year-end closing process is approximately six to eight weeks behind schedule, given available staffing. No work has been completed on capital asset tracking, nor many of the planning activities needed to begin the audit process. To date, the June 2023 books have not been closed, and the process for closing the entire fiscal year has not begun. In addition, IVGID does not currently have any permanent employees who have experience supporting a governmental audit.

Contract with Baker Tilly for Accounting and Audit Support Services

In order to address the immediate needs related to the Accounting year-end close and related Audit processes, staff reached out to a number of qualified firms and individuals who may have the requisite experience to assist the IVGID team. While no one individual currently has capacity to operate in the role of Interim Controller, Baker Tilly was able to provide a team of individuals that could each take pieces of the Audit work and complete the tasks in a timely fashion. Given the immediate needs of the department, the recommended action is to bypass the normal Purchasing Request for Proposal process and enter into a contract with Baker Tilly for immediate assistance. Work will be billed on an hourly basis, with a not-to-exceed amount of \$125,000.

Finance Staffing Augmentation Plan

In addition to current workload stressors such as the annual Audit, the Finance Department is actively evaluating the need to provide more timely and accurate financial reports. Some of these reports include monthly financial transparency reports that are provided to the Board of Trustees and then placed on the District's website. The department also has a lengthy list of special projects that it wishes to address to be in accordance with industry best practices, some of which include a review of the District's punch card system and related accounting practices, a review and update of internal controls standard operating procedures, redesign of the methodology for presentation of the budget, and design of new reports and methodologies for demonstrating the financial status of individual operating areas.

As previously mentioned, a candidate pool for the Controller position has not been established despite the advertising and recruitments of the Human Resources department. In conducting outreach to potential candidates, the feedback received is that the salary range is not currently commensurate with industry norms. The Finance Department, working in conjunction with Human Resources, began to research what other similar agencies in the area are compensating similar type of positions. As a result, part one of the recommended action of the Staffing

Augmentation Plan is to change the Controller salary grade from a Grade 33 to a Grade 36. The impact of this action would be to add approximately \$22,095 annually at the high-point of the salary grade. Staff believes that the salary adjustment, combined with an update to the job flyer indicating the ability to telecommute part time, will create a demand for the position among interested and qualified candidates.

Part two of the Staffing Augmentation Plan is to add an Assistant Finance Director position, recommended at salary Grade 40. The recommended new position would immediately assist the Finance Director with the overall management of the department's day to day activities and provide significant ongoing assistance with special projects that have already been identified by individual Board members, Audit Committee members, and the internal executive staff. The ongoing needs of a high-level position to assist the Director include providing capacity for executive review and oversight of financial reports prior to their release to the Board, the public, and the State of Nevada; assistance with creating accurate and more timely financial reports; directed activities and reporting back to the Board of Trustees and the Audit Committee; assistance with a new budget process and related reporting model which will make the annual budget easier to understand; and the development, oversight, and adherence to new internal calendars designed to ensure projects remain on track. The estimated fully burdened cost of this position is \$256,626.

Part three of the Staffing Augmentation Plan is to add an Internal Auditor, recommended at salary Grade 33. The Internal Auditor position would focus on daily, ongoing testing of financial transactions and financial reporting to ensure strict adherence to internal control mechanisms. This position would provide periodic reports to executive management on its findings, and make recommendations for process improvements. The estimated fully burdened cost of this position is \$182,376.

Part four of the Staffing Augmentation Plan is to change the salary grade of the Director of Finance position from Grade 42 to Grade 44. This recommended action will bring the salary up to industry norms as the District continues to look for a permanent Director of Finance. The impact of this action would be to add approximately \$22,300 annually at the high-point of the salary grade.

VI. FINANCIAL IMPACT AND BUDGET

The recommended actions have a total effect to the General Fund of \$608,397 in fiscal year 2023-24. Of this amount, \$125,000 is one-time only funds.

Action	Appropriation
--------	---------------

Baker Tilly Contract	\$125,000
Staffing Augmentation	\$483,397
Total Appropriation Increase	\$608,397

V. ALTERNATIVES

The Board could choose to direct staff to work within existing resources; the risk to this strategy would be missing the deadline for filing the Audit with the State. Additional risk in not approving the staffing augmentation would be to continue on the current business activities with the understanding that many of the best practices identified would be delayed or not implemented in order to complete routine daily tasks.

July 31, 2023

Baker Tilly US, LLP
 2570 West Camino Real, Suite 640
 Mountain View, CA 94040
 T: +1 (949) 809 5588
 bakertilly.com

Mr. Mike L. Bandelin
 Interim General Manager
 Incline Village General Improvement District
 893 Southwood Road
 Incline Village, NV 89451

Delivered electronically

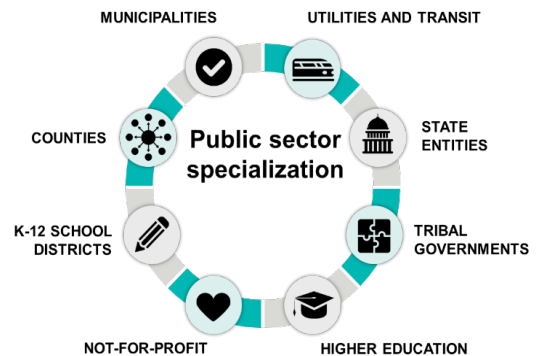
Dear Mr. Bandelin:

Thank you for the opportunity to submit a proposal to provide interim accounting assistance to the Incline Village General Improvement District (the District). Baker Tilly has the expertise and skills necessary to provide this assistance, and we would be pleased to do so. We have provided you with a team who can provide you with the support you need.

Before we describe our approach, we would like to tell you about Baker Tilly.

Meeting your needs with our resources

Local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other industries. Recognizing this complexity, we are eager to serve as a truly valued advisor to the public sector. Nationwide, our state and local government practice serves nearly 4,000 state and local governmental entities, including school districts, municipalities, counties, public utilities and transit organizations. We have a specific mission to help local government leaders improve their service to the public. We have worked with cities, counties, towns, and special districts of all sizes across the United States to help them work more effectively and run more efficiently.



Celebrating our combination with Management Partners

Last year, Management Partners combined with Baker Tilly to create a premier public sector consulting practice. This combination adds a unique and significant layer of experience to Baker Tilly’s robust public sector practice. Our project team members are former local government leaders and managers from all operational facets. They have nearly three decades of field-tested techniques and proven methodologies.



OUR COMBINED SERVICES INCLUDE:

- | | | |
|---|---|--|
| <ul style="list-style-type: none"> Executive recruitment Executive coaching Executive performance assessment Organization assessments Organization development | <ul style="list-style-type: none"> Performance management Process improvement Strategic and business planning Planning and economic development | <ul style="list-style-type: none"> Service sharing and service consolidation Management services Financial planning, budgeting and analysis |
|---|---|--|

Understanding of the engagement

The District is currently short-staffed in the finance department due to several vacancies. It is expected to take several months or more to complete recruitment. During that period, there is a need for additional accounting assistance. Tasks assigned to our proposed team members include bank reconciliations, accounts payable, capital assets, long-term debt, audit worksheets, and other accounting functions as directed by the interim Finance Director.

The following individuals can support the Finance Department until the vacancies have been filled.

Carol Jacobs – Managing Director



Carol will serve as engagement leader, overseeing the work of the practitioners assisting Incline Village. Carol has held a wide range of roles across local government and consulting, including multiple stints as a city manager, and served most recently as assistant city manager of the City of Newport Beach, California. Carol's consulting experience includes managing a financial solutions practice area that served local governments, with responsibility for managing client needs, preparing financial studies, and conducting management and organizational reviews.

Chris Bigham, CPA – Special Advisor



Christopher A. Bigham, CPA, Special Advisor, has over 30 years of municipal experience specializing in budget development, financial reporting, decision making, process improvement and relationship building to effectively get the job done. Christopher takes a proactive and positive approach to decision making, impacting others around him to excel. He leads by example with a tone at the top style of management. Christopher served as the assistant city manager and budget director in a dual role responsible for an all-funds budget of \$1.4 billion. He has extensive experience in strategic planning, process improvement, and community engagement.

Andrew Gill, CPA – Senior Manager



Andrew is a senior assurance manager with Baker Tilly's Arizona audit practice. He joined the firm in 2012 and specializes in evaluating internal controls and operations to help organizations strengthen their internal control structure. He ensures that clients have the right processes and controls in place to easily monitor operations, improve efficiency and ultimately, meet their goals. Andrew is a member of the American Institute of Certified Public Accountants (AICPA), the Arizona Society of Certified Public Accountants (ASCPA) and the Institute of Internal Auditors (IIA). He earned a bachelor's degree in accounting from Oklahoma Christian University.

Noemi Barter, CPA – Manager



Noemi joined the firm in 2019 and is a member of Baker Tilly's Arizona assurance and audit practice. She specializes in audits, reviews, compilations, accounting and bookkeeping services for the government industry. She has more than 13 years of experience in government audits throughout several different industries. Noemi is a member of the American Institute of Certified Public Accountants (AICPA) and the Arizona Society of Certified Public Accountants (ASCPA). She earned a bachelor's degree from Ohio State University and a master's degree in accountancy from Golden Gate University.

Incline Village General Improvement District
July 31, 2023

Professional fee

Baker Tilly proposes a not to exceed fee of \$125,000. The following rates apply to the staff:

TEAM MEMBER	HOURLY RATE
Carol Jacobs	\$295
Chris Bigham	\$175
Andrew Gill	\$225
Noemi Barter	\$225

Conclusion

The Incline Village, General Improvement District, is a valued client of Baker Tilly, and we look forward to assisting you with this important work. Thank you for the opportunity to make tangible contributions to your success. Our team is excited to work with you, and we look forward to discussing your questions and feedback. Please get in touch with me at (949) 809-5588 or carol.jacobs@bakertilly.com if you have any questions about our proposal.

Sincerely,



Carol Jacobs, Managing Director
Baker Tilly US, LLP
+1 (949) 809 5588 | carol.jacobs@bakertilly.com

Accepted for the Incline Village General Improvement District by:

Name: _____

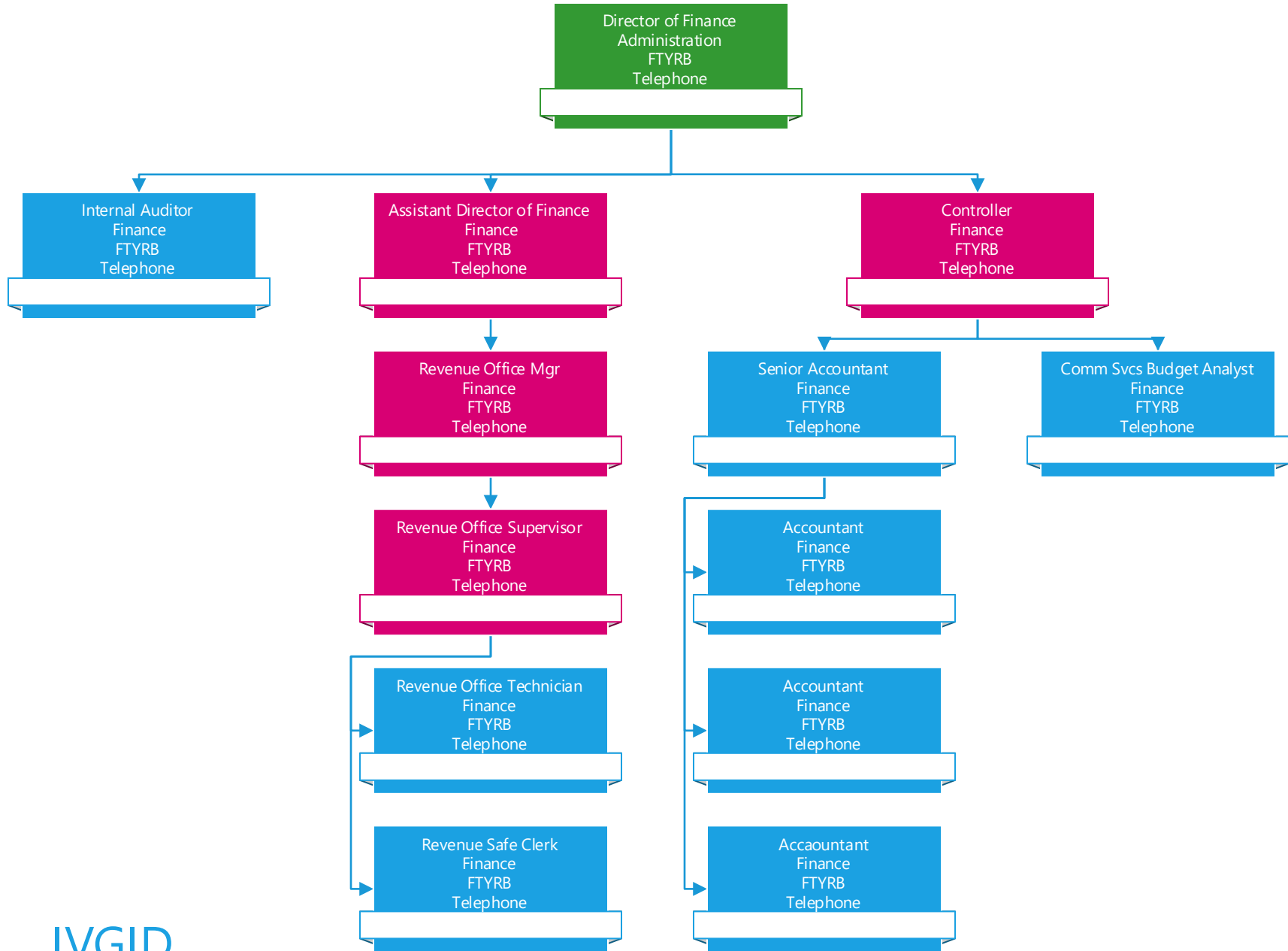
Title: _____

Date: _____

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Finance



MEMORANDUM

TO: Board of Trustees

FROM: Matthew Dent
Chairman

SUBJECT: Review, discuss, and provide feedback regarding the updates to the Board of Trustees Frequently Asked Questions (FAQs) to be shared with the community and on the District website

**RELATED STRATEGIC:
PLAN INITIATIVE(S)** Long Range Principle #7 - Communication

DATE: July 16, 2023

I. RECOMMENDATION

The Board of Trustees makes a motion to approve Board of Trustees Frequently Asked Questions (FAQs) as presented to be shared with the community and on the District website

II. BACKGROUND

At the June 28th Board of Trustees meeting, the Board of Trustees had a discussion around communications. One of the suggestions for improving communication or messaging after a decision centered around addressing some of the rumors circulating. The Board of Trustees Chairman was directed to bring forward a list of FAQ's as a starting point so the Board of Trustees can speak to these issues with one voice. These topics range from claims about individual Trustees, the Recreation Fee, previous Board decisions, golf rates, etc.

At the meeting on July 12th, the Board discussed many edits and recommended revisions. After reviewing LiveStream, the attached document has been updated to reflect the modifications requested.

III. BID RESULTS

Not applicable to this agenda item.

IV. FINANCIAL IMPACT AND BUDGET

Not applicable to this agenda item.

V. ALTERNATIVES

Not applicable to this agenda item.

VI. COMMENTS

No additional comments at this time.

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

Improve communications between the Board of Trustees and the community and District Staff.

VIII. BUSINESS IMPACT

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

VIII. ATTACHMENTS

FAQ attachment

X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

The Board of Trustees needs to decide if the attached list is approved for posting on the District's website under Board of Trustees Meetings and Agendas.

IVGID Board of Trustees Frequently Asked Questions (FAQs)

1. RUMOR: **Not all Trustees live in Incline Village.** FACT: It is a requirement to live in Incline Village/Crystal Bay to be a Trustee. When Trustees are unable to personally attend the meetings due to travel or conflicts, the Chair is informed as whether the Trustee will attend virtually or will be absent. Per Policy 3.1, .05 “When using virtual technology, so long as there is adequate internet service, the Trustee must be on camera to qualify for voting.”
2. RUMOR: **There are Trustees who have committed Ethics violations.** FACT: At the time of this FAQ, no Trustee has been determined to have committed an Ethic Violation. BACKGROUND: Anyone may file a complaint to the Nevada Commission on Ethics. Filed complaints are not public record until the commission investigates and asserts jurisdiction. If the commission determines a complaint **does not** warrant an investigation, the person with the complaint filed against them has **no knowledge** of the filed complaint. If someone publicly shares their filed complaint, this does not necessarily indicate that a violation has occurred. This is determined by the Nevada Commission on Ethics. [A flowchart on the complaint process is available at: https://ethics.nv.gov/uploadedFiles/ethicsnv.gov/content/Resources/20171012_Complaint%20Process%20Flow%20Chart.pdf](https://ethics.nv.gov/uploadedFiles/ethicsnv.gov/content/Resources/20171012_Complaint%20Process%20Flow%20Chart.pdf).
3. RUMOR: **The District has a 30-40% employee vacancy rate.** FACT: At the time of this FAQ, the vacancy rate is 8.57%. To be informative and not static in time, the Director of HR will produce a monthly report on vacancy rates for the Board and the public.
4. RUMOR: **The Board is intending to privatize the venues.** FACT: No, this is false. The Board has never had discussions or a strategy to privatize the venues. The Board directed staff through the budget process to reduce budgets and stop overbudgeting. The goal of this is to truly understand what is needed for operations and capital. The Board views the venues as assets to the community and to property values. The Board is unclear what “privatizing” means. If it is outsourcing, the Board has never discussed outsourcing any venue.
5. RUMOR: **This Board changed or is changing “the model.”** FACT: No, from the Board’s perspective, “the model” is not, and has not changed. “The model”, as the Board views it, is for all Community Services venues, including Diamond Peak, the golf courses, the Recreation Center, and Tennis Center, to be funded through venue charges for services, profit sharing and if needed, the Recreation Fee assessed to parcel owners on an annual basis. The profit sharing from one venue to help support the

operations of other venues is as it has historically been done. The Board had lengthy discussions on golf rates and the pricing policy, however those discussions didn't include requiring the golf courses to be financially self-sufficient. The Board did move parks from Community Services to the General Fund since they are venues open to the general public and therefore will be funded through tax revenue instead of the recreation fee or profits from Diamond Peak.

6. RUMOR: **This Board interfered with properties held in LLC's, corporations and trusts from obtaining their Recreation Cards.** FACT: No, this is false. In May of 2022, the previous Board approved changes to Ordinance 7 with a 5-0 vote. There was confusion by staff with the implementation of Agent assignments for LLC's and corporations which was discovered in May of this year. The General Manager had been informed there were no issues with properties held in Trusts, however for some unknown reason, they too were impacted by the delay. Upon discovery of the issue, staff and District Legal Counsel requested input from Special Legal Counsel. This delayed card issuance by roughly two weeks. The issue has been resolved and staff started administering the privileges per Ord 7. The agent assignments were implemented to remove staff from being a 'concierge' to the entities in a similar manner to the changes made to how cards are issued for timeshares.
7. RUMOR: **Does lowering the Beach/Rec Fee lower property values.** RESPONSE: It is unclear whether the Recreation Fee has no direct correlation to property values and seems unclear that there is. The Recreation Fee is purely a standby services charge and the amount is projected annually to fund venue operations and capital improvements. The District has sufficient funds for both operations and capital improvements resulting in the lack of need or justification for collection of funds from parcel owners per Nevada Revised Statutes. All 5 Board members were in favor of lowering the Recreation Fee, the two options discussed would have decreased the Fee by \$225 or \$325, this led to a 3-2 vote. Every parcel/multi-residential unit will see a savings of \$325 on their Washoe County property tax bill. There was a goal by June 30, 2023, for staff to have a recommendation for a punch card replacement strategy. The meeting where you may see the discussion on the fees may be viewed on [LiveStream](#) beginning at 2:03.
8. RUMOR: **The reduction of the value of the punch cards is infringing on property rights.** FACT: No, it has no impact or change to property rights. All parcels/multi-residential units are being provided equal access, which was a primary goal of the Ordinance 7 committee. The value of a punch card

is simply 1/5th the value of the Recreation/Beach Fees and is a function of fees needed or not needed to fund venue operations and capital improvements. Picture Pass holders may pay, by credit card, for their guests. They do not need to use their punch cards.

9. RUMOR: **The Board sets golf rates.** FACT: No, the Board **approves** the rates. Staff conduct analysis, uses the Pricing Policy, and the golf committee recommendations to formulate rate recommendations for the Board's consideration. However, this year, the Board formulated the rates and limitations of the All You Can Play pass and the change in the cancellation policy. This was an anomaly that has not been done in years past. The cancellation policy was rescinded on July 12th, 2023. Staff has been recommending the elimination of the All You Can Play passes for the past 2 years. This year there were a few meetings discussing golf rates due to the lack of detailed financial analysis. The final meeting, on May 8th, provided the Board and the community with more detailed information on the 5-year financial performance of golf, golf food & beverage and the Pro Shops.
10. RUMOR: **The Golf cancellation policy was created by this Board.** FACT: Yes and no. There has been a cancellation policy for several years. At the May 8th meeting, the Board lengthened the cancellation policy from 72 hours to 120 hours in a large part due to the unknown impacts of eliminating the reservation fee charged to Passholders for reservations more than 2 weeks in advance. On July 6th, the Board, due to staff's assessment of the reservations and course utilization, the policy was **reverted to the prior 72-hour cancellation policy.**
11. RUMOR: This Board implemented or changed the pricing policy? FACT: No this is false, the current Board has not implemented or changed the policy. In November 2021, the Board was presented Pricing Policy 6.2.00 which was later approved at the March 2022 Board meeting. This policy was later revised in August 2022 to the current version.
12. RUMOR: **The District had a \$25M Grant for the Recreation Center Expansion.** FACT: No, Board member ever voted for or against a \$25M grant. At their meeting on 7/27/22, the Board approved an agreement with the Foundation for no more than **\$2,415,000 for design and preconstruction services.** The agreement stated there was **"No Commitment: Neither party commits to the construction of the Expansion"**.

At the meeting 9/14/22 there were 2 agenda items; 1 for the modified design and 1 for the letter of support. The design agenda item had no reference to

unanimous support whereas the [letter was clear](#). The design passed 4-1 with Trustee Schmitz dissenting and requesting the Board appropriate funds to construct the project as originally designed, rather than reducing the scope that eliminated the multi-use gym and reduced the size of the youth areas. After the design vote, the Board voted 5-0 to approve the letter of unanimous support for the project. Chair Callicrate thanked the Foundation for their generous donation. Plans were submitted to TRPA the next morning. A day later, the Foundation verbally terminated the contract. While the contract allowed for a “cure”, the Board took no action. Click [here](#) for the meeting minutes.

There was a meeting on 10/24/2022 where the timeline and lessons learned were discussed. Click [here](#) for the meeting minutes.

13. QUESTION: ***What rules govern IVGID?*** As a general improvement district, IVGID is a quasi-municipal corporation subject to NRS 318. IVGID provides water, sewer, solid waste, and recreational services within its service area. As a public agency, IVGID is subject to other laws applicable to local governments in Nevada. This includes the Open Meeting Law, Ethics Law, and Public Records Act.
14. QUESTION: ***Why doesn't the Board simply make changes to the Beach Deed to ease the requirements for access?*** *Response is presently under legal review.*
15. QUESTION: ***Who determined that our recreation passes should be shown everywhere?*** It was the Board of Trustees, not Staff, who requested that all picture passes be shown at IVGID venues in order to receive the appropriate discount and this included the Chateau Grille.

