
NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 p.m. on September 28, 2022 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 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. REPORTS TO THE BOARD* - Reports are intended to inform the Board and/or the public.
 - 1. District General Manager's Report – **pages 4 - 13**
 - 2. Treasurer's Report– Requesting Trustee: Treasurer Michaela Tonking – **pages 14 - 15**
 - A. Payment of Bills (*For District payments exceeding \$10,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$10,000 provided they are budgeted and the expenditure is approved according to District signing authority policy*)
 - 3. Fiscal Year 2021/2022 Fourth Quarter Budget Update – Unaudited Results through June 30, 2022: (Requesting Staff Member: Director of Finance Paul Navazio)
 - A. District Financial Results (Unaudited) Through June 30, 2022 – **pages 16 - 59**

Incline Village General Improvement District

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

893 Southwood Boulevard, Incline Village, Nevada 89451 • (775) 832-1100 • FAX (775) 832-1122

www.yourtahoeplace.com

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NOTICE OF MEETING

Agenda for the Board Meeting of September 28, 2022 - Page 2

- B. Fourth Quarter Popular CIP Status Report Through June 30, 2022 – *pages 60 - 67*
4. Annual Audit Committee Report – Request by Trustee Dent for reconciliation to ACFR; Report by Controller Martin Williams (Requesting Trustee: Trustee Matthew Dent) – *pages 68 - 80*
- F. REVIEW OF THE LONG RANGE CALENDAR (*for possible action*) – *pages 81 - 82*
- G. CONSENT CALENDAR (*for possible action*)
1. **SUBJECT:** Review, discuss, and possibly approve a payment of \$18,293.87 to Erickson, Thorpe & Swainston, Ltd. for Mark E. Smith v. IVGID, Case No. CV18-01564 (Requesting Staff Member: District General Counsel Joshua Nelson) – *pages 83 - 85*
2. **SUBJECT:** Authorization to Transact Under Blanket Purchase Orders for Fiscal Year 2022/2023, Pursuant to NRS 332.115 and Board Policy 20.1.0 (Requesting Staff Member: Director of Finance Paul Navazio) – *pages 86 - 92*
3. **SUBJECT:** Review, discuss and possibly approve Board Policy 15.1.0 – Accounting, Auditing, and Financial Reports – Audit Committee Charter (Requesting Trustee: Trustee Sara Schmitz) – *pages 93 - 123*
- H. GENERAL BUSINESS (*for possible action*)
1. **SUBJECT:** Review, discuss, and possibly approve the District General Manager Goals for Fiscal Year 2022-2023 **and** set a date for the District General Manager’s Performance Evaluation (Requesting Staff Member: Director of Human Resources Erin Feore) – *pages 124 - 128*
Recommendation for Action: That the Board of Trustees make a motion to approve the General Manager’s proposed goals for Fiscal Year 2022-2023 and set a date for the District General Manager’s Performance Evaluation.
2. **SUBJECT:** Review, discuss, and possibly approve a Code of Conduct for Elected and Appointed Officials (Requesting Staff Members: Director of Human Resources Erin Feore and District General Counsel Joshua Nelson) – *pages 129 - 144*
3. **SUBJECT:** Review, discuss and possibly approve Board Policy 3.1.0 – Conduct Meetings of the Board of Trustees (Requesting Trustee: Trustee Michaela Tonking) – *pages 145 - 169*
Recommendation for Action: That the Board of Trustees make a motion to approve Board Policy 3.1.0.
4. **SUBJECT:** Discussion and possible action on revising the District’s Gold and Silver Card Program for Employees and past Trustees to no longer allow access to District restricted-access beaches – *pages 170 -172*
Recommendation for Action: That the Board of Trustees discuss and possibly make a motion to revise the Districts Gold and Silver Card program for Employees and past Trustees to no longer allow access to District’s restricted access beaches and, allow Staff to proceed with notifying current and past Employees and/or Trustees.

NOTICE OF MEETING

Agenda for the Board Meeting of September 28, 2022 - Page 3

- I. MEETING MINUTES (for possible action)
 - 1. Notice of Correction to Meeting Minutes of June 29, 2022 – *page 173*
 - 2. Meeting Minutes of August 31, 2022 – *pages 174 - 257*
 - 3. Meeting Minutes of September 14, 2022 – *pages 258 - 289*
- J. FINAL PUBLIC COMMENTS* - Limited to a maximum of three (3) minutes in duration.
- K. ADJOURNMENT (*for possible action*)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, September 23, 2022 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of September 28, 2022) 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/Board of Trustees/Meetings and Agendas)
- 3. State of Nevada public noticing website (<https://notice.nv.gov/>)

/s/ Susan A. Herron, CMC

Susan A. Herron, CMC

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

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

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

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
District General Manager

SUBJECT: Discussion and possible action on revising the District's Gold and Silver Card Program for Employees and past Trustees to no longer allow access to District restricted-access Beaches

DATE: September 28, 2022

I. RECOMMENDATION

That the Board of Trustees discuss and possibly make a motion to revise the District's Gold and Silver Card program for Employees and past Trustees to no longer allow access to District restricted-access Beaches and, allow Staff to proceed with notifying current and past Employees and/or Trustees.

II. BACKGROUND

The District's Gold & Silver Card Program is a recruitment and retention privilege provided by the District to full time year round employees who are consistently employed for 10 years (silver card) and 20 years (gold card) as well as past IVGID Trustees. The holder of these cards get discounted and/or complimentary use of District venues including the restricted-access beaches. Discounted rates and use are allowed for the cardholder only.

In 1977, the IVGID Board created "Gold Card" privileges to reward the then current outgoing Trustees for their service to IVGID and this practice, at the time, was informal. In 1985 (at which the IVGID Board adopted a formal policy to reward retiring Trustees with Gold Cards), Gold Cards were awarded by Board discretion and decisions were generally made by resolution of the IVGID Board. In 1988, the IVGID Board took action to amend the District's Personnel Policy to provide certain recreational privileges to long time employees who leave the District in good standing which were the Gold and Silver Cards. Finally in 1995, the District eliminated issuance of Gold and Silver Cards to Trustees. No Trustees who were issued a card prior were affected by this action.

The General Manager's Advisory Committee on Ordinance 7 was tasked with evaluating and formalizing recommendations for much needed revisions to the ordinance. During discussion and deliberation between the committee, the committee recommended that although not specifically referenced in Ordinance 7, the subject of beach access for District employees and past Trustees that are Gold and Silver cardholders should be evaluated by the District as it relates to the

language in the Beach Deed and beach overcrowding. Additionally, the Board of Trustees authorized Staff to hire special counsel to review potential revisions to Ordinance 7, including employee and gold and silver cardholder access as they relate to the Beach Deed.

This item would remove access to restricted-access beaches for gold and silver cardholders. It is not and should not be construed as an admission that the Beach Deed does not permit gold and silver cardholders to restricted-access beaches but reflects a very conservative view of the issue.

III. ADDITIONAL COMMENTS

If revised, Staff proposes to notify all current and past employees and/or Trustees who are in possession of silver and gold cards that the District, by action of the Board of Trustees, has made this decision in an effort to remain within the strict parameters of the Beach Deed in an abundance of caution. Staff has attached a draft letter for the Board of Trustees consideration and recommendations for revisions.

Presently, there are 131 silver and/or gold cardholders of which 29 holders are current employees. Below is a chart of five years of overall visits to IVGID beaches by gold/silver cardholders.

	Gold	Silver	Total
2017	43	106	149
2018	37	104	141
2019	33	173	206
2020	44	195	239
2021	28	196	224
2022	88	99	187
Total	273	873	1146

SAMPLE LETTER

Dear X,

With this letter dated September XX, 2022, we are notifying you that your silver and/or gold card issued by the Incline Village General Improvement District (District) will no longer allow you access to the District's restricted-access beaches; all other privileges related to your silver or gold card remain as is.

The District's Board of Trustees has made this difficult decision after evaluating and approving revisions to Ordinance 7. One of the primary purposes to revising Ordinance 7 is to ensure the District is in strict compliance with the beach deed. As you are aware, the District, at its discretion, may revise the privileges extended to the holders of gold and silver cards at any time. We appreciate your attention to this communication and apologize for any inconvenience. Please contact the Human Resources Department at 775-832-1100 if you have any questions related to this matter.

Regards,

Indra S. Winquest
District General Manager

Excerpt from the meeting minutes of June 29, 2022 as adopted

- H.7. SUBJECT: Review, discuss and potentially provide amendments to Policy 15.1.0 to modify the term of Audit Committee appointments to expire in February and to discuss potential additional amendments for future approval regarding Audit Committee eligibility (Requesting Trustee: Trustee Sara Schmitz with support from District General Counsel Joshua Nelson)**

District General Counsel Nelson gave an overview of the submitted materials. The Board had a discussion.

Trustee Tonking made a motion to modify Policy 15.1.0, term of Audit Committee appointments, to expire the last day in February instead of June. Trustee Wong seconded. Board Chairman Callicrate asked for further comments, none were received so he called the question - Trustees Dent, Wong, Tonking, and Callicrate voted in favor; Trustee Schmitz was absent. The motion was passed.

[To record for the record the following term expirations for the appointments previously made and as revised above are as follows:

*Raymond Tulloch – At Large Member – Term Expires February 28, 2023
Vito Brandle – At Large Member – Term Expires February 28, 2025
Mick Homan – At Large Member – Term Expires February 28, 2025
Kendra Wong – Trustee – Term Expires February 28, 2025
Michaela Tonking – Trustee – Term Expires February 28, 2025]*

Excerpt from the meeting minutes of June 29, 2022 as corrected at the September 28, 2022 meeting:

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Kendra Wong – Trustee – Term Expires February 28, 2023*
Michaela Tonking – Trustee – Term Expires February 28, 2023]*

*will be vacated at the end of Trustee term that is December 31, 2022

MINUTES

REGULAR MEETING OF AUGUST 31, 2022 Incline Village General Improvement District

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Board Chairman Tim Callicrate on Wednesday, August 31, 2022 at 6:00 p.m. at the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF TRUSTEES*

On roll call, present were Trustees Tim Callicrate, Matthew Dent, Sara Schmitz, and Michaela Tonking. Trustee Kendra Wong joined the meeting at 6:55 p.m.

Members of Staff present were Director of Finance Paul Navazio, Diamond Peak Ski Resort General Manager Mike Bandelin, Engineering Manager Kate Nelson, and Director of Human Resources Erin Feore. Members of the public physically present were Gail Krolick, Cliff Dobler, Ray Tulloch, Mike Menath, Denise Davis, Judith Miller, Aaron Katz, Dave Noble, Joe Schulz, and others.

C. INITIAL PUBLIC COMMENTS*

Aaron Katz provided written statements to be attached to the meeting minutes. He commented that when he learned about the Recreation Center French Drain Project, that was it for him. He stated that it does not matter if anything else happened up to date and that when the Recreation Center was constructed, apparently, a French Drain was not installed which is a necessity when excavating out a portion of the ground and creating a downstairs, and now we are suffering the consequences. Mr. Katz mentioned he read a statement from Cliff Dobler whom reminded him that we are in the middle of a \$750,000+ remodeling project of the downstairs of the Recreation Center, and the problem is that the French Drain has not been fixed. He commented that there is no socially redeeming value to anything that the Board does. As an example, Todd Lowe, comes up with a plan where we become a City but let's everything that is dysfunctional about IVGID remain, a dumb plan. He commented that the District General Manager is excited about this because it means there is no jeopardy to his job and that the District General Manager gave Mr. Lowe a forum to spread his views on the subject while denying the truth telling opposition equal access because that is what being a community is all about. He commented that is not what his community is about and that IVGID has no power over anything with becoming a City or not becoming a City. He mentioned that he asked the Board to remove the item from the agenda but that they refused and that the facts are what they are. Mr. Katz then brought up the Code of Conduct and commented about three misguided Trustees eliminating their opposition because the opposition refuses to fall in line. He asked where in the NRS it provides that an elected Trustee could be removed by the vote of a couple of other Trustees. He commented that he hopes the Board passes it, hopes they try to get rid of a Trustee and he hopes they are sued because

everything in the document is wrong. He commented that for those that do not get it yet and make excuses, he says, wake up and smell the coffee.

Cliff Dobler read from a prepared statement which is attached hereto.

Gail Krolick read from a prepared statement which is attached hereto.

Yolanda Knaak, IVGID candidate 2022, commented that the Ordinance 7 decision made by the IVGID Board of Trustees has pretty much resolved the overcrowding of the beaches and therefore, she believes it is unnecessary to spend any more money on attorney's fees for the project.

Jack Dalton mentioned he was very disappointed in the Code of Conduct for the Board of Trustees as it leaves it open to parity of three people, and without any chance of appeal or organization. He stated that no governmental association allows for that. He commented that he'd like to understand, if a Board of Trustee member wants to appear before the workforce at IVGID, they have to ask for permission; if they are disrupted by what criteria would be a legal issue, that is one thing, but to have an organization that would prevent the elected Trustees to limit their access to employees is intolerable.

Ray Tulloch read from a written statement that which is attached hereto.

D. APPROVAL OF AGENDA (for possible action)

Board Chairman Callicrate asked for any changes to the agenda; District General Manager Winquest mentioned that Reports Item E.1 is removed in its entirety from the agenda. Trustee Schmitz said she would like to move the Consent Calendar Item G.3 off to General Business Item H.0 for purposes of having some clarification on the subject. District General Manager Winquest noted he was going to make that request as well. Board Chairman Callicrate asked if clarification was obtained before it is removed from the Consent Calendar, would they still like to move the item off? District General Counsel Nelson answered that it can be handled either way; it can be moved now or they can have a clarification with the opportunity to still have it pulled. Board Chairman Callicrate indicated the agenda is approved as revised.

INITIAL PUBLIC COMMENTS (continued)

Board Chairman Callicrate was made aware that there was a Livestream technical challenge at the very beginning of the meeting and as such, allowed the following:

Ellie Dobler re-read the public comments made by Cliff Dobler earlier in the meeting because the Livestream did not pick it up. The written statement is attached hereto.

Mr. Katz declined to repeat his public comment.

E. REPORTS TO THE BOARD*

E.1. Presentation by Mr. Todd Lowe regarding the proposal for a City of Incline Village (removed from the agenda in its entirety)

E.2. District General Manager's Report

District General Manager Winquest reviewed the submitted report; he briefly touched on the dog park project; a District General Manager's Committee has been established and the names of the committee members were read aloud. It was noted that Trustee Schmitz is the Trustee liaison serving on the committee. The committee has met three times so far and conducted a site tour of the site adjacent to the visitor's center, which was identified as a potential site. The committee will continue with the process, which includes looking at one of the other potential sites at its next meeting. The Committee is attempting to meet every two weeks, depending on schedules, with the goal of having recommendations for the Board of Trustees prior to the next year's budget process. Additionally, it was noted that there is information provided by Director of Golf/Community Services Howard about Golf for the Board's review. Trustee Schmitz asked the District General Manager if he could update the Board of Trustees on the status of the insurance reimbursement where the car accident took out some equipment and also asked if the Risk and Resilience Assessment and Emergency Response Plan also includes the Lakeshore Pond that has been discussed? District General Manager Winquest responded that he would obtain the answers to these questions.

E.3. Treasurer's Report– Requesting Trustee: Treasurer Michaela Tonking

- A. *Payment of Bills (For District payments exceeding \$10,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$10,000 provided they are budgeted and the expenditure is approved according to District signing authority policy)*

Treasurer Tonking went over the submitted materials. She mentioned that things are close to being completed with Tyler (new accounting software) and Staff has had training on the Tyler technology. It was noted that in the future, there are additional features of Tyler that can be added.

F. REVIEW OF THE LONG RANGE CALENDAR (for possible action)

District General Manager Winquest reviewed the submitted materials. It was noted that the next scheduled Board meeting is on September 28th. One item that has been added for discussion/possible action is concerning former employees and Trustees to no longer have the ability to use their gold and silver cards for access to the beaches. He mentioned

that depending on the size of the agenda, he would still like to bring back the item of expectations on Board packet materials. He noted that there are two meetings scheduled in October and that Trustee Wong would not be attending the October 26, 2022 meeting. He mentioned that he has been asked about the status a Community Services bond. He reminded those present that the priority projects have been identified and that additional clarification from the Board of Trustees is needed about how to proceed. District General Manager Winquest mentioned that he would prefer to work on this at a workshop versus adding an additional item to a Board meeting agenda. He added that the pace of the projects need to be identified, as well as financing. He will continue to have discussions regarding this topic and will send an email update out to the Board of Trustees. Trustee Dent asked to have an item added to the next meeting agenda regarding the reconciliation of last year's ACFR and the report from the Audit Committee to be presented by Director of Finance Navazio. District General Manager Winquest mentioned that Director of Finance Navazio would not be in attendance at the next Board meeting; he will speak with Staff about who will present the information in his absence. Trustee Schmitz asked that the topic of the Board of Trustees Handbook be added to an upcoming agenda as a discussion item as she would really like the input from the current Trustees before two of the Trustees depart. She mentioned that if Chairman Callicrate could write down some things that should be incorporated into the handbook to clarify the role of the Chair, it would be very helpful. Trustee Schmitz volunteered to take the lead on this task and will pull everything together. District General Manager Winquest noted that this is currently slated to be on the October 12, 2022 meeting agenda. Chairman Callicrate mentioned that at some point, in either October or November, there would be something added to the agenda regarding the non-resident employees and access to the beaches. Trustee Schmitz requested that the Whistleblower Policy be brought back because she would like the input from the transitioning Trustees.

G. CONSENT CALENDAR (for possible action)

- G.1. SUBJECT: Practice 6.2 – Pricing for Products and Services – Approve the cross reference update (Requesting Staff Member: District General Counsel Josh Nelson)**
- G.2. SUBJECT: Approve the Interlocal agreement between IVGID and Washoe County on the East/West Interpretative Parks (Requesting Staff Member: District General Manager Indra Winquest)**
- G.3. SUBJECT: Approve additional funds for special legal counsel work related to the review of Ordinance 7 revisions and other issues related to the District's beach deed in the additional amount of \$20,000 (Requesting Staff Member: District General Manager Indra Winquest and Board Chairman Tim Callicrate) (moved to General Business Item H.0. after a brief discussion)**
- G.4. SUBJECT: Award a procurement contract for installation of RFID – Software and Gantries – 2022/2023 Capital Improvement Project;**

Fund: Community Services; Division: Ski; Project#3499CE2201; Vendor: ACESS; in the amount of \$351,528.10 (Requesting Staff Members: Director of Information Technology Mike Gove and General Manager Diamond Peak Ski Resort Mike Bandelin) (moved to General Business Item H.0.1.)

District General Manager Winquest addressed item G.3., the question is about budgetary authority, the \$20,000 of work was done in 2021/2022 and there are funds available in professional services that have been budgeted. He mentioned that there is a fair amount of money budgeted for legal services annually and the funds are there in case of an emergency and/or if special legal counsel is needed. He noted that this action would not require budget augmentation. As there were questions as to how this related to Policy 3.1.0, he wanted to ensure this was clarified. Trustee Schmitz mentioned that when they do the budget augmentation, these were services provided in the last fiscal year and the payment is in arrears, she did not notice that a carry forward for the \$20,000 was completed; ;thus will this actually be paid out of this fiscal year? District General Manager Winquest said it would be coming out of the funds from 2021/2022 that have been accrued and that the year has not yet been closed. Trustee Schmitz asked if that needs to be carried forward into this fiscal year as the check cut in this fiscal year? District General Counsel Nelson commented that this topic it is turning into a discussion and recommended it be pulled. Chairman Callicrate stopped the conversation and moved this Consent Calendar Item to General Business Item H.0.

District General Counsel Nelson mentioned he has a clarification on Consent Calendar Item G.4.; comments were received prior to the meeting about some inconsistencies with some of the warranty language and cross references in the agreement. Additionally, comments from the vendor have been received whereas they will be requesting some modifications to the boilerplate and legal terms and conditions. District General Counsel Nelson requested that if the Board of Trustees approves this item, they do so with the caveat that he and District General Manager Winquest be allowed to conduct final negotiations related to the legal terms and conditions. He noted that the not-to-exceed price and/or deliverables would not be changed. Trustee Schmitz requested that the agenda item be pulled from the agenda until the contract is complete and can be reviewed. Trustee Tonking requested that the item be moved to H.0.1 and discussed further.

Trustee Tonking made a motion to approve the Consent Calendar as revised; Trustee Dent seconded the motion. Board Chairman Callicrate called the question and the motion passed unanimously.

H. GENERAL BUSINESS (for possible action)

H.0. SUBJECT: Approve additional funds for special legal counsel work related to the review of Ordinance 7 revisions and other issues related to the District's beach deed in the additional amount of \$20,000

(Requesting Staff Member: District General Manager Indra Winquest and Board Chairman Tim Callicrate) (was Consent Calendar Item G.3.)

Director of Finance Navazio noted that because the services were provided last fiscal year, the expense has actually been accrued for and they have just withheld payment-pending approval from the Board on contract authority.

Trustee Tonking made a motion to approve the additional funds for special legal counsel work related to the review of Ordinance 7 revisions and other issues related to the District's beach deed in the amount of \$20,000. Trustee Schmitz seconded the motion. Board Chairman Callicrate called the question and the motion was passed unanimously.

H.0.1. SUBJECT: Award a procurement contract for installation of RFID – Software and Gantries – 2022/2023 Capital Improvement Project; Fund: Community Services; Division: Ski; Project#3499CE2201; Vendor: Axess; in the amount of \$351,528.10 (Requesting Staff Members: Director of Information Technology Mike Gove and General Manager Diamond Peak Ski Resort Mike Bandelin) (was Consent Calendar G.4.)

Diamond Peak Ski Resort General Manager Bandelin reviewed the submitted materials and asked if there are any questions. Trustee Tonking asked District General Counsel Nelson what exactly he is trying to help change. District General Counsel Nelson responded that the vendor has indicated they will be seeking changes to some of the legal boilerplate which is included in the contract. The initial items they have identified are items such as changes to the indemnification, venue and boilerplate terms and conditions, which would need to be finalized before moving forward. District General Counsel Nelson confirmed that it would not change the not-to-exceed amount, scope of their work or the deliverables. Trustee Tonking asked a few questions and mentioned that she is good with moving this forward based on the information received and in an effort to keep the project moving forward. She did mention that if the deliverables or price would be changing, it does need to be brought back to the Board. Trustee Schmitz commented that the issues with the contract is that there are discrepancies on the contract language regarding warranty. She mentioned that there is nothing in the contract about progressive payment timing and there are other items that are not clear and need to be cleaned up. Trustee Schmitz further mentioned that by bringing this item back, she does not believe it will slow anything down. Trustee Tonking responded that she is fine with this but noted that this will slow the project down and it may not be completed until next ski season. Trustee Schmitz asked about the timing for the vendor to get back with their changes. Diamond Peak Ski Resort General Manager Bandelin responded that correspondence was received that District General Counsel will be reviewing and nothing stands out that would deem any risk to the District. He did note that there are many items in the Request for Proposal that do address the questions and as such, he believes it would be a

short time period to have the details finalized. He does not believe there is anything that would require any further negotiations. Trustee Dent mentioned there is a holiday coming up and asked how important is it that the check be cut in 2-3 weeks' versus 4 weeks'; he mentioned he does not see how this would cause a delay. Diamond Peak Ski Resort General Manager Bandelin responded that if we could move this forward at this meeting, it would allow the District to move forward with the purchase order and once this is received and the agreement is signed, they would be able to move forward with the project. If this were put on hold until the last week of September, it would certainly delay the project. He apologized and indicated that in the future, the Board of Trustees will see fully executed agreements rather than documents in draft form. Trustee Schmitz asked to have a special meeting to address this particular item once it has been cleaned up and finalized. Trustee Tonking asked what the costs are involved to hold a special meeting. District General Manager Winqest mentioned that there would be some cost associated with a special meeting. He also mentioned this item was placed on the agenda with the hope that Axess would be willing to sign the agreement, knowing that there is a chance that they will want to negotiate terms and conditions, which ended up being the case. He did note that if this project is delayed for another month, there is no guarantee that it would be completed by the end of this ski season. Trustee Tonking mentioned again that she is okay with waiting but wants to be open with the fact that there will be a delay. Trustee Schmitz clarified that it is not just the vendor negotiations but there are also items within the template that fall on the District and she has already gone on the record to say she will not approve contracts that are not clean and correct. She mentioned that she is supportive of this project but the Board of Trustees needs to be able to review and thoroughly understand the contracts before moving forward. Chairman Callicrate expressed concern about the timing and the need to have a special meeting. He asked for the Trustees input and the consensus was to have a special meeting for this purpose. District General Manager Winqest said he will be in touch with the Board of Trustees with respect to scheduling the special meeting.

H.1. SUBJECT: Review, discuss and possibly authorize Staff to modify the scope of the Mountain Golf Course Cart Path Rehabilitation - Phase 2 Project and design the Mountain Golf Course Cart Recirculation Phase 3 – Project #3241LI1903 - Fund: Community Services; Division: Mountain Golf (Requesting Staff Member: Engineering Manager Kate Nelson)

Engineering Manager Kate Nelson reviewed the meeting material and noted that phase one of this project was completed last year. She brought a pavement specialist on a ride along the rest of the golf cart path to obtain his opinion based on current prices. She noted there is some cracking in the asphalt and there has been a lot of damaged caused by tree roots so they are working with the TRPA forester to see which trees can be removed. For the trees that cannot be removed, they will be cutting the roots to impact future growth. She also indicated they would like to crack fill and slurry seal throughout. As it had been some time since the

initial drive, they conducted another more recent drive and there have been some additional areas that have deteriorated. Trustee Schmitz commended Staff for their time and effort in analyzing this situation and coming back to the Board with a reduction in scope and cost while still delivering a quality project for the customers at the Mountain Golf Course. She mentioned that there are some items in the memorandum that discusses safety concerns and she confirmed that safety issues would be addressed in timely and prompt fashion. Trustee Schmitz mentioned she appreciates the update on the project summary and pointed out one minor oversight on page 132; there is no carry forward augmentation, it is just the budgeted amount, and the \$58,000 is not part of the project. Trustee Dent mentioned it is nice that the project summary on page 132 is redlined. Trustee Tonking asked, if the scope is reduced, would there be work that still needs to be done in three years' time? Engineering Manager Kate Nelson indicated it will be on a rotating schedule but it would be to take care of ongoing maintenance.

Trustee Schmitz moved to authorize Staff to modify the scope of the Mountain Golf Course Cart Path Rehabilitation Phase 2 and design the Mountain Golf Course Cart Recirculation Phase 3. Trustee Dent seconded the motion. Board Chairman Callicrate called the question and the motion was passed unanimously.

Trustee Wong joined the meeting at 6:55 p.m.

H.2. SUBJECT: Review, discuss and possibly approve a Code of Conduct for elected and appointed officials (Requesting Trustee: Chairman Tim Callicrate)

Trustee Dent asked if the document has ever been reviewed? District General Counsel Nelson responded that this was the first time the Board of Trustees has seen this version and that there was a question, regarding page 137, and Trustee Member removal. The draft language does not allow Trustees to remove other Trustees and that the removal refers to Committee Members, which could include the Audit Committee. He confirmed that the Board of Trustees does not have the authority to remove other Trustee Members. Trustee Schmitz mentioned that she was copied on an email from Ms. Becker with some suggestions; one of them being perhaps they separate out what is pertaining to Trustees and what is pertaining to Committee Members because the language is confusing. There is also some cleanup of language that needs to be done. She has been doing some research and has found some websites with some great things in them, which she shared with District General Counsel Nelson. She asked for District General Counsel Nelson's thoughts on some of the websites and suggestions and how to take the information and move forward. District General Counsel Nelson mentioned that he did think the suggested changes were good and Ms. Becker had some good changes as well. He stated that in an effort to move it forward, they can get input on the Code of Conduct at this meeting and if substantial, bring it back, and if not, adopt it. Trustee Dent commented that he thinks the best next

step is to have the suggestions incorporated and brought back to the Board of Trustees for review as a draft. Trustee Tonking agreed and asked if some of the suggestions could be incorporated into the Trustee Handbook. Trustee Schmitz asked if anything was ever received from Dr. Mathis relative to suggestions for Board norms? Chairman Callicrate responded that information is still being received. He then asked District General Counsel how soon they would be able to work with the suggestions from Ms. Becker and feedback from this meeting to complete a draft document and provide it back to the Board of Trustees? District General Counsel Nelson responded that, based on his understanding of the suggested changes, he will be able to get the draft back to the Board of Trustees by the September meeting. Trustee Schmitz brought forth some suggested changes on pages 134, 135, 136 concerning striking out some unnecessary and/or confusing sentences/words. Trustee Dent mentioned that perhaps Trustee Schmitz would like to volunteer to assist with this process. Trustee Schmitz suggested that the District's Director of Human Resources collaborate with District General Counsel Nelson. Trustee Wong requested a red lined version of the document during the next draft review. Chairman Callicrate confirmed this item will be brought back to the Board of Trustees at the September 28, 2022 meeting with a redline version.

H.3. SUBJECT: Review, discuss and provide direction related to submittal of Letter of Intent with the Nevada Department of Environmental Protection (NDEP) related to a Clean Water Revolving Fund (SRF) loan application, to include intent to issue a Revenue Bond secured by net revenues of the District's Utility Fund in support of the Effluent Pipeline Project (Director of Finance Paul Navazio)

Director of Finance Navazio provided an overview of the submitted materials. He noted this is largely an informational item to update the Board of Trustees on Staff's ongoing work to complete an application to the NDEP for a SRF loan to support the Effluent Pipeline project. He also noted Financial Advisor Ken Dieker is present on this portion of the meeting via Zoom. Director of Finance Navazio reviewed the recommendation which is asking the Board to concur by directing the District to complete the application. He noted that the District, through the SRF process, is looking to reserve approximately \$40,000,000 dollars in loan funds, in which they will only be drawing on the funds as needed. Director of Finance Navazio also asked that the Board of Trustees concur with the District moving forward with securing the loan through a revenue bond, which means that it is secured strictly through a pledge of utility fund revenue which is appropriate for the Effluent Pipeline project. Trustee Dent asked if the bond is secured and how would it affect the ability to secure and receive grant money? Director of Finance Navazio responded that he does not believe this will be an issue as it is common for there to be multiple funding sources for projects. He believes that the District's ability to leverage the grant dollars would be one approach and it helps getting the agency more comfortable. He stated that given the competitive nature of grants, he does not anticipate that being an issue. Trustee Dent asked about the timeline and

invoicing associated with the project and if we think we can get the project completed within the next three summers? Director of Finance Navazio responded that the District is trying to get through the loan application process and get the go ahead from the SRF; there may be some flexibility in terms of the date of the loan closing. He mentioned wanting to have access to the loan prior to awarding the contract and noted that he is likely to be in front of the Board of Trustees with an item to authorize the District to secure the pipeline materials via a purchase contract. He elaborated a bit further on the explanation and Trustee Dent appreciated the additional information. Director of Finance Navazio noted that while nothing is being committed to tonight, it is likely a loan will be requested for more than what is thought to be needed because the contract will be awarded in 3-4 year phases. Trustee Tonking asked Trustee Dent if he thinks materials costs will continue to increase year over year? Trustee Dent responded yes, and he has seen materials increase as often as every two weeks. Director of Finance Navazio commented that because the SRF is Federal funding, loan requirements need to be met on the materials and there may be some cost implications. Trustee Schmitz asked if the cost related to obtaining the loan is tied to the dollar value to the request of fund. Mr. Dieker mentioned he does not know what the cost of issuance will be but they will get a budget together that will be fully disclosed with the loan documents. Trustee Schmitz mentioned that if all of the funds are not needed, and it is costing more to go after them, the costs are being increased based on funds that are potentially more than what is needed. Mr. Dieker mentioned that there are no variable rates, but rather fixed costs that are negotiated in advance. Trustee Schmitz referenced language that refers to this taking four seasons and noted the loans have to be fully expended within three years. Director of Finance Navazio explained that they have been provided with just a sample timeline of the proposed schedule. He noted that any funds secured with a SRF loan, the funds are available for three years; the District will obtain clarification on whether that means completed work or a commitment of work. He explained further that it will be a function of cash flow; this will be part of the loan documents. Chairman Callicrate confirmed tonight is for concurrence to move forward on the letter of intent.

Trustee Tonking mad a motion to approve the submittal of Letter of Intent with the Nevada Department of Environmental Protection (NDEP) related to a Clean Water Revolving Fund (SRF) loan application, to include intent to issue a Revenue Bond secured by net revenues of the District's Utility Fund, in support of the Effluent Pipeline Project. Trustee Dent seconded the motion. Board Chairman Callicrate asked for further comments, receiving none, he called the question and the motion was passed unanimously.

At 7:25 p.m., Board Chairman Callicrate called for a break; the Board reconvened at 7:35 p.m.

Trustee Dent physically left the meeting at 7:25 p.m. and rejoined the meeting remotely at 7:38 p.m.

H.4. SUBJECT: Review, discuss and possibly approve the recommended Fiscal Year 2021/2022 Carry-Forward Appropriations (amending the Fiscal Year 2022/2023 Budget) and a review of the unaudited 4th Quarter CIP Status Report (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio provided an overview of the submitted materials. He mentioned that in prior years, carry over estimates were included with the budget adoption process and then they come back to clean it up because the estimated carry over amount may differ a little. Additionally, beginning last year, the carry over portion was deferred to after the close of the fiscal year for accuracy purposes. He also mentioned that this was slated for the Trustee's review in September, but because of the transition to the new financial system and tightening internal controls, it was placed on this meeting agenda. In total, the recommended carry over amount is \$9,652,731. If approved, this will authorize the District to amend the budget. He noted that there is \$3,500,000 that is committed to projects and contracts that have not already been finalized/completed yet. Trustee Schmitz asked if the Tyler system should be added as this is something that is still in progress with respect to the implementation? Director of Finance Navazio explained that the Tyler system is funded under the 2021/2022 fiscal year and there is still some unspent money. He further explained that the project is moving from the implementation phase to the ongoing annual maintenance portion of the contract and there may be costs with the payroll implementation. It is not included in the carry over recommendation, and if it were to be, it would be handled separately as it is under the General Fund. Trustee Schmitz asked if this is something that should be allocated to the budget since some components have not yet been completed? Director of Finance Navazio explained as it relates to both the capital projects and capital fixed assets, they are available and up and running and they are simply standing up modules and loading data.

Trustee Schmitz mentioned that Trustees Tonking, Dent and Schmitz previously requested to see a separate project for the Recreation Center tenant improvements and she believes \$110,000 needs to be allocated to that project. Director of Finance Navazio responded that the project has been established and the actual Year End and the final CIP status report will be brought to the Board of Trustees at the end of September. Trustee Schmitz asked if the Board of Trustees needs to augment for the tenant improvement project? Director of Finance Navazio responded that there is not a need to augment the budget and it would be in the form of a re-allocation which will be presented to the Board of Trustees. Trustee Tonking referenced the different mowers listed under the Championship Golf Course and asked how everyone felt about having these listed as one item instead of six different capital projects? Director of Finance Navazio mentioned that from a Staff perspective, they would like to work on moving in that direction as they work on the 2023/2024 budget by consolidating the Fleet replacement with a single line item within each fund and that the list of all of the vehicles would still be provided. Trustee Schmitz mentioned that she likes seeing the line item rolling stock and

what is going to be purchased. Trustee Dent mentioned he does like the idea of separating them out and would be in favor of having it as a rolling stock in the future. Director of Finance Navazio noted that when the first quarter CIP status report is presented, he would like to add a column for the encumbrance so that it shows the budget, dollar amount spent, what dollars have been committed by contract and what is available, which will be the net amount. Trustee Schmitz raised a question because of an issue brought up in public comment. She noted that there are funds that are budgeted and carrying funds over so the funds are available when a contract needs to be signed; Mr. Dobler made a recommendation about breaking things apart and doing a budget augmentation as needed. Director of Finance Navazio mentioned that Staff are always interested in refining the budget; the budget is more about spending authority and not cash flow. He explained that if there is design and construction budgeted in the same fiscal year but not awarding construction in that same year, it should be broken out. He also noted that with the District's transition for Community Services beach fund, back to an enterprise fund, it is easier to amend the budget during the year; funding is still needed in place to be consistent at the time that contracts are awarded.

Trustee Tonking made a motion to approve augmentation of the Fiscal Year 2022/2023 approved budget to reflect carry-forward of available appropriations from the Fiscal Year 2021/2022 budget in support of ongoing capital improvement and other projects with funding provided in the prior fiscal year in the amount of \$9,652,731, as reflected in Attachments A and B. Trustee Wong seconded the motion. Board Chairman Callicrate asked for further comments, receiving none, he called the question and the motion was passed unanimously.

H.5. SUBJECT: Review, discuss, and possibly approve the District General Manager Goals for Fiscal Year 2022-2023 and set a date for the District General Manager's Performance Evaluation (Requesting Staff Member: Director of Human Resources Erin Feore)

District Manager General Winquest mentioned that he has received some questions concerning what he has recommended. He gave Dr. Mathis a list of concepts for performance goals and they were just general ideas to consider. Director of Human Resources Feore gave an overview of the submitted materials. Board Chairman Callicrate said he likes the top five goals that have been presented and feels that any more than that will be too cumbersome. He mentioned that he does not have a problem if his fellow Trustee members have other goals listed as their top five; the goal is to set the District General Manager up for success. He reiterated that he is comfortable with the first five goals and mentioned that if tweaking the goals is necessary, he has no issues with coming to a workable consensus amongst Trustee members. Director of Human Resources Feore mentioned that because there is a lag between his evaluation and the goal setting, between 5-7 goals seems to be reasonable and achievable. Trustee Schmitz mentioned that she is not hung up on a number of goals as the

District General Manager has Staff and a lot of the goals end up being delegated to Staff members. She stated to her it is more important to have a set of complete and comprehensive goals that encompass all of the various tasks and activities that is expected to be accomplished. Further, having clear items makes it that much easier for the Trustees to be consistent on how they evaluate the District General Manager at the end of the year. Director of Human Resources Feore stated that if the Board of Trustees can provide her with just a general idea of what they would like to see, she could tweak the document and send it back out to the Board of Trustees for review. She stated she wants the Trustees to be comfortable and that when the evaluation period is reached, everyone has the same list of items to evaluate the District General Manager's performance on. Trustee Tonking thanked Director of Human Resources Feore and mentioned she appreciates everyone's feedback. She reviewed the list provided by Trustee Schmitz and compared it to the original materials provided and came up with 13 items. There was some discussion between Trustee Tonking and Trustee Schmitz on the details and specificity of the proposed goals. The topic of measurement of success was also discussed. Trustee Tonking asked about the Lakeshore raw sewage holding pond and whether there has been any/enough discussion at the Board of Trustees level to be able to provide direction. District Manager General Winquest stated there has not been any discussion at the Board of Trustees level and he mentioned that clear expectations are needed in order to measure success. Trustee Tonking raised the topic of punch cards and questioned this task and whether the Board of Trustees has provided enough direction. Trustee Schmitz noted that there was a previous discussion about how some cards have funds from the beach and elsewhere and there was concern about comingling. She recalled that Director of Finance Navazio stated that a strategy is needed in regards to punch cards. Trustee Schmitz explained that she went through the budget and Strategic Plan to assist with the ideas. Director of Human Resources Feore suggested that the job description be reviewed as well. Trustee Dent mentioned that it comes down to goals and what is measurable. He stated that further down the road and for the next Board of Trustees, he thinks it would be great if the Trustees reviewed how the District General Manager matched up to the goals that have been set for him. He mentioned he feels like this puts everyone on the same page and provides clarity for the District General Manager concerning expectations and the performance review. Trustee Dent stated that the goals that pop out to him are the Board packets and having the Board packets be as detailed as they say they are. He mentioned that he generally monitors goals on a weekly, monthly, quarterly or annual basis and can then evaluate on whether something needs to be changed or not. There was little discussion on how certain goals can be measured. Director of Human Resources Feore stated that she would like to work together to create a process for future Board of Trustees and consistency moving forward. Trustee Dent shared the goals that stood out to him. Trustee Wong mentioned that she agrees with the approach that is being taken thus far. She mentioned that she feels a little awkward in this process since she will not be assessing the District General Manager against these goals next year. She feels that the input from the three Trustees, who will remain on the Board of Trustees, should weigh a bit more than

her input. She noted that when she and Board Chairman Callicrate joined the Board eight years ago, there was a fantastic strategic planning session that helped everyone start rowing in the same direction. She stated that with two new Board members coming on the Board, she recommended that a third party consultant lead the Board of Trustees through a strategic planning process. She commented that there has not been any real in depth conversations about what the District is and where it is headed. Chairman Callicrate agreed that the three Trustees that are going to remain need to have a greater input. He asked that the input be taken into consideration and put in a more tangible document so the Board can review again. Director of Human Resources Feore agreed to this and asked for direction from the Board of Trustees on what they want the overall document to look like. She explained that you can have expectations of the District General Manager that do not necessarily fall under goals. She noted that when looking at the goals, look for things that can change, be improved upon, grow, etc. She would also like everyone to consider having this process closer to the evaluation date. Trustee Tonking shared what she likes about the format of the goals and providing some recommendations. Trustee Schmitz asked that the District General Manager's job description be shared with the Board of Trustees to see if it jogs the Boards thought process. District Manager General Winquest asked if everyone could look at item #10 on Trustee Schmitz' list; there was a brief discussion and a consensus to keep that item on the list. Director of Human Resources Feore mentioned that she likes the idea of having main categories with sub-categories with some direction so it is very clear concerning expectations. She confirmed she has what she needs in order to prepare the documentation and submit it to the Board of Trustees for review and feedback prior to the next meeting.

I. MEETING MINUTES (for possible action)

I.1. Meeting of July 27, 2022

Board Chairman Callicrate asked for any changes; none were received. Board Chairman Callicrate said that the meeting minutes were approved as submitted.

J. FINAL PUBLIC COMMENTS*

Joe Schulz commented that as he was listening to the conversation about the goals for the District General Manager, he was reflecting that perhaps what you are really discussing are the goals for the Board in general, and whatever the goals are for him, are a reflection of what you should be working on. He stated there are goals that have been present and worked on for years, maybe decades, but certainly every time that a new Board is convened, some new ideas come up. He commented that whatever you are going to measure the performance of the District General Manager on is on how he implements the goals that you set for yourself. Mr. Schultz said he read the Code of Conduct and mentioned that it seems way too voluminous which could probably be boiled down to be respectful and be kind. He states the only time he has witnessed people out of hand is when people in the community are addressing the Board, which is unfortunate.

He noted that it seems to be toning down which is nice to see; he really wonders about the Code of Conduct and the degree of specificity.

Yolanda Knaak, IVGID Trustee candidate 2022, wanted to share with our community about something that is important to understand. She referenced getting a loan with the SRF Loan Program, through State of Nevada, is unique to Nevada. The State requires a bond, unlike most bonds, and we do not have to put up money. She stated that in the past, this was a red flag, and she wanted to share that with the other people who might have been unclear on that.

Ray Tulloch wanted to echo Mr. Schultz' comments, and stated that the District General Manager's goals should be very much aligned with the Board strategies which should be incumbent on the Board to be very clear with what the desired strategies and priorities should be.

K. ADJOURNMENT (for possible action)

The meeting was adjourned at 8:26 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular August 31, 2022 Meeting – Agenda Item C – Public Comment – What happen to the attorney's fees accounting in the Mark Smith lawsuit Staff promised on June 29, 2022?

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular August 31, 2022 Meeting – Agenda Item G(3) – Spending an additional \$20,000 or more on attorney's fees to provide a legal opinion insofar as beach deed restrictions are concerned

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular August 31, 2022 Meeting – Agenda Item C – Public Comment – The final straw insofar as our professional Staff's incompetence and negligence – the missing Rec Center French drain

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular August 31, 2022 Meeting – Agenda

Item E(1) – Todd Lowe’s presentation concerning efforts to create the City of Incline Village

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board’s regular August 31, 2022 Meeting – Agenda Item C – Public Comment – Providing senior and disabled transportation in Incline Village for a fraction of our actual costs associated therewith

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board’s regular August 31, 2022 Meeting – Agenda Item C – Public Comment – Staff’s giveaway of free parking/shuttle access service to the Tahoe Transportation District (“TTD”) for its 2022 Lake Tahoe Summit

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board’s regular August 31, 2022 Meeting – Agenda Item G(2) – Maintaining the County’s East/West parks located in Incline Village for a fraction of our actual costs associated therewith

Submitted by Cliff Dobler: These comments are to be made part of the meeting minutes.
By Cliff Dobler

Submitted by Gail Krolick

Submitted by Ray Tulloch

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENT – WHAT HAPPENED TO THE
ATTORNEY'S FEES ACCOUNTING IN THE MARK SMITH LAWSUIT
STAFF PROMISED ON JUNE 29, 2022?**

Introduction: At the Board's June 29, 2022 meeting it approved entering into a settlement agreement with Mark Smith ending his public records litigation. At page 380 of the Board packet for that meeting, staff represented that an updated breakdown of all fees and costs incurred defending that case through the date of that meeting, presumably including unreimbursed staff time, would be provided at the next Board meeting. It never has. And the public wants to know the extent of this waste. WHERE IS IT INDRA? That's the purpose of this written statement.

WHERE IS IT INDRA?

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

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM G(3) – SPENDING AN ADDITIONAL \$20,000 OR MORE
ON ATTORNEY'S FEES TO PROVIDE A LEGAL OPINION INSOFAR AS
BEACH DEED RESTRICTIONS ARE CONCERNED**

Introduction: The Board previously appropriated \$25,000 to secure a legal opinion addressing beach deed access and use restrictions. Although the \$25,000 has been spent, so far the public has seen no legal opinion. And notwithstanding, staff is asking for an additional \$20,000 which at best may result in an opinion which is just that; an opinion. For these kinds of sums we could have filed and prosecuted a NRS 43.100 confirmation petition. That's what we should do. And that's the purpose of this written statement.

Read My E-Mail to the IVGID Board¹: It's all there!

NRS 43.100 Provides a Procedural Means to Resolve All of These Questions: NRS 43.100(1) instructs that a "governing body² may file...a petition...in the district court...praying (for) a judicial examination and determination of the validity of any power conferred or...any instrument, act or project of the municipality, whether or not such power has been exercised." In other words, whether non-local parcel owners or those whose parcels are located outside the boundaries of IVGID as they existed in June of 1968, are entitled to access and use of the beaches.

And You Wonder Why the RFF We're Forced to Pay is Out of Control? I've now provided more answers.

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

¹ My August 31, 2022 e-mail to the IVGID Board on this subject is attached as Exhibit "A" to this written statement.

² NRS 43.060(1)(b) and 43.080 instruct that a governing body includes a "board of trustees...or other legislative body of a municipality proceeding under this chapter." Municipality is defined to expressly include "any...general improvement district."

EXHIBIT "A"

Re: Remove Agenda Item G(3) From the August 31, 2022 Board Meeting Consent Calendar - No More Legal Fees on a Beach Deed Opinion - NRS 43.100 or Nothing

From: <s4s@ix.netcom.com>
To: Callicrate Tim <tim_callicrate2@ivgid.org>
Cc: Dent Matthew <matthew.ivgid@gmail.com>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Re: Remove Agenda Item G(3) From the August 31, 2022 Board Meeting Consent Calendar - No More Legal Fees on a Beach Deed Opinion - NRS 43.100 or Nothing
Date: Aug 31, 2022 3:17 PM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

It's just EVERYTHING. The more one looks, the things our vaulted staff due look stupider and stupider and waste more and more. And if you Board members don't put your feet down and do something, EACH OF YOU IS JUST AS STUPID!

\$25K was spent with an attorney to give an opinion has to restricted use of the beaches. It was NOT spent for an attorney to put into legalese, some of the substantive modifications to Ordinance 7 Board members came up with.

But that didn't happen and even today, the public has been deprived of the legal opinion their monies were spent on.

And now staff want to double down by in essence doubling the expenditure.

Don't you remember I objected to the expenditure on day 1? Don't you remember I asked the Board file a petition for confirmation where all these issues could be resolved fully, finally, and forever? And I was criticized because look how much it would cost.

Well now in retrospect, we see this is EXACTLY what should have taken place. Because any "opinion" by an attorney will be worth nothing more than his/her opinion. We want finality.

Furthermore, we all know the attorney is not going to come up with an opinion which precludes use of the beaches by non-parcel owners. So what's the purpose?

And what about the unreimbursed staff time which has been charged to this project in addition to the \$25K and \$20K? When everything is said and done, we will have paid well in excess of \$50K and for what?

And BTW, how did this item get on the consent calendar? What is so routine about it? Where has the add'l \$20K already been appropriated?

Pull this matter from the consent calendar. Let's get all the facts on the table. And then as Indra suggests (page 073 of the Board packet) "not approve (this matter) at this time."

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENT – THE FINAL STRAW INsofar AS
OUR PROFESSIONAL STAFF'S INCOMPETENCE AND NEGLIGENCE –
THE MISSING REC CENTER FRENCH DRAIN**

Introduction: When the Rec Center was designed and constructed, no one thought to ensure a French drain and sealing of a concrete block retaining wall be constructed. But it wasn't. And now we have evidence of percolating water damage to the men's locker room. And what's more bothersome is that we're in the middle of a \$750K or greater Rec Center locker room renovation project which will be damaged from future sub-surface water intrusion if a French drain is not installed first. And that's the purpose of this written statement.

Read My E-mail to the IVGID Board¹: There I chastised the incompetence of our staff for having allowed this to occur. Rather than re-stating, I point the reader to this e-mail.

Cliff Dobler's August 25, 2022 Memo to the IVGID Board²: made the additional point that that we shouldn't be in the middle of a renovation project without first having addressed the lack of French drain. I agree!

Conclusion: Incompetence such as this keeps happening over and over again. When is our staff going to learn and start doing their jobs? It's time for you Board members to put your collective feet down and just say no!

And You Wonder Why the Recreation Facility Fee ("RFF") We're Forced to Pay is Out of Control? I've now provided more answers.

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

¹ My August 19, 2022 e-mail to the IVGID Board on this subject is attached as Exhibit "A" to this written statement.

² That memo is attached as Exhibit "B" to this written statement.

EXHIBIT "A"

More Evidence it's Essentially EVERYTHING Your Vaunted Staff Do. It Doesn't Matter What it is, When it is Done, Who Was/is in Charge, Who Was Our GM...It's Essentially Everything! It's Time For All of You to Resign, IVGID to be Dissolved, and Whatever's Here to Be Turned Over to Responsible Stewards. Because the Proof of the Pudding is That's NOT YOU! Nor Your GM!

From: <s4s@ix.netcom.com>
To: Tim <tim_callicrate2@ivgid.org>
Cc: Matthew <dent_trustee@ivgid.org>, Kendra Trustee <wong_trustee@ivgid.org>, Sara <schmitz_trustee@ivgid.org>, Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: More Evidence it's Essentially EVERYTHING Your Vaunted Staff Do. It Doesn't Matter What it is, When it is Done, Who Was/is in Charge, Who Was Our GM...It's Essentially Everything! It's Time For All of You to Resign, IVGID to be Dissolved, and Whatever's Here to Be Turned Over to Responsible Stewards. Because the Proof of the Pudding is That's NOT YOU! Nor Your GM!
Date: Aug 19, 2022 11:14 AM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

This is a subject matter I have brought to your attention a number of times before. Well now it's to the point that there's ZERO social redeeming value to any of you. Staff, GM, Board...any of you. I've now seen evidence of the last straw. And here it is.

I was going through the recent CIP budget all of you approved looking for one thing, when by happenschance I came across another.