MEMORANDUM

TO: Board of Trustees

THROUGH: Chairman Matthew Dent

FROM: Sara Schmitz, Trustee

SUBJECT: Review, discuss and possibly prioritize and provide direction to staff for the incomplete goals identified by the prior Board of Trustees and budgeted initiatives from the 2021-23 Strategic Plan

DATE: July 13, 2023

I. RECOMMENDATION

It is recommended the Board of Trustees provides direction to staff on the prioritization of incomplete budgeted initiatives and goals.

II. BACKGROUND

Staff developed the 2021-23 Strategic Plan and identified specific Budgeted Initiatives to be completed by June 30, 2023. Additionally, the prior board identified specific measurable goals to be accomplished. Attached are the two documents for review.

III. DECISION POINTS

Below is the list of incomplete goals as identified by the prior board. The board is requested to review each item and determine if it is still a goal to be completed and identify a level of priority (1-4 with 1 being the highest priority). Goals that are in-progress are not listed below (see the attached complete list).

Internal Controls:

- Using the District's multi-year strategic plan:
 - Identify the annual goals and objectives by venue/operations.
 - Collaborate with the Senior Leadership team to evaluate current processes and controls.
 - Identify deficiencies and oversee process improvements.

Contract and Project Management:

- Ensure all contracts/MOU's are reviewed by the Board of Trustees on an annual/periodic basis.
- Provide the Board design and cost alternatives for the building of a new beach house at Incline Beach. **Chair Dent leading effort to bring to the board in July.**
- Provide the Board a plan for discussion and further direction for an updated Diamond Peak Master Plan. From the Strategic Plan Update: Staff has deferred the proposed summer 2022 Diamond Peak Master Plan review advisory committee meetings until late fall to mid-winter.
- Provide the Board with an implementation plan and budget for the creation of a new dog park. This should include the anticipated budget for ongoing operational and capital maintenance costs. **The Director of Parks and Recreation is intending to bring design options to the board at the end of July.**
- Provide the Board with cost estimates and options for improvement of the beach ingress/egress. **The project closure report clarified that the deliverable wasn't what the board requested; it was a primarily a traffic study.**

Implement and evaluate revisions to Ordinance 7:

- Further refine, if necessary, Ordinance 7 and recommend for review and approval by the Board potential procedural changes.
- Formulate a recommendation and present to the Board a strategy for punch card provisions.

Below are the identified budgeted initiatives from the Strategic Plan that have not been completed. The board is requested to provide feedback to staff on the priority of the initiatives. Any initiatives that are "ongoing" have been excluded from the list below. Examples include working with the District's Federal Lobbyist, Nevada League of Cities, and Local Government Agencies to procure potential federal infrastructure money including the United States Army Corps of Engineers.

#7 Governance

1. Implement Civic Clerk – Is there work to complete for the Trustees?
2. Update process to administer requests for public records while ensuring compliance with the Nevada Public Records Act. At present, District Counsel is working on the policy and once that is formally presented and adopted, by the Board of Trustees, it will be posted on the website.

#6 Communications

1. Continue to administer venue and parcel owner and customer surveys related to key matters and initiatives.
2. Provide informative and timely releases of information to our parcel owners and customers. At present, meeting synopsis are being sent. Additionally, in lieu of what was learned from the November 2022 boil order notice to a small number of parcels, Staff is working on an improved communication plan to notify and educate our parcel owners. Staff is also working on increasing the frequency of venue eflyers.
3. Host Board of Trustees Community Workshops related to key District matters as scheduled by the Board of Trustees. These have not been scheduled.

#5 Assets and Infrastructure

1. Develop Comprehensive Capital Plan for IVGID Beach Properties aligning with the Beaches Master Plan.
2. Complete evaluation of the options and provide a recommended timeline and methodology for the reconstruction of Ski Way.

#4 Workforce

1. Partner with the Recreation Center Management Team to develop Health and Wellness strategies for District employees; monitor programs to evaluate an overall reduction in absenteeism related to illness, reduced insurance usage, improved employee morale, and increased employee engagement. – PLACED ON HOLD.

#3 Finance

1. Implement transition to new Tyler/Munis enterprise financial system to enhance management and oversight of internal controls, District finances, improve workflow process and strengthen internal controls. **EXPECTED TO BE COMPLETE IN JULY.**
2. Complete comprehensive review of District's internal control policies and procedures to ensure sound fiscal management, integrity of financial information and safeguard the District's assets and financial resources. *The last update in the strategic plan states: "Strengthening internal controls is also a major focus of the project to transition to the Tyler/Munis financial system, effective July 1, 2022".*
3. Work with Board of Trustees to implement District-wide pricing policy, to ensure desired cost recovery and policy-driven differential pricing for parcel owners and customers. *While the Strategic Plan states this is complete, based on recent board discussion, there may be additional work needed.*

#1 Service

1. Utilize employee surveys to further define areas of improvement as well as celebrate successes. The latest Strategic Plan update states "Developing an employee satisfaction survey for Community Services venues".

2. Seek service specific community feedback to determine parcel owner and customer satisfaction and implement into overall business models. The latest Strategic Plan updates states “Recreation Center and Tennis Pickleball Center to launch customer satisfaction surveys in spring of 2023. Ski and Golf provide an annual end of season customer service satisfaction survey.”
3. Understand, communicate and demonstrate documented service level baselines at each venue and facility. The emphasis is on providing the best, most consistent customer experiences. The latest Strategic Plan update states “Continuing to take Board direction and evaluating where service levels may be adjusted”.

IV. ALTERNATIVES

As the board sees fit.

V. COMMENTS

None.

VI. BUSINESS IMPACT/BENEFIT

To provide clear direction to staff on the board’s priorities.

VII. ATTACHMENTS

See the attached documents including the 2021-23 Strategic Plan and the list of goals.

Below is a subset of the list of the 2022-23 goals as identified by the prior board. The items highlighted in yellow have not been completed. I request the board provide direction to staff to place the items on the long range calendar, not the parking lot, so as to move the efforts forward. The blue highlights identify action taken by the board to move initiatives forward.

2. Internal Controls:

- *Using the District's multi-year strategic plan:*
 - *Identify the annual goals and objectives by venue/operations.*
 - *Collaborate with the Senior Leadership team to evaluate current processes and controls.*
 - *Identify deficiencies and oversee process improvements.*
 - *Identify and recommend, for Board review and possible approval, a consultant to lead the Board of Trustees (in 2023) through a strategic planning process. Action taken by the board with Moss Adams.*
- *Evaluate updated processes and policies to ensure compliance with District policies, practices, ordinances and resolutions. Part of the Moss Adams Engagement.*
 - *For revised or retired policies, agendaize information for Board of Trustee approval as required or appropriate.*

3. Contract and Project Management:

- *Ensure all contracts/MOU's are reviewed by the Board of Trustees on an annual/periodic basis. This has been a work in progress since September 2021.*
- *Embark on the replacement of the Effluent Pipeline project with a defined funding plan through the project's completion.*
- *Embark on the WRRF Pond 1 effluent holding pond alternative implementation.*
- *Provide the Board design and cost alternatives for the building of a new beach house at Incline Beach. Chair Dent leading effort to bring to the board in July.*
- *Provide the Board a plan for discussion and further direction for an updated Diamond Peak Master Plan.*
- *Provide the Board an implementation plan and budget for the creation of a new dog park. This should include the anticipated budget for ongoing operational and capital maintenance costs. The Director of Parks and Recreation is intending to bring design options to the board at the end of July.*
- *Provide the Board with cost estimates and options for improvement of the beach ingress/egress. The project closure report clarified the deliverable wasn't what the board requested; it was a primarily a traffic study.*
- *Complete projects identified and approved for 2023 in the 5-year CIP/Maintenance plans. Below is a list of the significant projects identified to be completed:*
 - *The utility infrastructure master plan with budgetary refinements, as needed. In Progress*
 - *Water main replacement – Crystal Peak – In Progress*
 - *Sewer Pump Station #1 Improvements – Yet to Begin*
 - *Mountain Cart Path Phase II – In Progress*
 - *Diamond Peak RFID Gantries - Complete*

4. Implement and evaluate revisions to Ordinance 7:

- *Evaluate and monitor effectiveness of proposed revisions; provide feedback to Board after each season to discuss and determine if further revisions are needed.*
- *Further refine, if necessary, Ordinance 7 and recommend for review and approval by the Board potential procedural changes.*
- *Formulate a recommendation and present to the Board a strategy for punch card provisions.*

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
District General Manager

SUBJECT: General Manager's Status Report
Prepared for the meeting of July 12, 2023

DATE: July 5, 2023

Shown below is a progress update to the District Strategic Plan which was adopted by the Board of Trustees in September 2021. It is updated by Budgeted Initiatives for 2021 – 2023 with the update in brown text.



Strategic Plan
Fiscal Years 2021/2022 and 2022/2023
Adopted September 2021
Progress Update (May 2022)
Progress Update (December 2022)
Progress Update (June 2023)

LONG-RANGE PRINCIPLES

LONG RANGE PRINCIPLE #1 - SERVICE

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

LONG RANGE PRINCIPLE #2 – RESOURCES AND ENVIRONMENT

Initiating and maintaining effective practices of environmental sustainability for a healthy environment, a strong community and a lasting legacy.

LONG RANGE PRINCIPLE #3 - FINANCE

The District will ensure fiscal responsibility and sustainability of service capacities through prudent fiscal management and maintaining effective financial policies for internal controls, operating budgets, fund balances, capital improvement and debt management.

LONG RANGE PRINCIPLE #4 - WORKFORCE

Attract, maintain and retain a highly qualified, motivated and productive workforce to meet the needs of district venues, facilities, services and operations.

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

LONG RANGE PRINCIPLE #6 - COMMUNICATION

The District will engage, interact and educate to promote understanding of the venues, facilities, services, and ongoing affairs.

LONG RANGE PRINCIPLE #7 - GOVERNANCE

The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for

fiscal and environmental sustainability through collaboration, civic participation, and transparency.

LONG RANGE PRINCIPLE #1 - SERVICE

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

Strategies *defined as how we envision accomplishing this objective(s)*

- Provide well-defined customer service consistent with fiscal goals, and parcel owner and customer expectations.
- Utilize best practice standards for delivery of services and re-evaluate every year.
- Apply Performance Management to meet and/or exceed established venue customer service expectations.
- Commit to continuous improvement through evaluation of parcel owner and customer loyalty/satisfaction.
- Maintain customer service training and resources for new, returning and existing employees.

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Enhance and evaluate metrics through key performance indicators for each venue, facility, and service.
2. Enhance specific performance indicators to evaluate parcel owner and customer loyalty/satisfaction.
3. Work with the parcel owners and customers to establish a sustainable long term financial and service model for all the District's venues, facilities and services starting with golf (2021-22).
4. Analyze the net effect of documented customer service levels on the District services and operations and apply changes as needed.
5. Utilize venue and/or community surveys to evaluate and measure customer service as it relates to service demands.

6. Execute the short and long term strategy as they relate to various district venue and facility master plans and studies as the roadmap for the future.
7. Improve the comprehensive Standard Operating Procedures manuals for each venue and facility and update as appropriate.

Budgeted Initiatives for 2021 - 2023 – defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies

- A. Assess how services are impacted by recruitment challenges based on the current hiring environment and develop strategies to limit these impacts.

Reported on April 26, 2022 – In progress. Services levels are directly related to staffing levels and with the current recruitment issues staffing is at a minimum. Strategies being utilized to limit impact to and provide optimum service levels include:

- formation of Staff committees to work with HR to help bolster recruitment and retention options
- reorganization of staffing models
- review of current wage structure
- improvement and protection of employee benefits and privileges

Working with Human Resources, continue to evaluate venue needs to develop strong recruitment and retention initiatives.

Ongoing: Recruitment and retention committees continue to meet with HR to improve employee recruitment packages. On retention, management staff and HR recently met to discuss possible updates to the annual evaluation process. Golf Operations has reorganized staffing at Mountain Course and employee benefits is still at the forefront for all venues.

A presentation was made to the Board of Trustees.

- B. Each venue has time budgeted for new, returning and existing employees to participate in Customer Service Training to include department/venue specific orientations/trainings.

Reported on April 19, 2022 - Proposed FY2023 Budget. Strategies include training hours within personnel expenses as provided in the FY 2022 2023 budget. Partnering with Human Resources, provide feedback for assessment and evaluation of efficacy of training and suggestions for updates to better address staff's customer service training needs.

Working with HR to improved venue onboarding processes as well internal and external staff training and growth opportunities as the budget permits. The District as a whole is looking at ways to improve and updating our CST classes.

Ongoing

- C. Understand, communicate and demonstrate documented service level baselines at each venue and facility. The emphasis is on providing the best, most consistent customer experiences.
Reported on April 18, 2022 - In progress. Staff intends to deliver documented service levels by venue and facility as provided in the FY 2022 2023 budget.
In progress and all venues continue to provide the best possible service while staffing levels are at below optimal levels.
Continuing to take Board direction and evaluating where service levels may be adjusted.
- D. The District is continuing the Customer Care program for all of Community Services including the beaches, which includes empowerment for any actions that generate a hard cost to remedy a customer satisfaction issue.
Utilization of this program continues at each venue.
Increase staff training of Customer Care program the value of empowerment in remedying customer satisfaction issues.
Ongoing
- E. Seek service specific community feedback to determine parcel owner and customer satisfaction and implement into overall business models.
Reported on April 18, 2022 - In progress. Staff is actively utilizing Alchemer to survey customer satisfaction, gather community input and implement it into current business models.
Recreation Center and Tennis Pickleball Center to launch customer satisfaction surveys in spring of 2023. Ski and Golf provide an annual end of season customer service satisfaction survey.
- F. Utilize employee surveys to further define areas of improvement as well as celebrate successes.
Reported on April 26, 2022 - In progress. Staff is utilizing the Alchemer survey tool.
Developing an employee satisfaction survey for Community Services venues.

LONG RANGE PRINCIPLE #2 – RESOURCES AND ENVIRONMENT

Initiating and maintaining effective practices of environmental sustainability for a healthy environment, a strong community and a lasting legacy.

Strategies *defined as how we envision accomplishing this objective(s)*

- Protect Lake Tahoe and other water sources in the Basin to remain viable sources of drinking water.
- Protect Lake Tahoe as a drinking source through programs, projects, and events that eliminate trash, hazardous waste, and contaminants from entering the watershed.
- Support integrated regional strategies for the planning, design, construction and implementation of water system infrastructure for fire suppression.
- Meet or exceed Federal, State, County and District requirements in the protection of our resources and environment in achieving sustainability.

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Execute the goals of the Tahoe Water Suppliers Association to meet Federal, State and Local applicable requirements for filtration avoidance and other pertinent requirements; promulgated by the Surface Water Treatment Rule and its amendments.
2. Promote responsible use of water as a valuable natural resource. Protect Lake Tahoe as a drinking source through programs, projects and events that eliminate trash, hazardous waste and contaminants from entering the watershed.
3. Continue Legislative Advocacy efforts at the Federal, State and County Government level to support appropriations for water and wastewater infrastructure improvements that support Principle #2 and Principle #5.
4. Participate in the Lake Tahoe Community Fire Prevention Partnership in working with Regional Fire Districts to improve fire suppression in the Tahoe Basin.
5. Enter into available Grant Agreements with the South Tahoe Public Utility District as a member of the Lake Tahoe Community Fire Prevention Partnership.
6. Complete an annual Sustainability Report for Departments in order to responsibly manage resources under IVGID's care, protect public health and balance its social and environmental duties to the citizens and community.
7. Maximize energy efficiency by making improvements at District venues and facilities.

Budgeted Initiatives for 2021 - 2023 *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Operate a residential drop-off household hazardous waste and electronic waste facility or events to reduce the amount of hazardous materials entering the waste stream and help to prevent illegal dumping in order to protect the Lake Tahoe watershed.

The program continues to be operational from mid-April to mid-November with residents making appointments to drop-off their items. Approximately 20 ton of household hazardous waste and electronic waste are collected annually.

Approximately 600 customers are served annually, collecting 20-23 tons of household hazardous waste and electronic waste for proper disposal. An RFQ for enhanced services is currently advertised and proposals are due in March 2023.

- B. Continue membership and leadership in the Tahoe Water Suppliers Association and provide IVGID employee support as the Association Director to execute the goals of the Association.

District Staff continue to support the TWSA at the Director level with support from other IVGID staff. Efforts continue to support environmental protections of Lake Tahoe as a source for water in the basin. Staff has been reviewing data from the Tahoe Keys herbicide weed control pilot project and providing TWSA members with summary information. Through TWSA, the Director will be supporting efforts to implement the plastic water bottle ban (less than 1 gallon) by the City of South Lake Tahoe.

District Staff continue to support the TWSA at the Director level with support from other IVGID staff. Focused efforts continue to support environmental protections of Lake Tahoe as a source for water in the basin. Staff has been reviewing data from the Tahoe Keys herbicide weed control pilot project and providing TWSA members with summary information. Through TWSA, the Director is supporting efforts of the plastic water bottle ban (less than 1 gallon) by the City of South Lake Tahoe with Drink Tahoe Tap outreach messaging .

- C. Work with regional agencies on programs to reduce trash and micro-plastics from entering the Lake Tahoe watershed.

Continuing the multi-jurisdictional partnership with Clean Tahoe to address solid waste issues and litter in the District. Continue hosting of volunteer cleanups in partnership with the IVCBA, League to Save Lake Tahoe and other agencies.

Continuing the multi-jurisdictional partnership with Clean Tahoe to address solid waste issues and litter in the District. Continue hosting of volunteer cleanups in

partnership with the IVCBA, League to Save Lake Tahoe and other agencies. Bear Smart education and trash enforcement programs provide community with best practices support.

Continued collaboration with researchers/staff at Tahoe Environmental Research Center and Desert Research Institute on micro-plastics in freshwater.

A TWSA supported TERC research report was released March 2023.

- D. In partnership with the North Lake Tahoe Fire Protection District, protect District lands and the Lake Tahoe Basin watershed by performing defensible space best management practices.

For FY22 an amount of \$200,000 was budgeted to support the Fire Department defensible space efforts.

For FY22 an amount of \$200,000 was budgeted to support the Fire Department defensible space efforts. This amount is budgeted annually to sustain long-term defensible space management of the District infrastructure.

Increased collaboration on outreach to property owners on 1) hazards of hot coals and 2) providing green waste yard collection and green waste chipping options.

- E. Prioritizing tree maintenance and vegetation management on District-owned properties.

Public Works monitors and addresses maintenance needs and manages vegetation at all facilities. Reported on April 26, 2022 – in progress.

During the summer months, the Parks crew and the Diamond Peak Brush crew work together on vegetation management and tree health on District owned properties.

All affected venues monitor and address maintenance needs and manages vegetation at all facilities.

- F Provide bear shed rebates for new parcel owners and customers in the service area to contain putrescible waste in a safe manner.

Rebates continue to be offered to new owners in the amount of \$150, with 25 rebates allocated annually. A total of 14 rebates for a total of \$2,100 were issued

in FY22. And a total of 5 rebates for a total of \$750 have been issued in FY23 as of 11/1/2022.

Rebates continue to be offered to new owners for bear sheds in the amount of \$150 each, with 25 rebates allocated annually. A total of 14 rebates for a total of \$2,100 were issued in FY22. And a total of 10 rebates for a total of \$1,500 have been issued in FY23 as of 3/1/2023.

- G Provide water efficiency rebates to customers for the installation of a high efficiency toilet or washing machine.
Rebates continue to be offered in the amount of \$100 per toilet or washing machine. 44 rebates for a total of \$4,400 in rebates were issued in FY22. And a total of 17 rebates for a total of \$1,700 have been issued to date in FY23 as of 11/1/2022.

LONG RANGE PRINCIPLE #3 - FINANCE

The District will ensure fiscal responsibility and sustainability of service capacities through prudent fiscal management and maintaining effective financial policies for internal controls, operating budgets, fund balances, capital improvement and debt management.

Strategies *defined as how we envision accomplishing this objective(s)*

- Develop and maintain a long-term plan to sustain financial resources.
- Ensure budgets that utilize recurring revenues to cover ongoing costs and limits use of one-time funds to support one-time expenditures.
- Report results and demonstrate value to the parcel owners and customers through regular financial reporting and related performance management metrics.
- Regularly review and assess the effectiveness of internal controls supporting compliance, financial reporting, and stewardship of District assets.
- Comply with applicable Federal, State, County, and District policies.
- Adhere to Government Generally Accepted Accounting Principles (GAAP).

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Prepare Annual Budgets that demonstrate the balance of allocated resources, with service expectations, and the capability to deliver.

2. Prepare a five-year forecast for each major fund as a part of the annual budget development process.
3. Utilize annual and interim financial reports to build understanding of the different aspects between operations, capital improvement projects and debt service, and promote fiscal transparency.
4. Work with Board of Trustees to identify Board Policies, Practices and Resolutions related to the Finances of the District that need updating, elimination, or creation. Consider updating Board Policies and Practices relating to Budget and Fiscal Management.
5. Continue the refinement of appropriate performance measurement to demonstrate quality as well as quantity.

Budgeted Initiatives for 2021 - 2023 *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Transition financial reporting for Community Services and Beach activities from Special Revenue to Enterprise fund accounting for the 2021/2022 Fiscal Year in order to better support full-cost recovery objectives for operating, capital and debt expenditures.
 - a. **Completed:**
 - i. Hearing before State of Nevada Department of Taxation (January 28, 2021);
 - ii. Board approved FY2021/22 Final Budget using Enterprise Fund Accounting (May 26, 2021);
 - iii. Department of Taxation approved Final Budget Submission – Form 4404LGF (June 11, 2021).
 - iv. FY2021/22 Audit completed May – December 2022
- B. Work with Board of Trustees to implement District-wide pricing policy, to ensure desired cost recovery and policy-driven differential pricing for parcel owners and customers.
 - b. **Completed:**
 - i. Board of Trustees approved new Pricing Policy (Board Practice 6.2.0, at meeting of March 1, 2022)
- C. Review the allocation of Facility Fees assessed on parcels within the District, including components for operations, capital expenditure and debt service.
 - c. **Ongoing – in process:**

- i. Facility Fee allocations were discussed at Board budget workshop on January 26th and budget updates presented on March 30th, and April 13th, 2022.
 - ii. Public Hearing held and final Board action of Facility Fee allocations taken on May 26, 2022 (with FY22/23 Budget Adoption).
 - iii. Facility Fee allocations will be reviewed once again, in early 2023, in conjunction with Board's Fy23/24 budget workshops
- D. Prepare the required Annual Comprehensive Financial Report, with an independent auditor opinion, to provide financial position and results of operations to a variety of users and information needs.
- Completed for fiscal year ended June 30, 2021:
 - Final ACFR with independent auditor opinion presented to the Audit Committee on December 8, 2020 and to Board of Trustees on December 14, 2022
 - Report(s) filed with the Department of Taxation, pursuant to NRS 354.624, on December 16, 2022.
 - Preparation of ACFR for fiscal year ended June 30, 2022 currently underway as subject to review by the District's Independent Auditor.
 - Final ACFR and Auditor's Report scheduled to be presented to the Board of Trustees on December 14, 2022.
 - Completed for fiscal year ended June 30, 2022.
 - Final ACFR presented to Board of Trustees on December 14, 2022 and filed with the Department of Taxation on December 15, 2022.
- E. Comply with Nevada Revised Statutes, District policies and Administrative Code requirement for the budget process, indebtedness reporting, and the annual audit.
- Ongoing – in process:
 - FY2020/21 annual audit, FY2021/22 budget and FY2020/21 indebtedness report were filed with the State Department of Taxation who found all reports to comply with applicable NRS and NAC requirements (per correspondence of January 13, 2022-ACFR, and June 11, 2022 – Budget).
 - Audit Committee has raised concerns over conformity of financial statements with Board policies related to capitalization.
 - FY2022/23 budget notes that Utility Fund (200) reserves are expected to remain below new Board Policy related to capital reserve funds; issue being address through multi-year utility rate study.
 - Annual Indebtedness Report and Five-Year Capital Plan reviewed by Board of Trustees on July 28th and filed with the Department of Taxation.