CIP Project #4884BD2202 - Rec Center Exterior Wall Waterproofing & French Drain (you can read the project summary at page 61 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/2023_Capital_Plan_Summary_with_Capital_Project_Datasheets_as_of_5.26.2022.pdf).

Let me recite what your vaunted staff have disclosed on the project summary; their words: "The wall to the west of the main entrance (to the existing Rec Center), as well as the gym wall that extends north, is in need of waterproofing as well as...installation of a French Drain...Evidence of water intrusion through the concrete block wall has been seen in the men's locker room with water puddling below the lockers. **During the construction of the Rec Center, the French drain was not installed to bring drainage away from the building nor were the concrete block walls waterproofed.**"

What STUPID person doesn't know that when you construct a structure on a parcel with a slope, you're probably going to have to install a French Drain to protect your structure from sub-surface water?

And how long has this \$750K+ Rec Center locker room project been going on? How long ago was a third party design engineer engaged? How long ago were plans drawn and approved? How long ago did someone actually physically examine the site and notice that there was water intrusion and puddling below the lockers? How long, how long, how long? And when did staff actually bring this condition before the Board and the public rather than burying it in the CIP WITHOUT THE BENEFIT OF A PROJECT SUMMARY?

Well apparently YEARS AGO! And EVERY one of your past staff at the time, the previous Board, your previous engineering department, your previous GM at the time, Sheila Lejoin whose job it is to manage this structure as a Recreation Director, etc., etc. And now because of this negligence (yes, **this is exactly what it is**), we innocent successor in interest property owners have to spend \$100K to fix someone else's negligence. Again, no accountability whatsoever.

What I have described permeates essentially everything that takes place here in IVGIDville! EVERYTHING. I could give you quite a laundry list of just the negligence and staff lies I am aware of.

But what's the sense? I call them to your attention and you ignore me. Like I'm the problem. Because I call out your staff for what they are and they don't want to hear the truth. And I don't give them the respect they demand yet don't deserve.

And now I can take a step backwards and see it has been essentially everything since IVGID was created!

And when do we get to the point where we say that's it? We've had enough? There's no sense going any further with any of those people?

Well I say we're beyond that point. It's over.

I'm tired of having to pay for past incompetence. I'm tired of hearing it's water under the bridge and there's nothing we can do about past transgressions. I'm tired of having to financially bail out past incompetence, negligence and lies. I say collect it from these people! Go after Brad Johnson, Joe Pomroy, Gerry Eick, Steve Pinkerton, Misty Moga, Charlotte Crowley, Susan Johnson, Dee Carey, Nate Chorney, etc. Or if you can't or won't, **GO OUT OF BUSINESS** because you don't deserve to be in business. And I resent the fact you're involuntarily dragging me and other local property owners along for **YOUR RIDE**.

It's time to put an end to **ALL OF THIS**. Because your vaunted staff just isn't capable of doing **ANYTHING** in a professional manner. Nothing. Cliff Dobler, Linda Newman, Frank Wright, Joy Gumz, Dick Warren, Mike Abel, I and others have provided evidence after evidence after evidence. So you can't play the ignorance card. You need to disband your internal services altogether. **IT'S A FRAUD**. We don't need to be paying Kate Nelson \$130/hour to draft a memo to the Board seeking approval to spend nearly \$50K on new Burnt Cedar pool furniture. Yet we do. You need to fund these services so you have the money to outsource the services represented thereby which will end up costing us less money and result in a far more professional work product than is currently generated.

Better yet, you Board members should **RESIGN! YOU'RE INCOMPETENT!** Don't you get it Kendra and Michaela and Tim? **YOU'RE INCOMPETENT!** And before you resign, initiate proceedings to **DISSOLVE IVGID**. There's **NO REASON** for it to exist! **NONE!** Turn over our operations to the County or a new city.

We're **NOT** here to provide senior and disability transportation. It's RTC's job! Yet Indra panders to the county for a measely \$17K so he can provide these services for many, many times the \$17K we receive and local property owners end up involuntarily picking up the difference! Under the guise I'm paying for the availability to access these **FREE** or next to free general public services no less. And I don't want to hear "it's what being a community is all about." Tell this to the county which is our local government for such governance.

We're not here to maintain the county's east/west parks. It's the county's job! Yet Indra panders to the county for a measely \$8K/annually so he can provide these services for many, many times the \$8K he receives (assuming he remember to seek payment from the county which **HE AND HIS TEAM OF BUFFOONS FORGET TO SEEK FOR OVER 20 YEARS**), and local property owners end up involuntarily picking up the difference! Under the guise I'm paying for the availability to access these **FREE** general public facilities no less. It's part of what being a community is all about.

We're not here to snow plow/sand the county's publicly dedicated Country Club to Ski Way to Fairview. It's the county's job! Yet Indra hides the truth from the public (or he plays dumb about thsy truth) so he can spend many hundreds of thousands of dollars on Cat Loaders, dump trucks, maintenance, repair and fuel for this equipment, the PW garage to nowhere, fully stocked specialty tools so our staff can maintain and repair the same, staff costs, etc.) to provide these services, and local property owners end up involuntarily picking up the difference! Under the guise I'm paying for the availability to access these **FREE** general public facilities no less. It's part of what being a community is all about.

We're not here to provide **FREE** land to Parasol so they can build a community center building.

We're not here to provide FREE land and a FREE surrounding park to the County so they can build a Visitor's center building.

We're not here to provide essentially FREE everything to the DPSEF.

We're not here to provide recreational facilities and services to favored nonprofit collaborators so they can mark up their costs for fund raising purposes.

We're not here to provide a "club" of their own for Boys and Girls club members (many of who aren't even residents of Incline Village/Crystal Bay).

It's time to put an end to ALL of this. And if you won't, future local property owners will be forced to pay. And get very little for their payment. And when they ask why, **READ THIS E-MAIL FOR GOD'S SAKE!**

Respectfully, Aaron Katz

EXHIBIT "B"

Please acknowledge receipt of this correspondence. Thank you.

August 25, 2022

To: IVGID Board of Trustees

CC: Indra Winqest

From : Clifford F. Dobler

Re: Rec Center Exterior Wall Waterproofing & French Drain #4884BD2202

Do you as Trustees recall the old saying "the cart before the horse"? So goes the above referenced "capital project".

According to the project summary, water is intruding through the concrete block wall and water is puddling under the men's lockers in the locker room. The water proofing of the block wall and a French drain were not completed when the building was built. Fair enough, mistakes happen.

The puzzle, which needs to be disclosed to the public, is why would IVGID staff budget \$100,000 for the project and begin rehabilitating the men's restrooms before the waterproofing and French drain are completed?

According to Mr. Navazio's March 31, 2022 CIP report and a recent public records request no money has been spent and the project has apparently not been completed. By chance, I ran into the assistant project manager of Brycon, the contractor on the locker rooms, and inquired if she knew if the water proofing and French drain had been done. She indicated the project was introduced to them, however, no action was taken by Brycon.

I do recall that the stones against the north wall had been removed and then replaced. I did notice that a French drain may have been installed which gathers the runoff from a gutter on the roof. I do not believe any waterproofing of the wall was completed. It is possible the French drain had always been there.

So what's up? Has the project been cancelled or have the geniuses in engineering decided on a quick fix or has no actions been decided?

Why don't one of you (that would be a trustee) ask what's up and let the public understand how a \$100,000 budget item may not have been addressed prior to beginning the locker room rehab. August 31st is next week. Try to act concerned.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM E(1) – TODD LOWE'S PRESENTATION CONCERNING
EFFORTS TO CREATE THE CITY OF INCLINE VILLAGE**

Introduction: The arrogance staff have for the local parcel owners who involuntarily finance their excess salaries and over benefits is stunning. And the disinterest Board members have in being local parcel owners' watchdogs over staff's less than stellar activities is disturbing. And here we have another example of both. And that's the purpose of this written statement.

Todd Lowe's Effort to Drum Up Support For His View of Incline Village, the City: That's what this agenda item is all about. But what does this have to do with IVGID? Where does the District have any power to assist or promote Mr. Lowe in these efforts?

Read My E-Mail to the IVGID Board¹: It's all there!

Episodes Like This Keep Happening Because Staff and the Board Don't Understand What a General Improvement District ("GID") Really is, What Limited Powers it May Legitimately Exercise, and How Those Powers Differ From Those of True Municipalities: We've had this discussion many times before. Neither staff nor the Board really know what a GID is. Sure they know its genesis is NRS 318. But other than that, they don't have a clue. And even where NRS 318 is clear, staff and their "hired gun" attorney find a way to ignore its plain meanings so they can concoct justification for a narrative they're pre-disposed to favor. Let me provide several examples.

NRS 318.055(4)(b): instructs that a GID's powers are limited to "a statement of the basic power(s)...for which the district (has been)...created (for instance, by way of illustration, 'for paving, curb and gutters, sidewalks, storm drainage and sanitary sewer improvements within the district')... (as) stated in (its) initiating ordinance (with the proviso it) *must* be one or more of those authorized in NRS 318.116, as supplemented by the sections of this chapter designated therein."

NRS 318.116: identifies the "basic powers which may be granted to" a GID. *Nowhere* are GIDs given the power to promote or assist others in their efforts to create a city.

A.G.O. 63-61, p.102, p. 103 (August 12, 1963)²: instructs that NRS 318.055 "must...be strictly construed, *to include no more than the Legislature clearly intended.*" No more means just that. **NO MORE!**

Dillon's Rule³: Because Nevada is a *Dillon's Rule State⁴*, "all of such statutes, NRS 318.120 to 318.145⁵, constitute a grant of power to (GID) boards and governing bodies, and are a

¹ My August 26, 2022 e-mail to the IVGID Board on this subject is attached as Exhibit "A" to this written statement.

² Go to <http://epubs.nsla.nv.gov/statepubs/epubs/364899-1963.pdf>.

deprivation of powers and privileges in respect to the individuals residing within the affected areas, (they) *must* therefore be strictly construed, *to include no more than Legislature clearly intended!*"⁹ Therefore just as NRS 318.055(4)(b) and A.G.O. 63-61, p.102 instruct, the limited powers granted to GIDs by statute must be *strictly construed*.

Expressio Unius est Exclusio Alterius: Because these NRS demonstrate that the Legislature knew how to grant county boards and city governments the power of public philanthropy, yet failed to grant GID boards similar powers, *expressio unius est exclusio alterius* ("the expression of one thing is the exclusion of the other"), a maxim of statutory construction, applies⁶ and *prohibits* GIDs from engaging in public philanthropy. Stated otherwise, "when a statute limits a thing to be done in a particular mode, it includes the negative of any other mode."⁷ Just because counties and cities are authorized to do some things, doesn't mean all forms of local government can do the same things.

Conclusion: "None of these Chapters of NRS 309 to 318, inclusive, contained in Title 25 of NRS may be invoked as...authority for the creation of an improvement district, with power to"⁸ provide a forum or assist persons in promoting their view that Incline Village become a city. Episodes like these go on and on as I've demonstrated. And because they do, our Recreation Facility Fee ("RFF") is higher than it needs to be; A LOT higher! And local parcel owners for whom such facilities and services purportedly exist, are prevented from taking advantage of their alleged "availability." And exactly why? It's time for you Board members to put your collective feet down and just say no!

⁶ Which declares "a municipal corporation possesses and can exercise the following powers, *and no others*: First, those granted in express words; second, those necessarily *or* fairly implied in or incident to the powers expressly granted; third, those essential to the accomplishment of the declared objects and purposes of the corporation — not simply convenient, but indispensable. Fourthly, should there be) any fair, reasonable, substantial doubt concerning the existence of power is resolved by the courts against the corporation, and the power is denied...(and) all acts beyond the scope of...powers granted are void" [see *Ronnow v. City of Las Vegas* (1937) 57 Nev. 332, 343, 65 P.2d 133 (go to <https://cite.case.law/nev/57/332/>)].

⁷ See *Ronnow, supra*, at 57 Nev. 341-43.

Notably, when it comes to municipal police powers (i.e., to provide for the general health, safety and welfare of their inhabitants), *unlike* counties, cities, and towns (NRS 244, 266, 269), GIDs have expressly *not* been granted these powers.

⁸ "In construing the scope of remedies provided in a statute, Nevada State courts, just as their federal counterparts, have long recognized and applied" this maxim [see *Nunez v. Sahara Nevada Corp.*, 677 F. Supp. 1471, 1473 (D. Nev. 1988)].

⁹ See *National Railroad Passenger Corp. v. National Ass'n of Railroad Passengers*, 414 U.S. 453, 94 S. Ct. 690, 693 (1974).

Go to <https://extension.unr.edu/publication.aspx?PubID=4294>.

And You Wonder Why the RFF We're Forced to Pay is Out of Control? I've now provided more answers.

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

EXHIBIT "A"

Remove Agenda Item E(1) From the August 31, 2022 Board Meeting

From: <s4s@ix.netcom.com>
To: Callicrate Tim <tim_callicrate2@ivgid.org>
Cc: Dent Matthew <matthew.ivgid@gmail.com>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Remove Agenda Item E(1) From the August 31, 2022 Board Meeting
Date: Aug 26, 2022 9:58 AM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

I just received the agenda for next Wednesday's meeting. And item E(1) gives Todd Lowe a platform to promote converting PART OF IVGID into a city. This is another example of Indra controlling access to the Board to those he's aligned with. While denying the same access to the rest of us.

GIDs have no power to convert into cities. Take a look at NRS 318.055(4)(b) and 318.116. So why is this matter even on the calendar?

Moreover, to become a city requires a ballot measure. IVGID and its employees are precluded from expending anything promoting or opposing ballot measures [NRS 281A.520 {"a public officer or employee shall not request or otherwise cause a governmental entity to incur an expense or make an expenditure to support or oppose:(a) A ballot question"}]. So why are you giving Mr. Lowe a forum which involves District time and facilities to support a ballot question?

And whatever the reasons, if you're going to give Mr. Lowe a platform to promote his city agenda, how about giving the opposition the same platform to advance the arguments in opposition?

Please remove this matter from the agenda and if you won't, please provide equal time to those who are opposed to Mr. Lowe's endeavor.

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENT – PROVIDING SENIOR AND DIS-
ABLED TRANSPORTATION IN INCLINE VILLAGE FOR A FRACTION
OF OUR ACTUAL COSTS ASSOCIATED THEREWITH**

Introduction: The arrogance staff have for the local parcel owners who involuntarily finance their excess salaries and over benefits is stunning. And the disinterest Board members have in being local parcel owners' watchdogs over staff's less than stellar activities is disturbing. And here we have another example of both. And that's the purpose of this written statement.

Doing Someone Else's (the County's) Job – Senior/Disabled Transportation: The County provides senior and disabled transportation services for its citizens located to the north of Mt. Rose Highway. But for years it has pawned off these services to IVGID with the lure of a paltry payment. Now staff propose entering into an agreement with RTC whereby in consideration of \$17,000 the District will provide senior and disabled transportation services in Incline Village/Crystal Bay¹.

Read My E-mail to the County Board of Commissioners²: There I objected to the County Board's approval of this intended grant and arrangement on August 14, 2022.

Staff Wrongly Think That Because IVGID is "Government," it Has the Same Powers and Responsibilities as All "Governments:" And because IVGID is allegedly only "a quasi-public agency,"³ according to staff the District has even greater powers! But these beliefs are not true. "For FY 2013, there (we)re 84 total General Improvement Districts active throughout the State of Nevada."⁴ So I guess IVGID is of the view the Legislature didn't think there were enough local governments in the State to be exercising general powers. We needed 84 more!

Episodes Like This Keep Happening Because Staff and the Board Don't Understand What a General Improvement District ("GID") Really is, What Limited Powers it May Legitimately Exercise,

¹ This subject came up at the County Board of Commissioners' August 16, 2022. The staff memo and Regional Transportation Corporation ("RTC") letter of intent which explain the program and its history are collectively attached as Exhibit "A" to this written statement. These items appear as links to the agenda for the County Board's August 16, 2022 meeting at https://www.washoecounty.gov/bcc/board_committees/2022/files/agendas/2022-08-16/BCC%20-%208.16.22.pdf.

² My August 14, 2022 e-mail to the County Board on this subject is attached as Exhibit "B" to this written statement.

³ Page 4 of the latest (2022) "Water Quality Consumer Confidence Report" describes "the Incline Village General Improvement District, commonly referred to as IVGID, (a)s a *quasi-public agency* established under Nevada Revised Statute, Chapter 318."

⁴ Go to <https://extension.unr.edu/publication.aspx?PubID=4294>.

and How Those Powers Differ From Those of True Municipalities: We've had this discussion many times before. Neither staff nor the Board really know what a GID is. Sure they know its genesis is NRS 318. But other than that, they don't have a clue. And even where NRS 318 is clear, staff and their "hired gun" attorney find a way to ignore its plain meanings so they can concoct justification for a narrative they're pre-disposed to favor. Let me provide several examples.

NRS 318.055(4)(b): instructs that a GID's powers are limited to "a statement of the basic power(s)...for which the district (has been)...created (for instance, by way of illustration, 'for paving, curb and gutters, sidewalks, storm drainage and sanitary sewer improvements within the district')... (as) stated in (its) initiating ordinance (with the proviso it) *must* be one or more of those authorized in NRS 318.116, as supplemented by the sections of this chapter designated therein."

NRS 318.175: instructs that GID "board(s) shall have the power (1) to manage, control and supervise all the business and affairs of the district; (and, 2) to acquire, improve, equip, operate and maintain any district project." Notwithstanding, our Board refuses to perform its statutory duties. Instead members hide behind various policies such as the Board's Policy 141/Resolution No. 1895⁵ which abdicates to staff the power to grant "complimentary or discounted use of District facilities and recreational programs (to)...eligible non-profits...local government agenc(ies) or school district(s) providing services to the local community."

NRS 318.116: identifies the "basic powers which may be granted to" a GID. *Nowhere* are GIDs given the power to furnish social services including senior/disabled transportation services.

A.G.O. 63-61, p.102, p. 103 (August 12, 1963)⁶: instructs that NRS 318.055 "must...be strictly construed, *to include no more than the Legislature clearly intended.*" No more means just that; *NO MORE!*

Dillon's Rule⁷: Because Nevada is a *Dillon's Rule State*⁸, "all of such statutes, NRS 318.120 to 318.145⁹, constitute a grant of power to (GID) boards and governing bodies, and are a

Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_PolicyAndProcedure141_Resolution1895.pdf.

Go to <http://epubs.nsla.nv.gov/statepubs/epubs/364899-1963.pdf>.

⁵ Which declares "a municipal corporation possesses and can exercise the following powers, *and no others*: First, those granted in express words; second, those necessarily *or* fairly implied in or incident to the powers expressly granted; third, those essential to the accomplishment of the declared objects and purposes of the corporation — not simply convenient, but indispensable. (Finally, should there be) any fair, reasonable, substantial doubt concerning the existence of power is resolved by the courts against the corporation, and the power is denied...(and) all acts beyond the scope of...powers granted are void" [see *Ronnow v. City of Las Vegas* (1937) 57 Nev. 332, 343, 65 12d 133 (go to <https://cite.case.law/nev/57/332/>)].

⁶ See *Ronnow, supra*, at 57 Nev. 341-43.

deprivation of powers and privileges in respect to the individuals residing within the affected areas, (they) *must* therefore be strictly construed, *to include no more than Legislature clearly intended!*⁶ Therefore just as NRS 318.055(4)(b) and A.G.O. 63-61, p.102 instruct, the limited powers granted to GIDs by statute must be *strictly construed*.

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Josh Nelson: Notwithstanding all of the above, IVGID’s attorney is promoting the notion IVGID may exercise *any* power whatsoever as long as a public agency charged with that power assigns it to IVGID pursuant to a NRS 277.080, et seq. inter local agreement or otherwise¹².

Mr. Nelson Has Been Compromised and is Not Impartial When it Comes to Advice Affecting Staff: Isn’t it amazing how an attorney can skew his/her legal opinions when necessary to support the bias of his/her client? Well that’s what we have here. Mr. Nelson has intentionally blurred the definition of his client in the District’s legal services agreement so he can render services to his *de facto* client, our GM and his staff. Thus he colors his opinions to allow his real client to rely upon those opinions so it can do what it wants to do. Rather than what the law actually provides. And that’s what we have here.

The Purpose of the InterLocal Cooperation Act? Since Mr. Nelson relies upon NRS 277.180(1) for his opinion the District can pretty much do anything it wants to do¹², let’s examine the purpose of

⁹ Notably, when it comes to municipal police powers (i.e., to provide for the general health, safety and welfare of their inhabitants), *unlike* counties, cities, and towns (NRS 244, 266, 269), GIDs have expressly *not* been granted these powers.

¹⁰ “In construing the scope of remedies provided in a statute, Nevada State courts, just as their federal counterparts, have long recognized and applied” this maxim [see *Nunez v. Sahara Nevada Corp.*, 677 F. Supp. 1471, 1473 (D. Nev. 1988)].

¹¹ See *National Railroad Passenger Corp. v. National Ass'n of Railroad Passengers*, 414 U.S. 453, 94 S. Ct. 690, 693 (1974).

¹² Mr. Nelson apparently relies upon NRS 277.180(1) for his counsel which provides that “any one or more public agencies may contract with any...other public agenc(y) to perform any governmental service, activity or undertaking which any(of the two or more) public agenc(ies) entering into the contract is authorized to perform.” But his interpretation of this statute is strained, and for the reasons which follow he is a biased and partial interpreter.

the InterLocal Cooperation Act. NRS 277.090 instructs that “it is the purpose of NRS 277.080 to 277.180, inclusive, to permit local governments to make the most *efficient use of their powers*¹³ by enabling them to cooperate with other local governments on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will best accord with geographic, economic, population and other factors influencing the needs and development of local communities.” Nowhere is this purpose achieved by allowing one government which lacks power to provide services and/or facilities, to perform them.

So Given the Above, Who Are You Going to Believe? The above-statutes, the Nevada Office of Attorney General (“OAG”), or Josh Nelson? But wait. There’s more.

NRS 318.077: instructs that “in (the) event the board...elect(s) to add basic powers not provided in its formation (it)...cause proceedings to be had by the board of county commissioners similar, as nearly as may be, to those provided for the formation of the district, and with like effect.” In other words:

1. Adoption of “a resolution...by the board of county commissioners”¹⁴ designating “the basic power(s)...to be created”¹⁵ as well as “the place and time for (a) hearing on the” proposed new power(s)¹⁶;

2. “After such (resolution) has been adopted...the county clerk shall mail written notice to all property owners within the...district...which...shall set forth the name, statement of purposes, general description and time and place of hearing;”¹⁷ and,

3. “At the place, date and hour specified for the hearing in the notice...the board of county commissioners shall...adopt an ordinance either creating the district or determining...it shall not be created”¹⁸.

So where is the evidence these proceedings have legally taken place? Or is our attorney correct when he states the District can circumvent these pesky procedural requirements simply by accepting money from the County/RTC?

NRS 308.030(1): NRS 318.077 also instructs that “in connection with each such additional basic power...the board *shall* obtain a modified service plan...in a manner like that provided for an initial

¹³ Rather than a power which is unique to only one of the governments.

¹⁴ See NRS 318.055(1)(a).

¹⁵ See NRS 318.055(4)(b).

¹⁶ See NRS 318.055(4)(e).

¹⁷ See NRS 318.060.

¹⁸ See NRS 318.070(1).

service plan required for the organization of a district in the Special District Control Law¹⁹.” NRS 308.030(1) instructs that “any prospective petitioner for the establishment of a special district shall file a service plan with the board of county commissioners...The service plan shall:

(a) Consist of a financial survey and a preliminary engineering or architectural survey showing how...proposed services are to be provided and financed;

(b) Include a map of the...district boundaries, an estimate of the population and assessed valuation of the...district;

(c) Describe the facilities to be constructed, the standards of such construction, the services to be provided...an estimate of costs, including the cost of acquiring land, engineering services, legal services, proposed indebtedness, including proposed maximum interest rates and any discounts, any other proposed bonds and any other securities to be issued, their type or character, annual operation and maintenance expenses, and other major expenses related to the formation and operation of the district; and,

(d) Outline the details of any arrangement or proposed agreement with any city or town for the performance of any services.

“If (as here) a...district lies entirely within one county, a resolution approving the service plan is required from the board of county commissioners.”²⁰

So where is the evidence this service plan been adopted²¹? Or is our attorney correct when he states the District can circumvent these pesky procedural requirements simply by entering into an inter local agreement with the County⁴?

NRS 43.100 Provides a Procedural Means to Resolve All of These Questions: NRS 43.100(1) instructs that a “governing body²² may file...a petition...in the district court...praying (for) a judicial examination and determination of the validity of any power conferred or...any instrument, act or project of the municipality, whether or not such power has been exercised.” In other words, whether the District has the power to maintain and repair someone else’s property?

Conclusion: “None of these Chapters of NRS 309 to 318, inclusive, contained in Title 25 of NRS may be invoked as...authority for the creation of an improvement district, with power to”⁶ furnish

¹⁹ See NRS 308.010, et seq.

²⁰ See NRS 308.040(1).

²¹ Do you realize IVGID has never, ever, adopted a NRS 308.030(1) service plan? Never!

²² NRS 43.060(1)(b) and 43.080 instruct that a governing body includes a “board of trustees...or other legislative body of a municipality proceeding under this chapter.” Municipality is defined to expressly include “any...general improvement district.”

senior/disabled transportation services. Episodes like these go on and on as I've demonstrated. And because they do, our Recreation Facility Fee ("RFF") is higher than it needs to be; A LOT higher! And local parcel owners for whom such facilities and services purportedly exist, are prevented from taking advantage of their alleged "availability." And exactly why? It's time for you Board members to put your collective feet down and just say no!

And You Wonder Why the RFF We're Forced to Pay is Out of Control? I've now provided more answers.

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

EXHIBIT "A"



WASHOE COUNTY

Integrity Communication Service
www.washoecounty.gov

STAFF REPORT

BOARD MEETING DATE: *August 16, 2022*

DATE: July 15, 2022

TO: Board of County Commissioners

FROM: Amber Howell, Director, Human Services Agency
(775)785-8600, ahowell@washoecounty.gov

THROUGH: Kate Thomas, Assistant County Manager

SUBJECT: Recommendation to approve an extension to the agreement with the Regional Transportation Commission (RTC) for the Provision of Non-urbanized Paratransit Services for Senior Citizens and People with Disabilities of the Washoe County Senior Services Gerlach and Incline Village Senior Transportation Programs in the amount of [\$29,000.00], retroactive to July 1, 2022 through June 30, 2023; and authorize the County Manager to execute the agreement. (Commission Districts 1 and 5).

SUMMARY

The Washoe County Board of County Commissioners must approve contracts and extensions. The Human Services Agency is requesting the Board approve an extension to the agreement with the Regional Transportation Commission (RTC) for the Provision of Non-urbanized Paratransit Services for Senior Citizens and People with Disabilities of the Washoe County Senior Services Gerlach and Incline Village Senior Transportation Programs in the amount of [\$29,000.00], retroactive to July 1, 2022 through June 30, 2023; and authorize the County Manager to execute the agreement.

Washoe County Strategic Objective supported by this item: Vulnerable Populations

PREVIOUS ACTION

On July 20, 2021, the Board approved an extension to the agreement with the Regional Transportation Commission (RTC) for a Non-Urbanized Paratransit Program to provide for the transportation of senior citizens and people with disabilities in the amount of [\$29,000], retroactive to July 1, 2021 through June 30, 2022.

On July 28, 2020, the Board approved an extension to the agreement with the Regional Transportation Commission (RTC) for a Non-Urbanized Paratransit Program to provide for the transportation of senior citizens and people with disabilities in the amount of \$29,000 retroactive to July 1, 2020 through June 30, 2021.

On July 9, 2019, the Board approved an agreement with the Regional Transportation Commission (RTC) for a Non-Urbanized Paratransit Program to provide for the

AGENDA ITEM # _____

transportation of senior citizens and people with disabilities in the following amounts: Gerlach [\$12,000] and Incline Village [\$17,000], retroactive to July 1, 2019 through June 30, 2020.

On September 25, 2018, the Board approved an agreement with the Regional Transportation Commission (RTC) for a Non-Urbanized Paratransit Program to provide for the transportation of senior citizens and people with disabilities in the following amounts: Gerlach [\$12,000] and Incline Village [\$17,000], retroactive to July 1, 2018 through June 30, 2019.

The department has received funding from RTC for senior and disabled individuals transportation programs for Gerlach since FY2002 and for Incline Village since 2005. The last agreement was approved by the Board on October 13, 2009. The Regional Transportation Commission has exercised the option to extend the agreement each fiscal year since 2014.

BACKGROUND

Regional Transportation Commission (RTC) provides grant funding to support transportation services for seniors and persons with disabilities in the remote areas of Washoe County. Washoe County Senior Services was originally awarded Non-Urbanized Paratransit Program funding in July 2009 for two transportation programs, one for Gerlach and one for Incline Village.

The funding for the Washoe County Senior Services Incline Village Senior Transportation Program will be passed through to the Incline Village General Improvement District (IVGID) who utilizes their staff and vehicles to provide transportation to seniors in need.

The funding for the Washoe County Senior Services Gerlach Senior Transportation Program is used to contract with a driver who utilizes a county vehicle.

The request to approve this extension to the agreement is retroactive due to Board meeting availability.

GRANT AWARD SUMMARY

Project/Program Name: Non-Urbanized Paratransit Program –
Gerlach and Incline Village

Scope of the Project: Transportation services are provided in isolated regions of Washoe County, specifically Gerlach and Incline Village, to assist seniors and people with disabilities with accessing services such as grocery shopping and doctors' appointments outside of their city limits.

Benefit to Washoe County Residents: Enhanced access to transportation increases the quality of life for seniors and people with disabilities residing in secluded regions of Washoe County.

On-Going Program Support: The current agreement has been in place since 2009 and has been extended annually.

Award Amount: \$29,000.00 (\$29,000.00 direct/\$0 Indirect)
\$12,000.00 (Gerlach) and \$17,000 (Incline Village)

Grant Period: July 1, 2022 through June 30, 2023

Funding Source: RTC Fuel Tax and RTC Sales Tax

Pass Through Entity: N/A

CFDA Number: N/A

Grant ID Number: N/A

Match Amount and Type: No match is required.

Sub-Awards and Contracts: For FY23 a contract for transportation services to/from Gerlach will be renewed with Cindy Carter, and Incline Village General Improvement District (IVGID) will submit invoices for services provided to/from the Incline Village region.

FISCAL IMPACT

This award was anticipated and included in the FY23 Senior Services Fund (225) adopted budget in internal orders 10208 RTC- Gerlach and 10440 RTC – Incline Village. No budget amendments are necessary.

Indirect costs are not allowable on this grant award as no salary or wages are included in the grant budget.

No match is required for this grant award.

RECOMMENDATION

Recommendation to approve an extension to the agreement with the Regional Transportation Commission (RTC) for the Provision of Non-urbanized Paratransit Services for Senior Citizens and People with Disabilities of the Washoe County Senior Services Gerlach and Incline Village Senior Transportation Programs in the amount of [\$29,000.00], retroactive to July 1, 2022 through June 30, 2023; and authorize the County Manager to execute the agreement.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be: “Move to approve an extension to the agreement with the Regional Transportation Commission (RTC) for the Provision of Non-urbanized Paratransit Services for Senior Citizens and People with Disabilities of the Washoe County Senior Services Gerlach and Incline Village Senior Transportation Programs in the amount of [\$29,000.00], retroactive to July 1, 2022 through June 30, 2023; and authorize the County Manager to execute the agreement.”



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 23, 2022

Mr. Eric Brown
Washoe County Manager
Washoe County Senior Services
1001 East 9th Street, Building A
Reno, Nevada 89512

Re: Agreement for the Provision of Paratransit Services for Senior Citizens and People with Disabilities Washoe County Senior Services Gerlach and Incline Village Transportation Programs

Dear Mr. Brown:

The Regional Transportation Commission of Washoe County (RTC) hereby wishes to extend the term of the Agreement for the Provision of Paratransit Services for Senior Citizens and People with Disabilities – Washoe County Senior Services Gerlach and Incline Village Transportation Programs between RTC and Washoe County by and through its duty constituted by the Board of County Commissioners, dated October 13, 2009. The effective term of the extension shall be from July 1, 2022 through June 30, 2023, with the funding provided in the amount as follows:

- **Gerlach Senior Transportation: Maximum \$12,000.00**
- **Incline Village Senior Transportation: maximum \$17,000.00**

If you agree to the aforementioned extension and its terms and conditions, please sign this letter and return it via email to Karin Copeland at kcopeland@rtcwashoe.com.

Except as amended herein all other terms and conditions of the Agreement shall remain in full force and effect.

We look forward to continue working with you. If you have any questions, please contact Karin Copeland at (775) 332-2140 or by email at kcopeland@rtcwashoe.com.

Sincerely,

for Bill Thomas, AICP
Executive Director

Washoe County Senior Services

Eric Brown, County Manager

Date: _____

EXHIBIT "B"

Re: August 16, 2022 Board Meeting - Agenda Item 7.E.1 - Proposed Funding to RTC to Pass Through \$17,000 to Incline Village General Improvement District ("IVGID") So IVGID Can Do RTC's Job. When it Has No Authority to Do That Job. - Please Remove From the Consent Calendar and For the Reasons Which Follow, Vote NO!

From: <s4s@ix.netcom.com>
To: <Washoe311@washoecounty.us>
Cc: <commissioners@washoecounty.gov>, <epricebrown@washoecounty.gov>
Subject: Re: August 16, 2022 Board Meeting - Agenda Item 7.E.1 - Proposed Funding to RTC to Pass Through \$17,000 to Incline Village General Improvement District ("IVGID") So IVGID Can Do RTC's Job. When it Has No Authority to Do That Job. - Please Remove From the Consent Calendar and For the Reasons Which Follow, Vote NO!
Date: Aug 14, 2022 8:42 PM

Hello Commissioners:

Well as DJ Khalid says, "here's another one."

My name is Aaron Katz. I am a full time resident of Incline Village. And I am one of the approximate 8,200 property owners who will be made to INVOLUNTARILY pay the shortfall to IVGID for the represented services if the proposed agreement with RTC is approved and IVGID performs regional transportation services IT HAS NO AUTHORITY TO PERFORM and the RTC has an EXCLUSIVE obligation to perform. This is really a similar issue to agenda item 7(B)(1) I have independently addressed. Encouraging IVGID to do more and more things it has no business doing, and at a fraction of the real costs it incurs. Setting the stage for involuntary subsidy by local parcel owners.

Board members need to understand what's really at play here in Incline Village, and put an end of the County's and here the RTC's use, of IVGID to fulfill the County's and RTC's responsibilities.

Why was IVGID created? What are its limited permissible actions? Let me tell you it WASN'T to provide regional transportation. Nor social services for the disabled nor seniors. Nor meals on wheels. Nor to perform any of the County's other social obligations. Especially for less than IVGID's actual costs. It appears you and your staff think IVGID exists to perform all sorts of services the County and RTC are responsible for performing. Well you're wrong. And here we have another one of a number of examples.

IVGID is NOT a general government. It has no power to provide for the general health, safety and welfare of its inhabitants. That's the County's job! It IVGID has no power to provide regional transportation services for ANYONE. So why is it purchasing a vehicle with RTC money to do RTC's job (although RTC by statute has the exclusive jurisdiction to provide regional transportation services, and it can delegate that power to appropriate agencies, I am aware of NO SUCH AGREEMENTS from RTC and IVGID. So why are you considering a grant to RTC to pass through to IVGID for anything?).

So why aren't the COUNTY and RTC doing their jobs in Incline Village? County, provide social services. Provide social programming. Provide regional transportation. After all, we're part of the unincorporated area of Washoe County. Why does IVGID have to be involved AT ALL in any of these endeavors? We don't have enough to do? And do you really think a paltry \$17,000/annually is sufficient to cover all the costs which are suggested by this agenda item? If so, I have a couple more bridges you might be interested in purchasing in Incline Village/Crystal Bay.

If you don't want to do your jobs, then how about REMOVING Incline Village/Crystal Bay from the county? You're very happy to receive our nearly \$30 million/annually in ad valorem taxes. So how about spending some

of it on us other than snow removal (and you're not even providing all of this service you should be providing...another misuse on the county's part).

Did you ever stop to think that if you and the RTC DIDN'T provide money to IVGID for this purpose, staff might not be able to afford a vehicle to perform these improper services? And maybe it would stop providing them? And maybe the RTC would be forced to step in and DO ITS JOB? That's what needs to happen here. Don't approve the money transfer. Don't approve payment to IVGID. This is NOT a proper use of County money. And you know it.

And here's a second reason to say no. The proposal is that IVGID gets \$17,000 and Gerlach gets \$12,000. What's the population of Gerlach? 114 persons? How many are seniors? 10%. That's roughly a bit more than \$1,000 per senior of funding! What's the population of Incline Village/Crystal Bay? 9,799 persons? How many are seniors? 23.5%. So we're getting roughly \$7.38 per senior in funding. If we're really being fair, the County needs to up its contribution to be passed on to IVGID to \$2,303,000! Come on. What's fair is fair. Don't like it? REMOVE US from your county!

And here's a third reason to say no. The memo describes transportation for seniors IN NEED. IVGID makes no distinction on need and provides service to all seniors. In fact, it waives the senior requirement altogether. This is a misuse of public funds. But you don't care, do you? You'd rather make it look on paper like you're really doing something with proper funding when you're really not.

And one more final reason to say no. Do you realize that IVGID provides door to door and on call transportation for Incline Village/Crystal Bay seniors to travel to/from the Reno-Tahoe Airport? Like seniors of our community can't find this transportation if that's what they want? And they can't afford to pay the going fare? Understand this money you're being asked to approve is being used for this purpose which defeats the whole purpose of the grant. And you know this.

So if you really want to be fair, DON'T GIVE IVGID ANYTHING. And make RTC do its job of providing senior transportation for the needy seniors of Incline Village/Crystal Bay. That's their job!

You need to conduct a serious review of the roles of GIDs in the County which includes their limited powers, their inadequate funding, the refusal of the County to provide for the social needs of our community, these GIDs' ability to involuntarily specially tax local property owners to cover the deficiency - a power the County doesn't even have! That's what this agenda item is really about. So like I said, how about doing your jobs?

Thank you, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENT – STAFF'S GIVEAWAY OF FREE
PARKING/SHUTTLE ACCESS SERVICE TO THE TAHOE TRANSPORTATION
DISTRICT (“TTD”) FOR ITS 2022 LAKE TAHOE SUMMIT**

Introduction: The arrogance staff have for the local parcel owners who involuntarily finance their excess salaries and over benefits is stunning. And the disinterest Board members have in being local parcel owners' watchdogs over staff's less than stellar activities is disturbing. And here we have another example of both. And that's the purpose of this written statement.

Read My E-Mail String¹: Did the TTD use our Diamond Peak parking for its 2022 Lake Tahoe Summit, and if so, was there a written agreement² and what did they pay? It's all there!

Staff Wrongly Think That Because IVGID is “Government,” it Has the Same Powers and Responsibilities as All “Governments:” And because IVGID is allegedly only “a quasi-public agency,”³ it has even greater powers! But these beliefs are not true. “For FY 2013, there (we)re 84 total General Improvement Districts active throughout the State of Nevada.”⁴ So I guess IVGID is of the view the Legislature didn't think there were enough local governments in the State to be exercising general powers. I guess IVGID staff believe we needed 84 more!

Episodes Like This Keep Happening Because Staff and the Board Don't Understand What a General Improvement District (“GID”) Really is, What Limited Powers it May Legitimately Exercise, and How Those Powers Differ From Those of True Municipalities: We've had this discussion many times before. Neither staff nor the Board really know what a GID is. Sure they know its genesis is NRS 318. But other than that, they don't have a clue. And even where NRS 318 is clear, staff and their “hired gun” attorney find a way to ignore its plain meanings so they can concoct justification for a narrative they're pre-disposed to favor. Let me provide several examples.

NRS 318.055(4)(b): instructs that a GID's powers are limited to “a statement of the basic power(s)...for which the district (has been)...created (for instance, by way of illustration, ‘for paving, curb and gutters, sidewalks, storm drainage and sanitary sewer improvements within the district’)... (as) stated in (its) initiating ordinance (with the proviso it) *must* be one or more of those authorized

¹ My August 20-24, 2022 e-mails to the Board on this subject are collectively attached as Exhibit “A” to this written statement.

² The answer is yes, and that agreement is attached as Exhibit “B” to this written statement.

³ Page 4 of the latest (2022) “Water Quality Consumer Confidence Report” describes “the Incline Village General Improvement District, commonly referred to as IVGID, (a)s a *quasi-public agency* established under Nevada Revised Statute, Chapter 318.”

⁴ Go to <https://extension.unr.edu/publication.aspx?PubID=4294>.

in NRS 318.116, as supplemented by the sections of this chapter designated therein.” An examination of the District’s initiating ordinance, as well as all additions thereto, makes clear that nowhere has IVGID been granted the power to give away or donate free use of its facilities local parcel/dwelling unit owners involuntarily financially support and themselves must pay user fees to access and use.

NRS 318.175: instructs that GID “board(s) shall have the power (1) to manage, control and supervise all the business and affairs of the district; (and, 2) to acquire, improve, equip, operate and maintain any district project.” Notwithstanding, our Board refuses to perform its statutory duties. Instead members hide behind various policies such as the Board’s Policy 141/Resolution No. 1895⁵ which abdicates to staff the power to grant “complimentary or discounted use of District facilities and recreational programs (to)...eligible non-profits...local government agenc(ies)⁶ or school district(s) providing services to the local community.”

NRS 318.116: identifies the “basic powers which may be granted to” a GID. *Nowhere* are GIDs given the power to give away or donate free use of its facilities local parcel/dwelling unit owners involuntarily financially support and themselves must pay user fees to access and use.

A.G.O. 63-61, p.102, p. 103 (August 12, 1963)⁷: instructs that NRS 318.055 “must...be strictly construed, to include no more than the Legislature clearly intended.” No more means just that; *NO MORE!*

Dillon’s Rule⁸: Because Nevada is a *Dillon’s Rule State*⁹, “all of such statutes, NRS 318.120 to 318.145¹⁰, constitute a grant of power to (GID) boards and governing bodies, and are a

⁵ Go to https://www.yourtahoepalace.com/uploads/pdf-ivgid/IVGID_PolicyAndProcedure141_Resolution1895.pdf.

⁶ “In 1969, California and Nevada...and the U.S. Congress (passed)...public law 96-551 which established the...TTD...(an) agency...responsible for facilitating and implementing...multi modal transportation plans, programs and projects for the Lake Tahoe Basin” (go to <https://www.tahoetransportation.org/about/>). In other words, a local government agency.

Go to <http://epubs.nsla.nv.gov/statepubs/epubs/364899-1963.pdf>.

⁸ Which declares “a municipal corporation possesses and can exercise the following powers, *and no others*: First, those granted in express words; second, those necessarily *or* fairly implied in or incident to the powers expressly granted; third, those essential to the accomplishment of the declared objects and purposes of the corporation — not simply convenient, but indispensable. (Finally, should there be) any fair, reasonable, substantial doubt concerning the existence of power is resolved by the courts against the corporation, and the power is denied...(and) all acts beyond the scope of...powers granted are void” [see *Ronnow v. City of Las Vegas* (1937) 57 Nev. 332, 343, 65 P.2d 133 (go to <https://cite.case.law/nev/57/332/>)].

⁹ See *Ronnow, supra*, at 57 Nev. 341-43.

deprivation of powers and privileges in respect to the individuals residing within the affected areas, (they) *must* therefore be strictly construed, *to include no more than Legislature clearly intended!*⁷ Therefore just as NRS 318.055(4)(b) and A.G.O. 63-61, p.102 instruct, the limited powers granted to GIDs by statute must be strictly construed.

NRS 244.1505(2): instructs that because counties have been granted municipal police powers¹¹, “a board of county commissioners...may *donate*...to a nonprofit organization created for religious, charitable or educational purposes or to another governmental entity, to be used for any purpose which will provide a substantial benefit to the inhabitants of the county...(a) commodities, supplies, materials and equipment that the board determines to have reached the end of their useful lives; and (b) property for which the county treasurer has obtained an order authorizing (him/her)... to donate the property pursuant to paragraph (e) of subsection 1 of NRS 179.165.”

NRS 268.028(1)-(2): similarly instruct that because counties have been granted municipal police powers¹², “the governing body of a city...may *donate*...to a nonprofit organization created for religious, charitable or educational purposes or to another governmental entity, to be used for any purpose which will provide a substantial benefit to the inhabitants of the city...commodities, supplies, materials and equipment that the governing body determines have reached the

¹⁰ Notably, when it comes to municipal police powers (i.e., to provide for the general health, safety and welfare of their inhabitants), *unlike* counties, cities, and towns (NRS 244, 266, 269), GIDs have expressly *not* been granted these powers.

¹¹ NRS 244.137(5) instructs that “as a general rule on local governmental power, *Dillon’s Rule*⁸ serves an important function in defining the powers of county government and remains a vital component of Nevada law. However, with regard to *matters of local concern*, a strict interpretation and application of *Dillon’s Rule* unnecessarily restricts a board of county commissioners from taking appropriate actions that are necessary or proper to address *matters of local concern* for the effective operation of county government and thereby impedes the board from responding to and serving the needs of local citizens diligently, decisively and effectively.” NRS 244.143(2)(a) clarifies that “matter(s) of local concern” include the “public health, safety and welfare in the county.” In other words, municipal police powers⁷.

¹² NRS 268.001(5) instructs that “as a general rule on local governmental power, *Dillon’s Rule*⁸ serves an important function in defining the powers of city government and remains a vital component of Nevada law. However, with regard to *matters of local concern*, a strict interpretation and application of *Dillon’s Rule* unnecessarily restricts the governing body of an incorporated city from taking appropriate actions that are necessary or proper to address *matters of local concern* for the effective operation of city government and thereby impedes the governing body from responding to and serving the needs of local citizens diligently, decisively and effectively.” NRS 268.003(2)(a) clarifies that “matter(s) of local concern” include the “public health, safety and welfare in the county.” In other words, municipal police powers⁷.

end of their useful lives;” and, “except as otherwise provided in subsection 4¹³, the governing body may grant all or part of the money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose.”

Expressio Unius est Exclusio Alterius: Because these NRS demonstrate that the Legislature knew how to grant county boards and city governments the power of public philanthropy, yet failed to grant GID boards similar powers, *expressio unius est exclusio alterius* (“the expression of one thing is the exclusion of the other”), a maxim of statutory construction, applies¹⁴ and *prohibits* GIDs from engaging in public philanthropy. Stated otherwise, “when a statute limits a thing to be done in a particular mode, it includes the negative of any other mode.”¹⁵ Just because counties and cities are authorized to do some things, doesn’t mean all forms of local government can do the same things.

Josh Nelson: Notwithstanding all of the above, IVGID’s attorney is promoting the notion IVGID may exercise *any* power whatsoever as long as a public agency charged with that power assigns it to IVGID pursuant to a NRS 277.080, et seq. inter local agreement¹⁶.

Mr. Nelson Has Been Compromised and is Not Impartial When it Comes to Advice Affecting Staff: Isn’t it amazing how an attorney can skew his/her legal opinions when necessary to support the bias of his/her client? Well that’s what we have here. Mr. Nelson has intentionally blurred the definition of his client in the District’s legal services agreement so he can render services to his *de facto* client, our GM and his staff. Thus he colors his opinions to allow his real client to rely upon those opinions so it can do what it wants to do. Rather than what the law actually provides. And that’s what we have here.

The Purpose of the InterLocal Cooperation Act? Since Mr. Nelson relies upon NRS 277.180(1) for his opinion the District can pretty much do anything it wants to do¹⁶, let’s examine the purpose of the InterLocal Cooperation Act. NRS 277.090 instructs that “it is the purpose of NRS 277.080 to

¹³ Which instructs that “the provisions of this section do not limit the ability of a governing body of a city...to disburse money pursuant to NRS 321.5956 or any other specific statutory authority.”

¹⁴ “In construing the scope of remedies provided in a statute, Nevada State courts, just as their federal counterparts, have long recognized and applied” this maxim [see *Nunez v. Sahara Nevada Corp.*, 677 F. Supp. 1471, 1473 (D. Nev. 1988)].

¹⁵ See *National Railroad Passenger Corp. v. National Ass'n of Railroad Passengers*, 414 U.S. 453, 94 S. Ct. 690, 693 (1974).

¹⁶ Mr. Nelson apparently relies upon NRS 277.180(1) for his counsel which provides that “any one or more public agencies may contract with any...other public agenc(y) to perform any governmental service, activity or undertaking which any(of the two or more) public agenc(ies) entering into the contract is authorized to perform.” But his interpretation of this statute is strained, and for the reasons which follow he is a biased and partial interpreter.

277.180, inclusive, to permit local governments to make the most *efficient use of their powers*¹⁷ by enabling them to cooperate with other local governments on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will best accord with geographic, economic, population and other factors influencing the needs and development of local communities.” Nowhere is this purpose achieved by allowing one government which lacks power to provide services and/or facilities, to perform them.

So Given the Above, Who Are You Going to Believe? The above-statues, the Nevada Office of Attorney General (“OAG”), or Josh Nelson? But wait. There’s more.

NRS 318.077: instructs that “in (the) event the board...elect(s) to add basic powers not provided in its formation (it)...cause proceedings to be had by the board of county commissioners similar, as nearly as may be, to those provided for the formation of the district, and with like effect.” In other words:

1. Adoption of “a resolution...by the board of county commissioners”¹⁸ designating “the basic power(s)...to be created”¹⁹ as well as “the place and time for (a) hearing on the” proposed new power(s)²⁰;
2. “After such (resolution) has been adopted...the county clerk shall mail written notice to all property owners within the...district...which...shall set forth the name, statement of purposes, general description and time and place of hearing;”²¹ and,
3. “At the place, date and hour specified for the hearing in the notice...the board of county commissioners shall...adopt an ordinance either creating the district or determining...it shall not be created”²².

So where is the evidence these proceedings have legally taken place? Or is our attorney correct when he states the District can circumvent these pesky procedural requirements simply by entering into an inter local agreement with the TTD?

NRS 308.030(1): NRS 318.077 also instructs that “in connection with each such additional basic power...the board *shall* obtain a modified service plan...in a manner like that provided for an initial

¹⁷ Rather than a power which is unique to only one of the governments.

¹⁸ See NRS 318.055(1)(a).

¹⁹ See NRS 318.055(4)(b).

²⁰ See NRS 318.055(4)(e).

²¹ See NRS 318.060.

²² See NRS 318.070(1).

service plan required for the organization of a district in the Special District Control Law²³.” NRS 308.030(1) instructs that “any prospective petitioner for the establishment of a special district shall file a service plan with the board of county commissioners...The service plan shall:

(a) Consist of a financial survey and a preliminary engineering or architectural survey showing how...proposed services are to be provided and financed;

(b) Include a map of the...district boundaries, an estimate of the population and assessed valuation of the...district;

(c) Describe the facilities to be constructed, the standards of such construction, the services to be provided...an estimate of costs, including the cost of acquiring land, engineering services, legal services, proposed indebtedness, including proposed maximum interest rates and any discounts, any other proposed bonds and any other securities to be issued, their type or character, annual operation and maintenance expenses, and other major expenses related to the formation and operation of the district; and,

(d) Outline the details of any arrangement or proposed agreement with any city or town for the performance of any services.