- On January 24, 2023 the District received correspondence from the Department of Taxation stating that the ACFR for the fiscal year ended June 30, 2022 complies with all applicable statutes and regulations.

F. Complete comprehensive review of District's internal control policies and procedures to ensure sound fiscal management, integrity of financial information and safeguard the District's assets and financial resources.

- Ongoing – in process:

- Several Board Policies and Practices have been updated, including Appropriate Level of Reserves (Policy 7.1.0) Capitalization of Fixed Assets (Policy 8.1.0), Central Services Cost Allocation Plan (Policy 18.1.0) and new Pricing Policy (Practice 6.2.0).
- Staff is currently updating internal Finance and Accounting Procedures Manual to reflect current workflow and internal control procedures; and
- Hired consultant, Management Partners, to review Finance and Accounting Procedures manual to include recommendations to align with industry best-practices; and
- A set of new comprehensive Purchasing Policies were approved by the Board of Trustees in July 28th, covering procurement of Goods and Services as well as Public Works Contracts.
- Per recommendation from the Audit Committee, the independent auditor is completing two supplemental engagements related to compliance with policies and procedures related to purchasing/contracts and capitalization of fixed assets.
 - The supplemental engagement report on Purchasing/Contracts was presented to the Audit Committee on December 5, 2022.
 - The draft report re supplemental engagement covering compliance with Capitalization policies was presented to the Audit Committee on February 27, 2023.
- Strengthening internal controls is also a major focus of the project to transition to the Tyler/Munis financial system, effective July 1, 2022 (see below).

G. Actively manage financial planning and reporting to inform decision making to sustain a strong financial base for operations, while maintaining care and condition of capital assets and existing infrastructure.

- Ongoing:

- Staff continues to prepare and publish monthly financial reports to the District's website; as of December 2020 monthly published reports have included line-item budget detail report.
- Quarterly reports are presented to the Board of Trustees via:
 - Quarterly Budget Updates

▪ Quarterly CIP Popular Status Reports (Capital Projects)

H. Implement transition to new Tyler/Munis enterprise financial system to enhance management and oversight of internal controls, District finances, improve workflow process and strengthen internal controls.

• In process:

- Strengthening internal controls is also a major focus of the project to transition to the Tyler/Munis financial system, effective July 1, 2022;
- Workflows, approvals and system controls have been updated to assist with across various modules to assist with appropriation controls, procurement and accounts payable processing;
- The Contract management module is anticipated to be rolled-out in early 2023.

LONG RANGE PRINCIPLE #4 – WORKFORCE

Attract, maintain and retain a highly qualified, motivated and productive workforce to meet the needs of District venues, facilities, and operations.

Strategies defined as how we envision accomplishing this objective(s)

- Evaluate job descriptions to frequently ensure regulatory compliance in language, for workforce needs, and related compensation for the position.
- Partner with department managers and individuals, assess training and educational needs for existing workforce by providing industry specific programs; coordinate trainings with both in-house staff and outside resources to ensure essential educational needs are evaluated and addressed.
- Collaborate with Department Managers to identify individuals for talent management opportunities to ensure continued retention and growth for management succession within the District.
- Re-evaluate, during the budget process, the optimum level of employees and related total compensation, necessary to each department based on industry standard and levels of service.
- Create and implement a robust recruiting process to ensure the District reaches the best talent by evaluating current recruiting trends, analyzing current job market rates and reviewing competitive offers of employment.
- Focus on creative strategies related to differences in how the District recruits full time, part time, and seasonal employees.
- Comply with applicable Federal, State, County governmental regulations and all District policies.
- Continue to provide a safe environment and continue to strive for low worker's

- compensation incidents through ongoing and targeted safety training.
- Work with employees to improve employee engagement and culture through focused performance management goals, engagement participation and incentives.

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Following review and research on like-industry wages, benefits and privileges, evaluate current positions to ensure District is competitive with its total compensation and benchmarks to support recruitment and retention needs.
2. Begin implementation of new Human Resources system for better efficiencies and automation.
3. Work closely with the IT Department to develop online training opportunities for all employees including cyber-security.
4. Work with Board of Trustees to identify Board and Human Resources Policies related to the District Employees and Human Resources that need updating, elimination, or creation.
5. Educate Management Staff through targeted trainings on how to manage, engage, educate and foster better communication with employees. Ensure emphasis is on employee retention.
6. Continue encompassing employee engagement participation for measured performance measurement of goals and objectives. Set increases that correlate directly with goals and engagement measures.
7. Analyze current recruiting trends to meet the challenges of hiring top candidates for open positions. Closely partner with Management Staff to ensure specific hiring needs are unambiguous and attainable. Utilizing the Economic Development Authority of Western Nevada's (EDAWN) agency resources, monitor current regional unemployment rates and incoming industries and businesses to assess targeted recruitment campaigns. Develop interactive system to ensure viable candidates remain engaged throughout the recruitment process.

Budgeted Initiatives for 2021 - 2023 *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Review budget, number of positions to salary and benefits and conduct surveys to ensure we are making every effort to attract, maintain and retain qualified employees across the District. Continually evaluate current market trends to ensure District wages and benefits remain competitive and attractive to top talent candidates and current Staff.

The HR department is currently researching firms that provide salary surveys to encompass both regional and industry related data. Once cost information is received, this information will be reviewed with the General Manager for further direction. Following the increases to wages related to the annual COLA, a review of local agencies' compensation will be made to determine competitiveness of District's current pay scale and benefits offered. Please note: most recently, following the advice from our attorney, we have updated recreation privilege enrollment to comply with IRS regulations. Working with the General Manager and the Board of Trustees, any future changes to recreation privileges will be reviewed and promptly updated.

A review of the District's compensation following the annual COLA increases shows the District remains competitive with regional agencies. While the HR Department will keep the data yielded following research of firms providing salary and benefit data, we will place this initiative on our department's long range calendar for review at a later time.

- B. Assess the ongoing impacts of wages, and retention of employment changes as follows:

- I. For recreational specific venues and positions: monitor FLSA changes for continued recreational exemption status compliance; review regional like-industry wages for recommended changes to District's current budget; identify training opportunities to ensure continued growth of seasonal employees.

This is an ongoing process that continues throughout the year. We maintain a large network of regional and industry professionals; as such, we have constant access to shared information as needed.

This is an ongoing process that continues throughout the year.

- II. For administrative venues and positions: partner with management teams to assure training/educational opportunities are available to employees for continued career growth; identify employees to cross train for succession planning purposes; evaluate best practices for targeted recruiting campaigns.

Partnering with PoolPact, we have developed new training programs to be included with the e-learning system, Absorb. Following the implementation of the new HCM/Payroll project, the HR team will partner with the IT team to review and possibly develop additional online training programs to include

cyber-security. Until such time as this training is developed, the HR department has identified applicable trainings available on Absorb. The HR Department has increased its recruiting focus to partner with local businesses and agencies for cross marketing of new and open positions. This includes attending and hosting additional job fairs. The increased engagement with the District's residents, to include new residents, is anticipated to yield positive results to improved hiring responses.

Collaborating with PoolPact, we have identified management specific trainings for line and mid-level managers to attend. At last count, over twenty such managers will be attending this multi-session training in January, 2023. Further, we continue to work with department management teams to identify training needs for staff. This is an ongoing process that continues throughout the year.

- C. Conduct quarterly management educational trainings for both new and current management and supervisory employees with an emphasis on communication, motivation, productivity and team building to improve job satisfaction, morale and employee recruitment/retention and succession planning for both employees and managers.

Following the full implementation of the new Tyler (Munis) HRIS system, renewed focus on individualized training (by department, by position) will begin. In November, 2022, the training team partnered with a local county agency to provide management training specific to identifying employees in crisis. The feedback from management was overwhelmingly positive. Our efforts in developing ongoing management training continues.

- D. Continue to monitor updates and changes from Federal, State, and County authorities, as applicable, regarding new regulations related emergency directives, to ensure prompt communication with IVGID management. Review emergency response plans with each department to ensure future workforce readiness.

This is an ongoing process that continues throughout the year.

This is an ongoing process that continues throughout the year.

- E. Partner with the Recreation Center Management Team to develop Health and Wellness strategies for District employees; monitor programs to evaluate an overall reduction in absenteeism related to illness, reduced insurance usage, improved employee morale, and increased employee engagement.

This is scheduled for review following the implementation of the new HRIS system*. With the implementation of the new HCM/Payroll software, we will have

access to creating surveys and communications with staff to stay ahead of topics of interest and promote workplace culture.

With the recent change of personnel in the HR Department, this initiative has been placed on hold. As our team resumes full staffing levels, this initiative again becomes a priority.

*The HCM/Payroll project was originally scheduled to go live in July, 2021; however, loss of staff in the HR department, COVID and other unforeseen delays necessitated the need to push the project to July 1, 2022. This date was chosen to coincide with the go-live date for the Finance portal; doing so helps to ensure more accurate data reporting.

- F. Leverage the consultant's recommendations in the Utility Asset and Infrastructure study as it relates to recruitment, retention, and restructuring of the Public Works workforce.

Working with the Director of Public Works and District General Manager, recommendations have been evaluated and, as applicable, implemented.

Working with the Director of Public Works and District General Manager, recommendations have been evaluated and, as applicable, implemented.

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

Strategies defined as how we envision accomplishing this objective(s)

- Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Maintain, procure and construct District assets to ensure safe and accessible operations for the public and the District's workforce.
- Maintain current district venue and facility master plans and studies.
- Maintain and execute a 5-Year and 20-Year capital improvement plan.
- Conduct planning and design, prior to advancing projects or procurement, to ensure new District assets meet operational requirements and enhance the parcel owners and customer experience.
- Maintain an asset management program leveraging technology, as appropriate by venue/division, to ensure timely and efficient asset maintenance.
- Comply with regulatory requirements, industry standards, and District policies.

- Leverage technology and employee training to secure District assets digitally and physically.

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Complete a community wide review of the Diamond Peak Master Plan to ensure that it meets the needs of parcel owners and customers. It has been five years since the last review.
2. Continue to review and potentially implement priorities identified in the various district venue and facility master plans and studies as defined by the Board of Trustees.
3. Focus on strengthening overall project and contract management.
4. Identify Board Policies, Practices, Resolutions, and Ordinances related to District Asset Management and present to the Board those that need updating, elimination, or creation.
5. Pursue project partnerships and Federal, State and Local funding to reduce District costs for Phase II of the Effluent Pipeline Project.
6. Ensure digital safeguards are in place for District technology infrastructure.
Current Proposal in FY 23/24 to replace District Firewalls with NextGen Firewalls, On-Going Network Structure audits - Cleanup

Budgeted Initiatives for 2021 - 2023 *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Use findings from Utility Management and Asset Assessment Study and the Moss Adams Reports, and analyze recommendations to bring forward changes that provide benefit to the District.

Staff has completed a review of additional personnel requirements, much of which aligns with the management study. Four positions were identified and requested for FY23 with two being approved in the budget. The recommendation for a Capital Project Committee will be discussed with the Board in early 2023.

Staff has completed a review of additional personnel requirements, much of which aligns with the management study. Four positions were identified and requested for FY23 with two being approved in the budget. One additional position was approved in the FY24 budget. The recommendation for a Capital

Project Committee is currently being discussed by the Board.

- B. Complete Utility Rate Study to ensure the Utility Fund meets budgetary and fund balance requirements.

A Utility Rate study was completed to develop the five-year forecast and identify likely rate increases to support the operations and maintenance of both water and sewer utilities.

An update to the Utility Rate study for both water and sewer utilities was completed with the Public Hearing to increase rates held on June 14, 2023.

- C. Work with CMAR and design consultants to finalize design and begin construction of the Effluent Pond Lining and Pipeline Projects.

The Pipeline project is currently at 100% design and staff is working with Granite and HDR to finalize the plans and specification. The Board has approved staff to work with Granite to competitively bid pipeline materials with the intent to make an early procurement. The Storage Tank (formerly Pond Lining) project is at 60% design with final design anticipated January 2023. Staff continues to collaborate with the design consultants, CMAR and multiple regulatory agencies to continue moving the design, environmental and permitting process forward. Construction on both projects is anticipated to begin in May 2023.

Approximately 3,457 LF of pipe was installed during May and June 2023 on the Pipeline project by Granite Construction. The construction contract with Granite includes additional work to be done in Fall 2023. Granite is working on an updated OPCC for the remainder of the project that will be presented to the Board when complete. The Storage Tank (formerly Pond Lining) project design is complete. The construction of the Storage Tank is anticipated to begin in May 2024. The USACE is reviewing environmental documents for both projects for the 595 Program Funds.

- D. Allocate capital expenditures to maintain services and facilities.

Budget allocation has been modified to separate capital projects and maintenance projects within the Capital Improvement Plan.

- E. After the parcel owner and customer input is received, prepare an outline of the next steps to move the Diamond Peak Master Plan forward if deemed necessary by the Board of Trustees and Staff.

Reported on April 18, 2022; Survey Diamond Peak Pass holders and community summer 2022, compile results and hold community meeting summer or venue advisory team to meet summer 2022.

As of this update, Staff has deferred the proposed summer 2022 Diamond Peak Master Plan review advisory committee meetings until late fall to mid-winter.

- F. Create and implement a District Project Manager position in the Engineering Division of Public Works.

Completed; the Project Manager was hired in September 2021.

- G. Advance the planning of the Community Dog Park.

Efforts continue with the Forest Service to obtain use of the parcel across from Incline High School for the Dog Park. A working group including residents has been established to discuss the project objectives and design considerations.

The GM's Dog Park Advisory Committee has identified four suitable locations for a Community Dog Park. The committee conducted site visits and is in the process of rating each of the sites with the intention of zeroing in on the best possible option. Additionally, a survey is being created to gather the community's input on the Dog Park priority project.

- H. Complete the design and begin construction of the Mountain Golf Course Path Project.

Construction of Phase 1 is complete. Public Works staff has re-evaluated the conditions of the remaining pathway. The results of this evaluation were presented to the Board with an alternate approach to construction. The Board accepted this alternate approach. It is anticipated that some work will be done in late spring 2023, with the remainder being done in Fall 2023.

Construction of Phase 1 is complete. Two construction contracts for Phase 2 have been approved by the Board and work will begin in Fall 2023.

- I. Complete evaluation of the options and provide a recommended timeline and methodology for the reconstruction of Ski Way.

Project is in the FY 2025 CIP budget

Project is in the FY 2026 CIP budget

- J. Develop Comprehensive Capital Plan for IVGID Beach Properties aligning with the Beaches Master Plan.

In October 2022 the District received a draft study regarding IVGID beaches ingress/egress recommendations for improvements from LSC Transportation Consultants. Once finalized, the study will be presented to the Board of Trustees at an upcoming Board of Trustees meeting currently planned for January 2023.

In October 2022 the District received a draft study regarding IVGID beaches ingress/egress recommendations for improvements from LSC Transportation Consultants. The study was presented to the Board of Trustees in January 2023 with direction to return to the Board of Trustees with a phased approach of the most viable options.

- K. Execute the Burnt Cedar Swimming Pool Reconstruction Project.
Construction complete.
- L. Implement Phase 1 of District-wide security camera project.
Phase 1 of implementation is currently at 50%, staff expect to be finished by June 15, 2022.
Phase 1 is 90% complete, awaiting Parks Admin; Skate Park; AG Bathrooms are all awaiting cabling for installs. Phase 2 was started June 30, 2022 and is 60% complete, expecting to be completed May 1, 2023.

LONG RANGE PRINCIPLE #6 - COMMUNICATION

The District will engage, interact and educate to promote understanding of the venues, activities, services, and ongoing affairs.

Strategies *defined as how we envision accomplishing this objective(s)*

- Promote transparency in all areas including finance, operations and public meetings.
- Maintain, expand and enhance the District's communications infrastructure to meet the evolving needs and desires of the parcel owners and customers utilizing current industry best practices.
- Provide clear, concise and timely information in multiple, publicly accessible formats.
- Ensure internal and external communication are responsive, comprehensive and inclusive.
- Ensure the District employees and the Board of Trustees are focused on unified communication and messaging.

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Continue to implement best practices for sharing information with the public including but not limited to the Districts websites, IVGID quarterly magazine, email communication, public outreach, special events, social media platforms and/or paid advertising platforms as appropriate.

2. Maintain online systems for parcel owners and/or customers to access their accounts and complete online transactions. **Currently, Parks and Recreation has this functionality. Staff is working to implement this functionality in other areas of the District, i.e. Ski.**
3. Participate in relevant community and basin outreach events and publications to spread messaging on District services.
4. Work diligently to improve all external partner and collaborative relationships to maximize available resources.
5. Proactively seek parcel owner and customer input on important matters affecting the community as determined by Management and/or the Board of Trustees.
6. Involvement/presence with parcel owners and customers meet and greets to include key venues and the Board of Trustees.

Budgeted Initiatives for 2021 - 2023 *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Host Board of Trustees Community Workshops related to key District matters as scheduled by the Board of Trustees.
These are typically held in the late Spring/early Summer at the Chateau. Staff will schedule if the Board of Trustees desires to do them. To date, none have been held primarily due to COVID-19 restrictions.
As of this update, no community workshops have been scheduled and/or requested by the Board of Trustees with the exception of annual budget workshops. As the new Board is seated, it will be important to discuss workshops on projects such as the Effluent Pipeline Project as well as Board Priority Projects.
- B. Provide informative and timely releases of information to our parcel owners and customers.
Public Works Newsletter with pertinent information is prepared and sent with the utility bills each month and posted on the website. Emails are sent to Online Account Access customers who have a potential leak showing on their meter and accounts with past due balances being posted for shut-off. Emergency notifications are posted at properties with door hangers and/or as a banner on the top of the District website. E-mail blasts, social media posts and participation at community meetings have been ongoing.

We implemented the sending of post Board meeting updates on the agenda items to the members of the public. It has been well received and Staff is working on improving the timeliness and deliver methodology of this new process each time we send them out. Additionally in lieu of what was learned from the recent boil order notice to a small number of parcels, Staff is working on an improved communication plan to notify and educate our parcel owners. Staff is also working on increasing the frequency of venue eflyers.

C. Ensure that the District is well represented in external agency discussions and collaborative opportunities where there may be an impact to the District.

PW Staff lead and participate in the efforts of TWSA. A weekly meeting with the Washoe County Assistant Manager is held with our District General Manager. Attendance at the local Friday forum meeting is also done by our Communication Coordinator and occasionally by our District General Manager. These meetings include interaction with a multitude of agencies such as TRPA, Washoe County Commissioners, local library, etc. The District also has legislative advocacy resources to draw from for a longer reach into State and Federal matters. The General Manager and members of the senior management team continue to work with Washoe County Staff as well as monitoring issues that may affect the district including TRPA (safety pier, ADU's, Transportation), Tahoe Transportation District as well as our new collaboration with the water purveyors in the Tahoe Basin. The collaboration has recently procured grant funding for the agencies including IVGID related to water/fire suppression projects.

- Attends the Recreation Managers Bi-Weekly Call for the following: Tahoe-Truckee Sustainable Rec & Tourism
- Tahoe Destination Stewardship Public Information Coordination Bi-Weekly Calls Communications coordination group for Tahoe-Truckee-Reno PIOs, non-profits, and destination management and marketing representatives.

Goals:

- Ensure public information and messages are consistent, coordinated, and shared.
- Identify and communicate about outdoor recreation and tourism issues affecting the environment and communities of the greater Tahoe region.

What to expect in 2023:

- Each representative will be invited to share updates on communications and initiatives related to destination stewardship in the Lake Tahoe Region.
- We focus as much as possible on items of regional scale and that tie directly to outdoor recreation and tourism.
- We challenge one another to apply a collaborative approach and regional scope to our work.

What's in it for you:

- Your organization's messages can be amplified to increase reach and impact, and you can amplify others.
- You'll discover and strengthen connections.
- You'll be supported by ready-made tools available through [TakeCareTahoe.org](https://www.TakeCareTahoe.org).
- You'll learn along with us how to influence behavior to improve outdoor recreation and tourism for all.

D. Update and enhance the District's public facing websites to bring in line with current industry best practices for data security, responsive design, and user experience.

At the May 11, 2022 Board of Trustees meeting, a contract was approved for a Capital Improvement project to begin this effort with the Diamond Peak website. This venue is the starting point as it is off-season at present therefore it will allow for significant testing and debugging prior to other websites undergoing updating/enhancement.

The website redesign project continues. Additionally, communication staff is working with the venues on an standard operating procedure to ensure that the website is purged and updated where needed so that the information is current and we can identify content on the website that is no longer relevant and/or repetitive.

The standard operating procedure has been approved and distributed. The Senior Team has a calendar reminder to check content every two weeks to ensure that the websites are updated.

E. Continue to administer venue and parcel owner and customer surveys related to key matters and initiatives.

Will be discussing with the new Board utilizing the District's existing survey software to target survey the community on specific current issues and topics. This will occur in the near future as a component of the General Manager's committee on a community dog park.

LONG RANGE PRINCIPLE #7 - GOVERNANCE

The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability through collaboration, civic participation, and transparency to the greatest extent possible.

Strategies defined as how we envision accomplishing this objective(s)

- Continue Legislative Advocacy efforts at the Federal, State, and Local levels to support appropriations for water and wastewater infrastructure improvements that support Principle #2 and Principle #5.
- Maintain and ensure adherence District Policies, Practices, Resolutions, and Ordinances in order to achieve maximum efficiency, transparency, and clear direction to District employees.
- Continue the refinement of appropriate performance measurement to demonstrate quality as well as quantity.
- Partner with employees to assess training and educational needs for existing employees; coordinate trainings with both in-house employees and outside resources to ensure essential educational needs are evaluated and addressed. Improve and enhance civic engagement and transparency using improved web-based tools for agenda management, financial reporting and project tracking.

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Work with Board of Trustees to identify and prioritize Board Policies, Practices, and Resolutions related to the Finances of the District that need updating, elimination, or creation. Consider updating Board Policies and Practices relating to Budget and Fiscal Management.
2. Identify and prioritize Board Policies and Practices related to District Asset Management and present to the Board those that need updating, elimination, or creation.
3. Continue to create inter-agency partnerships and foster strong collaborative relationships with Local, Regional, County and State agencies.