“If (as here) a...district lies entirely within one county, a resolution approving the service plan is required from the board of county commissioners.”²⁴

So where is the evidence this service plan been adopted²⁵? Or is our attorney correct when he states the District can circumvent these pesky procedural requirements simply by entering into an inter local agreement with the TTD?

NRS 43.100 Provides a Procedural Means to Resolve All of These Questions: NRS 43.100(1) instructs that a “governing body²⁶ may file...a petition...in the district court...praying (for) a judicial examination and determination of the validity of any power conferred or...any instrument, act or project of the municipality, whether or not such power has been exercised.” In other words, whether the District has the power to give away or donate free use of its facilities like summer time Diamond Peak parking local parcel/dwelling unit owners involuntarily financially support and themselves must pay user fees to access and use.

²³ See NRS 308.010, et seq.

²⁴ See NRS 308.040(1).

²⁵ Do you realize IVGID has never, ever, adopted a NRS 308.030(1) service plan? Never!

²⁶ NRS 43.060(1)(b) and 43.080 instruct that a governing body includes a “board of trustees...or other legislative body of a municipality proceeding under this chapter.” Municipality is defined to expressly include “any...general improvement district.”

Conclusion: “None of these Chapters of NRS 309 to 318, inclusive, contained in Title 25 of NRS may be invoked as...authority for the creation of an improvement district, with power to”⁷ giveaway free access and use of public facilities, here the Diamond Peak parking lot. Episodes like these go on and on as I’ve demonstrated. And because they do, our Recreation Facility Fee (“RFF”) is higher than it needs to be; A LOT higher! And local parcel owners for whom such facilities and services purportedly exist, are prevented from taking advantage of their alleged “availability.” And exactly why? It’s time for you Board members to put your collective feet down and just say no!

And You Wonder Why the RFF We’re Forced to Pay is Out of Control? I’ve now provided more answers.

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

EXHIBIT "A"

Fw: RE: What Did We Charge the Lake Tahoe Summit to Use Our Diamond Peak Parking Lot(s), Private Ski Way, and the Diamond Peak Shuttle Bus to Transport Participants to Sand Harbor? What Does TTD Charge Members of Our Community to Park at the Entrance to the East Shore Trail? Follow Up.

From: <s4s@ix.netcom.com>
To: Callicrate Tim <tim_callicrate2@ivgid.org>
Cc: Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Fw: RE: What Did We Charge the Lake Tahoe Summit to Use Our Diamond Peak Parking Lot(s), Private Ski Way, and the Diamond Peak Shuttle Bus to Transport Participants to Sand Harbor? What Does TTD Charge Members of Our Community to Park at the Entrance to the East Shore Trail? Follow Up.
Date: Aug 24, 2022 10:41 AM
Attachments: [Agreement for Use of DP Parking Lot.pdf](#)

Chairperson Callicrate and Other Honorable Members of the Board -

Attached find the "Parking License Agreement" the District prepared and entered into with the TDD for the latter's use of our Diamond Peak parking lot associated with the recent Lake Tahoe Summit. This agreement was obtained as a result of a records request.

There you will see TTD was given permission to use our parking facilities FOR FREE.

Although you don't see it clearly, take my word; this is an agreement Indra asked Josh to prepare AT THE PUBLIC'S EXPENSE.

How much of an expense Indra? When did the Board determine that Josh's services are available to you on an as needed basis at the public's expense?

And this is supposed to be acceptable?

Now I want you to consider something Board members.

Since we're such a willing "partner" of collaborators like TDD, how come the giving is limited to just us? When does the TDD give?

Consider that the TDD operates an East Shore trail which starts in Incline Village. It has a series of PAID Parking spots where it regularly charges up to \$7 or more per hour. When's the last time TTD gave residents of the District a fee waiver to park in one of these spots? When's the last time Indra even asked Mr. Hasty to waive parking fees at this facility for residents of the District?

And this is supposed to be acceptable Board members?

One little piece of the puzzle but whenever you examine another piece, you will discover the same outcome. Which collectively describes where we are and why.

Still waiting to hear from TRPA as to whether some type of use permit was required for this particular use. If I hear back yes, I will share the same with each of you. Not that any of you will care or do anything.

But maybe future property owners who involuntarily pay the costs associated with these activities will care. And they'll do something about it.

Respectfully, Aaron Katz

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

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

Sent: Aug 24, 2022 8:58 AM

To: 's4s@ix.netcom.com' <s4s@ix.netcom.com>, Indra Winquest <ISW@ivgid.org>

Cc: Tim Callicrate <callicrate_trustee@ivgid.org>, Matthew Dent <dent_trustee@ivgid.org>, Kendra Wong <Wong_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, Michaela Tonking <tonking_trustee@ivgid.org>

Subject: RE: What Did We Charge the Lake Tahoe Summit to Use Our Diamond Peak Parking Lot(s), Private Ski Way, and the Diamond Peak Shuttle Bus to Transport Participants to Sand Harbor? P.S.

Mr. Katz,

Attached is the agreement for use of the Diamond Peak parking lot on August 16, 2022 by TTD.

Susan

From: s4s@ix.netcom.com [mailto:s4s@ix.netcom.com]

Sent: Saturday, August 20, 2022 11:25 AM

To: Indra Winquest <ISW@ivgid.org>; Susan A. Herron <sah@ivgid.org>

Cc: Tim Callicrate <callicrate_trustee@ivgid.org>; Matthew Dent <dent_trustee@ivgid.org>; Kendra Wong <Wong_trustee@ivgid.org>; Sara Schmitz <trustee_schmitz@ivgid.org>; Michaela Tonking <tonking_trustee@ivgid.org>

Subject: Re: What Did We Charge the Lake Tahoe Summit to Use Our Diamond Peak Parking Lot(s), Private Ski Way, and the Diamond Peak Shuttle Bus to Transport Participants to Sand Harbor? P.S.

Well Indra -

It's like I said before Board Members. IT'S ESSENTIALLY EVERYTHING these people do. EVERYTHING!

So now it has been brought to my attention that the FREE shuttle service I indicated below was "provided by Tahoe Transportation District ("TTD") IN PARTNERSHIP WITH IVGID!" Really?

So now I'd like to know what this partnership was/is? There must have been some partnership "agreement;" correct Indra? Was the "agreement" reduced to writing? Was it oral? is it reflected in e-mails or other writings?

And how come staff's "partnerships" always seem to benefit outsiders like these people TO THE DETRIMENT OF WE LOCAL PARCEL OWNERS? When are you going to start entering into "partnerships" to the benefit of we local parcel owners and the detriment of outsiders like the promoters of the summit? Or TTD?

I want to know the precise terms and conditions of this "agreement." So let's include the request as a records request (so I am including Ms. Herron on this e-mail). I want to examine all writings evidencing anyone's request for this partnership, and the agreement itself. As well as the amounts paid to IVGID by anyone, or the extent of IVGID's FREE contribution.

As if you didn't have enough legitimate things to do Indra. Now we have to learn of more crap like this which is well beyond IVGID's reason for being and legitimate powers? Just add it on to everything else you and your staff do which represents SOMEONE ELSE'S job at someone else's expense! ANY ANYONE WONDERS WHY WE HAVE A REC FEE? AND WHERE THE MONEYS REALLY, REALLY GO? Wake Up Board members!

I know you can't see Indra because your vision is so one biased and focused. But the rest of us can. So let's get all the facts out in the open so we can have an open and honest discussion. Thank you in advance for your understanding and cooperation.

Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: Aug. 20, 2022 9:36 AM

To: <ISW@ivgid.org>

Cc: Tim <tim_callicrate2@ivgid.org>, Matthew <dent_trustee@ivgid.org>, Kendra Trustee <wong_trustee@ivgid.org>, Sara <schmitz_trustee@ivgid.org>, Michaela <tonking_trustee@ivgid.org>

Subject: What Did We Charge the Lake Tahoe Summit to Use Our Diamond Peak Parking Lot(s), Private Ski Way, and the Diamond Peak Shuttle Bus to Transport Participants to Sand Harbor?

Hello Indra -

It's called "transparency" which you so revel in.

So I have to read elsewhere that the Lake Tahoe Summit took place this last Tuesday at Sand Harbor Beach/Park. And the promoters of this event encouraged participants "to use our complimentary shuttle service to get to and from the summit from Diamond Peak Ski Resort" because "there will not be any on-site parking."

So did you or anyone else at IVGID give permission to the promoters of this event to use our DP parking lot? Did anyone at IVGID independently publiize the fact that our parking lot was available to non-resident non-local property owners for this purpose? And where did the complimentary shuttle service come from? Could it be our DP shuttle service? Staffed by our employees? After all there would be no cost to us because the buses are simply sitting there (after all, this is the same mindset our former HR Director Dec Carey used to justify complimentary recreational facility use by staff)! If so, what did promoters agree to pay IVGID for these services?

Depending upon your answers I may have more questions later but for now, I appreciate your answers to these questions.

Aaron Katz

EXHIBIT "B"

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
PARKING LICENSE AGREEMENT
WITH TAHOE TRANSPORTATION DISTRICT**

1. PARTIES AND DATE.

This Parking License Agreement ("Agreement") is entered into as of August 1, 2022 by and between the Incline Village General Improvement District ("IVGID") and the Tahoe Transportation District ("TTD"). All parties are at times referred to collectively as "Parties" and individually as "Party" herein.

2. RECITALS.

2.1 IVGID owns certain real property commonly known as the Diamond Peak Ski Resort (Diamond Peak). Diamond Peak includes the upper parking lot area near the main lodge and as depicted in Exhibit A and incorporated by this reference ("Parking Lot").

2.2 TTD wishes to utilize a portion of the Parking Lot as depicted in Exhibit A ("Parking Area") for parking for the Lake Tahoe Summit event ("Summit"), and IVGID is willing to grant to TTD the right to use the Parking Area, under the terms and conditions set forth herein.

3. TERMS.

3.1 Recitals. The above recitals are hereby incorporated into the Agreement by reference.

3.2 License. IVGID hereby grants to TTD a license in, on, across, and over the Parking Area, for the purpose of permitting parking by Summit guests ("License"). TTD shall monitor the use of the License to ensure parking remains restricted to Summit guests. The License shall be subject to availability as determined by IVGID, which may include temporary restrictions on the use of the Parking Area for maintenance, Public Safety Outage Management (PSOM) event or other circumstances as determined by IVGID in its sole discretion and with notice to TTD.

3.3 Term & Termination.

3.3.1 Term. This Agreement shall be in effect for the day of August 16, 2022.

3.3.2 Termination of License. Either Party may terminate this Agreement with written notice to the other Party. Upon termination of the Agreement, TTD shall surrender the Parking Area in substantially the same condition as when received.

3.4 Indemnification. To the full extent permitted by law, TTD shall indemnify, defend and hold IVGID, its officials, officers, employees, contractors, volunteers and agents free and harmless from and against any and all losses, claims, damages, or injuries to the Parking Area caused by or arising out of the use of the Parking Area or this Agreement.

3.5 Insurance. TTD shall obtain and maintain in full force and effect during its use of the License during the Summit: (a) general liability insurance in the amount of \$1,000,000 per occurrence; and (b) property damage insurance in the amount of \$1,000,000. Such insurance shall name IVGID as an additional insured, shall be primary with respect to any insurance or self-insurance programs maintained by IVGID. TTD shall provide IVGID with a copy of the insurance policy in amount and coverage specified in this Section 3.5 prior to use of the Parking Area.

3.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. The terms and conditions of this Agreement may be altered, changed or amended only by written agreement of the Parties hereto. Section headings contained in this Agreement are for convenience only and shall not have an effect in the construction or interpretation of any provision.

3.7 Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

3.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.9 Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address or at such other address as the respective Parties may provide in writing for this purpose:

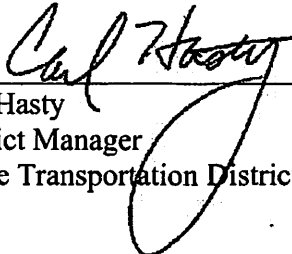
IVGID: Incline Village General Improvement District
Attn: District Clerk
893 Southwood Boulevard Incline
Village, Nevada 89451

TTD: Tahoe Transportation District
PO: Box 499
Zephyr Cove, NV 89423

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at the applicable address.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written



Carl Hasty
District Manager
Tahoe Transportation District

August 9, 2022
Date

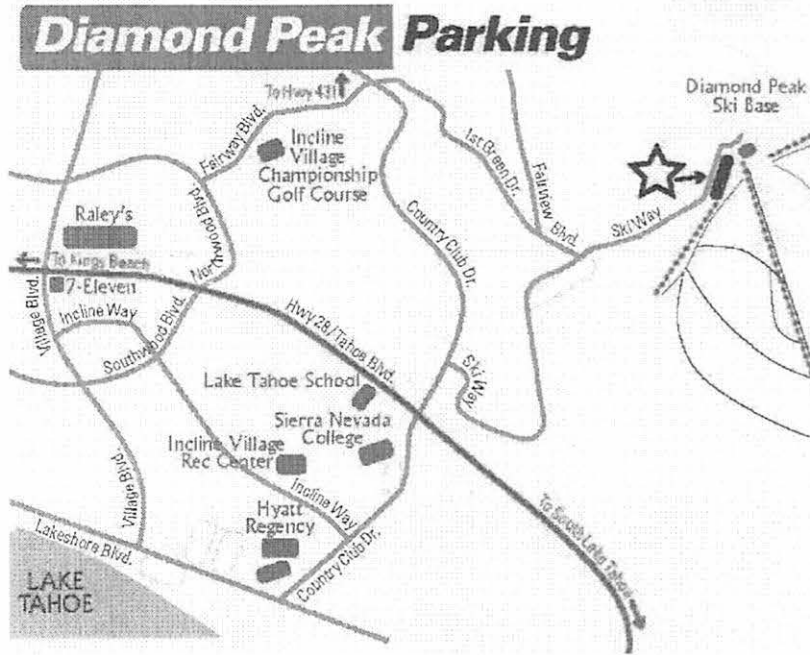
Indra Winqest
General Manager
Incline Village General Improvement District

Date

EXHIBIT "A"

GEOGRAPHICAL DEPICTION
OF THE PARKING AREA

IVGID (Diamond Peak Ski Resort) parking area 1210 Ski Way, Incline Village, NV 89451.



**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM G(2) – MAINTAINING THE COUNTY'S EAST/WEST PARKS
LOCATED IN INCLINE VILLAGE FOR A FRACTION OF OUR ACTUAL
COSTS ASSOCIATED THEREWITH**

Introduction: The arrogance staff have for the local parcel owners who involuntarily finance their excess salaries and over benefits is stunning. And the disinterest Board members have in being local parcel owners' watchdogs over staff's less than stellar activities is disturbing. And here we have another example of both. And that's the purpose of this written statement.

Someone Else's (the County's) Property: The County owns two parks¹ at either end of the intersections of Lakeshore Blvd. and Highway 28 in Incline Village (these parks are commonly referred to as the "east/ west" parks²). Since January 11, 1990 they have been maintained by the District pursuant to an "Interpretative Park Agreement."³ Now staff propose entering into a replacement agreement⁴ which lasts indefinitely⁵.

Read My E-Mail to the IVGID Board⁶: It's all there!

Read My E-mail to the County Board of Commissioners⁷: There I objected to the County Board's approval of this form of agreement on August 14, 2022 before it was ever presented to the IVGID Board.

Staff Wrongly Think That Because IVGID is "Government," it Has the Same Powers and Responsibilities as All "Governments:" And because IVGID is allegedly only "a quasi-public agency,"⁸

¹ See ¶19 at page 048 of the packet of materials prepared by staff in anticipation of this August 31, 2022 meeting ["the 8/31/2022 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0831_-_Part_1.pdf)].

² See page 059 of the 8/31/2022 Board packet.

³ See pages 042-054 of the 8/31/2022 Board packet.

⁴ That agreement is attached as Exhibit "A" to this written statement.

⁵ See ¶15 at page 060 of the 8/31/2022 Board packet.

⁶ My August 30, 2022 e-mail to the IVGID Board on this subject is attached as Exhibit "B" to this written statement.

⁷ My August 14, 2022 e-mail to the County Board on this subject is attached as Exhibit "C" to this written statement.

⁸ Page 4 of the latest (2022) "Water Quality Consumer Confidence Report" describes "the Incline Village General Improvement District, commonly referred to as IVGID, (a)s a *quasi-public agency* established under Nevada Revised Statute, Chapter 318."

according to staff the District has even greater powers! But these beliefs are not true. "For FY 2013, there (we)re 84 total General Improvement Districts active throughout the State of Nevada."⁹ So I guess IVGID is of the view the Legislature didn't think there were enough local governments in the State to be exercising general powers. We needed 84 more!

Episodes Like This Keep Happening Because Staff and the Board Don't Understand What a General Improvement District ("GID") Really is, What Limited Powers it May Legitimately Exercise, and How Those Powers Differ From Those of True Municipalities: We've had this discussion many times before. Neither staff nor the Board really know what a GID is. Sure they know its genesis is NRS 318. But other than that, they don't have a clue. And even where NRS 318 is clear, staff and their "hired gun" attorney find a way to ignore its plain meanings so they can concoct justification for a narrative they're pre-disposed to favor. Let me provide several examples.

NRS 318.055(4)(b): instructs that a GID's powers are limited to "a statement of the basic power(s)...for which the district (has been)...created (for instance, by way of illustration, 'for paving, curb and gutters, sidewalks, storm drainage and sanitary sewer improvements within the district')... (as) stated in (its) initiating ordinance (with the proviso it) *must* be one or more of those authorized in NRS 318.116, as supplemented by the sections of this chapter designated therein."

NRS 318.145: instructs that "the board shall have the power to...maintain and repair... *improvements acquired by the district...and all facilities of the district* relating to any basic power which the district is authorized to exercise." But the subject parks have *not* been acquired by the District. Nor are they "facilities of the district" because they are owned by the County¹. So where is the authority to maintain and repair someone else's property?

NRS 318.116: identifies the "basic powers which may be granted to" a GID. *Nowhere* are GIDs given the power to maintain and repair someone else's property.

A.G.O. 63-61, p.102, p. 103 (August 12, 1963)¹⁰: instructs that NRS 318.055 "must...be strictly construed, *to include no more than the Legislature clearly intended.*" No more means just that; *NO MORE!*

Dillon's Rule¹¹: Because Nevada is a *Dillon's Rule State*¹², "all of such statutes, NRS 318.120 to 318.145¹³, constitute a grant of power to (GID) boards and governing bodies, and are a

⁹ Go to <https://extension.unr.edu/publication.aspx?PubID=4294>.

¹⁰ Go to <http://epubs.nsla.nv.gov/statepubs/epubs/364899-1963.pdf>.

¹¹ Which declares "a municipal corporation possesses and can exercise the following powers, *and no others*: First, those granted in express words; second, those necessarily *or* fairly implied in or incident to the powers expressly granted; third, those essential to the accomplishment of the declared objects and purposes of the corporation — not simply convenient, but indispensable. (Finally, should there be) any fair, reasonable, substantial doubt concerning the existence of power is resolved by the courts against the corporation, and the power is denied...(and) all acts beyond

deprivation of powers and privileges in respect to the individuals residing within the affected areas, (they) *must* therefore be strictly construed, *to include no more than Legislature clearly intended!*¹³ Therefore just as NRS 318.055(4)(b) and A.G.O. 63-61, p.102 instruct, the limited powers granted to GIDs by statute must be *strictly construed*.

Expressio Unius est Exclusio Alterius: Because these NRS demonstrate that the Legislature knew how to grant county boards and city governments the power of public philanthropy, yet failed to grant GID boards similar powers, *expressio unius est exclusio alterius* (“the expression of one thing is the exclusion of the other”), a maxim of statutory construction, applies¹⁴ and *prohibits* GIDs from engaging in public philanthropy. Stated otherwise, “when a statute limits a thing to be done in a particular mode, it includes the negative of any other mode.”¹⁵ Just because counties and cities are authorized to do some things, doesn’t mean all forms of local government can do the same things.

Josh Nelson: Notwithstanding all of the above, IVGID’s attorney is promoting the notion IVGID may exercise *any* power whatsoever as long as a public agency charged with that power assigns it to IVGID pursuant to a NRS 277.080, et seq. inter local agreement¹⁶.

Mr. Nelson Has Been Compromised and is *Not* Impartial When it Comes to Advice Affecting Staff: Isn’t it amazing how an attorney can skew his/her legal opinions when necessary to support the bias of his/her client? Well that’s what we have here. Mr. Nelson has intentionally blurred the definition of his client in the District’s legal services agreement so he can render services to his *de facto* client, our GM and his staff. Thus he colors his opinions to allow his real client to rely upon those

the scope of...powers granted are void" [see *Ronnow v. City of Las Vegas* (1937) 57 Nev. 332, 343, 65 P.2d 133 (go to <https://cite.case.law/nev/57/332/>)].

¹² See *Ronnow, supra*, at 57 Nev. 341-43.

¹³ Notably, when it comes to municipal police powers (i.e., to provide for the general health, safety and welfare of their inhabitants), *unlike* counties, cities, and towns (NRS 244, 266, 269), GIDs have expressly *not* been granted these powers.

¹⁴ “In construing the scope of remedies provided in a statute, Nevada State courts, just as their federal counterparts, have long recognized and applied” this maxim [see *Nunez v. Sahara Nevada Corp.*, 677 F. Supp. 1471, 1473 (D. Nev. 1988)].

¹⁵ See *National Railroad Passenger Corp. v. National Ass'n of Railroad Passengers*, 414 U.S. 453, 94 S. Ct. 690, 693 (1974).

¹⁶ Mr. Nelson apparently relies upon NRS 277.180(1) for his counsel which provides that “any one or more public agencies may contract with any...other public agenc(y) to perform any governmental service, activity or undertaking which any(of the two or more) public agenc(ies) entering into the contract is authorized to perform.” But his interpretation of this statute is strained, and for the reasons which follow he is a biased and partial interpreter.

opinions so it can do what it wants to do. Rather than what the law actually provides. And that's what we have here.

The Purpose of the InterLocal Cooperation Act? Since Mr. Nelson relies upon NRS 277.180(1) for his opinion the District can pretty much do anything it wants to do¹⁶, let's examine the purpose of the InterLocal Cooperation Act. NRS 277.090 instructs that "it is the purpose of NRS 277.080 to 277.180, inclusive, to permit local governments to make the most *efficient use of their powers*¹⁷ by enabling them to cooperate with other local governments on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will best accord with geographic, economic, population and other factors influencing the needs and development of local communities." Nowhere is this purpose achieved by allowing one government which lacks power to provide services and/or facilities, to perform them.

So Given the Above, Who Are You Going to Believe? The above-statues, the Nevada Office of Attorney General ("OAG"), or Josh Nelson? But wait. There's more.

NRS 318.077: instructs that "in (the) event the board...elect(s) to add basic powers not provided in its formation (it)...cause proceedings to be had by the board of county commissioners similar, as nearly as may be, to those provided for the formation of the district, and with like effect." In other words:

1. Adoption of "a resolution...by the board of county commissioners"¹⁸ designating "the basic power(s)...to be created"¹⁹ as well as "the place and time for (a) hearing on the" proposed new power(s)²⁰;

2. "After such (resolution) has been adopted...the county clerk shall mail written notice to all property owners within the...district...which...shall set forth the name, statement of purposes, general description and time and place of hearing;"²¹ and,

3. "At the place, date and hour specified for the hearing in the notice...the board of county commissioners shall...adopt an ordinance either creating the district or determining...it shall not be created"²².

¹⁷ Rather than a power which is unique to only one of the governments.

¹⁸ See NRS 318.055(1)(a).

¹⁹ See NRS 318.055(4)(b).

²⁰ See NRS 318.055(4)(e).

²¹ See NRS 318.060.

²² See NRS 318.070(1).

So where is the evidence these proceedings have legally taken place? Or is our attorney correct when he states the District can circumvent these pesky procedural requirements simply by entering into an inter local agreement with the County⁴?

NRS 308.030(1): NRS 318.077 also instructs that “in connection with each such additional basic power...the board *shall* obtain a modified service plan...in a manner like that provided for an initial service plan required for the organization of a district in the Special District Control Law²³.” NRS 308.030(1) instructs that “any prospective petitioner for the establishment of a special district shall file a service plan with the board of county commissioners...The service plan shall:

(a) Consist of a financial survey and a preliminary engineering or architectural survey showing how...proposed services are to be provided and financed;

(b) Include a map of the...district boundaries, an estimate of the population and assessed valuation of the...district;

(c) Describe the facilities to be constructed, the standards of such construction, the services to be provided...an estimate of costs, including the cost of acquiring land, engineering services, legal services, proposed indebtedness, including proposed maximum interest rates and any discounts, any other proposed bonds and any other securities to be issued, their type or character, annual operation and maintenance expenses, and other major expenses related to the formation and operation of the district; and,

(d) Outline the details of any arrangement or proposed agreement with any city or town for the performance of any services.

“If (as here) a...district lies entirely within one county, a resolution approving the service plan is required from the board of county commissioners.”²⁴

So where is the evidence this service plan been adopted²⁵? Or is our attorney correct when he states the District can circumvent these pesky procedural requirements simply by entering into an inter local agreement with the County⁴?

NRS 43.100 Provides a Procedural Means to Resolve All of These Questions: NRS 43.100(1) instructs that a “governing body²⁶ may file...a petition...in the district court...praying (for) a judicial

²³ See NRS 308.010, et seq.

²⁴ See NRS 308.040(1).

²⁵ Do you realize IVGID has never, ever, adopted a NRS 308.030(1) service plan? Never!

²⁶ NRS 43.060(1)(b) and 43.080 instruct that a governing body includes a “board of trustees...or other legislative body of a municipality proceeding under this chapter.” Municipality is defined to expressly include “any...general improvement district.”

examination and determination of the validity of any power conferred or...any instrument, act or project of the municipality, whether or not such power has been exercised.” In other words, whether the District has the power to maintain and repair someone else’s property?

Conclusion: “None of these Chapters of NRS 309 to 318, inclusive, contained in Title 25 of NRS may be invoked as...authority for the creation of an improvement district, with power to”⁹ maintain and repair property and facilities belonging to someone else. Episodes like these go on and on as I’ve demonstrated. And because they do, our Recreation Facility Fee (“RFF”) is higher than it needs to be; A LOT higher! And local parcel owners for whom such facilities and services purportedly exist, are prevented from taking advantage of their alleged “availability.” And exactly why? It’s time for you Board members to put your collective feet down and just say no!

And You Wonder Why the RFF We’re Forced to Pay is Out of Control? I’ve now provided more answers.

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

EXHIBIT "A"

**INTERLOCAL AGREEMENT
BETWEEN WASHOE COUNTY AND THE INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT REGARDING MAINTENANCE OF THE EAST
AND WEST ENTRANCE PARKS**

This Interlocal Agreement ("Agreement") is entered into by and between the County of Washoe ("County") and the Incline Village General Improvement District ("IVGID"). County and IVGID may be referred to as a "Party" or collectively as the "Parties" in this Agreement.

RECITALS:

A. The Parties previously entered into an Interpretative Parks Agreement between IVGID and Washoe County dated January 11, 1990 ("Prior Agreement").

B. Under the Prior Agreement, IVGID constructed, at the County's cost, entrance parks at the east and west ends of Lakeshore Boulevard within IVGID (the "East Park" and "West Park" collectively referred to as the "Parks"). The East Park is located on the real property described in Exhibit A, and the West Park is located on the real property described in Exhibit B.

C. Under the Prior Agreement, IVGID agreed to maintain the Parks at the County's expense estimated not to exceed \$4,000 per year.

D. IVGID has continued to maintain the Parks, but its costs have exceeded the prior estimate.

E. The County and IVGID wish to enter into this Agreement to clarify and update their respective obligations for performing and funding the maintenance of the Parks.

NOW, THEREFORE, IT IS AGREED:

1. IVGID Operation and Maintenance of the Parks. During this Agreement, IVGID shall operate and maintain the Parks. IVGID shall ensure that the Parks are maintained at a level comparable to other IVGID parks and recreational facilities and considering the age of the Parks. The County may notify IVGID if it identifies any deficiency in the operation or maintenance of the Parks. IVGID shall promptly correct such deficiency consistent with the level of funding provided by the County or inform the County is writing why such condition is not a deficiency.

2. Cost of Operations and Maintenance. The County shall reimburse IVGID annually for its operation and maintenance of the Parks. Reimbursement shall include (i) any direct, internal labor costs incurred at then current direct labor rate plus benefits and overhead or (ii) if IVGID utilizes a third-party to provide operations and maintenance services, such costs incurred by IVGID and any internal direct or indirect costs (not to

exceed 10% of the total Agreement), including administrative and project management costs. IVGID shall provide the calculation of any costs at County's request. IVGID shall provide County with an invoice for reimbursement no less than quarterly on a July 1 thru June 30 fiscal year. Invoices shall include detailed documentation of expenses to be reimbursed such as receipts, invoices and payroll statements. Total reimbursements for the fiscal year may not exceed \$8,000 without prior written approval from the County. County shall pay the annual invoice within thirty (30) days of receipt from IVGID.

3. Capital Improvements. The County shall always hold title to the Parks during this Agreement. The County may construct any improvements to the Parks that it believes are necessary or advisable. In addition, IVGID may recommend potential improvements to the Parks to the County. The County may elect to construct any improvements in its sole discretion. Any such improvements may be constructed by the County. Alternatively, the County may request that IVGID construct such improvements at County's cost. IVGID shall not construct any such improvements without a written agreement with the County. All improvements constructed under this section shall be constructed by the Party or by a contractor under the direction of such Party and in compliance with applicable laws, including competitive bidding and prevailing wage. The Parties shall require any third-party contractor to indemnify and add both Parties as additional insured on any insurance policies required by the contractor under the construction contract for such improvements.

4. Liability Insurance; Indemnity.

a. IVGID shall obtain and maintain general liability insurance or equivalent self-insurance for the Parks. The County shall be included as an additional insured for such insurance.

b. The Parties hereby agree to indemnify and hold the other Party harmless from and against all claims, losses, liabilities, obligations, costs, expenses and damages, whether incidental, consequential or special, including legal fees and expenses, arising out of (i) any breach or default on their part in the performance of any of their obligations under this Agreement or (ii) any act or negligence of the Party or of any of their agents, contractors, servants, employees or licensees with respect to the performance of this Agreement. This indemnity shall survive termination of this Agreement.

5. Term; Termination. This Agreement shall be effective as of _____, 2022, and shall continue in effect indefinitely for as long as the Parks are in existence. This Agreement may be terminated without penalty, charge, or sanction by either Party effective June 30th each year with at least ninety (90) days' prior written notice to the other Party.

6. Interlocal Agreement. This Agreement is an interlocal agreement under NRS 277.110.

7. Notice. Notices under this Agreement shall be given in writing, by personal delivery or first class mail, addressed to:

Jennifer Hoekstra, Fiscal Compliance Officer
Washoe County Community Services Department
1001 E. Ninth Street Bldg A 2nd Floor
Reno, Nevada 89512

Indra Winqest
Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, Nevada 89451

The Parties shall also provide email courtesy copies of any such notice to the following:

Jennifer Hoekstra, Fiscal Compliance Officer
jhoekstra@washoecounty.gov

Indra Winqest
ISW@ivgid.org

Upon receipt of the email, either Party may waive personal delivery or first-class mail delivery. Such waiver shall be in writing, through email or other means of written communication.

Either Party may change the person or address to which notices shall be given by providing written notice to the other Party in accordance with the aforementioned notice provision.

8. Complete and Final Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein, and represents the complete and final expression of the parties and supersedes any prior written or oral discussions, negotiations, understandings or agreements between the Parties, including the Prior Agreement. The above recitals and attached exhibits are incorporated into this Agreement by reference.

9. Successors and Assigns; Transfer or Sale. No interest in this Agreement shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Party. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

10. No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any person or entity other than the Parties, or their respective successors, assigns, heirs and legal representatives any interest or rights (including without limitation any third-party beneficiary rights) with respect to or in connection with any Agreement or provision contained herein or contemplated hereby.

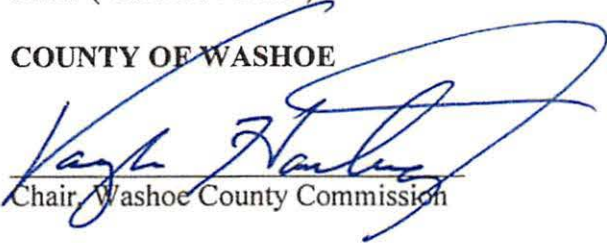
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document.

12. Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Nevada. Any litigation related to this Agreement shall be brought in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. IVGID and the County do not waive and intends to assert any and all available limitation of liability remedies in NRS Chapter 41.

13. Severability. If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have approved the execution of this Agreement by their duly authorized representatives as of the date of the last Party to sign below ("Effective Date").

COUNTY OF WASHOE


Chair, Washoe County Commission

Dated: August 16, 2022

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By:

Dated: _____, 2022

EXHIBIT "B"

Re: Remove Agenda Item G(2) From the August 31, 2022 Board Meeting - A New Agreement For Us to Maintain the County's Two East/West Parks For Less Than Our Cost!

From: <s4s@ix.netcom.com>
To: Callicrate Tim <tim_callicrate2@ivgid.org>
Cc: Dent Matthew <matthew.ivgid@gmail.com>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Re: Remove Agenda Item G(2) From the August 31, 2022 Board Meeting - A New Agreement For Us to Maintain the County's Two East/West Parks For Less Than Our Cost!
Date: Aug 30, 2022 2:37 PM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

The More One Looks, the Stupider and Stupider Indra and His Band of Incompetents Look! Unless you have your heads in the sand Tim, Kendra and Michaela.

It's just EVERYTHING. The more one looks, the things our vaulted staff due look stupider and stupider. And if you Board members don't put your feet down and so something, EACH OF YOU IS JUST AS STUPID!

Pull this matter from the consent calendar. Let's get all the facts on the table.

Here Indra admits that:

1. In January of 1990 the District entered into an agreement with the County whereby we would maintain and repair the County's two Incline Village parks (east/west) for a BELOW OUR COST of \$4,000 annually. You can see the agreement for yourself at pages 042-054 of the Board packet;
2. Although IVGID was supposed to ask the County for reimbursement, it never did.
3. Someone woke up in 1994 and finally billed the County. And the County agreed to pay \$16,000 for the four years of maintenance due (see page 040 of the Board packet).
4. Then in typical District ineptitude, nor further bills were sent by IVGID to the County.
5. Until 1991 when I learned through public record requests that over \$100,000 in back reimbursements were due and I called this fact to Indra's attention.
6. And what did he do? Schedule a meeting for July of 2021 where he and his crack band of negotiators were able to agree that the County would resume reimbursing the District \$4,000 annually for fiscal years 2021-22, and it would discuss "updating" the 1990 agreement (see page 038 of the Board packet).
7. Indra admits that our estimated operating costs for 2021 were \$6,700 (see page 038 of the Board packet). Which means he admits local parcel owners had to cover the \$2,700 deficiency with their Rec Fee. We don't know the costs for 2022 but if we assume them to be the \$8,000 Indra has negotiated in the proposed new agreement, our 2022 deficiency will be \$4,000 or \$3,000 for the period Jan 1-Aug 31, 2022.
8. But our losses are far, far greater. Since the proposed upgraded agreement does not provide for any other reimbursements that are owed, and those amounts are in essence WAIVED, we're giving up the \$4,000 owed for the period 1995-2020 = \$104,000.
9. Then there has been at least \$25,000 of pavement maintenance costs incurred in just the last ten (10) years.

10. Then it turns out there is water and electricity service provided to the two parks, and that service is in the District's rather than the County's name. And as a result of a public records request I have learned that just for 2021, we were charged \$2,855. I understand these charges have varied over the years but if I extend them out for the period 1990-present, 32 years, we're talking \$91,360.

11. Now I have discovered we installed at least two bear boxes at the parks for the collection of solid waste. Don't know the cost, but knowing our staff, the cost was probably well in excess of \$2,000.

12. Which means that all told, we are owed at least \$222,360 just in past due reimbursements, and with solid waste costs, probably over \$300,000.

13. And to our master negotiator Indra, let's forget about these sums because they are "water on the bridge." Right. My bridge rather than staff's.

14. The proposed agreement says the current old agreement will be terminated. OK. So paragraph 13 speaks to termination and states that on termination, the County shall pay IVGID for all past services performed and expenses incurred which have not been paid. In other words, \$222,360! So where is it crack negotiator Indra?

14. And then we get to the proposed \$8,000/annually moving forward. Don't you see this is less than our actual out of pocket costs when we include water, electricity and solid waste removal costs.

15. This is a TERRIBLE deal! It represents THE BEST YOU CAN DO Indra? And on the consent calendar no less (please explain to me why this is a proper matter to be placed on the consent calendar) so Indra can hide the damaging facts I have shared with you.

Please remove this matter from the consent calendar. Please vote NO on the merits.

You people need to understand the third biggest problem with IVGID is its size. Rather than downsizing, staff will do EVERYTHING to increase its footprint. Because a bigger footprint means more employees and benefits, and a greater need for financial subsidy from local parcel/dwelling units. And to continue growing, it's not good enough that our own stuff grows. We need to take on other peoples' stuff. And here's a perfect example.

Well I say that's it. These are the County's parks. It's their obligation to care for their own property. So why are we helping them out when as you can see our costs greatly exceed the County's reimbursement? It's time to not enter into a new agreement, and terminate the old one. It's time to down size and start downsizing our costs. This is the right and smart thing to do.

Respectfully, Aaron Katz

EXHIBIT "C"

August 16, 2022 Board Meeting - Agenda Item 7.8.1 - Proposed Inter Local Agreement With IVGID to Operate/Maintain Two County Parks in Incline Village - Please Remove From the Consent Calendar and For the Reasons Which Follow, Vote NO!

From: <s4s@ix.netcom.com>
 To: <Washoe311@washoecounty.us>
 Cc: <commissioners@washoecounty.gov>, <epricebrown@washoecounty.gov>
 Subject: August 16, 2022 Board Meeting - Agenda Item 7.8.1 - Proposed Inter Local Agreement With IVGID to Operate/Maintain Two County Parks in Incline Village - Please Remove From the Consent Calendar and For the Reasons Which Follow, Vote NO!
 Date: Aug 14, 2022 7:41 PM

Hello Commissioners:

My name is Aaron Katz. I am a full time resident of Incline Village. And I am one of the approximate 8,200 property owners who will be made to INVOLUNTARILY pay the shortfall to IVGID if the proposed agreement is approved. Board members need to understand what's really at play in Incline Village and put an end of the County's use of IVGID to fulfill the County's responsibilities.

Why was IVGID created? What are its limited permissible actions? Let me tell you it WASN'T to perform the County's obligations. Especially for less than its actual costs. It appears you and your staff think IVGID exists to perform all sorts of services the County is responsible for performing. And here we have one of a number of examples.

We have two COUNTY parks at each end of Incline Village on Highway 28 (NOT Southwood Blvd as the staff memo represents). They are not IVGID parks, but COUNTY parks!

So why isn't the COUNTY doing its job of operating, maintaining, irrigating, electrifying, capital improving these parks? Why does IVGID have to be involved AT ALL? We don't have enough to do? And do you really think a paltry \$8,000/annually is sufficient? If so, I have a couple of bridges you might be interested in purchasing in Incline Village/Crystal Bay.

Let me share some facts you likely don't know:

1. You do know that a previous inter local agreement was entered into in 1990. And the County was supposed to reimburse IVGID \$4,000/annually to operate and maintain these two parks. Well do you know that between 1995-2020 the County paid IVGID NOTHING?
2. When IVGID's UNprofessional staff became aware of the fact that IVGID had been paid none of this reimbursement for this 26 years (that's \$104K plus interest for 26 years), do you think they were able to recover it from the County? OF COURSE NOT! Your staff DECEITFULLY describe this fact as "over the years through the 1990's and into the mid-2000's the payment for maintenance in practice was provided through community support payments to IVGID. During the economic downturn in the late 2000's Washoe County ended community support payments (In other words, the County stopped paying in 1995), and neither Washoe County nor IVGID staff recalled the agreement for payment of maintenance of the east and west park through agreement (i.e., NEGLIGENCE). Washoe County and IVGID both look to honor the original agreement for payment of maintenance necessary for the operation of the parks (NO they didn't. Where does the agreement propose that IVGID be paid the at least \$104,000 due?) and a new interlocal agreement has been crafted to define those responsibilities." In other words, going forward rather than backwards. And what "community support?" Certainly NOT the County which was the party responsible for paying these costs. Rather, because IVGID staff didn't do its job, involuntary payments were exacted from local Incline Village/Crystal Bay property owners who had no idea. They didn't realize they were paying to have county public parks available for their use when they were available for every other member of the public's use, whether or not they were paying this "support."

3. Do you think these parks might require irrigation? And electricity? And solid waste (trash) removal? Well do you realize that even though these parks are owned by the county, utility bills are in the name of IVGID. And for

Just 2021, IVGID paid \$2,855.54 for just electricity and water? I haven't yet received evidence of the solid waste disposal bills to IVGID but I expect they will total in excess of \$1,000 annually.

And how much of these costs do you think the County has reimbursed IVGID over the last 32 years? NOTHING! And how much of these costs does the proposed inter local agreement state will be reimbursed by the County in addition to maintenance and operation costs? NOTHING again.

4. And there's pavement at both of these parks, and pavement maintenance. In the last 10 years IVGID has spent \$24,500 on pavement maintenance at both of these parks. Local property owners have been involuntarily assessed these sums. And how much of these costs do you think the County has reimbursed IVGID? Again, NOTHING!

5. And in 2019, how much do you think IVGID staff estimated needed to be spent on pavement maintenance for these two parks in 2022 and 2024? \$55,000! And how much of this cost does the proposed inter local agreement state will be reimbursed by the County? NOTHING again.

Are you getting the picture?

First, no wonder Incline residents are displeased with the way they are treated by the County. You are getting someone else to do the County's job at a fraction of the cost!

Second of all, at \$8,000/year, FOREVER, our in-house maintenance and operational costs will be far greater!

And who do you think will end up having to pay for this malfeasance? Local parcel owners who involuntarily pay IVGID \$780/annually - the \$780 pays for the difference between revenues and expenses assigned by staff to recreation and the beaches. This is close to \$7 million/annually and from staff's perspective, what's wrong with charging local parcel owners to pay FOR THE COUNTY'S RESPONSIBILITY?

Finally, this proposed agreement has NEVER been presented to the IVGID Board. It has NEVER been shared with the public. So why is the County approving an agreement which the IVGID Board has never seen, let alone approved?

The simple answer to the current issue is for there to be NO AGREEMENT WITH IVGID. These parks are the County's responsibility. So do your jobs and relieve IVGID of doing the County's job. IVGID should be doing less and less and a good first step is to remove maintenance and operational responsibilities for these two County parks.

BTW, I can back up all my factual assertions which documents if any of you is interested in viewing.

Thank you, Aaron Katz

These comments are to be made part of the meeting minutes. By Cliff Dobler

Tonight I would like to address the Capital Project Budget.

Isn't it about time to become realistic rather than deal in fantasy.

At the last board meeting, I stated this Board and Staff are out of their minds regarding the ability to execute the proposed capital budgets. Here are a few reasons why.

For the year just ended, the capital budget was \$16.9 million but 53% had to be carried over. The utility fund was even worse with 81.1% of the \$6.9 budget carried over. However there was \$3.3 million in contracts outstanding. The budget for this year is \$53.6 million an unattainable number. Nine major projects are scheduled, all of which are currently in design, and construction cannot even start until May next year. The GM, off the record, at an Audit Committee meeting, told me the District can only handle one maybe two projects per year.

Why budget \$25.4 million this year for the Rec Center Expansion, when only \$2.5 million will be spent on design and the Duffield grant is not firmed up. When construction is ready, then augment the budget. The GM indicates the project will not be completed until the winter of 2024 so why are all costs budgeted this year?

Why budget only \$4 million for Pond #1 when the costs will be close to \$7 million, cannot possibly be done by next June. Mr. Navazio stated the project would not be done unless the Army Engineers provide a grant. Just budget the design then augment.

Why budget \$12.1 million for the Effluent Pipeline when design might be done and approved this fiscal year but construction cannot even start until next June because of NDOT restrictions. Budget design only and if money is needed for construction then augment the budget.

The great fantasy is the Sewer Pump Station #1 which has been on the books since 2018 starting with a \$155K budget which is now \$1.7 million. The CURRENT project summary states the project was to be rebid in the summer of 2020 (never was) and would be completed by June 30, 2021, 14 months ago but is apparently dead. Why is this in the budget?

A budget's primary objective is to determine cash flow. It is not to throw a bunch of numbers on pages with unrealistic expectations. What good does that do. Augmenting budgets, especially in IVGID's case because construction season gap two fiscal years, is a required necessity. PERIOD. Augmenting is not a sin.

For several years I have advocated a budget for design and a budget for construction. Everyone seems to believe this would be the proper budgeting tool yet the same old lousy budgets are completed year after year. For what purpose? To look impressive that you might be doing something?

Good evening,

Gail Krolick, Candidate IVGID Trustee and resident 1410 Tirol Drive Incline Village.

Since Washoe County has been enforcing boat storage and trailer parking on our community streets, I have noticed boats, trailers and RV's have been parking on IVGID property, alongside Ski Way. Diamond Peak parking. Today, I counted 22 in total. Rather than just complain I would like to offer a suggestion. I know my suggestion has been brought up in the past, but I believe it is time to "peel the onion back" to determine if IVGID can charge to park in this area and this can be accomplished without any liability to IVGID and to be ensure we have the community buy in with our neighbors on Ski Way, including Bitterbrush and Tyrolian Village HOA's. Thank you.

Now, I would like to take a moment and recognize the passing of former Trustee Syd Brosten at the age of 93! He and wife, Joanne and their daughter, Tamela were Incline Village community members from 1975 – 2006.

Syd served this community for 8 years and I, and Chairman Callicrate served with Syd on the IVGID Board of Trustees together. Oh, the stories we could share!

A Celebration of Syd's Life will be held at Dahl Funeral & Cremation Service on Friday, September 9th at 1:00PM; livestreamed https://youtu.be/W_6FGQQyMAG.

I mention Trustee Brosten not only to honor a long-time community member, but it also reminds me that change is constant. Whether it be the passing of community members, our children's milestones, or the transitioning of the IVGID Board of Trustees.

We have certainly been in a transition and will continue to be for the next several years and I hope to be a part of navigating our community's future and as Syd would say "LIVE THE DASH!" as we all know time flies by!

Thank you.

Good Evening, Trustees and Public.

Ray Tulloch, candidate for the Board of trustees and 15 year full-time resident.

I would like to make a public statement to refute some of the absurd untruths (aka lies) that are reportedly being spread about me in the community. I would normally ignore this. However, as the sources apparently include a retiring Board member, they may appear more credible to some people. Thus I find it necessary to rebut them publicly.

The first rumor concerns the future of our General Manager. It is being claimed should I be elected it is my intention to fire Mr. Winquest. **THIS IS TOTALLY FALSE!!** I have never made any such statement.

In fact this rumor is deeply offensive, not only to me but, much more importantly, to Mr Winquest. It would suggest that his position is predicated on the patronage of some board members rather than his own merits. I am sure all of our community would agree with me in finding this to be deeply insulting to Mr Winquest and his abilities.

I have spoken with Mr. Winquest about this. He shares my concerns about this rumor. I have an open and respectful relationship with him and have assured him of my support.

The second allegation is regarding golf fees. It is being said that as Chair of the Audit Committee I was responsible for the increase in golf rates this year and that I intend to raise them much more should I be elected. Again, this is completely false and, frankly, laughable!. Golf rates have nothing at all to do with the Audit Committee and were never discussed there. And I have made no statements or expressed any views on golf rates. Current Golf rates were reviewed and agreed by the Board on a 5-0 vote.

As a Trustee I will look for long term sustainable solutions for golf that reflect costs, revenues, subsidies and availability to provide a stable future for our golf courses and golf community, not just short term knee jerk actions.

I thank you all for the opportunity to set the record straight. I have heard similar rumors in the past but ignored it as simply desperate campaigning by rivals.

However given the elevated role in the community of a source in this instance I felt it necessary to speak out. It is disappointing people feel the need to resort to tactics like this.

I will continue to run a positive campaign in the same way as I have to date to deliver a sustainable and responsible future for our community. And I will restate my commitment to listening to and getting input from across **ALL** the community, not just special interest groups. I sincerely believe that is something the Community has a right to expect from **every** Trustee and candidate.

I trust people to make up their minds and to vote for candidates based on facts. And to those spreading the rumors, I would point out:

you are entitled to your own opinions, but not your own facts.

Thank you

MINUTES

SPECIAL MEETING OF SEPTEMBER 14, 2022

Incline Village General Improvement District

The special meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Board Chairman Tim Callicrate on Wednesday, September 14, 2022 at 2:00 p.m. at the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF TRUSTEES*

On roll call, present were Trustees Tim Callicrate, Matthew Dent, Sara Schmitz, and Michaela Tonking. Trustee Kendra Wong joined the meeting at 2:27 p.m.

Members of Staff present were Project Manager Bree Waters, Diamond Peak Ski Resort General Manager Mike Bandelin, Director of Information Technology Mike Gove, and Engineering Manager Kate Nelson. Members of the public physically present were Andy Whyman, Gail Krolick, Cliff Dobler, Ray Tulloch, Judith Miller, Aaron Katz and others.

C. INITIAL PUBLIC COMMENTS*

Cliff Dobler read from a prepared statement which is attached hereto.

Yolanda Knaak, IVGID candidate 2022, commented on the contract for the RFID. She stated she does not think there was any controversy regarding the RFID, but it was that the contract was not that great. She thinks the contract is greatly improved over the last one; she does have some comments though - on page 4 of 14, A, "schedule" has a period and a comma after it, so the period should be deleted; under B, on line 3, it should read the "settlement of service fees", instead of service being plural; under C, on line 7, invoice for "cost plus work", it would be clearer by saying "product cost plus labor"; on page 6, the paragraph above the "software service annual fees", it should read, "any reductions will be calculated and credited by March 1st"; on page 7, above the "self-service portal", and, "your call will be returned", she thinks you should add a time frame (i.e 24 hours, 25 hours); on page 10 of 14, after "rating", there should be a comma; and on page 10 of 14, E, subcontractors, at the end of the second line, it should be insure, rather than having it plural. These are her comments but it looks much better than it did last time.

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

Aaron Katz provided written statements to be attached to the meeting minutes. He commented that he knows you do not want to hear it, but it is his familiar tune, your Staff is not honest and transparent. Please recognize it for once. First of all, they delay transmittal of the Board packet; no excuse at all. Why? They do not want the public and the Board to know the truth. Page 56 of the Board Packet, Staff represents that 8,680 square feet of the proposed expansion are devoted to Recreation Center. How much for new Recreation facilities and programs? He asked Staff to give me these numbers so he could talk intelligently, and what do you know, they have ignored him. He guesses it must just be coincidental, but if you do not have the facts, how can you answer? 7,625 square feet of dedicated gymnasium to store Duffield's gymnasium equipment. He asked Staff if the public would be able to use this equipment when it's not being used by the girl's gymnastics club. By the way, we do not have a boy's gymnastics club. Answer – no. So, not available for possible alternative programming, contrary to what Staff tells us. 6,551 square feet dedicated for the youth center – how much will be available for alternative programming? Answer – none. 3,555 square feet for wasted structure space. 7,600 square feet left over for Staff offices, conference rooms, copy/fax records storage, break room (ie: no recreation). What is left over for recreation? 1,080 square feet. Possibly a shared activity room. The other side of possibly, is possibly not, and that is what he will concentrate on. So, the public gets 1,080 square feet, possibly, out of 26,411. That is less than 5%; that is what this is really all about. What is in our interest to agree to a reduction of 20% of what we all agreed to June 29th? Answer – nothing. This letter they've got you wanting to sign is demeaning as heck. Why do we need to sign a letter? Why are we humbling ourselves for anything? Why is Trustee Wong's signature to be affixed when she is not even at the Board meeting? It would be an open meeting violation. He resents the fact that the letter speaks for the community, speak for yourselves; don't speak for him. Trustees Dent and Schmitz, please, refuse to sign the letter. Let it go to TRPA with missing signatures.