Budgeted Initiatives for 2021 - 2023 *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

1. Continue to utilize outside resources to assist the District in policy review and potential updates and revisions.
Management's review and update of District policies and practices are being supported by outside consultants - specifically, Moss Adams (capitalization, capital project planning and budgeting), and Management Partners (purchasing policy).
2. Continue to work with the General Manager's Ordinance 7 Committee and the Board of Trustees to make formal revisions.

The District General Manger on behalf of the Ordinance 7 Committee presented recommendations for revisions at the 4/13/22 board of trustees meeting. The board took action to set a public hearing for approval of revisions for 5/26/22. The board had continuing discussion and direction at the 4/27/22 meeting and will have additional discussion and potential direction at the 5/11/22 meeting.

The GM's Ordinance 7 Committee has completed its work and been disbanded. Ordinance 7 was adopted at the May 25, 2022 Board of Trustees meeting and a report and review of how the Ordinance 7 revisions was presented to the Board of Trustees at the November 9th, 2022 meeting. Next step will be to set a public hearing and work on additional revisions to Ordinance 7 based on what has been learned and identified over the past beach season.

3. Update process to administer requests for public records while ensuring compliance with the Nevada Public Records Act.

This is an ongoing project that Staff is working on with BB&K. Currently, BB&K is working on a comprehensive proposal to transition frontline administration of Public Records to BB&K. This will include an update of existing policy, as well as a cost estimate, and the overall process including but not limited to an online portal.

BB&K is working on rewriting the District's policy on public records and Staff is working on recommendations for changes to how we administer public records to improve upon the efficiency of the process. An agenda item is planned to bring to the Board of Trustees for discussion and possible action in February, 2023.

The District has established a Public Records Request page and added an online submittal form (in PDF and Word). District Counsel is working on the policy and once that is formally presented and adopted, by the Board of Trustees, it will be posted on the website.

4. Implement Civic Plus online agenda management and archive system.

The District General Manager has set an implementation date of late summer to begin using this system. Staff is currently working with the vendor on training and implementation timelines.

The implementation of this system has been delayed to ensure our new District Clerk is able to learn the software and then potentially guide Staff through the formal implementation process. The District Clerk has been tasked with this implementation and Staff continues to be trained on the software. Currently, the goal is to transition to utilizing the software for Board meeting production by February 2023.

CivicClerk is in production and being used. The District Clerk is working through a couple of issues with the software provider and Staff is getting more and more

comfortable with the new software. Overall, this part of the implementation went well.

5. Continue to work with the District's Federal Lobbyist, Nevada League of Cities, and Local Government Agencies to procure potential federal infrastructure money including the United States Army Corps of Engineers.

Efforts continue by staff to work with federal and state lobbyists to obtain funding for District projects. This includes the request for ARPA funding via Washoe County to support the effluent pipeline project. Mr. Marcus Faust and Ms. Olivia Sanford presented a verbal update on Federal funding efforts to the Board of Trustees at the April 13, 2022 meeting. Additionally, the Board of Trustees unanimously voted to extend the contract with Marcus Faust for an additional 3 years at the April 27, 2022 meeting.

This effort is ongoing. Through the work of Staff and Tri Strategies, the District has recently been awarded a non-competitive grant (ARPA) from Washoe County for \$250,000 to be used for a qualifying project which Staff has identified the Skateboard Park project as the ideal candidate. Additionally, working with our federal lobbyist and the regional Tahoe Basin water purveyors, IVGID has been awarded grant funding for approximately \$204,000 for the Crystal Peak Waterline Improvement Project.

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike L. Bandelin
Interim District General Manager

FROM: Susan A. Herron, CMC
Acting District Clerk

SUBJECT: PUBLIC HEARING

Required public hearing on the Union Contract Extensions for three (3) bargaining units

DATE: August 1, 2023

On August 9, 2023, the Board of Trustees will hold a public hearing on the above subject matter. Following is an outline for the public hearing:

1. Board Chairman Dent will ask the Board for a motion and a second to officially open the public hearing.
2. Board Chairman Dent will call for the question and the Board will take a vote to open the public hearing.
3. Once the public hearing is open, Board Chairman Dent will state that the District is holding a public hearing as required by the Nevada Revised Statutes.
4. Board Chairman Dent will state the comments made during the public hearing are governed by the Chair and Board Chairman Dent should state the rules he wants to use.
5. Board Chairman Dent will then ask for public comment on the rates as included in the Board packet.
6. The duration of the public hearing is at the Board's discretion.
7. After all public comments have been made, a Board member will need to make a motion to close the public hearing, which will need a second, and then Board Chairman Dent will call for the question and a vote will be taken on this motion.
8. Following the closing of the public hearing, the item is agendaized for action so Board Chairman Dent will ask for a motion and that motion might be "I move that the Board of Trustees accept all three (3) bargaining unit letters as provided in this Board packet".



~Public Employee Division~

1-775-857-4440 (o) ~ 1-775-329-5422 (f)

rhandel@oe3.org

sfullerton@oe3.org

July 13, 2023

VIA Email: [Erin Feorn \(ekf@ivgid.org\)](mailto:Erin Feorn (ekf@ivgid.org))

Human Resources Manager
Erin Feorn
893 Southwood Blvd,
Incline Village, NV 89451

RE: OE3 SUPERINTENDENTS' BARGAINING UNIT
request to extend contract for 1 year with current CPI language.

Director Erin Feorn

The Union, on behalf of the SUPERINTENDENT employed by IVGID is prepared to extend the current contract for a period of 1 year. The extension would end on June 30, 2024. All aspects of the CBA will remain in full force and effect.

If you have any questions please contact
Ralph Handel, Business Representative at 1-775-276-2232.

Sincerely,

Ralph Handel

Ralph Handel
Business Representative
Operating Engineers Local Union No. 3
1290 Corporate Blvd
Reno, NV 89502

CC: Scott Fullerton, District Representative
Gening Liao, House Council

**MEMORANDUM OF UNDERSTANDING
BETWEEN AND FOR
INCLINE VILLAGE GENERAL IMPROVEMENT
DISTRICT
AND THE
OPERATING ENGINEERS LOCAL UNION NO. 3**

SUPERINTENDENTS' BARGAINING UNIT

July 1, 2020 through and including June 30, 2023

TABLE OF CONTENTS

Section	Title	Page #
1.	Recognition	1
2.	Subordination	1
3.	Non-Discrimination	1
4.	Holidays	1-2
5.	Salaries	2-3
6.	Layoffs	3-4
7.	Leaves	4-6
8.	Union Rights	6-7
9.	Discipline and Discharge	7-8
10.	Grievances	8-9
11.	Cessation of Work	10
12.	Health and Welfare	10
13.	Pension	9-10
14.	Vehicle Use Agreement	10-11
15.	Management Rights	11
16.	Term of Agreement	11-12
17.	Agreement Binding Upon Parties	13
	Exhibit A – Salary Ranges effective 7/1/2020	14
	Exhibit B – Job Classification and Grades	14
	Exhibit C – Consanguinity / Affinity Chart	15
	Exhibit D – Pay-For-Performance Matrix for FY 2020	16
	Exhibit E – Grievance Form	17

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

WITNESSETH

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

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

1. RECOGNITION

1.1 Employer recognized the Union as the sole and exclusive agent of its full-time, regular Utilities Superintendent.

2. SUBORDINATION

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

3. NON-DISCRIMINATION

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

4. HOLIDAYS

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

fall on Saturday, the preceding Friday shall be the observed paid time off for the holiday. In the event there is any work performed on any of the above-mentioned holidays, the Employee shall receive an additional day off in lieu of the holiday worked.

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

4.3 If a holiday for which pay is due falls during an Employee's scheduled vacation, then the Employee shall receive an additional day off with pay.

5. SALARIES

- 5.1 The salary range listed in Exhibit A is hereby made part of this Agreement, and shall become effective on July 1, 2020. This salary range shall be established equal to the District range number 36.0.
- 5.2 Job classification shall have the salary grade listed in Exhibit B.
- 5.3 Upon commencement of full-time, regular work for Employer, a new Employee shall be paid the minimum of the salary grade. At the Employer's discretion, a new Employee with exceptional experience, capabilities or knowledge may be assigned to a rate above the minimum of the salary grade.
- 5.4 Employees shall hold probationary status for the first twelve months following appointment. Probationary Employees may be terminated without cause. Satisfactory performance during the probationary period, as determined by the Employee's immediate superior through a performance evaluation at the completion of the twelve-month interval, shall remove the Employee from probationary status. Any probationary Employee receiving a below target evaluation may be terminated.
- 5.5 It is agreed, the Employer and the Union shall establish a mutually acceptable criterion for conducting a salary survey for use in a subsequent memorandum of understanding.

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

Effective date of Future Salary Increase

July 1, 2020 COLA increase. Retro to July 1, 2020:

The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2020 being the Year 1 baseline to take effect July 1, 2020, with a floor of 1.0%

A merit salary increase shall be awarded per the matrix, (Exhibit D) on the employee's annual review date, based on performance.

July 1, 2021 COLA

The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W, in the chart with March 2021 being the baseline to take effect July 1, 2021, with a floor of 1.0%

A merit salary increase shall be awarded per the matrix, (Exhibit D) on the employee's annual review date, based on performance.

July 1, 2022 COLA

The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI

-W, in the chart with March 2022 being the baseline to take effect July 1, 2022, with a floor of 1.0%

A merit salary increase shall be awarded per the matrix, (Exhibit D) on the employee's annual review date, based on performance.

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

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

6. LAYOFFS

- 6.1 If the Employer determines that it will be necessary to layoff the Employee of the bargaining unit, then whenever possible, the Employer will inform the Employee thirty (30) days prior to layoff.

- 6.2 An Employee who has been laid off has the right to re-employment for a period of one hundred and eighty (180) days, provided Employee has the necessary qualifications for the position to be filled.
- 6.3 Nationwide State or Local Emergency Leave: Should the Federal, State or Local government declare an emergency requiring the shutdown of nonessential service or the complete shutdown of government for any declared emergency, Employees sent home without pay and without the ability to work from home shall have credited to their leave banks the total accrual for one year added to sick leave and annual leave. These leave banks shall be used to continue normal pay and benefits until exhausted. Leave banks will begin normal accrual on anniversary of banked leaves.
- 6.4 Critical Infrastructure of Essential Workers: Operations of essential critical infrastructure requires all employees and support staff involved in operations, maintenance, and compliance to ensure these institutions remain operational and in compliance with Federal, State and local regulatory requirements.

7. LEAVES

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

7.1.a. For each Employee having less than four full years of continuous service to Employer, employee will accrue ten (10) hours per calendar month of employment. Employee will accrue a maximum of 120 hours annually (totaling 3 weeks).

7.1.b. For each Employee having at least four full years, but less than nine full years of continuous service to Employer, employee will accrue thirteen and one-third (13.3) hours per calendar month of employment. Employee will accrue a maximum of one hundred and sixty (160) hours annually (totaling 4 weeks). New employees hired on or after July 1, 2012 will earn up to a maximum of 4 weeks' vacation.

7.1.c. For each Employee having at least nine or more full years of continuous service to Employer, employee will accrue sixteen and two-thirds (16.66) hours per calendar month of employment. Employee will accrue a maximum of two hundred (200) hours annually totaling (5 weeks). Employees may maintain up to six weeks (240 hours) of vacation in their leave bank.

7.1.d. Employees must complete six months of employment to be eligible to take vacation. After six months of service, Employer will compensate Employees for

accrued vacation which is unused upon termination, at the Employee's current wage rate.

7.2 Paid Time Off: Employees shall receive forty (40) hours of Personal Time Off (PTO) per calendar year. Unused PTO may not be carried over and no Employee may accrue more than forty (40) hours of PTO. If the Employee is promoting from a previous PTO-eligible position, their current PTO balance shall remain intact and the next forty (40) hours of accrual will occur with the next calendar year.

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

7.3a Jury Duty Compensation: Subject to the following conditions, eligible Employees will receive their regular base rate of pay for those hours spent in court, traveling to and from court when such time occurs during employee's regular scheduled work days and hours of work.

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

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

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

7.4 Sick Leave

7.4.a. Sick leave will accumulate at the rate of eight (8) hours per month, with unlimited accrual. A doctor's certificate may be required by the Employer. Employee will be paid for time off for illness up to the limits of time accumulated. Abuses of sick leave may be subject to disciplinary action. Each Employee having unused sick leave on December 1 of each year shall have the opportunity to "sell" back to the District one-half (1/2) of their unused sick leave balance, up to a maximum of forty-eight (48) hours and shall be compensated at their regular hourly rate for such time. That time so paid shall be deducted from Employee's

accumulated, available sick leave time. Unused sick leave compensation shall be limited to that time which has accrued in the preceding twelve (12) months. Elimination of December annual 48-hour sick leave buy back for employees hired after July 1, 2011.

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

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

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

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

8. UNION RIGHTS

- 8.1 A duly authorized representative of the Union may be permitted to talk on the job with Employees subject to this Agreement, for the purpose of ascertaining whether or not this Agreement is being observed by all parties, or in adjusting grievances, and for no other reasons. Union agrees that this privilege shall be so exercised as to not interfere with the work in the departments.
- 8.2 It is hereby mutually understood and agreed that no person is authorized to act as or is to be deemed to be an authorized agent of either party to this Agreement unless the party appointing such authorized agent has first notified the other in writing of such appointment and the scope of the authority of such an agent.

- 8.3 It is hereby agreed and understood that the following persons and no other shall be the authorized agents of the respective parties until further notice as provided in Section 8.2 hereof: Duly authorized agents of the Union shall be: Business Manager or Business Representative designated by the Business Manager.

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

9. DISCIPLINE AND DISCHARGE

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

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

- 9.2 Verbal and written reprimands shall only be subject to review through Step 4 of the Grievance Procedure and shall not be subject to arbitration or litigation. Provided, however, that a written reprimand that is repeated and which is accompanied by a statement that more severe disciplinary action could follow is subject to arbitration. For any action which is not arbitrable, the affected Employee may prepare a written statement responding to the reprimand and such statement shall be included in the Employee's official personnel file(s), if it is submitted within five (5) calendar days of the final disposition by the General Manager or his/her designee. Such written responses shall remain in the official personnel file(s) for as long as the reprimand remains in file.
- 9.3 Any Employee being suspended, involuntarily demoted or discharged shall not be removed from the payroll or otherwise adversely affected until after the completion of a pre-disciplinary hearing before the department head or acting department head. The purpose of a pre-disciplinary hearing is for the Employee to respond to the specific charges and present evidence on his/her behalf. The Employee must be timely notified in writing of the dismissal, involuntary demotion or suspension and the reasons therefore. The notice must precede the hearing by at least forty-eight (48) hours, and may be delivered personally to the Employee or mailed to Employee at the Employee's last known address, by registered or certified mail, return receipt requested. If the notice is mailed, the effective date of the notice shall

be the date of delivery, or if the letter is returned to the sender, three (3) calendar days after mailing, The Employee shall have the right to be represented at this hearing by a Union Representative. After hearing the evidence presented at the hearing, the department head shall render a written decision within five (5) working days.

- 9.4 If the department head determines that Incline Village General Improvement District is in jeopardy if an Employee is not relieved of duties pending a pre-disciplinary hearing under Section 9.3 hereof, the department head may order, as part of the pre-discipline notice, that the Employee shall take an immediate involuntary leave of absence without pay, which leave shall expire on the date of the department head's written decision under Section 9.3 hereof. Such leave shall be without prejudice to the Employee. If the department head determines, based upon the evidence presented at the hearing, that the appropriate disciplinary action involves a demotion or a suspension of a shorter period of time than the leave of absence, then the Employer shall provide back pay to the Employee for the difference at the end of the same pay period. If the department head determines, based upon the evidence presented at the hearing, that the appropriate disciplinary action involves a suspension of a greater period of time than the leave of absence, or a discharge, then no back pay shall be due and, in the event of a suspension, the beginning date of the suspension shall be the same as the beginning date of the leave of absence.
- 9.5 Upon receiving the department head's written decision, an Employee who has been suspended, involuntarily demoted or discharged, shall have the right to appeal such decision through the Grievance and Arbitration Procedure of this Agreement, beginning at Step 4.

10. GRIEVANCES

- 10.1 Except where a remedy is otherwise provided for, any Employee shall have the right to present a grievance arising from his employment in accordance with the rules and regulations of this procedure.
- 10.2 All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved Employee shall have the assurance that filing of a grievance will not result in reprisal of any nature. The aggrieved Employee shall have the right to be represented or accompanied by a Representative of the Union at all stages of the grievance procedure.
- 10.3 Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion the parties concerned may be

unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

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

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

10.6 The grievance procedure shall be as follows:

Step 1. When an Employee becomes aware that dissatisfaction exists with their work or work situation, Employee should discuss the matter informally with their department head. Initial discussion should be sought by the Employee not later than ten (10) working days after the event giving rise to the grievance occurred, or ten (10) working days after the Employee should have had knowledge of the event, whichever is later.

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

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

Step 4. If the written decision of the General Manager is unsatisfactory to the Employee, the Union or Employee within ten (10) working days may request the grievance be advanced to arbitration. The arbitrator list will be requested within one-hundred twenty (120) days and the arbitrator from a list of seven (7) names supplied by the Federal Mediation and Conciliatory Service (FMCS), or another arbitration service mutually agreeable to the Employer and Union. The parties shall select the arbitrator by alternately striking names until one name remains. The Union representative shall strike the first name. The decision of the arbitrator shall be final and binding upon both parties.

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

11. CESSATION OF WORK

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

12. HEALTH AND WELFARE

12.1 Employer will provide and pay 100% of the insurance premium costs of medical, hospital, dental, prescription, and vision, for employees and dependents for all employees hired prior to June 30, 2012. All new employees hired after July 1, 2012 will pay twenty-five percent (25%) of dependent coverage. The employer will provide and pay 100% of the insurance premium costs for life, accidental death and dismemberment, and short term disability insurance for the employee through June 30, 2023.

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

13. PENSION

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

13.2 The Employer shall pay into the Operating Engineers Pension Trust Fund an amount equal to thirteen and three tenths (13.3) percent of the Employee's gross W2 wages. This amount includes the contribution to the Union's Retiree's Health Care Trust.

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

13.4 The Employer shall make the payments provided in Section 13.2 at the times and in the manner provided in the Trust Agreement creating the Pension Trust Fund for Operating Engineers, and is bound by all the terms and conditions thereof and any amendment or amendments thereto. Eligibility of Employees shall be determined by the Trustees of said Trust.

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

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

13.7 The District will "match" 100% of an employee's contribution into a deferred compensation plan up to 6% of the employee's annual wages, effective July 1, 2020.

14. VEHICLE USE AGREEMENT

The District will ensure the Utilities Superintendent has the available use of a District vehicle while at work and working. This vehicle will not be available for use outside of working hours.

15. MANAGEMENT RIGHTS

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

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

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

16. TERM OF AGREEMENT

16.1 This Agreement shall become effective on the 1st day of July 2020, and remain in effect through the 30th day of June 2023. This Agreement shall continue in effect from year to year thereafter, unless either of the parties hereto gives notice to the other in writing, pursuant to NRS Chapter 288, in each year during which this Agreement may be automatically renewed, either of a desire to terminate or to modify this Agreement. In the event of such a notice, the parties hereto agree: (1) to

meet and confer with the other through their authorized agents for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications; (2) to notify such State and Federal agencies and boards within the time required by any applicable laws, of the existence of such dispute, provided that no agreement has been reached by that time; and (3) to continue in full force and effect without resorting to strikes or lockouts, all the terms and conditions of the existing Agreement for a period of (60) days after such notice is given to such State or Federal board or agency or until the expiration of the existing Agreement, whichever occurs later.

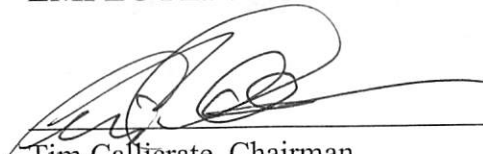
- 16.2 Reopener Language - This agreement shall be automatically reopened for all negotiation items beginning with FY 2020(July 1,2020-June 30,2023) reported on or about November 1, 2021 in-annual audit in the event the revenues to the District's General Fund useable in the year received decline from the total revenues received by the District's General Fund for the previous fiscal year, (audited), by 30% or if the unreserved ending fund balance in the District's General Fund has been budgeted for less than 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC 354.650(1), and the District has fully complied with the provisions of NAC 354,650(1).The parties agree to the above procedures constitute compliance with NRS 288.150(2) (w).

17. AGREEMENT BINDING UPON PARTIES

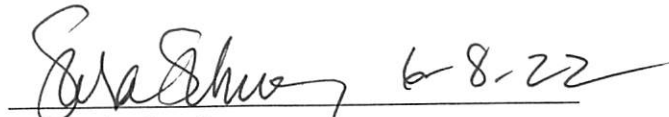
17.1 This Agreement shall be binding upon the heirs, executors, administrators, successors, and lessees of the parties hereto. In the event of the reorganization, transfer or change in the method of administering the service provided, the District shall provide the Agreement shall continue in full force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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 5 day of May 2022, 2021.

EMPLOYER:

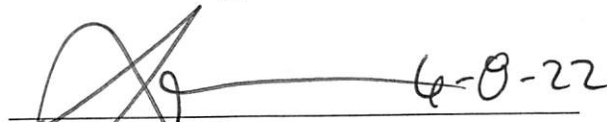


Tim Callicrate, Chairman



Sara Schmitz, Secretary

Reviewed and Approved:

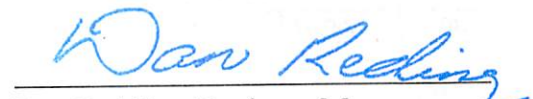


Indra Winquest, General Manager
Representative



Joshua Nelson, Legal Counsel

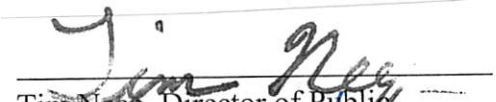
UNION:




Dan Redding, Business Manager



Bruce Noel
Recording-Corresponding Secretary



Tim Neep, Director of Public
Employees



Ralph Handel, Business



James Youngblood

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 5 day of 2022 May, 2022.