Mindy Carbajal, Chief Executive Officer of the Boys and Girls Club in North Lake Tahoe, said she is sorry she could not be there in person today; she is out of town for a meeting. She wanted to call and offer support of the modified facility proposal and say the Boys and Girls Club looks forward to a continued conversation about a partnership that could bring additional opportunities for Incline youth at this facility. Looking at the proposed expansion, there is so much opportunity to provide very unique recreational and wellness programs for kids especially middle school and high school aged youth. As an organization, we are excited to continue this conversation with the proposed modifications and hope we have the opportunity to do that.

Andy Whyman commented he was not sure if he was going to say anything today, but he is going to say something today. He and his wife have supported the Boys & Girls Club for a long time, financially and otherwise. It is a wonderful organization and we thoroughly support and encourage the continuation of efforts to expand the Boys & Girls Club. Having said that, he has listened to a number of the comments by other folks about whether this is an appropriate use of the community's space for such a program. He did read this letter of September 14, 2022, which is supposedly going to be signed by all members of the Board. Just reading the letter does trouble him, frankly and he then quoted several sentences from the letter that was in the packet. He would like to know more about what this miscommunication is about, and frankly, he is troubled by the tone of this letter. It could be interpreted as the Board being mesmerized by people who have an enormous amount of money and an enormous amount of potential influence in the lives of those around them and in the community around them. That is particularly true in small communities, when extremely wealthy people move into those communities and volunteer to provide some of their great wealth to that community. The question really becomes, is the willingness to provide all that money, is that going to benefit the community in its entirety, certain select parts of the community or only small parts of the community. He would ask this Board to debate this issue openly and sincerely before coming to any conclusion. He confesses that he has not been at many Board meetings so he does not know how openly all this has been discussed in the past, but he would submit, that to move forward, without having had that discussion, in which all the issues are on the table, would be a dereliction of your duty.

Ray Tulloch commented he must admit he was in two lanes about whether to speak today or not. He could have taken the easy path out just like the other candidates for IVGID Trustees like himself, sit back and do nothing because rather than touch what possibly could be a third rail. However, as he has stated in all of his presentations and all of his speaking with members of the community, he is here to represent all of the community and not just special interest groups. If he was just a politician, he would sit back and say nothing like others. He thinks it is important to go on the record here and if he is asking people to vote for him, people want to know what their candidates represent, it is important that they hear from them. He does find it difficult that we have now seen a dramatically revised proposal for the Recreation Center expansion that drops a large part of the Community Master Plan requirements. This was put together at the last minute and he thinks that is unfair to the public. He thinks for something as major as this and important to the community, and something that changes the Community Master Plan, it is important that the community have enough time to review and discuss that. He does have a major concern that going ahead just now with a

suddenly revised plan at the last minute, would dramatically limit our future options for expanding the Community Recreation Center. He thinks that would be a severe mistake. Board Chairman Callicrate has previously said on record, he made a mistake when they did the Chateau, they cut back on things just to save money and it came back to bite them afterwards. Let us make sure we do not do the same thing here. Let us not rush into changes that limit our future expansion and make future expansion much more expensive. It is much cheaper to actually incorporate these other things at the moment. If we are going to go ahead with this, we should incorporate as much as possible at the same time. Yes, this will cost more money. We should then revisit the Master Plan and the expansion plan. There are plenty of projects in the CIP that could be easily delayed to move money about. He thinks having an additional gymnasium and additional space would be a much bigger benefit to the community than just going ahead and then finding that we cannot do this afterwards. So he would ask the Board to consider, not just rushing into this, let us make sure we come up with something that represents all of the community and desires of all of the community.

D. APPROVAL OF AGENDA (for possible action)

Board Chairman Callicrate asked for any changes to the agenda; there were none and Board Chairman Callicrate indicated the agenda is approved as submitted.

E. GENERAL BUSINESS (for possible action)

- E.1. SUBJECT: Review, discuss and possibly award a procurement contract for installation of RFID – Software and Gantries – 2022/2023 Capital Improvement Project; Fund: Community Services; Division: Ski; Project#3499CE2201; Vendor: Axess; in the amount of \$351,528.10 (Requesting Staff Members: Director of Information Technology Mike Gove and General Manager Diamond Peak Ski Resort Mike Bandelin)**

Diamond Peak Ski Resort General Manager Bandelin reviewed the submitted materials. He then thanked District General Counsel Nelson for his services and time in regards to assembling the proposed agreement to the Board of Trustees. Trustee Schmitz asked if the passes, whether season passes or a day pass, for the RFID reader, are they re-loadable or are they expendable with every day use? Diamond Peak Ski Resort General Manager Bandelin explained that there are multiple different types of access media. They are called POS stations; passes can also be redeemed online, and are reloadable. He stated that the customer would take the card after a visit and can reload it for another day. Trustee Wong asked if we have thought about how this service could be used across other venues? She

stated that this is a large investment and she would love for one day there to be one pass that you use for everything. She asked if the technology can leveraged at other venues? District General District Manager Indra Winquest answered yes; there has been discussion with the vendor. He mentioned that it has been discussed to use this as a jumping off point to establish how we might be able to apply the technology to some of the other venues, particularly at the beaches and hopefully get to a point where we can secure the beaches year round including during the times where we are not staffed. District General Counsel Nelson stated he wanted to go through the contract and that he wanted to thank Staff for their hard work under tight timelines. He noted that this is agreement is not reflective of the type of agreement that would normally be brought to the Board of Trustees. He stated that we would normally try to shift as much risk to the vendor. In this case, there are certain risks that the vendor, Axess, is not willing to bear. There was a fair amount of back and forth to get the language and this is their bottom line. It is a bottom line that the Staff feels comfortable in moving forward with if the issues have been highlighted for the Board of Trustees consideration and ensure that everyone is on the same page. On packet page 7 above Section 1, definitions, there is a discussion about how the agreement interacts with the two annexes. Annex A is the order and Annex B is their standard terms and conditions. As a best practice, we want to make sure that the agreement is internally consistent. There are direct conflicts with what is in the agreement and what is in Annex B. As an example, we have Nevada law and a Nevada venue applying and the Annex has both Utah law and a Utah venue applying. The way we have handled this is that the text of the agreement controls over any conflicts in the general terms and conditions. If there was a dispute over venue, he stated he is confident that the venue would be in Nevada. A request to Axess was made to amend their general terms and conditions to eliminate the inconsistencies, they were unwilling to do that, and this was the middle ground we were able to reach; he is comfortable with moving forward with that. He noted that it does potentially introduce ambiguity in the document in the future if there is a dispute between the parties. On Section 2, second line, the proposal, it is good until tomorrow. He noted they are set up to move forward if the Board of Trustees approves the agreement tonight, to get it signed and back to the vendor to meet the timeline. On page 8, Section 5, the warranty period is now one year unless the manufacturer warranty is longer. He noted that the language is in a slightly different text and pointed out the statement *“unless such defects or inoperability are a result of improper care or equipment abuse resulting in premature wear and tear by the District.”* He stated that is a significant risk where some of the equipment is being used by members of the public. If it is our Staff, we can feel confident about being able to maintain things but as for members of the public using the equipment, that could be an issue. On page 9, Section 6, pricing, it indicates that all prices exclude taxes. He stated this is not an issue because what is being proposed is not taxed but notice in all of our

normal template agreements; we always shift the risk of any taxes that we may not be aware of back to the vendor. In this case, they were very firm that this risk is ours. This should not be an issue but if something does come up, it is a risk that the District will own. On page 10, Section 8, payments, there was some inconsistency as to when the final invoice is due. We will clarify that it will be due after the last 10% order value after commissioning and not simply delivery of the materials. On page 12, there is a discussion about a delivery address; the delivery address is specified in Annex A as Diamond Peak, which is where we want the materials to show up. The schedule for delivery date is before December 1st of 2022, but this date has very little affect; it is likely that the vendor would be able to identify an excuse if the delivery date is not met. Board Chairman Callicrate mentioned that the agreement has a date of December 1, 2023 and noted that it should say December 1, 2022. District General Counsel Nelson agreed and indicated this would be corrected. On page 17, Section 19, damages, we are waiving all claims for damages against Axess and the only remedy would be to go against the warranty. There is an exclusion for their willful misconduct or negligence but as a general rule, we are stuck with the warranty. District General Counsel Nelson stated this is a big deal and not the type of thing we would normally agree to. Trustee Tonking asked if this means that any defect that is not covered by the warranty, the District would have to pay to have it fixed? District General Counsel Nelson answered yes, including excessive wear and tear that was mentioned earlier. On page 17, Section 21B, if we do not pay them, there is a 10% of the amount owed as payment penalty. On page 18, Section 18D, because this is a multi-year contract, there is a non-appropriation clause to ensure compliance with NRS 354.626. On page 20, Section O, term of the agreement, there is an initial 5-year agreement for the software portion after the installation and an automatic renewal for 1-year periods. This is one of their standard terms and it will be important for us to calendar the renewal dates. Trustee Schmitz mentioned that she has suddenly become very concerned about the language in the contract. She asked if we are purchasing the software, there is an annual service fee, what is the warranty as it relates to the software components that produces the tickets and that we subscribe to on an annual basis? District General Counsel Nelson stated that the vendor does have an obligation to make sure the software works and if the software stopped working, we would have the ability to terminate the contract. We noted we may have limited recourse based on the damages as discussed earlier but we would not be stuck with them for the full term if this were to happen. Trustee Schmitz asked if references have been checked and if other venues have had issues that should draw additional concern about the language that is being identified? Diamond Peak Ski Resort General Manager Bandelin explained that Axess is the worldwide leader in the media and solution for RFID at ski operations. This is a small component of what the company represents. Other local resorts have chosen them to be their media provider. Trustee Schmitz asked if the local

resorts have used the same contract? District General Counsel Nelson responded that they are all private entities and they are not public documents. He mentioned that one of the challenges they have had with Axess is explaining that the District is very different than most of their customers because we are required to comply with items like public records and Nevada Law. Diamond Peak Ski Resort General Manager Bandelin noted he spoke to other operators that have been using Axess and there has not been any dissatisfaction with them. Trustee Tonking asked how Diamond Peak Ski Resort General Manager Bandelin feels about the warranty? Diamond Peak Ski Resort General Manager Bandelin responded that he is fine and the only components that the customer is using is a very small low voltage motor and robust pick up boxes. Other than that, it is software for Staff to use. He mentioned that he feels very comfortable.

Trustee Tonking made a motion to approve an equipment purchase agreement attachment one for installation of RFID Technology Software and Gantries – 2022/2023 Capital Improvement Project; Fund: Community Services; Division: Ski; Project#3499CE2201; Vendor: Axess America Inc.; in the amount of \$351,528.10 plus a 5% contingency in the amount of \$17,576.40 for a total amount of \$369,104.50. Trustee Schmitz seconded the motion. Board Chairman Callicrate asked for further comments, none were received so he called the question and the motion was passed unanimously.

E.2. SUBJECT: Recreation Center Expansion Project

- a. Review, discuss and possibly approve an amendment to the grant agreement with the Dave and Cheryl Duffield Foundation to modify the scope of the Recreation Center Expansion Project (Requesting Staff Members: District General Manager Indra Winquest, District General Counsel Joshua Nelson and Project Manager Bree Waters)**

District General Manager Indra Winquest stated he would like to respond to some of the public comment about this project and talk a bit about his experience with the District that he believes makes him qualified to make recommendations. He mentioned that the information on the Recreation Center expansion went out to the community on Saturday; it did not go out to the community with the rest of the packet. What is being proposed is not going to be a Boys & Girls Club. The Boys & Girls Club will be a partner to aid the District in programming for youth in the facility which is very much a model you will see in other communities between Parks & Recreation Departments and Boys & Girls Clubs. He noted that the narrative that was

put in an article in the *Tahoe Tribune* was inaccurate. It is not true that the Boys & Girls Club will be managing all the programming. The IVGID Parks and Recreation Staff will be managing the partnership between IVGID and the Boys & Girls Club of North Lake Tahoe. He noted that the District would be working on an agreement with the Boys & Girls Club. Trustee Schmitz asked for clarification if the Boys & Girls Club will be operating a subset of youth programming and asked what the criteria is for when the Boys & Girls Club are operating versus when the District Staff is? District General Manager Indra Winqwest responded that this is an evolving process where the departments are working through how the facility will be programmed. He can say that what a normal day would look like is the Recreation Center opens in the morning, there is a multi-use facility that will be available primarily for gymnastics but will be available for other types programming to include different types of personal training where some of the equipment may be incorporated. He is not sure who said all of the equipment would be off limits but that is not necessarily true. There will be some equipment for gymnastics, which will not be available to use for other types of programming, but we will be able to use the facility in the mornings. The activity space, which is not related to the youth center, is there for classroom type programming which we do not currently have which consultants have recommended. Additionally, he stated he went through the 1999 Recreation Facilities Assessment where there are items referenced, like a teen center, which the District has not addressed. He noted that there are other types of Senior gathering spaces that can be used during the day and before the kids get out of school. There has been a lot of discussion about when Washoe County was talking about turning the old library into some type of community center where our Senior programming division can come in and program that area; that just never came to fruition and a lot of that can be done at the existing Recreation Center. The Boys & Girls Club would typically come in during the afternoons, around the time the kids are getting out of school, and they would provide supervised activities whether it is inside using the various youth areas, as well as outside spaces. There is a lot of space that the club would be utilizing and they would be doing so on their own dime. He mentioned that he has had serious discussions with Mindy Carbajal, Chief Executive Officer of the Boys and Girls Club in North Lake Tahoe, about them helping to pay for the ongoing maintenance and potential funds for future capital projects and custodial which is very similar to what they have over at the facility in Kings Beach. He stated they would come in during the afternoon/early evening to provide some programming and activities with supervision. All of the gymnastics programs and any other programs that are in the gymnasium and multi-use facility would be managed by our community programming division. There could be programming going on in

the facility that is managed by IVGID Parks and Recreation Staff and there could be programming going on in the facility simultaneously being supervised by the Boys & Girls Club. He noted that in the summer, they have a very robust day camp program that they will be able to operate out of that facility while IVGID Parks and Recreation Staff would continue to utilize the space for other programming. There are high-level recreation professionals that are creative in the space that we have. This is how we see the relationship working and, of course, this will continue to evolve and if this passes, we will bring back the 60% design, which will be a decision point for the Board of Trustees, as we will discuss potential tenant improvements to the existing center. There will be a lot more discussion about the programming side. Trustee Schmitz asked that at the 60% design, will we be seeing some draft language with the agreement on how the Boys & Girls Club relationship will go? District General Manager Indra Winqest states yes and that Mindy Carbajal, Chief Executive Officer of the Boys and Girls Club in North Lake Tahoe, is gathering some agreements that they have with some other agencies so we will be able to provide some templates and information. The goal is to have a draft agreement in place simultaneous to going out to bid for construction on the project. He noted that legal would be involved and the Board of Trustees would need to be comfortable with the agreement. District General Manager Indra Winqest mentioned he has spoken to the Boys & Girls Club about the before school program and whether it would be appropriate to operate out of that facility. It has been agreed that they would not be able to operate out of the expanded area and it makes more sense for them to continue to run that at the elementary school. Trustee Schmitz was thankful for the clarification that the before school program would remain intact at the school. District General Manager Winqest brought up that there was reference about members of the public having access to the facility. He then asked are youth and families considered members of the public? He stated that he worked 2 years managing the Recreation Center counter; he then was the Sports Supervisor Manager managing all of the youth and adult programming for several years, then Superintendent, and finally, Director of Parks and Recreation. He lived in that building for 17 years. He has coached kids in the community for 15 years at both the high school and middle school. He would hope that the Board of Trustees and community would trust that he is fully qualified to talk about this. He stated that nobody is trying to do anything disingenuous and that Mr. & Mrs. Duffield just simply wants to do something great for the youth, the families, and the entire community and this is the donation that they have pledged. With regards to the letter, he understands the concern and explained that the purpose of the letter is related to the donor and the foundation whom want to ensure that the District and the Board of Trustees

are supportive and committed to the project, considering that they are gifting the District and community \$26,000,000. He believes this request is viable and valid. With regards to the apology portion of the letter, it is hard when the private and the public sector try to mesh, so there was some confusion, miscommunication, and frustration about the process that we, as a government agency, need to go through. At the time that the preliminary cost estimate came out at \$33,000,000, we had to go back to the donor at that point and time. As the donor originally offered \$25,000,000, he asked if the project could be scaled back. He told the donor that we could do this and as soon as this is done and approved, it has to be brought back to the Board of Trustees to discuss and possibly approve the modifications to the design per Board of Trustees policy. There were timing issues and vacations so it took a few weeks to get the work done. We did notify Trustee Tonking who is working with our group on this. He apologized to Trustee Dent for not reaching out to him. He let the foundation and donor know that this was going to have to come before the Board of Trustees. Unfortunately, the information was not available until the day that the packet went out for the last meeting. He mentioned that he would be foolish to not bring this opportunity to the Board of Trustees and he is trying to give them and the community all the information so a decision can be made on whether to move forward with the project. Trustee Dent asked when there is a conflict in programming, how does that conflict get resolved? District General Manager Winqest responded that the District's Park and Recreation Staff will be managing this and will make sure that they try to alleviate as many as these types of conflicts before they become issues. He believes that the additional flexible gym space that had to be taken out of the design may have been helpful in some ways but the fact that we are able to build the multi-use gymnasium, it will alleviate a lot of the conflict that we currently have in the existing gymnasium. Additionally, with the ability to construct the tenant improvements, it will take care of the fitness center space that is in the Master Plan, as well as giving personal trainers other places to train such as the multi-use facility, the gymnastics facility, or upstairs Recreation Center when it is not being used. This will help alleviate the conflicts significantly. Trustee Dent asked what are the other conflicts that we will still run into? District General Manager Winqest stated that there would likely always be some unresolved conflict based on the level of use the facilities get. As of now, when children come over after school and if there are programs in the gymnasium, we never would have been able to move them out of the existing Recreation Center. They will now have areas in the youth center where they can go recreate, socialize, etc and not be yelled at for running around the hallways; we are going to have space for them. All of this combined will take away a lot of the conflict that we currently see at the

Recreation Center. Trustee Tonking said thank you for all of the time and energy everyone has put into this project. She stated she was also a bit concerned about the lack of extra gym space but there are many things that go on in the gym throughout the day that can move to the gymnastic area when it is not being used. She mentioned that the youth is a huge group in this community and as someone who grew up in the community; this is something she would have loved to have, as there are not a lot of places to go as kids. Her parents spent a lot of time trying to find other activities to do, so this is an incredible opportunity. She thinks that the youth sometimes are forgotten and she is a huge advocate for youth. She asked if we could come up with some way to use the classroom programming space for adults and Seniors? District General Manager Winquest answered yes and that District Project Manager Bree Waters was present to provide information and answer any questions. District Project Manager Waters stated that we are bringing back the Recreation Center Expansion Project to the Board of Trustees because there has been a modification to the scope of work due to budgetary concerns. It is being brought back for the approval of the modified scope. The original scope that was presented on June 29, 2022 was for a 33,000 square foot addition; this is being reduced or modified to 26,411 square feet, which has all been presented in the Board packet. Engineering Manager Kate Nelson mentioned that this opportunity checks off 2 boxes on the Community Services Master Plan and it opens up the avenue to check off a lot more within the tenant improvement portion. If we do not have this project, then we do not get to start checking those boxes. Trustee Schmitz stated she is confused because the original scope was Option A and it was not 33,000 square feet, it was 29,500 square feet. She believes the recommendation is Option C that is 30,225 square feet and that she is asking for clarification on these amounts? District Project Manager Waters explained that in April, the original scope of work was the original Memorandum of Understanding with the Duffield Foundation. The scope of work was Option A and it was a half size basketball court which half of would have been dedicated to a gymnastic facility. When the full budget analysis was done for Option A, it came in at \$29,900,000. We came to the Board of Trustees at the end of June with Option B and that came in at \$33,900,000 and it was the 33,000 square foot option. When we did a full budget analysis and took it to the Duffield Foundation, they asked us to do a reduced scope of work to get the project down to the \$25,000,000 that they had offered. This is what led to Option D for \$25,600,00 with 26,411 square feet which is the modified scope of work we are asking for approval on today. Trustee Dent asked if the gymnastic space shrunk with Option D? Project Manager Waters responded that the actual dedicated gymnastic area has not changed in size. The gymnasium size has changed but the gymnasium size

in Options A, B and C included a dedicated space for gymnastics, plus another multi use space. District General Manager Winquest asked Project Manager Waters to address the question of, if we proceed with Option D, how the expansion would be designed to accommodate any future addition of gymnasium space. Project Manager Waters stated that the architect and team have looked at the design and created a repetitive design and the design easily allows for the addition of a gymnasium at a future date. She notes that utilities and bathrooms would be coordinated for future use. Trustee Schmitz said thank you for all of Staff's time and effort, as well as the Duffield Foundation for this very generous gift and opportunity that has been put before us. She stated this is an opportunity that we can deliver on for the community. She reviewed the Community Services Master Plan and she noticed there were many things related to teen activities, which is really important. What it does not address is the need for gymnasium space and the Community Services Master Plan had identified that we had over use. She has been reaching out to community members and Staff members who use the personal training facilities and there has become an increase in demand because we have more full time residents and youth here. She went back and reviewed the Memorandum of Understanding that was approved and the grant agreement, and in both documents, including the amended one, it states there is a multi-use gym and it is not considering the dedicated gymnastics. She stated the multi-use is a component that is missing. She stated she greatly appreciates the generosity of the Duffield's in contributing \$25,000,000 to our District and she feels it is our duty as Board members to review the Community Services Master Plan, look at this opportunity and do it right and not miss the opportunity of incorporating a multi-use gym into the equation. She noted that the teen activities and teen area is right there and to have a multi-use gym right next to the youth center is optimal for the teen use. She mentioned to think that we are going to have personal trainers dragging things through the building to go on the other side, if we had the multi-use, it lessens the burden on the existing Recreation Center and it gives our tenant improvements more opportunity to address the identified needs in the Community Services Master Plan for expanding the fitness area. She stated that as a fiduciary, she wants to do this right and she would like to seek a win-win. She would like to keep the project moving forward but she would like to keep it moving forward with the opportunity to take advantage of building and construction consolidation and saving construction costs by doing it right the first time. She does not want it to be like the Chateau and have regrets. She stated that it is important to all of the community and she would like to, as a Board, partner with the Duffield Foundation and do our effort on the partnership and if there is additional funding to accommodate a multi-use gym, she would like for us to take that

on. Board Chairman Callicrate mentioned that he has a different take on that and that he thinks with the modifications that are before the Board of Trustees, and as the District General Manager said, we will free up the multi-use gymnasium that is currently there and he thinks it will free up a lot of conflict and provide us with the opportunity with taking care of aspects within the Community Services Master Plan. He stated that the 2016 Master Plan did not address everything that was in the 1999 Master Plan and in fact, it will have a dedicated teen center as well as a gymnastics facility and has other multi-purpose opportunities. With the tenant modification that we are going to put in this structure, we might be surprised that we do not necessarily need an additional gymnasium. He stated he does not know what the future is going to be for the community as far as growth and all of the other opportunities that will be out there. He stated he is ready to move forward with this so that we do not lose the opportunity with the Duffield Foundation. Trustee Schmitz stated she does not want to lose the opportunity with the Duffield Foundation and that is not the intention at all, it is to say, let us do this, and let us do this together. Trustee Tonking stated that she does agree, as a Board, we should have stated when this first came up, that we were willing to put an investment into this. She stated that not once, as a Board, did we show that we were willing to do that. She stated she does not think the Board of Trustees sold themselves very well in this situation. She stated that if the Board of Trustees was willing to do that, we should have had this conversation much earlier because now we are under a tight timeline. She noted that all of the questions that have occurred during these Board meetings on this Recreation Center project has been about the extremely tight timeline and now we are going to try to come up with something that we did not put in the budget this year and we are going to try to come up with a way to do it; this concerns her. She does not disagree that we should have thought about this earlier, but she is concerned about how this comes across now. Trustee Wong thanked the Duffield Foundation for their continued support. She agrees with Trustee Tonking's comments and mentioned that the Board had talked about tenant improvements within the scope of reconfiguring existing space to take advantage of the proposed expansion of the Recreation Center. She stated that she feels like starting to talk about tenant improvements, by way of a multi-purpose gym, is a much larger project than what we talked about to the community and the Duffield's and that this requires more conversation than the timeline will allow. She mentioned that it is important to keep moving forward and if you take a look at the proposed expansion of the Recreation Center that we are looking at today as well as the different renderings of potential mock ups of what an expanded Recreation Center would look like in our former Master Plan, it leaves an area within the boundaries of the plat of land the Recreation