Exhibit A

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 Union Salary Ranges Pay Scale
 Effective July 1, 2020

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT									
Standard Salary Ranges									
Effective July 1, 2021									
<div style="float: right; border: 1px solid black; padding: 2px; font-size: small;"> Top of Ranges Increased 3% from previous year. Min to Max 40% </div>									
GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Minimum	Mid	Max	Minimum	Mid	Max	Minimum	Mid	Max
36	\$50.97	\$61.16	\$71.36	\$4,078	\$4,893	\$5,709	\$106,018	\$127,222	\$148,425

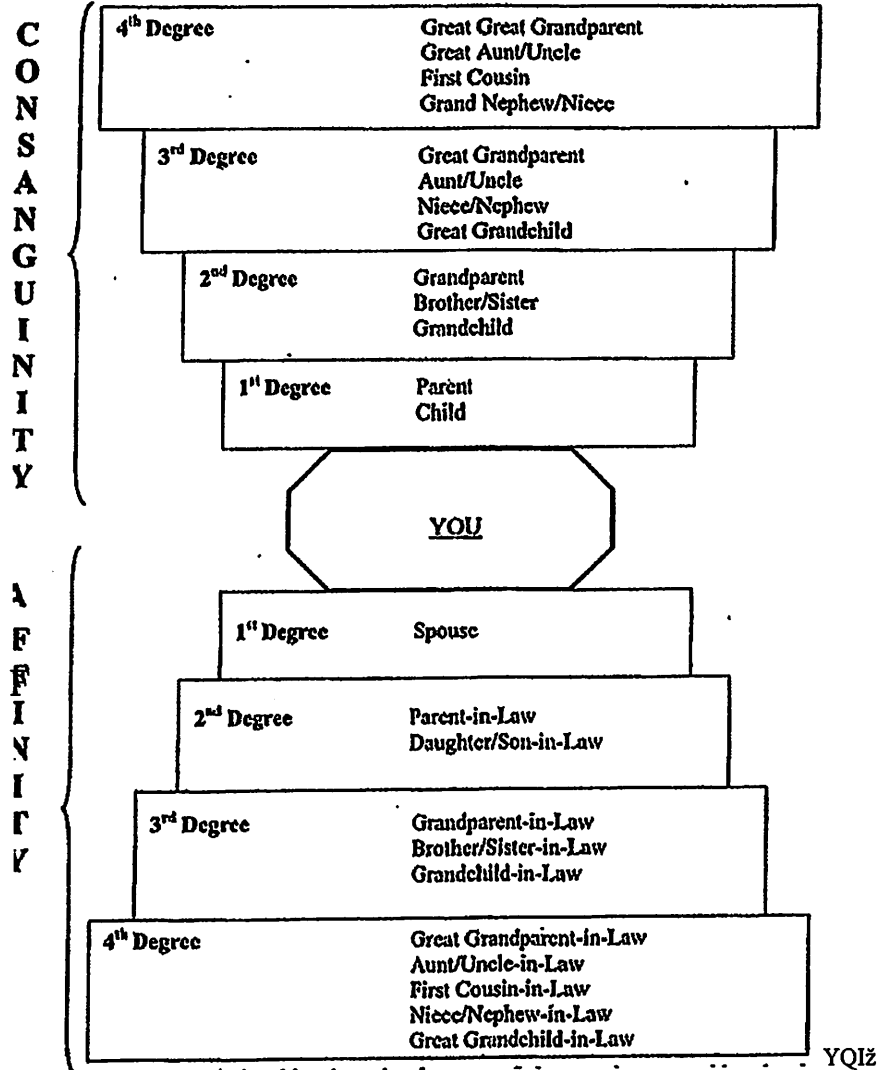
Exhibit B

Incline Village General Improvement District Effective July 1, 2020 Union Salary Grid and Supervisory Responsibility Superintendent Bargaining Unit
--

Supervisor Pay Grade	Job Classification	Highest Position Supervised
32	Fleet Superintendent	G10
32	Utilities Maintenance Supervisor	G10
31	Chief Chemist	G9
31	Collection/Distribution Supervisor	G11
31	Water/Waste Water Supervisor	G11

Exhibit C

CONSANGUINITY / AFFINITY CHART



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

EXHIBIT D
Pay - For - Performance Matrix
Fiscal Year 2020 to 2023

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

COLA floor will be no less than 1% and no cap on the ceiling.

<p>Incline Village General Improvement District Effective July 1, 2020 Pay For Performance Matrix Superintendent Bargaining Unit</p>

Merit Adjustment	Performance Evaluation Rating on Anniversary Date of Hire	Performance Increase %
0%	Needs Improvement	COLA + Merit
2%	Meets Requirements	COLA + Merit
4%	Exceeds Requirements	COLA + Merit

Once an employee reaches the maximum annual salary based on current position and grade, the performance increases would be awarded as a lump sum check, calculated by multiplying the employee's maximum annual salary based on current position and grade by the percentage earned from their performance per the matrix.

This does not include Working out of Class increases of pay, as those are temporary increases for special circumstances. If those Working out of Classes become permanent to the base annual salary, they will be paid out.

EXHIBIT E
GRIEVANCE FORM

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

GRIEVANCE FORM
To Be Completed by The Grievant (Please Print or Type)



~Public Employee Division~

1-775-857-4440 (o) ~ 1-775-329-5422 (f)

rhandel@oe3.org

sfullerton@oe3.org

July 13, 2023

VIA Email: [Erin Feorn \(ekf@ivgid.org\)](mailto:Erin Feorn (ekf@ivgid.org))

Human Resources Manager
Erin Feorn
893 Southwood Blvd,
Incline Village, NV 89451

RE: OE3 SUPERVISOR' S BARGAINING UNIT
request to extend contract for 1 year with current CPI language.

Director Erin Feorn

The Union, on behalf of its supervisors employed by **IVGID** is prepared to extend the current contract for a period of 1 year. The extension would end on June 30,2024. All aspects of the CBA will remain in full force and effect.

If you have any questions please contact
Ralph Handel, Business Representative at 1-775-276-2232.

Sincerely,

Ralph Handel

Ralph Handel
Business Representative
Operating Engineers Local Union No. 3
1290 Corporate Blvd
Reno, NV 89502

CC: Scott Fullerton, District Representative
Gening Liao, House Council

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

AND THE

OPERATING ENGINEERS LOCAL UNION NO. 3

SUPERVISOR'S BARGAINING UNIT

July 1, 2020 through and including June 30, 2023

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1.	Recognition	3
2.	Subordination.....	3
3.	Non-Discrimination	3
4.	Shifts, Hours, Overtime, and Working Conditions.....	3
5.	Holidays	3
6.	Salaries	4
7.	Certifications.....	6
8.	Layoffs	6
9.	Leaves	7
10.	Union Rights	9
11.	Discipline and Discharge	10
12.	Grievances.....	12
13.	Cessation of Work.....	13
14.	Health and Welfare	13
15.	Pension.....	14
16.	Management Rights	14
17.	Terms of Agreement	15
18.	Agreement Binding Upon Parties	17
	Exhibit A: Union Salary Ranges, Effective July 1, 2020	18
	Exhibit B: Union Salary Grid and Supervisory Responsibility: Supervisory Bargaining Unit	19
	Exhibit C: Pay-For-Performance Matrix – Fiscal Year 2020 to 2023	20
	Exhibit D: Grievance Form.....	21
	Exhibit E: Consanguinity/Affinity Chart.....	22

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

WITNESSETH

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

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

1. RECOGNITION

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

2. SUBORDINATION

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

3. NON-DISCRIMINATION

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

4. SHIFTS, HOURS, OVERTIME, AND WORKING CONDITIONS

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

5. HOLIDAYS

5.1 The following shall be considered as paid holidays under this Agreement and when no work is performed on these days, an Employee shall be paid for his regular scheduled shift at his regular straight-time rate of pay: New Year's Day, Martin

Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Should any of these holidays fall on Sunday, the following Monday shall be considered a paid holiday. Should any of these holidays fall on Saturday, the preceding Friday shall be considered a paid holiday.

- 5.2 In order to be eligible for holiday pay when no work is performed, an Employee must work or be available for work on the last regular work day immediately prior to a holiday and the first regular work day immediately following that holiday unless the Employee shall have been unavailable for work because of: illness or injury sustained by a doctor's certificate showing Employee was unable to work for a period not to exceed thirty (30) days; absence (other than leaves of absence) when authorized by the Employer; and serious illness or death in the Employee's immediate family.
- 5.3 To be eligible for pay for holidays not worked, an Employee must be in the regular employ of the Employer immediately prior to said holiday. If a holiday for which pay is due falls during an Employee's scheduled vacation, then the Employee shall receive an additional day off with pay.

6. SALARIES

- 6.1 The salary range listed in Exhibit A is hereby made part of this Agreement, and shall become effective on July 1, 2020. Notwithstanding annual adjustments in accordance with Subsection 6.6, these salary ranges shall be established so that a ten percent (10%) minimum differential is maintained between the Supervisor-level position and the highest-grade position under that Supervisor's direct supervision, as identified in Exhibit B. The differential shall be calculated at the mid-points of the respective ranges.
- 6.2 Job classifications shall have the salary grades listed in Exhibit B.
- 6.3 Upon commencement of full-time, permanent work for Employer, a new Employee shall be paid the minimum of the salary grade. At the Employer's discretion, a new Employee with exceptional experience, capabilities or knowledge may be assigned to a rate above the minimum of the salary grade.
- 6.4 Employees shall hold probationary status for the first twelve months following appointment. Probationary Employees may be terminated without cause. Satisfactory performance during the probationary period, as determined by the Employee's immediate superior through a performance evaluation at the completion of the twelve-month interval, shall remove the Employee from probationary status. Any probationary Employee receiving an unsatisfactory evaluation may be terminated.

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

6.6 Salary increase:

6.6.1. Effective date of Future Salary Increase:

The salary range listed in Exhibit A is hereby made part of this Agreement, and shall become effective on July 1, 2020:

July 1, 2020 COLA increase. Retro to July 1, 2020:

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2020. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2020 being the baseline to take effect July 1, 2020, with a floor of 1.0%.

A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

July 1, 2021 COLA

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2021. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2021 being the baseline to take effect July 1, 2021, with a floor of 1.0%.

A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

July 1, 2022: COLA

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2022. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2022 being the baseline to take effect July 1, 2022, with a floor of 1.0%.

A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

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

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

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

Once an employee reaches the maximum annual salary based on current position and grade, the performance increases would be awarded as a lump sum check, calculated by multiplying the employee’s maximum annual salary based on current position and grade by the percentage earned from their performance per the matrix.

- 6.7 No Employee shall receive a salary that is higher than the maximum of the appropriate salary grade.
- 6.8 It is agreed, the Employer and the Union shall establish a mutually acceptable criteria for conducting a salary survey for all bargaining unit positions for use in a subsequent memorandum of understanding.

7. CERTIFICATIONS

- 7.1 Intentionally left blank.
- 7.2 Critical Infrastructure of Essential Workers: Operations of essential critical infrastructure requires all employees and support staff involved in operations, maintenance, and compliance to ensure these institutions remain operational and in compliance with Federal, State and local regulatory requirements.

8. LAYOFFS

- 8.1 If the Employer determines that it will be necessary to lay off Employees within the bargaining unit, then whenever possible, the Employer will inform Employees thirty (30) days prior to layoff. Employees will be laid off in reverse order of seniority by classification within the bargaining unit, except in cases where the Employer can clearly demonstrate that the Employee lacks the skills or ability to perform the duties of his position. Employees who have been laid off will be rehired in the reverse order of layoff (i.e., last laid off, first rehired).
- 8.2 Employees in higher classifications within the bargaining unit will be given the opportunity to demote to lower classifications within the bargaining unit for which

they are qualified, recognizing the fact that this could result in the layoff of Employees in lower classes because of less seniority.

- 8.3 An Employee who has been laid off has the right to re-employment for a period of one hundred and eighty (180) days, provided he has the necessary qualifications for the position to be filled.
- 8.4 Nationwide State or Local Emergency Leave: Should the Federal, State, or Local government declare an emergency requiring the shutdown of nonessential service or the complete shutdown of government for any declared emergency, Employees sent home without pay and without the ability to work from home shall have credited to their leave banks the total accrual for one year added to sick leave and annual leave. These leave banks shall be used to continue normal pay and benefits until exhausted. Leave banks will begin normal accrual on anniversary of banked leaves.

9. LEAVES

- 9.1 Vacation leave shall accrue from each Employee's original anniversary date, at the following rates:
 - 9.1.a. For each Employee having less than four full years of continuous service to Employer, the employee will accrue six and two-thirds hours per calendar month of employment. The employee will accrue a maximum of 80 hours annually totaling (2 weeks).
 - 9.1.b. For each Employee having at least four full years, but less than nine full years of continuous service to Employer, the employee will accrue ten hours per calendar month of employment. The employee will accrue a maximum of 120 hours annually totaling (3 weeks).
 - 9.1.c. For each Employee having at least nine full years, but less than fourteen full years of continuous service to Employer, the employee will accrue thirteen and one third hours per calendar month of employment. The employee will accrue a maximum of 160 hours annually totaling (4 weeks). New Employees hired on or after July 1, 2012 will earn up to a maximum of 4 weeks' vacation.
 - 9.1.d. For each Employee having fourteen or more full years of continuous service to Employer, the employee will accrue sixteen and two-thirds hours per calendar month of employment. The employee will accrue a maximum of 200 hours annually totaling (5 weeks).

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

- 9.2 The Employer will entertain requests by eligible Employees as to the time at which their vacations will be scheduled, but vacation schedules must necessarily conform to and not unduly interfere with, the operation schedules of the Employer.

Preference will be in order of seniority provided the remaining Employees are qualified to do the work. Granted leave shall only be revoked under extreme circumstance and not within 1 month of its commencement.

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

9.4 Jury Duty:

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

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

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

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

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

Sick leave will accumulate at the rate of eight (8) hours per month, with unlimited accrual. A doctor's certificate may be required by the Employer. Employees will be paid for time off for illness up to the limits of time accumulated. Abuses of sick leave may be subject to disciplinary action. Each Employee having unused sick leave on December 1 of each year shall have the opportunity to sell back to the District one-half (1/2) of their unused sick leave balance, up to a maximum of forty-eight hours and shall be compensated at Employee's regular hourly rate for such time. That time so paid shall be deducted from Employee's accumulated sick leave time

available. Unused sick leave compensation shall be limited to that time which has accrued in the preceding twelve (12) months. Elimination of the December annual 48-hour sick leave buy back for employees hired after July 1, 2011.

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

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

The non-interest bearing District account will be assigned a present value as of the date of retirement equal to the number of hours of sick leave times the employee’s base hourly salary at the time of retirement. The District will debit said account on a dollar-for-dollar basis. This benefit is non-transferable and does not survive the retiree.

Employees participating in this plan will receive a nonemployee IRS Form 1099-MISC annually.

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

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

10. UNION RIGHTS

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

- 10.2 The Union shall notify the Employer of the selection of the job steward.
- 10.3 The job steward shall not stop the Employer's work for any reason, or tell any Employee covered by this Agreement that Employee cannot work on the job.
- 10.4 It is hereby mutually understood and agreed that no person is authorized to act as or is to be deemed to be an authorized agent of either party to this Agreement unless the party appointing such authorized agent has first notified the other in writing of such appointment and the scope of the authority of such an agent.
- 10.5 It is hereby agreed and understood that the following persons and no other shall be the authorized agents of the respective parties until further notice as provided in Section 9.4 hereof:

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

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

11. DISCIPLINE AND DISCHARGE

- 11.1 The purpose of this article is to provide for an equitable and expeditious manner for the resolution of disputes arising from the imposition of discipline. The Employer and the Union acknowledge all steps of the progressive disciplinary process. It is further acknowledged that feedback received during an annual performance evaluation may supplement the disciplinary process. All actions beyond Step 1 in the referenced process shall be documented by the Employer and shall become part of the permanent personnel record.
- 11.2 Any Employee involved in a discussion with Employee's immediate superior or management, who has reason to believe that discipline may result from said discussion, shall have the right to request Employee's Steward or Union Representative be present during the discussion. If the Employee wishes to have Union representation during such discussions, it shall be Employee's responsibility to make such wishes known and the Employer shall make arrangements for the desired representation. The Employer agrees that no Employee will be disciplined or discharged without cause.
- 11.3 Verbal and written reprimands shall only be subject to review through Step 4 of the Grievance Procedure and shall not be subject to arbitration or litigation. Provided, however, that a written reprimand that is repeated and which is accompanied by a statement that more severe disciplinary action could follow is subject to arbitration. For any action which is not arbitrable, the affected Employee may prepare a written

statement responding to the reprimand and such statement shall be included in the Employee's official personnel file(s), if it is submitted within five (5) calendar days of the final disposition by the General Manager of his/her designee. Such written responses shall remain in the official personnel file(s) for as long as the reprimand remains in file.

- 11.4 Any Employee being suspended, involuntarily demoted or discharged shall not be removed from the payroll or otherwise adversely affected until after the completion of a pre-disciplinary hearing before the department head or acting department head. The purpose of a pre-disciplinary hearing is for the Employee to respond to the specific charges and present evidence on his/her behalf. The Employee must be timely notified in writing of the dismissal, involuntary demotion or suspension and the reasons therefore. The notice must precede the hearing by at least forty-eight (48) hours, and may be delivered personally to the Employee or mailed to Employee at the Employee's last known address, by registered or certified mail, return receipt requested. If the notice is mailed, the effective date of the notice shall be the date of delivery, or if the letter is returned to the sender, three (3) calendar days after mailing. The Employee shall have the right to be represented at this hearing by a Union Representative. After hearing the evidence presented at the hearing, the department head shall render a written decision within five (5) working days.
- 11.5 If the department head determines that IVGID is in jeopardy if an Employee is not relieved of duties pending a pre-disciplinary hearing under Section 10.4 hereof, the department head may order, as part of the pre-discipline notice, that the Employee shall take an immediate involuntary leave of absence without pay, which leave shall expire on the date of the department head's written decision under Section 10.4 hereof. Such leave shall be without prejudice to the Employee. If the department head determines, based upon the evidence presented at the hearing, that the appropriate disciplinary action involves a demotion or a suspension of a shorter period of time than the leave of absence, then the Employer shall provide back pay to the Employee for the difference at the end of the same pay period. If the department head determines, based upon the evidence presented at the hearing, that the appropriate disciplinary action involves a suspension of a greater period of time than the leave of absence, or a discharge, then no back pay shall be due and, in the event of a suspension, the beginning date of the suspension shall be the same as the beginning date of the leave of absence.
- 11.6 Upon receiving the department head's written decision, an Employee who has been suspended, involuntarily demoted or discharged, shall have the right to appeal such decision through the Grievance and Arbitration Procedure of this Agreement, beginning at Step 4.

12. GRIEVANCES

- 12.1 Except where a remedy is otherwise provided for, any Employee shall have the right to present a grievance arising from Employee's employment in accordance with the rules and regulations of this procedure.
- 12.2 All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved Employee shall have the assurance that filing of a grievance will not result in reprisal of any nature. The aggrieved Employee shall have the right to be represented or accompanied by a Representative of the Union at all stages of the grievance procedure.
- 12.3 Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.
- 12.4 Failure of the aggrieved Employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. Employer shall abide by prescribed time limits.
- 12.5 Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.
- 12.6 When two or more Employees experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate superior or Department Head who has the prime responsibility for all of the aggrieved Employees.
- 12.7 The grievance procedure shall be as follows:

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

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

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

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

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

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

13. CESSATION OF WORK

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

14. HEALTH AND WELFARE

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

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

15. PENSION

- 15.1 Pension benefits, as set forth herein, shall be paid after six (6) months of employment for Employees in the bargaining unit who choose to participate in the Operating Engineers Pension Trust Fund.
- 15.2 The Employer shall pay into the Operating Engineers Pension Trust Fund an amount equal to thirteen and three tenths (13.3) percent of the Employee's gross W2 earnings. This amount includes the contribution to the Union's Retiree's Health Care Trust.
- 15.3 All Employees who are enrolled in the union pension system shall continue to be eligible for enrollment in the system, as long as they are full-time Employees of Employer, whether or not they are members of the bargaining unit.
- 15.4 The Employer shall make the payments provided in Section 15.2 at the times and in the manner provided in the Trust Agreement creating the Pension Trust Fund for Operating Engineers, and is bound by all the terms and conditions thereof and any amendment or amendments thereto. Eligibility of Employees shall be determined by the Trustees of said Trust.
- 15.5 The Employer shall deduct for union dues and make available an automatic payroll deduction for credit union deposits.
- 15.6 As an alternative to the Operating Engineers Pension Trust Fund, Employees may elect to enroll in another pension plan available through Employer with a contribution rate of 13.3%.
- 15.7 The District will "match" 100% of an employee's contribution into a deferred compensation plan up to 5% of the employee's annual wages. Effective plan date October 1, 2015.

Effective July 1, 2021, the contribution rate would increase by 1% totaling 6%.

16. MANAGEMENT RIGHTS

- 16.1 Incline Village General Improvement District retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the District in all its various aspects, including but not limited to, the right to direct the work force; to determine the size of the work force and the number of employees, classifications,

qualifications, fitness and positions; to plan, direct and control all the operations and services of the District; to determine the methods, means, and organization by which such operations and services are to be conducted; to assign and transfer employees within its operations; to combine, divide, or reorganize its operations; to assign and schedule work; to establish and enforce reasonable work rules; to hire, promote, demote, suspend, discipline, as a possible alternative to layoffs the right to discuss furlough of employees, discharge or relieve employee's due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment operation or department/ facilities.

- 16.2 Union agrees that Employer shall have complete freedom in questions involving termination of employment, transfer, advancement, and layoffs due to lack of work, except that no Employee shall be discharged for Union activities. Union recognizes and agrees that reprimands, suspensions and discharges of Employees for inefficiency, carelessness or insubordination are necessary and proper to the successful operation of Employer's business.
- 16.3 Nothing in this Agreement shall be construed as abrogating any rights that either party hereto has under the statutes of the State of Nevada.

17. TERMS OF AGREEMENT

- 17.1 This Agreement shall become effective on the 1st day of July 2020, and remain in effect through the 30th day of June 2023. This Agreement shall continue in effect from year to year thereafter, unless either of the parties hereto gives notice to the other in writing, pursuant to NRS Chapter 288, in each year during which this Agreement may be automatically renewed, either of a desire to terminate or to modify this Agreement. In the event of such a notice, the parties hereto agree:
 - 17.1.1. to meet and confer with the other through their authorized agents for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications;
 - 17.1.2 to notify such State and Federal agencies and boards within the time required by any applicable laws, of the existence of such dispute, provided that no agreement has been reached by that time; and
 - 17.1.3 to continue in full force and effect without resorting to strikes or lockouts, all the terms and conditions of the existing Agreement for a period of sixty (60) days after such notice is given to such State or Federal board or agency or until the expiration of the existing Agreement, whichever occurs later.
- 17.2 Reopener Language - This agreement shall be automatically reopened for all negotiation items beginning with FY 2023 (July 1, 2020 - June 30, 2023) reported on or about December 1, 2021 in annual audit in the event the revenues to the District's General Fund useable in the year received decline from the total revenues received by the District's General Fund for the previous fiscal year, (audited), by 30% or if the unreserved ending fund balance in the District's General Fund has

been budgeted for less than 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC 354.650(1), and the District has fully complied with the provisions of NAC 354.650(1). The parties' agreement to the above procedures constitute compliance with NRS 288,150(2)(w).

17.3 Health Care compliance: In an effort to remain compliant with the requirements of the Affordable Care Act (ACA), the parties agree upon written notification from either party, to reopen the agreement based on any of the following:

- 17.3.1 A change in regulation which in turn causes a reduction to the District's General Fund to fall below 4% pursuant to NAC 354.650(1).
- 17.3.2. A change in premiums exceeding an increase or decrease greater than 25%.
- 17.3.3. A change in policy that, upon review of both parties, may cause significant changes to the plan in regards to coverage, deductibles etc.

18. AGREEMENT BINDING UPON PARTIES

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 12th day of May 2021.

EMPLOYER:

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

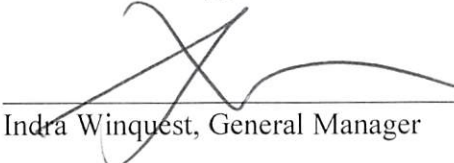


Tim Callicrate, Chairman



Sara Schmitz, Secretary

Reviewed and Approved:



Indra Winquest, General Manager



Joshua Nelson, Legal Counsel

UNION:

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



Dan Reding, Business Manager



Steve Ingerson, President



Bruce Noel, Recording-Corresponding
Secretary



Tim Neep, Director Public Employees



Ralph Handel, Business Representative



Jeff Bendorf, Chief Steward

EXHIBIT A
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Union Salary Ranges
Effective July 1, 2020
PAY Scale

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Union Salary Ranges
Effective July 1, 2020

Uncertified Scale

*Top of Ranges Increased 1.5%
 from previous year.
 Min to Max 40%*

GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Minimum	Mid	Max	Minimum	Mid	Max	Minimum	Mid	Max
G3	\$19.91	\$23.89	\$27.87	\$1,593	\$1,911	\$2,230	\$41,410	\$49,692	\$57,974
G4	\$20.92	\$25.11	\$29.29	\$1,674	\$2,009	\$2,343	\$43,521	\$52,225	\$60,929
G5	\$21.97	\$26.36	\$30.75	\$1,757	\$2,109	\$2,460	\$45,692	\$54,831	\$63,969
G6	\$22.72	\$27.27	\$31.81	\$1,818	\$2,181	\$2,545	\$47,261	\$56,713	\$66,165
G7	\$25.22	\$30.27	\$35.31	\$2,018	\$2,421	\$2,825	\$52,463	\$62,956	\$73,449
G8	\$27.64	\$33.17	\$38.70	\$2,212	\$2,654	\$3,096	\$57,500	\$69,000	\$80,500
G9	\$30.16	\$36.19	\$42.22	\$2,413	\$2,895	\$3,378	\$62,733	\$75,279	\$87,826
G10	\$32.62	\$39.14	\$45.66	\$2,609	\$3,131	\$3,653	\$67,845	\$81,414	\$94,983
G11	\$35.08	\$42.10	\$49.12	\$2,807	\$3,368	\$3,929	\$72,972	\$87,567	\$102,161
G12	\$37.57	\$45.08	\$52.60	\$3,006	\$3,607	\$4,208	\$78,145	\$93,773	\$109,402

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
Standard Salary Ranges
Effective July 1, 2020

*Top of Ranges Increased 1.5%
 from previous year.
 Min to Max 40%*

GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Minimum	Mid	Max	Minimum	Mid	Max	Minimum	Mid	Max
16	\$18.65	\$22.39	\$26.12	\$1,492	\$1,791	\$2,089	\$38,801	\$46,561	\$54,321
18	\$20.57	\$24.68	\$28.80	\$1,645	\$1,975	\$2,304	\$42,782	\$51,338	\$59,895
20	\$22.67	\$27.20	\$31.74	\$1,814	\$2,176	\$2,539	\$47,155	\$56,586	\$66,017
22	\$25.00	\$30.00	\$35.00	\$2,000	\$2,400	\$2,800	\$51,996	\$62,395	\$72,794
25	\$28.93	\$34.72	\$40.51	\$2,315	\$2,778	\$3,241	\$60,184	\$72,221	\$84,258
26	\$30.38	\$36.46	\$42.54	\$2,431	\$2,917	\$3,403	\$63,200	\$75,840	\$88,480
27	\$31.90	\$38.28	\$44.66	\$2,552	\$3,062	\$3,573	\$66,352	\$79,622	\$92,893
31	\$38.78	\$46.54	\$54.29	\$3,102	\$3,723	\$4,343	\$80,663	\$96,796	\$112,928
32	\$40.72	\$48.86	\$57.00	\$3,257	\$3,909	\$4,560	\$84,689	\$101,627	\$118,565

EXHIBIT B

Exhibit B

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

EXHIBIT C
Pay - For - Performance Matrix
Fiscal Year 2020 to 2023

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

COLA floor will be no less than 1% and no cap on the ceiling.

Merit Adjustment	Performance Evaluation Rating On Anniversary Date of hire	Performance Increase	Total Pay for Performance Increase
Merit increase	NEEDS IMPROVEMENT	0 %	= PERFORMANCE REVIEW
Merit increase	MEETS REQUIREMENTS	2%	PERFORMANCE REVIEW
Merit increase	EXCEEDS REQUIREMENTS	4 %	PERFORMANCE REVIEW

Once an employee reaches the maximum annual salary based on current position and grade, the performance increases would be awarded as a lump sum check, calculated by multiplying the employee’s maximum annual salary based on current position and grade by the percentage earned from their performance per the matrix.

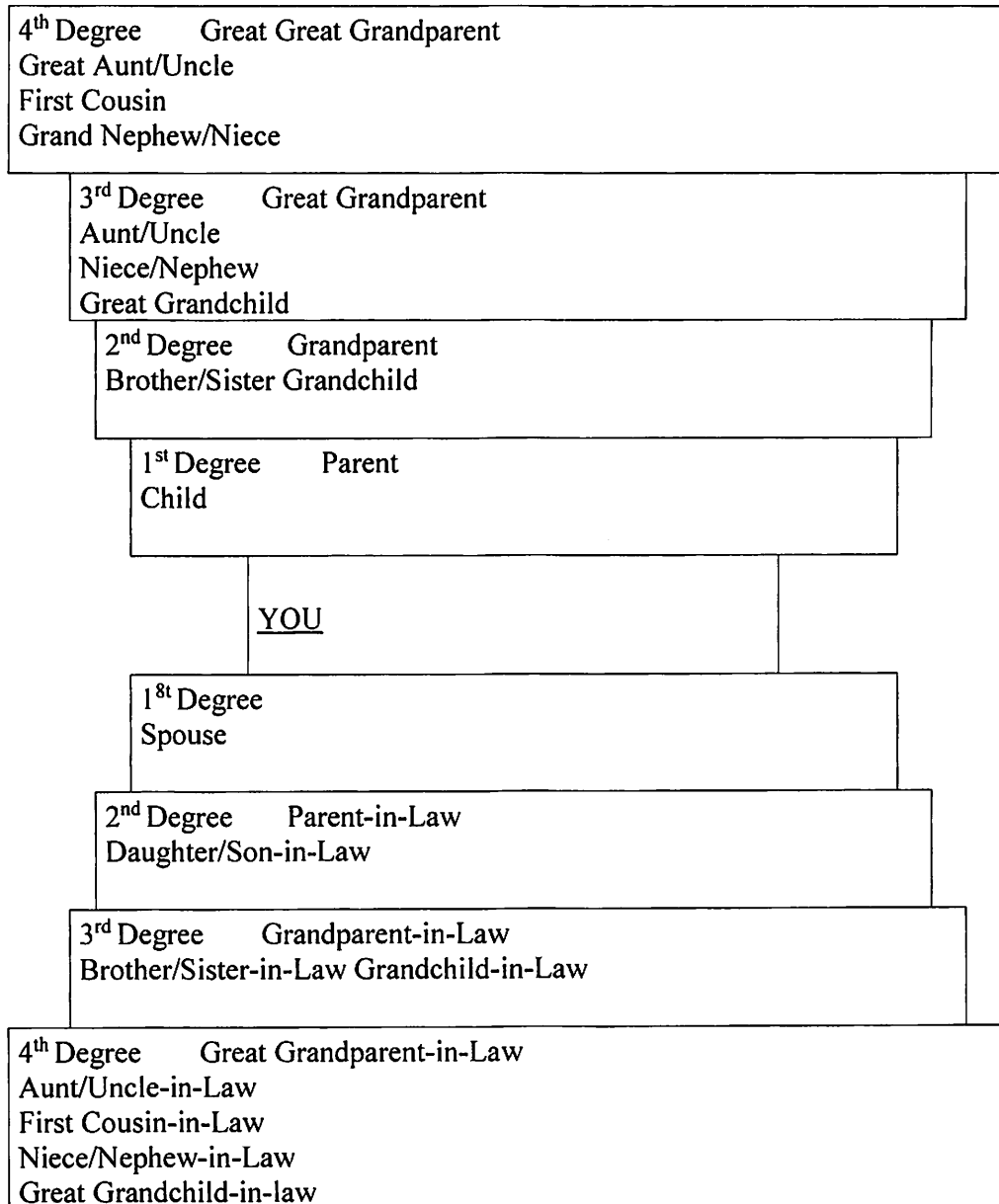
(Does not include Working Out of Class increases of pay as those are temporary increases for special circumstances. If those Working out of Classes become permanent to the base annual salary they will be paid out)

EXHIBIT D
 GRIEVANCE FORM

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

GRIEVANCE FORM
 To Be Completed by The Grievant (Please Print or Type)

EXHIBIT E
CONSANGUINITY/AFFINITY CHART



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



~Public Employee Division~

1-775-857-4440 (o) ~ 1-775-329-5422 (f)

rhandel@oe3.org

sfullerton@oe3.org

July 13, 2023

VIA Email: [Erin Feorn \(ekf@ivgid.org\)](mailto:ekf@ivgid.org)

Human Resources Manager
Erin Feorn
893 Southwood Blvd,
Incline Village, NV 89451

RE:OE3 Public Works Operations & Maintenance & Skilled Trades
request to extend contract for 1 year with current CPI language.

Director Erin Feorn

The Union, on behalf of its Skilled Trades members employed by **IVGID** is prepared to extend the current contract for a period of 1 year. The extension would end on June 30,2024. All aspects of the CBA will remain in full force and effect.

If you have any questions please contact
Ralph Handel, Business Representative at 1-775-276-2232.

Sincerely,

Ralph Handel

Ralph Handel
Business Representative
Operating Engineers Local Union No. 3
1290 Corporate Blvd
Reno, NV 89502

CC: Scott Fullerton, District Representative
Gening Liao, House Council



PUBLIC EMPLOYEES DIVISION

April 23, 2021

Erin Feom, H/R Director
IVGID
893 Southwood Blvd.
Incline Village, NV 89451

**RE: Agreement Renewal - IVGID Non-Supervisor Unit - Contract # 41560-97
(Public Works Operations & Maintenance & Skilled Trades Unit)**

Dear Erin:

Enclosed please find your copy of the fully executed agreement between the Operating Engineers Local Union No. 3 and your Agency.

Should you have any questions or concerns, please contact Art Frolli.

Very Truly Yours,

Mariann Cutting
Public Employees Division

:mc/oe3-afl/cio

Enclosure

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

AND THE

OPERATING ENGINEERS LOCAL UNION NO. 3

Public Works Operations & Maintenance & Skilled Trades

July 1, 2020 through and including June 30, 2023

TABLE OF CONTENTS

Section	Title	Page #
1.	Recognition	1
2.	Subordination	1
3.	Non-Discrimination	1
4.	Shifts, Hours, Overtime and Working Conditions	2-5
5.	Holidays	5
6.	Certification	5-7
7.	Salaries	7-9
8.	Layoffs	9
9.	Leaves	9-11
10.	Union Rights	12
11.	Discipline and Discharge	12-14
12.	Employee Response to Notice of Intent	14
13.	Investigatory Leave	14-15
14.	Grievances	15-17
15.	Cessation of Work	17
16.	Health and Welfare	17-18
17.	Pension	18
18.	Management Rights	18-19
19.	Terms of Agreement	19
20.	Agreement Binding Upon Parties	19
	Exhibit A – Salary Ranges effective 7/1/2020	21
	Exhibit B – Job Classification and Grades	22-23
	Exhibit C – Pay-for-Performance Matrix for FY 2020	24
	Exhibit D – Consanguinity / Affinity Chart	25
	Exhibit E – Grievance Form	26

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

WITNESSETH

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

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

1. RECOGNITION

1.1 Employer recognized the Union as the sole and exclusive agent of its full-time permanent trades and maintenance employees in the utility, fleet and buildings divisions, Finance/Accounting Department, Information Technology Department (IT) excluding all supervisory personnel, and excluding all temporary, part-time, and seasonal personnel.

2. SUBORDINATION

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

3. NON-DISCRIMINATION

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

4. SHIFTS HOURS OVERTIME AND WORKING CONDITIONS

4.1 A shift shall be defined as forty (40) hours comprised of from eight to ten hours per day consecutively totaling forty hours. By mutual agreement, the Employee may work a different schedule provided the total hours shall not exceed forty (40) hours in any scheduled work week. In the event the starting time is changed for temporary purposes or an emergency that arises, the employer does not need to notify the Union if the temporary changes are less than ten (10) days in duration and no more than thirty (30) days accumulated for the year. The Employer will notify the Union if the starting times are changed for any reason other than temporary purposes and if there is any disagreement, it shall be subject to the Grievance Procedure of this Agreement.

4.2 All authorized overtime in excess of the scheduled day shift as defined above in Section 4.1, or forty (40) hours in any one week, shall be paid at the rate of time and one-half (1-1/2) and shall be calculated on an hourly basis, with the exception of the holidays set forth in Section 5 of this Agreement. Overtime is paid in 15 minute increments.

4.3 Employees not paid when laid off or discharged will be paid for waiting time as per State law.

4.4 The Employer shall furnish uniforms, rain gear, boots and hip boots for the following public works divisions: Public Works Administration, Compliance, Buildings, Fleet, Pipeline and Treatment, which employees shall wear during working hours. Employees shall be responsible for keeping uniforms clean and neat. Upon termination, employees shall return all gear issued to them to the Employer. Employees shall receive \$630.00 towards a clothing allowance per fiscal year.

4.5 All employees covered by this MOU will be entitled to all applicable contagious disease control shots, if so desired, at no cost to the Employee.

4.6 Employer will endeavor to distribute the overtime equally.

4.7 If the Employee is in a higher classification and is required to work on snow removal, Employee shall be paid in his higher classification.

4.8 If an Employee is required to return to work outside his regularly scheduled work period, Employee shall be paid for a minimum of two (2) hours. If there is such a requirement more than once in any eight consecutive hours, only the first such "call-out" shall be for the minimum of two hours, all others shall be at the actual time required. All such time shall be paid at one and one half (1-1/2) times the regular hourly rate of the Employee. Time shall be computed from the time the Employee leaves their place of residence until their return to that place of residence, unless for any reason part of the time is spent in personal pursuits, and in such cases that time spent in those personal endeavors would be deducted.

4.9 An Employee shall be compensated for a minimum of two (2) hours if Employee reports for work at the designated time the work shift commences and if Employee is ready, able, and willing to begin their work shift. The Employer must notify the Employee at least one (1) hour prior to the commencement of the work shift if conditions are such that no work will be required that day. It will be the Employee's responsibility to provide a telephone

number to the District which will be the only one used to notify the Employee that no work will be performed during that work shift.

4.10 Certain personnel may be assigned standby duty and shall be compensated at the following rates, per day:

Effective July 1, 2017 Employees assigned Standby and Snow Watch shall be compensated as the following rates, per day:

4.11 ON CALL:

"On-Call" Employees. All Pipeline Division, Treatment Plant Division, Water Treatment Plant, Water Distribution, Certified Grade I or higher Operators, shall be assigned "ON CALL" status. Employees designated as "ON CALL" shall use their best effort to respond to the lower Sweetwater shop, Treatment Plant, Burnt Cedar Plant or site of emergency within thirty (30) minutes regardless of weather conditions. "ON CALL" personnel will be provided a District vehicle. There shall be one member of the Pipeline Division and one member of the Treatment Division "ON CALL" 24 hours a day, 7 days per week, outside of regular business hours, on a rotating basis. When an employee is assigned "ON CALL", an employee may arrange for a qualified substitute employee, acceptable to the Employer, to fill the assignment. The "ON CALL" employee who is responsible for "ON CALL" duty will notify employer and gain approval of this substitution in advance.

On Call Pay:	\$ 61.87	Weekdays (Mon. _ Fri.)
On Call Pay:	\$ 118.12	Weekends/ Holidays (Sat. — Sun. and actual holiday)

4.12 ON CALL LODGING:

"ON CALL" personnel will be provided with furnished lodging at no cost to the Employee at the discretion of the Employer. "ON CALL" personnel that do not choose to utilize the Employer provided lodging shall secure their own lodging within the thirty minute (30-minute) response time. Carson City, Carson Valley, Truckee Meadows and Reno are considered outside the thirty-minute response time area. Other areas will be evaluated on a case by case basis to see if they meet the thirty-minute response time area.

4.13 EMERGENCY STANDBY:

At the discretion of the Utilities Superintendent, multiple employees may be put on Emergency Standby in addition to the on call personnel. This could occur when a major event or disaster is occurring, or pending, such as a water or sewer emergency, fire, flood, blizzard etc. When an employee is called in outside of their regular scheduled work day for Emergency Standby, that employee shall be paid from emergency portal to portal pay (i.e. paid for time spent traveling to the emergency from point of departure to work and back) at the appropriate overtime rate and receive the current GSA mileage reimbursement rate for transportation if they use a personal vehicle.

Emergency Standby:	\$61.87	Weekdays (Mon. — Fri.)
Emergency Standby:	\$118.12	Weekends/Holidays (Sat. — Sun. and actual holiday)

4.14 LEAD SNOW WATCH:

Lead snow watch entails one member of the Pipeline Division and Treatment Division who is responsible for determining the amount of snow that has fallen, calls the appropriate number of employees to remove the snow, starts the equipment, assigns the duties of the employees and participates in snow removal. This may require moving equipment and employees to different venues. The lead Snow Watch employee will check the quality of the snow removal of all venues and make corrections as needed. The Lead Snow Watch employee will be provided a District vehicle.

Lead Snow Watch:	\$61.87	Weekdays (Mon — Fri.)
Lead Snow Watch:	\$118.12	Weekends/Holidays (Sat. — Sun. and actual holiday)

4.15 SNOW WATCH STANDBY:

Snow watch standby shall be assigned and/or delegated by the Utilities Superintendent, based on the reasonable probability of snowfall. When significant snowstorms are probable in the opinion of the Utilities Superintendent or delegate, additional personnel may be put on snow watch standby. Employees are to be fit for duty and ready to work outside their regularly scheduled work period to assist in snow removal or related activities and remain within a reasonable response time. When this occurs, these additional employees shall be paid the Snow Watch Standby pay whether they are required to report to work outside of their regular shift or not. These additional employees are not required to remain within a 30-minute response area of their place of work unless, in the opinion of the Utilities Superintendent, an impending storm may restrict their ability to report to work in a timely manner; therefore the District shall provide appropriate temporary housing and meals for these employees.

Employees assigned to Snow Watch Standby cannot be assigned Emergency Standby or On Call at the same time. Snow Watch Standby employees will be paid from portal to portal outside of their regular scheduled work days, at the appropriate overtime rate (time and one half or double time for holidays) and receive the current GSA mileage reimbursement rate for transportation if they use a personal vehicle and would be paid for time spent traveling from point of departure to work.

Snow Watch Standby Pay:	\$16.88	Weekdays (Mon. — Fri.)
Snow Watch Standby Pay:	\$35.12	Weekends/Holidays (Sat. — Sun. and actual holiday)

4.16 ON CALL:

On call pay for the Information and Technology (IT) department is as follows:

On call:	Saturday	\$50.00
On Call:	Sunday	\$50.00
Call Out:	Saturday	\$50.00
Call Out:	Sunday	\$50.00

4.17 Employer will provide Employees with an opportunity to eat a meal and drink a beverage at the work site for each four (4) hours of continuous overtime work. Employer will pay an additional \$20.00 in lieu of a meal break, following NRS statute regarding breaks and meal time, for each four (4) hours of continuous unscheduled / emergency overtime worked. Example: Four (4) hours continuous OT = \$20.00, Eight (8) hours continuous OT = \$20.00 etc. Employee can be reimbursed by either submitting through petty cash or completing a check request through the accounting department.

5. HOLIDAYS

5.1 The following shall be considered as paid holidays under this Agreement and when no work is performed on these days, an Employee shall be paid for their regular scheduled shift at their regular straight-time rate of pay: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Should any of these holidays fall on Sunday, the following Monday shall be considered the observed paid time off for the holiday. Should any of these holidays fall on Saturday, the preceding Friday shall be considered the observed paid time off for the holiday. In the event there is any work performed on any of the above-mentioned holidays, the Employee shall receive two (2) times the straight time hourly rate for all work performed on the **actual holiday** in addition to the paid holiday.

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

5.3 If a holiday for which pay is due falls during an Employee's scheduled vacation, then the Employee shall take the time off as holiday pay. Example: VVVHV.

6. CERTIFICATION

6.1 Certification shall be required for all Operators other than Operator Trainees based on the requirements contained in current job descriptions.

6.2 Employer shall provide training to all existing and future employees sufficient to qualify Employees to take examinations necessary to achieve the required certifications listed in current job descriptions. Employer, with cooperation of Employee, shall maintain official records. Employer will advance or reimburse Employee for all fees for one test for each

certification, Employer will pay all costs for certificate renewal. Employee time in examinations shall be compensated by Employer as on-duty time. Transportation to and from test sites will be provided compensated by Employer.

6.3 For any Employee hired or transferred into any positions within this bargaining unit, maintenance of all of the certifications required for that position shall be a condition of employment. Any Employee who does not maintain all of the certifications required for that position shall be demoted to a position within the same operating division, for which the Employee has all of the required certifications. Once obtaining all of the required Operator I certifications, any employee who does not maintain all of the required certifications for Operator I, may, at management's discretion, be terminated for cause. Operator Trainees shall obtain all of the required certifications for the Operator I position within (18) eighteen months of the date of hire as a trainee. Failure to achieve all of the certifications within (18) eighteen months may, at management's discretion, be cause for termination.

6.4 Any Employee newly hired or transferred to fill a vacancy in Water/Wastewater Operator position or Collection/ Distribution Operator position, shall be assigned the highest classification for which he or she possesses all of the requirements, including certifications for: Operator in Training (OIT), Operator I, Operator II, Operator III. Upon achieving all of the requirements, including certifications for a higher classification, an Employee shall be automatically promoted to that higher classification, provided that no automatic promotions shall occur above Operator III. The Assistant Water/Wastewater Operator III Supervisor (Water Lead), Assistant Water/Wastewater Operator III Supervisor (Wastewater Lead) and Assistant Collections/Distribution Operator III Supervisor (Lead) positions are promotional positions.

6.5 Certification of Mechanics. Mechanics shall be compensated with an annual bonus at the end of the fiscal year of \$50.00 per certification for the following certifications within their respective job classification so long as those certifications are maintained and current, These certifications are promulgated by the Automotive Service Excellence (ASE) organization and may be subject to change from time to time by that organization or by the Fleet Superintendent. Advancement of Mechanics to higher job classifications shall be on a promotional basis with no automatic promotion for having achieved additional certifications.

Car/Truck Suspension/Steering	Medium/Heavy Truck Air Brake	Car/Light Truck Drive Trains
Car and Light Truck Brakes	Car/Light Truck Engine Repair	Medium/Heavy Truck Drive Train
Medium/Heavy Truck Preventive Maintenance Inspection (PMI)	Medium/Heavy Truck Diesel Engines	Medium/Heavy Truck Electrical/Electronic System

6.6 Certification of Buildings Maintenance Workers. Advancement of Buildings Maintenance Workers shall be on a promotional basis with no automatic promotion available.

6.7 Employees who maintain a Class A or Class B license shall be compensated with an annual bonus at the end of the fiscal year at the following rate. There will be no stacking of bonuses if an individual holds both classes. ,

CLASS A - \$350.00

CLASS B - \$250.00

6.8 Employees who maintain a Confined Space Rescue certificate shall be compensated with an annual bonus of \$200.00 at the end of the fiscal year.

6.9 ALL Personnel in a "Safety Sensitive" position as identified by the 2011 Operations and Safety manual and identified as such in their respective job descriptions and /or classification shall be compensated at the end of the fiscal year with a bonus of \$250.00 for holding a District identified "Safety Sensitive" position. Positions to be added to the current District list are: Assistant Mechanic, Mechanic I, and Mechanic II.

7. SALARIES

7.1 The salary ranges listed in Exhibit A is hereby made part of this Agreement, and shall become effective on July 1, 2020.

7.2 Job classifications shall have the salary grades listed in Exhibit B. The Employer will notify the Union in writing when positions listed in Exhibit B are reclassified.

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

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

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

7.6 Upon achieving all the required certifications for a position, an Employee shall be paid according to the pay scale for the position. Employees who do not have all of the required certifications for their current position, and Employees in positions that do not have certification requirements, shall only be paid according to the pay scale.

7.7 Salary increase:

1. Effective date of Future Salary Increase:

The salary range listed in Exhibit A is hereby made part of this Agreement, and shall become effective on July 1, 2020

July 1, 2020 COLA increase. Retro to July 1, 2020:

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2020. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2020 being the baseline to take effect July 1, 2020, with a floor of 1.0%.

A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

July 1, 2021 COLA

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2021. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2021 being the baseline to take effect July 1, 2021, with a floor of 1.0%.

A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

July 1, 2022: COLA

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2022. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W in the chart with March 2022 being the baseline to take effect July 1, 2022, with a floor of 1.0%.

A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

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

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

Once an employee reaches the maximum annual salary based on current position and grade, the performance increases would be awarded as a lump sum check, calculated by multiplying the employee's maximum annual salary based on current position and grade by the percentage earned from their performance per the matrix.

7.8 It is agreed the Employer and Union shall establish a mutually acceptable criteria for conducting a salary survey for use in a subsequent memorandum of understanding.

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

7.10 – Parties agree to continue discussion on CPI-Mtn successor in current MOU (CPI-W) and to engage in discussion six months to one year before expiration of current MOU.

8. LAYOFFS

8.1 Union and Employer understand and agree that Employer may institute furloughs in lieu of layoffs when necessary to reduce costs. Such decision shall be a management prerogative and may be implemented by Employer at its discretion. If Employer decides to utilize layoffs, it shall follow the provisions of this MOU - Section 6.

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

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

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

9.LEAVES

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

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

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

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

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

9.2 The Employer will entertain requests by eligible Employees as to the time at which their vacations will be scheduled, but vacation schedules must necessarily conform to and not unduly interfere with, the operation schedules of the Employer. Preference will be in order of seniority, based on years of service within the bargaining group, provided the remaining Employees are qualified to do the work. Granted leave shall only be revoked under extreme circumstances and not within one month of its commencement.

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

9.4 JURY DUTY:

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

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

1. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.
2. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will forward any compensation received from the court or other party to the District upon receipt. Employee may keep reimbursements received for out-of-pocket expenses such as meals, mileage, and lodging.
3. An employee will not receive pay for the work time missed if s/he is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against the District or the employee is subpoenaed to appear on a matter unrelated to employment. However, the employee may choose to use his/her vacation.

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

Employees who elect to retire after 20 years of service may elect to receive up to 20% of their accrued sick leave hours; adding 2% additional each year to 25 years (30% after 25 years); and 4% additional year thereafter to a maximum sick leave buyout after 30 years of service of 50% of 960 hours. As an alternative, the Employee may elect to convert their accumulated sick leave hours to a non-interest bearing District account for purpose of paying medical insurance coverage and/or out-of-pocket medical expenses such as deductibles and co-payments at double the rates above, with a maximum of 100% of 960 hours of sick leave.

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

9.6 Nationwide State or Local Emergency

Should the Federal, State, or Local government declare an emergency requiring the shutdown of nonessential service or the complete shutdown of government for any declared emergency, Employees sent home without pay and without the ability to work from home shall have credited to their leave banks the total accrual for one year added to sick leave and annual leave. These leave banks shall be used to continue normal pay and

benefits until exhausted. Leave banks will begin normal accrual on anniversary of banked leaves.

10. UNION RIGHTS

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

Orientation of new employees: When a new employee who is governed under this Collective bargaining agreement is hired, a meeting with the union's business agent or active job steward shall be scheduled. It is the sole responsibility of the union representatives to schedule such meetings. This meeting will not be longer than 10 minutes and be held the same day as the employee orientation.

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

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

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

10.5 It is hereby agreed and understood that the following persons and no other shall be the authorized agents of the respective parties until further notice as provided in Section 10.4 hereof;

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

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

11. DISCIPLINE AND DISCHARGE

The purpose of this article is to provide for an equitable and expeditious manner of the resolution of disputes arising from the imposition of discipline. The tenure and status of every employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be just cause for disciplinary action. In

addition to the causes set forth in the District personnel policies, discipline may be based upon any of the following grounds:

1. Failure to fully perform required duties.
2. Failure to maintain current certifications required by law and by the Job Description, or a certification not required by law will be required following a reasonable period during which employees may obtain such certification,
3. Insubordination,
4. Abuse of employer policies or rules,
5. Unexcused absences,
6. Misuse or abuse of District property or equipment,
7. Substandard job performance,
8. Commission of a crime involving moral turpitude, and
9. Commission of other acts which are incompatible with service to the public. The examples are not exhaustive and the absence of a specific offense from the list of examples shall not be interpreted to mean that any particular conduct or level of performance does not constitute just cause for disciplinary action.

11.1 Any Employee involved in a discussion with their supervisor or management, who has reason to believe that discipline may result from said discussion, shall have the right to request Employee's Steward or Union Representative be present during the discussion. If the Employee wishes to have Union representation during such discussions, it shall be Employee's responsibility to make such wishes known and the Employer shall make arrangements for the desired representation. The Employer agrees that no Employee will be disciplined or discharged without cause. Disciplinary actions may include written warnings, suspensions without pay, demotion, reduction in salary, and discharge. Disciplinary actions may be taken without prior notice of intent and need not be preceded by lesser forms of discipline.

11.2 NOTICE OF INTENT

11.2.1 Written Notice of Intent to suspend for more than ten (10) working days, demote or discharge, shall be given to the employee, either by delivery of the notice to the employee in person, or by placing the Notice of Intent in the United States mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address.

11.2.2 Such delivery is conclusively presumed to provide actual notice to the affected employee. It shall be the responsibility of the employee to inform the District in writing of any change in such address. Whether delivery is made in person or by mail, the Notice of Intent shall contain a Statement of Delivery or Mailing indicating the date on which the Notice of Intent was personally delivered or mailed. Such date of delivery or mailing shall be the date of issuance of the Notice of Intent.

11.2.3 The Notice shall inform the employee of:

11.2.4 The charge;

11.2.5 The action intended;

11.2.6 The reasons for the intended action; and,

11.2.7 The effective date of the intended action.

11.2.8 The Notice shall also inform the employee of the right to respond to the Notice of Intent prior to the action being taken, the time limit within which the response should be made, the person to whom the response shall be made, and the response options available to the employee.

11.2.9 A copy of the Notice of Intent will be sent to the Union.

12. EMPLOYEE RESPONSE TO THE NOTICE OF INTENT

12.1 No employee is required to respond to the Notice of Intent. Furthermore, the absence of an employee response does not automatically indicate that the employee agrees with the charges in the Notice, nor does it restrict the employee from grieving any Management action which occurs after the employee's deadline for responding has passed.

12.2 If the Notice is to demote or to suspend the employee for more than ten (10) working days, the employee has the right to respond to the Notice, either orally or in writing. Such response must be received within ten (10) work days from the date of issuance of the Notice of Intent. Late responses need not be considered.

12.3 If the Notice of Intent is to discharge, as an alternative to the oral or written response, the employee may request a meeting with the District. Such response or request for a meeting must be received by the District no later than ten (10) work days from the date of issuance of such Notice of Intent. Such a meeting shall be scheduled within five (5) work days after the request is made. If the employee wishes representation in the meeting, the District shall make arrangement for the employee's representative, if an employee of the District, to be excused from work for the meeting. At the meeting, the employee shall be entitled to give a response, orally or in writing before the District decides on the action to be taken. When the employee is represented by the Union, such response must include any and all facts or defenses known to the employee or to the employee's representative. Late responses need not be considered.

12.4 Verbal and written reprimands shall only be subject to review through Step 4 of the Grievance Procedure and shall not be subject to arbitration or litigation. For any action which is not arbitrable, the affected Employee may prepare a written statement responding to the reprimand and such statement shall be included in the Employee's official personnel file(s) if it is submitted within five (5) calendar days of the final disposition by the General Manager or their designee. Such written responses shall remain in the official personnel file(s) for as long as the reprimand remains in file.

13. INVESTIGATORY LEAVE

13.1 The District may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, at the District's sole discretion, would warrant relieving the employee immediately from work duties. If upon conclusion of the investigation neither suspension without pay nor discharge is determined by the District to be appropriate, the employee shall be paid for the leave. If, as a result of the investigation, the District determines that the allegations against the employee support discharge, then the investigatory leave period shall be without pay. If, as a result of the investigation, the District determines that the allegations against the employee support a suspension, then the appropriate portion of the investigatory leave period shall be applied to the suspension.

13.2 When an employee is placed on investigatory leave, the Union will be sent a notice of such action.

13.3 Any Employee being suspended, involuntarily demoted or discharged shall not be removed from the payroll or otherwise adversely affected until after the completion of a pre-disciplinary hearing before the Department Head or acting Department Head. The purpose of a pre-disciplinary hearing is for the Employee to respond to the specific charges and present evidence on their behalf. The Employee must be timely notified in writing of the dismissal, involuntary demotion or suspension and the reasons therefore. The Employee shall have the right to be represented at this hearing by a Union Representative. After hearing the evidence presented at the hearing, the Department Head shall render a written decision within five (5) working days. Discipline more severe than that described in the Notice of Intent may not be imposed without the issuance of a further Notice of Intent; however, the District may reduce such discipline without the issuance of a further Notice of Intent. A copy of the decision will be provided to the Union.

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

14. GRIEVANCES

14.1 Except where a remedy is otherwise provided for, any Employee shall have the right to present a grievance arising from his employment in accordance with the rules and regulations of this procedure. A grievance shall be defined as a dispute between the District and the Union arising over the interpretation or application of a specific provision of this Agreement which is not a management right. Grievances as defined above shall be resolved pursuant to this Article.

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

14.3 Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned in writing, in advance of the expiration of the time limits. Deadlines which fall on a District non-business day will automatically be extended to the next business day. A business day is Monday through Friday, excluding observed holidays.

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

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

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

14.7 The grievance procedure shall be as follows:

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

- a) Mutually consented to by the Employee and Supervisor.
- b) It appears that settlement can be reached at this informal level.

Step 2. The Supervisor will hear the grievance and give their written decision within five (5) working days of the receipt of the formal grievance papers.

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

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

16. HEALTH AND WELFARE

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

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

17. PENSION

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

17.2 The Employer shall pay into the Operating Engineers Pension Trust Fund an amount equal to thirteen and one-third 13.3% percent of the Employee's gross W2 earnings. This amount includes the contribution to the Union's Retiree's Health Care Trust. (Effective after full ratification date is first payroll after full pay period.)

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

17.4 The Employer shall make the payments provided in Section 17.2 at the times and in the manner provided in the Trust Agreement creating the Pension Trust Fund for Operating Engineers, and is bound by all the terms and conditions thereof and any amendment or amendments thereto. Eligibility of Employees shall be determined by the Trustees of said Trust.

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

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

17.7 The District will "match" 100% of an employee's contribution into a deferred compensation plan up to 4% of the employee's annual wages effective August 1, 2005.

Effective July 1, 2017 the contribution rate would increase by 0% totaling 2%

Effective July 1, 2018 the contribution rate would increase by 1% totaling 3% Effective July 1, 2019 the contribution rate would increase by 1% totaling 4%.

18. MANAGEMENT RIGHTS

18.1 Incline Village General Improvement District retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of the District in all its various aspects, including but not limited to, the right to direct the work force; to determine the size of the work force and the number of employees, classifications, qualifications, fitness and positions; to plan, direct and control all the operations and services of the District; to determine the methods, means, and organization by which such operations and services are to be conducted; to assign and transfer employees within its operations; to combine, divide, or reorganize its operations; to assign and schedule work; to establish and enforce reasonable work rules; to hire, promote, demote, suspend, discipline, as a possible alternative to layoffs the right to discuss furlough of employees, discharge or relieve employee's due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment operation or department/ facilities.

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

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

19. TERMS OF AGREEMENT

19.1 This Agreement shall become effective on the 1st day of July 2020, and remain in effect through the 30th day of June 2023. This Agreement shall continue in effect from year to year thereafter, unless either of the parties hereto gives notice to the other in writing, pursuant to NRS Chapter 288, in each year during which this Agreement may be automatically renewed, either of a desire to terminate or to modify this Agreement, In the event of such a notice, the parties hereto agree: (1) to meet and confer with the other through their authorized agents for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications; (2) to notify such State and Federal agencies and boards within the time required by any applicable laws, of the existence of such dispute, provided that no agreement has been reached by that time; and (3) to continue in full force and effect without resorting to strikes or lockout³, all the terms and conditions of the existing Agreement for a period of sixty (60) days after such notice is given to such State or Federal board or agency or until the expiration of the existing Agreement, whichever occurs later.

19.2 Reopener Language: This agreement shall be automatically reopened for all negotiation items beginning with FY2018 (July 1, 2017-June 30, 2020) reported on or about November 1, 2018 in annual audit in the event the revenues to the District's General Fund useable in the year received decline from the total revenues received by the District's General Fund for the previous fiscal year, (audited), by 30% or if the unreserved ending fund balance in the District's General Fund has been budgeted for less than 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC

354.650(1), and the District has fully complied with the provisions of NAC 354.650(1). The parties agree to the above procedures constitute compliance with NRS 288.150.


20. AGREEMENT BINDING UPON PARTIES

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

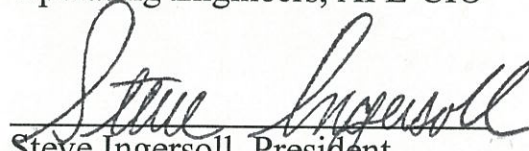
20.1 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this 10 day of March, 2021.

EMPLOYER:
INCLINE VILLAGE
GENERAL IMPROVEMENT
DISTRICT

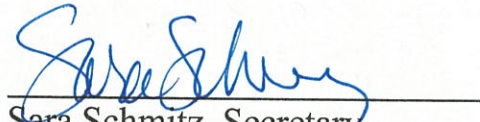
UNION:
OPERATOR ENGINEERS
UNION LOCAL NO. 3
of the International Union of
Operating Engineers, AFL-CIO



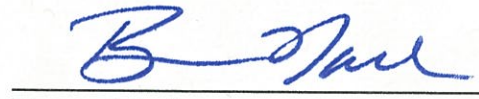
Tim Callicrate, Chairman



Steve Ingersoll, President

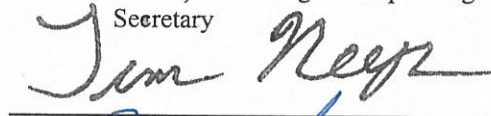


Sara Schmitz, Secretary

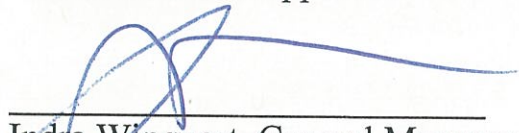


Bruce Noel, Recording Corresponding
Secretary

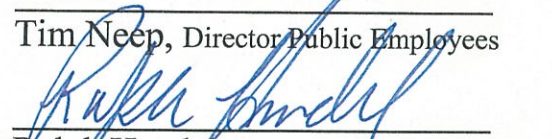
Reviewed and Approved:



Tim Neep, Director Public Employees



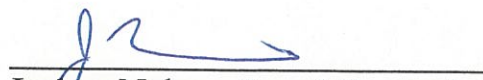
Indra Winqest, General Manager




Ralph Handel, Business Representative




Bob Olsen, Chief Steward



Joshua Nelson, Legal Counsel



Kristine Lebo, Steward



Chris Orton, Steward

EXHIBIT A

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Union Salary Ranges

Effective July 1, 2020

PAY Scale

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Union Salary Ranges

Effective July 1, 2020

Uncertified Scale

*Top of Ranges Increased 1.5%
from previous year.
Min to Max 40%*

GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Minimum	Mid	Max	Minimum	Mid	Max	Minimum	Mid	Max
G3	\$19.91	\$23.89	\$27.87	\$1,593	\$1,911	\$2,230	\$41,410	\$49,692	\$57,974
G4	\$20.92	\$25.11	\$29.29	\$1,674	\$2,009	\$2,343	\$43,521	\$52,225	\$60,929
G5	\$21.97	\$26.36	\$30.75	\$1,757	\$2,109	\$2,460	\$45,692	\$54,831	\$63,969
G6	\$22.72	\$27.27	\$31.81	\$1,818	\$2,181	\$2,545	\$47,261	\$56,713	\$66,165
G7	\$25.22	\$30.27	\$35.31	\$2,018	\$2,421	\$2,825	\$52,463	\$62,956	\$73,449
G8	\$27.64	\$33.17	\$38.70	\$2,212	\$2,654	\$3,096	\$57,500	\$69,000	\$80,500
G9	\$30.16	\$36.19	\$42.22	\$2,413	\$2,895	\$3,378	\$62,733	\$75,279	\$87,826
G10	\$32.62	\$39.14	\$45.66	\$2,609	\$3,131	\$3,653	\$67,845	\$81,414	\$94,983
G11	\$35.08	\$42.10	\$49.12	\$2,807	\$3,368	\$3,929	\$72,972	\$87,567	\$102,161
G12	\$37.57	\$45.08	\$52.60	\$3,006	\$3,607	\$4,208	\$78,145	\$93,773	\$109,402

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Standard Salary Ranges

Effective July 1, 2020

*Top of Ranges Increased 1.5%
from previous year.
Min to Max 40%*

GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Minimum	Mid	Max	Minimum	Mid	Max	Minimum	Mid	Max
16	\$18.65	\$22.39	\$26.12	\$1,492	\$1,791	\$2,089	\$38,801	\$46,561	\$54,321
18	\$20.57	\$24.68	\$28.80	\$1,645	\$1,975	\$2,304	\$42,782	\$51,338	\$59,895
20	\$22.67	\$27.20	\$31.74	\$1,814	\$2,176	\$2,539	\$47,155	\$56,586	\$66,017
22	\$25.00	\$30.00	\$35.00	\$2,000	\$2,400	\$2,800	\$51,996	\$62,395	\$72,794
25	\$28.93	\$34.72	\$40.51	\$2,315	\$2,778	\$3,241	\$60,184	\$72,221	\$84,258
26	\$30.38	\$36.46	\$42.54	\$2,431	\$2,917	\$3,403	\$63,200	\$75,840	\$88,480
27	\$31.90	\$38.28	\$44.66	\$2,552	\$3,062	\$3,573	\$66,352	\$79,622	\$92,893
32	\$40.72	\$48.86	\$57.00	\$3,257	\$3,909	\$4,560	\$84,689	\$101,627	\$118,565

EXHIBIT B
JOB CLASSIFICATIONS & GRADES
 IVGID Utilities
 July 1, 2020

Grade	Job Classification
G11	Sr. Electrician/Instrumentation Technician Assistant Water/Wastewater Operator III Supervisor (Water Lead) Assistant Water/Wastewater Operator III Supervisor (Wastewater Lead) Assistant Collections/Distribution Operator III Supervisor Lead
G10	Collections/Distribution Operator III Water/Wastewater Operator III Senior Inspector
G9	Collections/Distribution Operator II Water/Wastewater Operator II Mechanic II Inspector II Electrician/Instrumentation Technician I Utilities Asset Management Technician
G8	Collection/Distribution Operator I Water/Wastewater Operator I Mechanic I Laboratory Analyst I Inspector I Solid Waste & Regulatory Compliance Technician
G7	Meter Reader I Buildings Maintenance III — Electrical Buildings Maintenance III — Finish Carpenter Buildings Maintenance III — Mechanical Technician Inspector I
G6	Buildings Maintenance II Collection/Distribution Operator in Training Water/Wastewater Operator In Training
G5	Buildings Maintenance I Assistant Mechanic
G3	Customer Service Representative

JOB CLASSIFICATIONS & GRADES
IVGID

Finance/Accounting
Information and Technology (IT)
July 1, 2017

Grade	Job Classification
	<u>Finance/Accounting</u>
16	Administration Technician
18	Accounts Payable Technician
22	Payroll Coordinator
25	Accountant
	<u>Information and Technology (IT)</u>
22	IT Technician
26	IT Network Administrator
32	Principle IS & T Analyst

EXHIBIT E

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

GRIEVANCE FORM

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

Payment of Bills - For District payments exceeding \$50,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$50,000 provided they are budgeted and the expenditure is approved according to District signing authority policy.

July 2023

Date	Check	Payment Type	Vendor	Amount	Status
7/6/2023	7637	EFT	Burdick Ex	\$ 161,034.50	Paid
7/6/2023	781051	CHECK	Granite Construction	\$ 2,107,830.97	Paid
7/18/2023	7678	EFT	Burdick Ex	\$ 565,862.75	Paid
7/20/2023	781131	CHECK	First Non Profit	\$ 54,000.00	Paid
7/20/2023	781146	CHECK	North Lake Tahoe Fire Protection	\$ 141,800.05	Paid
07/20/2023	781147	CHECK	NV Energy	\$ 121,700.53	Paid

MEMORANDUM

TO: Board of Trustees

FROM: Mike Bandelin
Interim District General Manager

SUBJECT: General Manager’s Status Report
Prepared for the meeting of August 9, 2023

DATE: August 9, 2023

General Manager & Board of Trustees Priority Projects & Tasks

ACTION ITEM	TARGET DATE COMPLETION	RESPONSIBLE PARTY	STATUS
Effluent Storage Tank Project <i>Updated 7/31/23</i>		Interim GM Bandelin	Jacobs delivered the “Issued for Construction” plan set and specifications to NDEP for approval. IVGID has received the draft TRPA permit. Staff continues to meet bimonthly with USACE regarding the environmental review. The environmental review is expected to be completed in November 2023. Granite Construction will then develop the GMP for the tank construction.
Effluent Pipeline Project <i>Updated 7/31/23</i>		Interim GM Bandelin	Granite Construction installed approximately 3,300 LF which was the amount under 1a/1b work. As of 7/28/23 Granite’s sub-contractor has removed a total of 100 LF of abandoned effluent pipe where the NDOT Storm Drain project was conflicting with our pipeline. Granite delivered the new OPCC for the remainder of the work on July 28, 2023. Staff is reviewing and will meet with Granite to review costs in early August.

ACTION ITEM	TARGET DATE COMPLETION	RESPONSIBLE PARTY	STATUS
Incline Beach House Project <i>Updated 7/31/23</i>	TBD	Engineering Dept./ Interim GM Bandelin/Chairman Dent	Based on Board direction at the 7/26/23 board meeting, Staff will be soliciting RFQs for Design Build Services to provide a building that has the existing level of service, FB scope expanded bar area, appropriate number of restrooms for the majority of the time, entrance/access project will move concurrently with this project.
Community Dog Park Committee <i>Updated 7/31/23</i>	Ongoing	Interim GM Bandelin/Director of Parks & Recreation Leijon	The GM Advisory Committee on a Community Dog Park is in the process of updating the Community Survey presented to the BOT at the 3/22/2023 Board Meeting. The revised survey will 1) gauge community interest in a dedicated Dog Park, 2) survey location preferences 3) assess amenity preferences. Additionally, Staff has requested information from NLTFPD regarding the use of the Village Green for Care Flight landings and its possible impact the location of the dog park.
USACE Grant Funding for Tank (Pond Lining)/Pipeline Projects <i>Updated 7/31/23</i>	In Process	Interim GM Bandelin	PW Staff continues to work closely with USACE Project Rep to prepare Amendment #1 (Increment 2) – Effluent Export Pipeline Replacement project in the amount of approximately \$3.9M.

ACTION ITEM	TARGET DATE COMPLETION	RESPONSIBLE PARTY	STATUS
<p>Internal Controls Project(s) Review of Internal Control Processes, Policies and Procedures</p> <p><i>Updated 8/1/23</i></p>	<p>Ongoing</p>	<p>Interim Director of Finance Magee</p>	<p>The Finance team has begun internal discussions about creating a ‘priority list’ of policies and procedures to review. One of the first items the team is looking at is Separation of Duties, as part of the Audit process.</p>

PUBLIC WORKS

Engineering Summary of Projects:

- Capital Investment Committee – Skate Park Enhancement, Snowflake Lodge Needs Assessment
- Hold for Funding/Permitting/Contract – Bike Park, Effluent Storage Tank, Snowmaking/Pump Station Improvements
- RFP/RFQ – SPS#5 Wetwell & Manhole Coating, Fall Pavement Maintenance, Incline Beach House, Meter Register & Transponder Installation, Rec Center HVAC Evaluation
- Planning – Boat Ramp Evaluation, Fire Hydrant Replacement, DP Grease Interceptor, DP Upper Parking Pavement, Ski Way Pavement Rehabilitation
- Design – Alder Ave Waterline Replacement, SPS #1, Reservoir 3-1 WPS 4-2/5-1 Pavement & Slope Stabilization, Burnt Cedar Emergency Fuel Tank Replacement, DP Electrical Service Entrance, Burnt Cedar RFID Ped Gate Access
- Construction – Effluent Export Pipeline, DP Kitchen, Reservoir Coating R5-3A R5-3B, Mountain Golf Cart Path Phase II & III, Utility Adjustment in NDOT ROW, Crystal Peak Waterline Replacement, Wetlands Improvements

Water/Wastewater Treatment:

- Water Production – 137.193 MG, 4.426 MGD Daily Avg., 4.738 MGD Daily Max
- Wastewater Processed - 34.058 MG, 1.099 MGD Daily Avg., 1.329 MGD Daily Max
- Total Call Outs - 89

Pipeline:

- Water/Sewer Repairs – 7
- Service Calls – 29*
- Change out 75 meter transponders

*Pipeline crew is covering the meter reader duties that is taking up a lot of time and impacting preventative maintenance work.

Compliance:

- Backflow tests – 437
- Plan Checking – 23
- Grease Program – Grease interceptor installed for T’s

Waste Not:

- HHW & E-Waste - 64

COMMUNITY SERVICES VENUES

Golf Courses

July is now behind us and we have some preliminary revenue numbers from both the Mountain Course and Championship Courses. Green Fee revenue is just under budget at the Championship Course and a little ahead at the Mountain Course. Both courses combined are \$5,369 ahead of revenue budget. Average dollar per day Green fee revenue for 2023 at the Championship Course was \$20,911 compared to \$17,203 in 2022.

Average dollar per round at the Mountain Course was \$7,813, compared to \$6,107 in 2022. Club Rentals is under due in part to over budgeting and less golfers needing rental clubs. This is the same at both courses. Range fee revenues are very close to budget and right at last year's numbers. Lastly, total rounds as you will see from the following charts are ahead of 2022. Reminder that some revenues have still not been recorded and also please note that the expenses included for 31 days of July are estimated as the month has not been closed by the Finance Department.

Note: When looking at the Play Pass Sales numbers, do not compare them to play totals for Play Passes. Play Pass revenue is deferred and not recognized until used.

For the entire month Championship Course

	2022			2023		
	Actual	Budget	Difference	Actual	Budget	Difference
Green Fees	\$533,295	\$503,564	\$29,731	\$635,241	\$648,242	\$<13,001>
Range Fees	\$42,972	\$42,178	\$794	\$45,066	\$45,150	\$<84>
Play Pass Sales	\$534,009	NA		\$481,013	NA	\$<52,996> Behind 2022
Club Rentals	\$14,210	\$19,590	\$<5,380>	\$14,466	\$20,000	\$<5,534>

For entire month Mountain Course

	2022			2023		
	Actual	Budget	Difference	Actual	Budget	Difference
Green Fees	\$189,325	\$190,089	\$<764>	\$242,199	\$223,829	\$18,370
Play Pass Sales	\$89,564	NA		\$71,065	NA	\$<18,499> Behind 2022
Club Rentals	\$6,957	\$11,550	\$<4,593>	\$8,980	\$11,500	\$<2,520>

Budgeted Expenses for Golf Only through all of July-

Championship Course \$614,898 (\$209,500 of expenses are Capital)

Mountain Course \$234,263 (\$100,000 of expenses are Capital)

Championship Course						
Time frame	Round Type	# of Rounds	Capacity	% of Capacity	Total \$\$\$	\$\$/Round
2022	PPH	1725			\$133,156.00	\$ 77.19
July 1-31	NPPH	1045			\$178,732.00	\$ 171.04
	Guest	654			\$ 89,982.00	\$ 137.59
	10 Play	371			\$ 31,535.00	\$ 85.00
	20 Play	297			\$ 23,760.00	\$ 80.00
	AYCP individual	302			\$ 19,110.56	\$ 63.28
	AYCP - Couples	505			\$ 33,602.70	\$ 66.54
	AYCP limited couples	134			\$ 9,916.00	\$ 74.00
	AYCP-Limited	70			\$ 4,429.60	\$ 63.28
	Non-Profit/Other	122			\$ 94.00	\$ 0.77
	PM AYCP	208			\$ 8,977.28	\$ 43.16
Totals		5433	6200	88%	\$533,295.14	\$ 98.16
Avg 175 rounds/day * start time 7:00am and last time for 18 holes is 4:30pm						
** Other includes, Juniors, Employees, PGA, Non-profit, etc						

Championship Course						
Time frame	Round Type	# of Rounds	Capacity	% of Capacity	Total \$\$\$	\$\$/Round
2023	PPH	2024			\$164,257.00	\$ 81.15
July 1-31	NPPH	1148			\$229,998.00	\$ 200.35
	Guest	698			\$104,149.00	\$ 149.21
	10 Play	471			\$ 41,919.00	\$ 89.00
	20 Play	337			\$ 28,308.00	\$ 84.00
	30 Play	206			\$ 16,274.00	\$ 79.00
	40 Play	197			\$ 14,578.00	\$ 74.00
	AYCP-Limited	186			\$ 8,578.32	\$ 46.12
	No-Show PPH	87			\$ 8,688.00	\$ 99.86
	No-Show NPPH	7			\$ 1,392.00	\$ 198.86
	Non-Profit/Other	226			\$ 5,243.00	\$ 23.20
	PM 10 Play	62			\$ 3,385.20	\$ 54.60
	PM 20 Play	81			\$ 4,163.40	\$ 51.40
	PM 30 Play	11			\$ 530.20	\$ 48.20
	PM 40 Play	13			\$ 584.35	\$ 44.95
	PM AYCP Limited	74			\$ 3,193.84	\$ 43.16
	Totals	5828	7068	82%	\$635,241.31	\$ 109.00
Avg 190 rounds/day * start time 7:00am and last time for 18 holes is 4:30pm						

Mountain Course						
Time frame	Round Type	# of Rounds	Capacity	% of Capacity	Total \$\$\$	\$\$/Round
2022	PPH	1856			\$ 67,846.00	\$ 36.55
July 1-31	NPPH	1075			\$ 70,807.00	\$ 65.87
	Guest	538			\$ 29,276.00	\$ 54.42
	10 Play	52			\$ 2,106.00	\$ 40.50
	10 Play (9 holes)	205			\$ 6,658.40	\$ 32.48
	AYCP individual	181			\$ 4,544.91	\$ 25.11
	AYCP - Couples	338			\$ 7,574.58	\$ 22.41
	Non-Profit/Other	152			\$ 164.00	\$ 1.08
	PM AYCP	23			\$ 347.99	\$ 15.13
	Totals	4420	4960	89%	\$ 189,324.88	\$ 42.83
Avg 143 rounds/day						
* start time 7:00am and last time for 18 holes is 5:00pm						
** Other includes, Juniors, Employees, PGA, Non-profit, etc						

Mountain Course						
Time frame	Round Type	# of Rounds	Capacity	% of Capacity	Total \$\$\$	\$\$/Round
2023	PPH	2128			\$ 83,354.00	\$ 39.17
July 1-31	NPPH	1369			\$ 101,649.00	\$ 74.25
	Guest	611			\$ 35,239.00	\$ 57.67
	10 Play	83			\$ 3,436.20	\$ 41.40
	20 Play	51			\$ 1,989.00	\$ 39.00
	30 Play	10			\$ 365.30	\$ 36.53
	40 Play	65			\$ 2,216.50	\$ 34.10
	10 Play (9 holes)	269			\$ 7,612.70	\$ 28.30
	20 Play (9 holes)	1			\$ 26.60	\$ 26.60
	30 Play (9 holes)	11			\$ 274.56	\$ 24.96
	40 Play (9 holes)	27			\$ 629.10	\$ 23.30
	Limited AYCP- (9 holes)	0			\$ -	\$ 22.63
	Limited AYCP- (18 holes)	47			\$ 1,538.78	\$ 32.74
	No-Show PPH	30			\$ 1,207.00	\$ 40.23
	No-Show NPPH					\$ -
	Non-Profit/Other	183			\$ 2,661.00	\$ 14.54
	Totals	4885	6200	79%	\$ 242,198.74	\$ 49.58
					Avg 158 rounds/day	
		* start time 7:00am and last time for 18 holes is 5:00pm				

Mountain Course						
Time frame	Round Type	# of Rounds	Capacity	% of Capa	Total \$\$\$	\$\$/Round
2022	PPH	1313			\$ 30,577.00	\$ 23.29
June 1 to 30	NPPH	950			\$ 58,382.00	\$ 61.45
	Guest	383			\$ 17,881.00	\$ 46.69
	10 Play	25			\$ 1,012.50	\$ 40.50
	10 Play (9 holes)	157			\$ 5,099.36	\$ 32.48
	AYCP individual	175			\$ 4,394.25	\$ 25.11
	AYCP - Couples	316			\$ 7,081.56	\$ 22.41
	Non-Profit/Other	99			\$ 384.00	\$ -
	PM AYCP	23			\$ 347.99	\$ 15.13
	Totals	3441	4080	84%	\$ 125,159.66	\$ 36.37
					Avg 115 rounds/day	
		* start time 8:00am and last time for 18 holes is 5:00pm				
		** Other includes, Juniors, Employees, PGA, Non-profit, etc				

Beaches and Parks

Recreation Pass and Punch Card Update

The Capstone Punch Card verification issue was resolved as of the July 31, 2023, Staff completed the issuance of punch cards requested during the Capstone Punch Card outage and reconciled values for cards that were used during the interruption that occurred on July 21, through July 25.

Entity Card Issuances - All applications for cards for properties held as an Entity have been processed.

Second Degree Family Tree – Additional Purchased Passes - Of the remaining forty-two additional purchased passes issued to family members in the second degree of the family tree, thirty-eight are issued to the owner's grandchildren. The remaining four are issued to siblings of the owner. Navigating each parcel owner's unique

situation requires personalized interaction and significant staff time. Staff expects to complete this process in August.

Fourth of July 2023 Activities Recap

Sunday, July 2nd

NLTFPD Flag Raising/Pancake Breakfast – 8:00am -10:00am – Station 11

North Lake Tahoe Fire Protection Districts Annual July 4th Pancake Breakfast was a smashing success serving 1000 community members and visitors pancakes sausage and all the trimmings.

Kids Bike Parade and Local Heroes Parade - 10:00am IVGID - Southwood to the Village Green – Sponsored by IVGID, IVCBA and Rotary

The adorable children’s Bike Parade led by Tim Kelly boasts of over 200 participants this year. The Local Heroes parade had 50 entries. Twelve IVCB Vets Club Members participated in the Local Heroes Parade.

Community Fair – 11:15am – 2:00pm – Village Green - IVCBA, Vets, IVGID, WCSO, AYSO

Over 300 participants enjoyed booths staffed by local businesses and nonprofits.

Monday, July 3rd

Veterans s Recognition Lunch - 12:00pm - Aspen Grove – Cornerstone Community Church provided vets and active duty with a delicious lunch prepared by Crosby’s and served by Cornerstone Community Church Volunteers. Forty-five lunches were served.

The Flag Retirement on Village Green – Dusk - The moving ceremony attracted approximately 55 participants and volunteers who appropriately honored and retired “Old Glory”.

Tuesday, July 4th

Vets Pancake Breakfast - 8:00 am – 12:00pm - Aspen Grove – IVCB Vets Club/IVGID a long-time favorite served approximately 1000 breakfasts. Proceeds benefit the Incline Village Crystal Bay Veterans Club and its philanthropic programs. Fifty community volunteers helped make the event a success. Gross Revenue for the breakfast was \$12,451.16 while expenses are expected to be approximately \$6,000.

SkyShow - Nightfall - Ridgeline Park Fields at IMS Local families and visitors gathered to watch the SkyShow – sponsored by IVCBA, Hyatt, IVGID and the Visitors Center. Final Event numbers are pending.

The table below provides total beach visits for July 4, 2023 including all of the District beaches as well as a comparison to previous years.

Attendance	2019	2020	2021	2022	2023	Average
Pass Scans	3,424	1,857	2,844	2,796	3,253	2,835
Adults	2,953	1,405	2,293	1,724	1,900	2,055
Youth	895	437	564	496	580	594
Daily Boat Launches	49	17	40	47	54	41
Annual Pass Scan	33	37	30	23	27	30
Total	7,354	3,753	5,771	5,086	5,814	5,556

ADMINISTRATION

Human Resources

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

District Clerk
 Revenue Manager

As discussed at our last Board meeting, the IVGID Senior Leadership team has long ago acknowledged the importance of building a strong management team, having recognized the incredible talent existing within the individual leaders’ staff. As we have experienced leadership changes over the past few months, we have identified employees who have demonstrated strong leadership and operational skills and abilities. As a result of the District’s commitment to a robust succession plan for each division Director, key members of the staff have already begun to step up to take on additional duties left by their outgoing management team. This impressive display of initiative and commitment to this District has reminded all of us of why the District’s employees are its greatest asset.

As we finalize the details of these identified changes, we will ensure timely notification to the Board.

The HR Director has prepared what will become an ongoing, monthly report to reflect the District’s attrition rates reflecting changes in District-wide staffing. As you will see with the chart below, the highest rates of attrition generally coincide with operational changes as our seasonal operations ramp up and close down.

January, 2022 – June, 2023 Attrition Report

Month	Start Ttl #	Ttl Term	End Ttl # of	Avg # of EE's	Attrition Rate
	of EE's	EE's	EE's		
January, 2022	343	24	319	331	6.997
February, 2022	329	22	307	318	6.687
March, 2022	321	48	273	297	14.953
April, 2022	278	47	231	254.5	16.906
May, 2022	273	7	266	269.5	2.564
June, 2022	308	17	291	299.5	5.519
July, 2022	292	18	274	283	6.164
August, 2022	308	32	276	292	10.390
September, 2022	288	16	272	280	5.556
October, 2022	287	25	262	274.5	8.711
November, 2022	379	4	375	377	1.055
December, 2022	459	9	450	454.5	1.961
January, 2023	496	12	484	490	2.419
February, 2023	470	27	443	456.5	5.745
March, 2023	479	59	420	449.5	12.317
April, 2023	448	129	319	383.5	28.795
May, 2023	422	51	371	396.5	12.085
June, 2023	459	12	447	453	2.614

Finance / Accounting

The Finance team is currently in the design phase of multiple reports, with the intent to place the reports on the District’s website when they are ready. Due to several vacancies in the department the project is moving slower than hoped; however progress continues and the intent is to have initial reports ready for the Board’s review sometime in the 4th quarter of calendar year 2023. The intention of the reports is to provide clarity on

current revenues/current expenditures on a periodic basis and to provide more transparency with respect to cash flows.

Information Systems/Technology

The Tyler project is proceeding with a review by our Interim Director of Finance to ascertain which modules we might want to add on for better functionality. We have moved the project closeout report out because of this review.

Public Records Requests

This will be updated in the next General Manager's Report.

Policy 3.1.0, Subparagraph 0.4 – Report to the Board on Contracts Signed by the District General Manager

There were no contracts signed by the District General Manager this period.

Policy 22.1.0 – Disclosure of External Entity Involvement

These forms are still being gathered and will be included in the next General Manager's report.

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

Agenda Items

August 30 (materials are due 8/21 at 8 a.m.)	
PW	SPS #5 Contract Approval & Award
PW	Residential Meter & Electronics Replacement Contract Approval & Award
Finance	FY 2022/23 4 th Qtr. Budget Update & Expense Projects Report
Finance	FY 2022/23 4 th Qtr. CIP Popular Status Report
Finance	CIP Carry-Over Approval
Board	Previous Meeting H-8 Moss Adams Proposal
Legal	IVGID Magazine Advertisement and Content Policy (BBK)
PW/Ski	CIP # 3464SI1002 Snowmaking Infrastructure Replacement – Procurement
Ski	CIP Fleet – Snow grooming machine replacement - Procurement
Ski	CIP # 3469HE1740 Fleet – 14 passenger shuttle van - Procurement
Staff	Review, discuss and provide direction to Staff on the Request for Proposal for District Legal Counsel Services
HR	Executive Search Firm – GM, DoF and DoPW
Legal	Public Records Policy
Board	Moss Adams Report (supplemental material)

September 13	
P&R	Contract Review – Sand Harbor Water Sports & Incline Spirits– expires 9/30 – end of a 2-year contract
F&B	Updated on Food and Beverage (from 7/26/2023 meeting)
Finance	Revised State Budget Forms
PW	Additional SRF Loan for the Effluent Pipeline (may push to 9/27)

September 27	
PW	Rec Center HVAC – Contract Award & Approval for A&E Team
Staff	Pricing Policy

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

Agenda Items

October 11	
General	Contract Review – Alta Vista Cleaning Services – expires 10/31 – has 2 years left on Board approved renewals so doesn’t need to come before the Board for approval
Board	Discussion on creating a District policy on language i.e. Spanish, Italian, Polish, etc.
PW	Reservoir 3-1 WPS 4-2/5-1 Road – Approve & Award Design Contract

October 25	
DP	Hyatt Sport Shop contract – expires 5/2023; comes before the Board at this time because it is only for Ski
PW	SPS #1 Construction Contract Approval & Award
PW	Effluent Pipeline GMP 2 Award

November 8	
BOT	Flashvote contract review – expires 12/2023
Finance	OpenGov contract review – expires 11/30/2023
Finance, HR & IT	Project Closeout Report (within the GM Report) on the Tyler Project ?

December 13	
Multiple	Contract Review – Parasol Tahoe Community Foundation (storage space), First Non Profit (Unemployment), USFS (DP Special Use), TRPA (watercraft inspection) – expires 12/31 Contract Review – Washoe County School District Joint Use Agreement (no expiration – annual review)

Notes

Consent Items

Report Items

Agenda Items

PARKING LOT ITEMS

Date of Request	Item	Requester	Status/Notes	Date Completed
1/18/21	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF	Trustee Schmitz		
11/3/21	Request that the Board discuss a strategy for dealing with e-mails and correspondence that the Board receives. Need to have a strategy and approach on who responded – come up with a consensus by the Board on who responds.	Trustee Schmitz	Related to Policy 20.1.0. Follow up with District Counsel Nelson	
Unknown	Next step on Diamond Peak parking lot/Ski Way – Staff added reminder	GM DPSR Bandelin		
Unknown	Modifications to current budget to reflect grant funding and cost sharing on Effluent Tank	Director of Public Works		
Unknown	Liaisons with Washoe County	Trustee Schmitz		
2/8/23	Capitalization Policy	Trustee Schmitz		
2/8/23	Update on Snowflake Lodge	Trustee Noble		
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble		
4/5/23	Policy 16.1 – Recreation Roll	Trustee Schmitz		
4/5/23	Punch Card Recommendations	Trustee Schmitz		

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

Agenda Items

Date of Request	Item	Requester	Status/Notes	Date Completed
4/5/23	Review policy re: use of procurement cards	Trustee Tulloch		
5/25/23	Family tree (Ordinance 7) review	Trustee Schmitz		
5/25/23	Two (2) Policy 20.1.0 on the website	Trustee Schmitz	This is correct and it will be corrected when one of these policies comes before the Board	
5/25/23	Pyramid (within Practice 6.1.0) – The Board never discussed how our venues fit into the practice	Trustee Schmitz		
5/25/23	Do a survey for the IVGID Magazine to see if there is value in producing a paper copy and mailing	Trustee Schmitz	A survey is being conducted in the upcoming issue of the IVGID Magazine	
06/14/23	Clarification on Scope #3 (IT) with Moss Adams	Trustee Schmitz	Scheduled for 7/26	
06/14/23	All-you-can-play golf pass review	Trustee Schmitz		
06/14/23	Skate Park update	Trustee Schmitz	Most likely to occur sometime in August	
06/14/23	Discuss the possibility of scheduling a community Town Hall or perhaps having a 30-minute social half hour before each Board meeting	Trustee Schmitz	See 6/28 entry; Chairman Dent to schedule 2 days for a Trustee Forum	
06/28/23	Review and Possible Approval of Revisions to Policy 2.1.0	Acting GM Underwood	Moved to parking lot pending outcome of MA work	

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

Agenda Items

Date of Request	Item	Requester	Status/Notes	Date Completed
06/28/23	Review CIP Roles & Responsibilities (Policies 12.1, 13.1 and Practice 13.2	Acting GM Underwood	Moved to parking lot pending outcome of MA work	
06/28/23	Chairman Dent to propose 2 days for a Trustee Forum	Chairman Dent		
06/28/23	Redactions – needs a legal non-meeting as a Trustee requested that the PE's be made public	Chairman Dent		
07/12/23	Waste Management	Trustee Schmitz		
07/12/23	Strategic Plan	Trustee Tulloch	October	
07/12/23	Writing a letter to schools regarding programs	Chairman Dent		
07/26/23	UNR and Washoe County BOT's Additional Training	Trustee Tonking		
08/01/23	General Fund Augmentation (if needed) including public hearing	GM Bandelin/Interim Director of Finance Magee	Will be determined if it is needed	