Center is on to add other components of the Master Plan at a future date when we are able to have more conversations with the community. She thinks it would be a bit disingenuous for us to take on a \$5,000,000 project that we did not plan for right now. She mentioned it is possible, but there needs to be more community conversations around that. She is in support of moving forward with what is in front of the Board of Trustees today as well as continuing conversations in the community about what components of the Master Plan we take on next. Trustee Dent stated the question we should be asking is how to move this forward while looking at the entire situation and what is best for the District? He stated we did not have that conversation before because we did not know we needed to have that conversation because when it comes to the multi-use facility it was included in the plan that we saw. From that standpoint, Trustee Schmitz does bring up a good point when it comes to all the things he wishes were in here. This is the donor's money and there is a limit to that. With regards to the multi-use space and the programming, that is his biggest concern. If we are going to remove the multi-use gym, what will that do to the original plan we all signed up for? He stated what he has heard from Staff, and regarding the programming, he can get on board with it. He mentioned the community is very grateful to the Duffield's for this opportunity and we all want to move this project along. If there were a way for us to contribute, he would be open to investigating that further. He stated that it seems like what we are building will get us almost all the way there, so he feels like Trustee Schmitz brings up a valid concern with a multi-use gym. He is willing to support the design given what Staff has said even though it may not be what we originally thought. Trustee Dent had a question for District General Counsel Nelson as it relates to the proposed amendment grant agreement - do we need to remove the multi-use gym language that is in the amendment? District General Counsel Nelson noted that section is referencing the gymnastics area that is in both of the options and he believes we can move forward as is. He stated the important thing is in the amended Exhibit A as it reflects the reduced square footage. Trustee Schmitz stated that in the Memorandum of Understanding, the multi-use gym is not the equivalent of the dedicated gymnastics. District General Counsel Nelson clarified that the Memorandum of Understanding is no longer controlling and it is just the grant agreement for this portion of the work. There was an initial agreement to do the conceptual design that was funded through the Memorandum of Understanding and as far as the work, we did to fund up to the design that the Board approved in June and that work is all being funded through the grant agreement. Project Manager Waters clarified that the progressive grant agreement was approved at the end of July. Trustee Schmitz stated for clarification purposes, it should say it is for dedicated gymnastics

because it is not the multi-use gymnasium as reflected in Option A. District General Counsel Nelson said that this could be clarified if the majority of the Board would like to see this done. District General Manager Winquest stated it is worded that way because we will be getting some multi-use out of that gymnasium but this could be clarified so that everyone is comfortable. The primary use will be gymnastics but there will be some multi-use as well. District General Counsel Nelson stated that he sees no downside in modifying the language. Trustee Tonking agreed that it would be good to clarify this language. Trustee Schmitz stated that this is the first time the Board of Trustees has seen options and price tags. It is not as if we did not make decisions at an appropriate time. This is the first time we are seeing options and pricing. She stated when you are in the process of doing projects that is why we have these discussions at the design phase so that modifications can be made. A modification is being proposed which is Option D; that is the purpose of having discussions at a design phase because that is the time and opportunity to make adjustments and have the least financial impact. It is not as if anything was disingenuous or we did not offer anything. This is the first time, as a Board, we are seeing the numbers and the changes to the proposed plan. We had looked at Option A and then the gym got doubled in size with Option B which she didn't know why. This is the purpose of having a design review and that is to have conversations about costs, etc. She truly understands there is a timeline. We have the opportunity to potentially submit 2 sets of plans to the Tahoe Regional Planning Agency (TRPA) – one with Option A that has a larger footprint. Engineering Manager Nelson stated that submitting 2 projects to TRPA would not go well. She explained this qualifies as an EIP project so we are on a fast track for review. If we were to provide them with 2 projects for review, she does not see that meeting our permitting timeline. Trustee Schmitz asked if we put in a request with TRPA for a larger footprint, and then later on, reduce the footprint, is that less significant than trying to increase the footprint? She stated she feels like we are being a little bit rushed; she does not want to be rushed and then be regretful. She mentioned Option A, that included the smaller, but multi-use that gives us everything we have talked about needing and this is the first time we have discussed removing that component. She understands that the Duffield Foundation is gifting a very generous donation and she is grateful for it; she just wants to make sure we are incorporating the needs of everyone in the community and if we, as a Board, feel we are willing to potentially provide support, that is what the purpose of what a design discussion is about. She feels like it is truly the opportunity to win for our community. Project Manager Waters commented that submitting another design to TRPA will not go well and in addition, we have a design team and construction team that is stretched to its limit right now; there is no way to

meet the timeline we are on right now. It is not easy to add another design right now, as there is a domino effect. Trustee Schmitz clarified she is not trying to create a different design; she is saying let's move forward with Option A. Engineering Manager Nelson explained that the application that goes into TRPA is not a schematic drawing; it is architectural renderings, elevations of all sides of the building, materials, etc. She stated that it is a lot of work on our consultant's part to prepare the design package, which they have been preparing for 3 weeks. Trustee Schmitz asked, so in other words, Staff and consultants moved forward with Option D without our Board making a decision, is that she is hearing? Engineering Manager Nelson responded that we are putting together the package that is associated with Option D. Project Manager Waters stated that is the only option that the donor is willing to agree to. Trustee Schmitz stated she understands that but with all due respect, we, as a Board, have never had this opportunity to have this discussion; these are important decisions and she feels that progress has moved forward without having Board direction. Board Chairman Callicrate disagreed with that comment. Trustee Tonking stated she agrees and understands what Trustee Schmitz is saying. She knows that we are on a tight timeline and that is the problem. She commented that she does not know if we have had conversations with the donor about what our contribution would look like. Her fear is that we could get some more push back than what we expect to get. She thinks we could contribute and we should. She stated we should take into consideration what came up during public comment about how there are other parts of the Community Services Master Plan that maybe the community would like; maybe it is not the multi-use gym but maybe it is the warm water pool or some other space for more workout space. If we are willing to start to allocate some of our money, maybe we can look into where we can make it more of a community engagement project. Trustee Schmitz commented that she is sorry and she is saddened that we are at a point where Option D is what has been pursued for the past few weeks. She understands it was done to meet a timeline but Option D was not what the Board had approved with their prior discussions. She is saddened by that but she understand that is where we are. District General Manager Winquest stated the challenge that we have is that Option D is the only option that the donor approved. We gave the donor all options. The donor was aware that there was some interest on our part; he was taken aback by that. If the Board does not approve this option, we would basically consider the project not moving forward at this time until we are able to go back and hopefully negotiate a different project or route that we would take back to the Duffield Foundation. Yes, we had to continue with what the donor was comfortable with but we were fully prepared to stop the process if the Board is not comfortable with this option and go back to the donor. He

understands that it is not the ideal situation. Trustee Schmitz stated that she personally feels that the Duffield's are so community oriented and are so generous; she does not think this would be a problem. She feels like she is being backed into a corner and not being able to fulfill her responsibilities as it relates to her fiduciary duty as it relates to her constituents. Trustee Tonking stated she understands where Trustee Schmitz is coming from but she thinks we have heard it is the donor's choice and it is a bit of a conflict. Trustee Schmitz stated she has never spoken to them so she does not know. Board Chairman Callicrate thanked everyone for the presentation and the hard work that the team has been putting into this.

Trustee Tonking made a motion to approve the amendment to the grant agreement with the Dave and Cheryl Duffield Foundation to modify the scope of the Recreation Center Expansion Project with the grant agreement being Option D and the above mentioned changes to the word gymnasium; Trustee Wong seconded the motion. Board Chairman Callicrate asked for further comments, none were received so he called the question and the motion passed with Trustees Tim Callicrate, Matthew Dent, Michaela Tonking and Kendra Wong voting in favor of the motion and Trustee Sara Schmitz voting opposed to the motion.

b. Review, discuss and possibly approve the sending of a letter of support to the Dave and Cheryl Duffield Foundation for the modified scope of the Recreation Center Expansion Project (Requesting Staff Members: District General Manager Indra Winquest and Project Manager Bree Waters)

Trustee Schmitz commented that per public comment, she does not know that the Board is apologizing for miscommunication; she does not know that the Board has miscommunicated. She does not feel that the Board has and asked if it would be acceptable to say the District apologizes? District General Manager Winquest stated he would make the request to the Duffield Foundation. Trustee Tonking asked if it could say the Board and District? Trustee Schmitz stated she does not understand the statement. District General Manager Winquest stated that if the Board approves the letter with the change; it would go to the Foundation with the change. District General Counsel Nelson clarified that this is the Board of Trustees letter, so whatever the majority of the Board approves will be sent. Trustee Dent stated he was confused and taken back by the sentence, given that the Board of Trustees has not met regarding this issue. If we can change the word Board to District, it is more appropriate as this is the first time the Board has met.

Trustee Tonking made a motion to approve sending of a letter of support to the Dave and Cheryl Duffield Foundation for the modified scope of the Recreation Center Expansion Project with the change to the letter (last sentence change “Board” to “District”. Trustee Wong seconded the motion. Board Chairman Callicrate asked for further comments, receiving none, he called the question and the motion was passed unanimously.

F. FINAL PUBLIC COMMENTS*

Gail Krolick, IVGID candidate 2022, commented that as she was watching this meeting earlier on Zoom, she felt several feelings that she had not quite felt before. First, it was astonishment, then anger, then absolute disappointment. It was not how the members of the Board were interacting, in fact, she thinks the Board interacted quite well and she is very proud to see the Board seemingly come together and have great discussions. It was with our community once again. First, we had an individual pointing out a comma should be in a contract or if a word should be plural/not plural; she did not realize such minutia we are looking at as community members. This astonished her and then she got angry. It was directly called out that our Staff was dishonest and not transparent; that really angered her. She will call Staff out when Staff is doing wrong but she can assure you that this Staff that she has had the pleasure of working with for the last 31 years, 4 years as a Trustee and acting Chair of the Board, Staff has never been dishonest or not loyal to this community. That is where the anger came in. Then the disappointment, trying to figure out, how did we get like this? Why are we like this? If you do not like it here, great, she will make a pledge right now – she will sell your house and she will take her commission off for you. Please go. If you are that angry with this community and the job that the Trustees are trying to do so we can move forward, please leave. She will sell your house, commission off the hook. Lastly, we have an incredible donor; \$26,000,000 is nothing to sneeze at. A lot of great discussion today but if she were the Duffield Foundation, she would question it myself. To have such discussion on such an incredible gift to our community is unbelievable to her. By the way, she has been to the Recreation Center at various times of day and there has been people of all ages; young infants, children, middle-aged folks such as myself and those folks above eighty. That is all members of our community and you know what, she prays that the youth of this community come back to this community and help support this community in the future. What she is hearing from those in the community who can vote and cannot vote is why Gail, would you even run when they clearly do not care about us? Members of the community, please, get your acts together.

Yolanda Knaak, IVGID candidate 2022, commented that she just wanted to thank the Duffield's and Duffield Foundation for the generous donation. She disagrees; she thinks our documents should have good grammar.

Andy Whyman commented that he would like to thank the Board for a thoughtful, spirited, knowledgeable commentary about this whole project. He is impressed with people's passion and their understanding of what the issues are here. He does not see enough of that sometimes but this was a wonderful meeting. District General Manager – you are fully qualified to do the job. The question that comes up sometimes is that the community needs to know all the details as well. At least this member of the community needs to know all the details. No one needs to question your qualifications. It is simply that when you move forward on something, people in the community would like to know what are the details. Sometimes we don't know what they are, understanding what this issue is today, that a lot of this information that you are all talking about is new to you, that's fine. When you get into situations like this with a very wealthy donor who wants to do something for the community, you have to do your due diligence. It seems to him you did that today and he is proud of all of you for doing that. His daughter was an Olympic gymnast back in the day before she broke her back. In gymnastics, you need some real expertise as the trainers, as the people who are going to teach their kids gymnastics. Maybe there have been people in the community who have been identified or self-identified as having that capacity. These folks have to be really good if the kids are going to become really good. One of the members of our community mentioned that, in the Master Plan, part of the plan involves moving this facility over to the Recreation Center and doing some workforce housing. He does not know if that is an accurate statement. Assuming it is an accurate statement, he thinks you should put that at the top of your agenda.

Cliff Dobler commented that he does not have a written statement. The way he looks at this is we have some very high priced individuals working for us. This presentation of the expansion of the Rec Center is so poorly done it is incredible. He only have three minutes so he won't be able to explain it all but your color codes are wrong and you indicate one thing is something when it's actually listed as another thing. If you really think about it, if it is true that Duffield said you got one option and that option is D, then you don't have any other options. So it's not an option. The other stuff is worthless to even talk about. This is what he wants. The golden rule is the man that has the gold makes the rules. The question is when you turn around and say you, as a Board, did not discuss having the multi-use gym, how would you know about it? The packet came out on Monday. Therefore, you had 2 days. Did anyone ever say *"Hey Mr. Duffield, we don't mind throwing in \$4,000,000 for the multi-use gymnasium and what do you think about that?"* The District General Manager turns around here and says, *"Well, I have talked to him*

about it and he says absolutely not". That is not the way things are done. He has been around a long time, he has been with a lot of Boards and if we had something we thought we were going to get and a donor does not want to provide the money for it, the next step should be can we do it and if we can't do it, then we have to accept the final option. This is like a shotgun marriage; there is no doubt about it. Four of you jammed it through and now we are not going to have a multi-use gymnasium where we certainly had the money to do it. We are sitting with 11 to 12 million dollars of excess reserves. It is a shotgun. It was two weeks ago, it's in it and 2 days ago, it's out. The Board does not know anything about it and Trustee Tonking is sitting here saying "*Well, we did not do anything as a Board.*" Well, how could you. You didn't know about it. In other words, he thinks this was just very poorly done and he doesn't think you are representing the community very well at all. You don't need to rush through these things. We are talking big money and it needs thought.

G. ADJOURNMENT (for possible action)

The meeting was adjourned at 3:59 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Submitted by Cliff Dobler: Public Comments 9-14-2022 by Clifford F. Dobler to be included in Board meeting minutes

Submitted by Judith Miller: Public Comment 09/14/22 Special Meeting IVGID Board of Trustees

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular September 14, 2022 meeting – Agenda Item E(2) – Proposed Recreation Center expansion modification

Public Comments 9-14-2022 by Clifford F. Dobler to be included in Board meeting minutes.

"Don't look a gift horse in the mouth" is an old saying meaning Don't be ungrateful when you receive a gift even if it's not exactly what you want.

Mr. & Mrs. Duffield are willing to provide a gift of up to \$25,000,000 to expand the Rec Center but the gift has strings attached. They want a dedicated space for gymnastics and a youth center to be constructed in the front of the existing Rec Center. The youth center is to be operated by the Boys and Girls Club of North Lake Tahoe.

So is this a gift or is it a method of obtaining IVGID land to satisfy the need of two donors to achieve their goal of establishing a Boys and Girls Center in Incline Village? In other words, if the Rec Center land was unavailable, would the donors seek another location?

A major concern is compliance with the 2018 Community Services master plan for expansion of the Rec Center to incorporate 4 elements 1) a more efficient entry/reception area, 2) expand the weight and fitness studio, 3) provide additional gym space and 4) provide additional multi-use meeting rooms, offices and storage. There was no mention for a dedicated gymnastic space or a youth center. The master plan was developed over two years with community surveys and workshops. The most important was additional gym space. This substantial change in the master plan should be presented to the community for input.

Some business and legal aspects.

1. Since the Duffield's indicated a portion of the new space is to be dedicated to the Boys and Girls Club then a lease would be required to overcome restrictions of Dillions rule. How the land lease would be priced can be found in the Board Practice 6.2.1. Will the Boys & Girls Club find the amount acceptable?
- 2) This proposed amended grant agreement and the February memorandum of understanding requires a new multi-use gymnasium but is not part of the plans.
- 3) An agreement must be included for a fair allocation of operating expenses chargeable to the Boys and Girls Club. I have been told that the Boys & Girls will actually manage all programming for IVGID. True or Not?
- 4) Is the Board required to provide support for the project without any knowledge of improvements to the existing building or potential reimbursements from Duffield?
- 5) Has the Board considered that the costs to improve the existing building does not have one thin dime in the 2022/2023 capital budget nor in the five year plan?

You are reviewing a half baked pie. Have a complete and comprehensive presentation for citizens to review and comment. Let's not have this unfinished pie jammed through by two exiting trustees who have no sense of fiduciary responsibility.

I have many questions and concerns about the rec center expansion option D. It doesn't align with the goals of the Community Services Master Plan for a number of reasons. The material in the board packet lacks specifics that the board needs to understand just what space will be available for public use. Square footage of various rooms doesn't even appear. However, one thing is clear, there will be no added gymnasium; also, the staff memo lists the dedicated gymnastics space as a "gymnasium" which it is not. Out of the 26,411 sq ft rec center expansion, the only "public" amenities are a 1080 sq ft activity room (noted on previous drawings), some restrooms, a new entry, a walkway and possibly some storage areas.

With the elimination of the gym, this expansion primarily addresses the needs of our young (the youth center and the gymnastics studio); unfortunately, it violates the deed restriction and goes beyond IVGID's limited powers if the Boys and Girls Club intends to offer its typical range of services.

The master plan clearly calls for emphasis on programs for both youth AND seniors. There are many residents here supporting our youth. Who is speaking for the needs of seniors, a large segment of our population?

I think I qualify to speak for many of them.

The master plan identified the need for a large multipurpose room with a floor that would accommodate a dance studio. I've seen a lot of tap dancing at these meetings, but not the kind this type of floor would allow. This is one form of dance many seniors love. The room could be multi-purpose and serve other needs as well. The master plan identified a need for a warm water pool. Although I see this as an amenity of broad appeal, it would be particularly important for the very young as well as our seniors.

Before you approve any expansion, please require a conceptual design that incorporates future amenities already identified in the master plan like the warm water pool, a dance studio and a second gymnasium. Can we really give up this much developable space for a gymnastics studio that only serves a very small percentage of our residents? Even if it is built with private funds, long term

maintenance is still a question. Perhaps there was no master plan when decisions were made to give away IVGID lands to IVCBVB and Parasol that left us without a place for a dedicated dog park. Now we have a master plan. Please defer this item until there is a more complete assessment how this project affects the District's ability to carry out that Plan.

Judith Miller

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR SEPTEMBER 14, 2022 MEETING –
AGENDA ITEM E(2) – PROPOSED RECREATION CENTER EXPANSION
MODIFICATION**

Introduction: So on June 29, 2022 the Board approved entrance into a grant agreement with the Duffield Foundation for a 33,000 square foot expansion of the Recreation Center. And now staff is proposing the Board agree to a modification of this expansion sub-surface water intrusion, by a negative twenty percent (20%) to 26,411 square feet. And why? Because Mr. Duffield doesn't want to fund what he allegedly was prepared to fund because estimated construction costs are nearly nineteen percent (19%) higher than originally estimated. And what exactly does this have to do with the public? Why is this our concern? Why does the public have to suffer with a less expansive expansion? What is the public getting out of this deal? The answers to all of these questions is the purpose of this written statement.

My Various E-Mails to the Board on This Subject: They're attached as Exhibit "A" to this written statement and set forth all that has happened to date.

CANCEL THIS MEETING: As the reader can see from the attached e-mails, our wonderful staff were incapable of preparing a Board packet which clearly disclosed the particulars of the proposed modification in a timely manner. Staff's attitude is don't bother me with the particulars. We have an expansion which meets the requirements of Mr. Duffield to push through. Well if staff can't be upfront and transparent, in my view they have no standing to have anything on the agenda approved.

Because Staff Continue to Refuse to Share the Particulars of Their Proposed Amendment, Again They Don't Deserve to Have Any Modification Approved: Take a long look at the proposed modification. A dedicated gymnastics area for the girls' gymnastics club. Essentially no shared use by anyone other than the club.

A dedicated youth center for the Boys and Girls Club. Essentially no shared use by anyone other than the club.

Wasteful circulation and common space caused by relocation of the front desk portion of the Rec Center.

Office and peripheral space for staff and/or the Boys and Girls Club having zero to do with community recreation.

And what appears to be about 1,080 square feet of possible shared recreation space. This means that less than 5% of the proposed modified Recreation Center expansion has anything directly to do with enhanced recreation for local parcel owners! And staff are hiding the truth. Intentionally.

Conclusion: Deceit and a lack of transparency such as this keeps happening over and over again. When is the Board going to learn and start doing its job? It's time for you Board members to put your collective feet down and just say no!

And You Wonder Why the Recreation Facility Fee ("RFF") We're Forced to Pay is Out of Control? I've now provided more answers.

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

Re: Where is the Board Packet For the Sep 14, 2022 Special Board Meeting? Third Update

From: <s4s@ix.netcom.com>
 To: Callicrate Tim <tim_callicrate2@ivgid.org>
 Cc: Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
 Subject: Re: Where is the Board Packet For the Sep 14, 2022 Special Board Meeting? Third Update
 Date: Sep 12, 2022 6:22 PM

Chairperson Callicrate and Other Honorable Members of the IVGID Board.

For GOD's sake what more do you need to see?

First your beloved staff can't even get out a Board packet in a timely manner. Even though it consists of but ONE items.

Then Ms. Herron can't even get out a Board packet which includes the RFID agreement agenda item. So she says she will come Monday, today, and we should accept her apologies for the delay.

Well it's nearly 6:30 P.M. on Monday and NO RFID Board packet yet. Incompetence and more disgust. As DJ Khalid proclaims, "yet another one." When do you guys get it? You all think you're so intelligent. Well start acting as if you were!

You need to CANCEL this meeting. You need to teach your staff a lesson. If they can't perform professionally, then don't perform at all!

But I have another reason for asking the meeting be cancelled. And it goes to staff deception and lies.

I previously shared with each of you evidence of at least three (3) lies. Well now number four (4).

So staff tell us that the scaled back Option D for the Rec Center consists of 26,411 square feet. They tell us at page 056 of the Board packet that:

1. The gymnasium exclusively dedicated (that's right. How is anyone else going to be able to use this space for alternative programming?) for young girls' gymnasium equipment will consist of 7,625 square feet;
2. Mr Duffield's dedicated Boys and Girls Club disingenuously labeled "youth center" will consist of 6,551 square feet;
3. Structure in reality called wasteful circulation space will consist of 3,555 square feet; and,
4. Remaining "Rec Center" space will consist of 8,680. It's this latter figure which I fear is deceitful.

How much of this space will truly be available for additional recreation facilities and programming. Because if it's essentially nothing, then how can this project be for the benefit of we parcel owners?

So to learn the truth, this morning I reached out to project manager Bree Waters and GM Indra asking they share with me the square footage of every room in the proposed Option D. After all they had this information prior to June 29 and actually shared it with me after I requested. Well how about sharing it now?

Both Bree and Indra IGNORED my request. Not even an acknowledgment. Now why do you think? Well let me tell you what I think. When everything is said and done, I think we're going to discover about 1,200 square feet is left over for additional recreation. You can see it on page 058 of the Board

packet - it's colored green. In other words, the truth of the matter is that **LESS THAN 5% OF THIS EXPANSION IS DEDICATED TO ADDITIONAL RECREATION FOR PARCEL OWNERS!** It's all a gymnasium to store Mr. Duffield's gymnasium equipment, the Boys and Girls Club, and fancy digs for Rec Center staff. We'll throw the public a bone of another 1,200 or so square feet so staff can misleadingly represent to the County, TRPA and the public that this expansion is really for them!

Now I'm not going to jump to this conclusion because I want to examine the facts so I can see for myself. But if staff refuses, and your Board members don't care enough to get the answers yourself, we really have all the answers we need. Don't we?

CANCEL THIS MEETING!

Respectfully, Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: Sep 12, 2022 9:46 AM

To: Callicrate Tim <tim_callicrate2@ivgid.org>

Cc: Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>

Subject: Re: Where is the Board Packet For the Sep 14, 2022 Special Board Meeting? Second Update

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

So now that I have had an opportunity to reflect further, at page 058 of the Board packet Indra tells us "a letter of support and commitment has been drafted to ensure the Foundation that the Board and the District are dedicated to the project." So why is such support and commitment required? Why is such "assurance" required? Didn't the Board enter into a grant agreement with the Foundation (see pages 061-068 of the Board packet) on June 29, 2022? Didn't the Board express its support and commitment in that agreement? So what more is required, and why?

Now let's go to Indra's embarrassingly SLOBBERING letter form of support and commitment (see page 074 of the Board packet). **HOW DARE YOU SPEAK FOR MEMBERS OF OUR COMMUNITY** without having first asked for our views. **YOU'RE ARROGANT Indra!** Please don't play this "dumb" routine. You're very intentional and very arrogant. I'm not the only one in our community who does not feel that this project as it continues to evolve (when exactly do we get to a design which is capable of being made final?) will greatly benefit our community. So how dare each of you Board members make a representation in writing to this effect as Indra proposes. You're free to speak for yourselves. But **DON'T SPEAK FOR ME!**

I feel the best thing Sara and Matt can do insofar as this letter is concerned is to **NOT SIGN IT!** Let Indra and Mr. Duffield attempt to use this document for their propagandist purposes conspicuously omitting the signatures of 40% of our IVGID Board! That will certainly demonstrate the lack of support Mr. Duffield requests.

Finally, if everyone was on board for an approximate 33,000 square foot Rec Center expansion on June 29, 2022, why would the Board possibly be in favor of a reduced version of the same (26,411 square feet) now? And what has the District received in consideration of the Board's sought for agreement to reduce the scope of this project by 20%?

As I have observed many times before, it doesn't matter what this staff and the Board do. Dig deep enough and you will eventually come to a core of deceit, wrong doing and evil. And here it has surfaced its ugly head yet again. Just like DJ Khalid instructs; "here's another one!"

Respectfully, Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: Sep 11, 2022 3:04 PM

To: Callicrate Tim <tim_callicrate2@ivgid.org>

Cc: Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>

Subject: Re: Where is the Board Packet For the Sep 14, 2022 Special Board Meeting? Update

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

So let's update where we are. For the benefit of the public because you Board members don't give a damn.

And this story becomes another recurring theme of incompetence and disdain. As DJ Khalid instructs, "yet another one."

Before I start here's your summary. Mr. Duffield wants to reduce the size of his Rec Center project by about 20%. And why? Because it's going to cost more than he is willing to donate. So how much of the gymnasium area does Mr. Duffield propose eliminating? NONE!

Okay. How much of his Boys and Girls Club area does he propose eliminating? Actually, about 5%.

How much of the remainder of the proposed expansion that actually benefits local parcel owners? About 15%

And why exactly is this in the interests of local parcel owners? Exactly why is staff recommending the Board go along with this proposal? Bueller...Bueller...Bueller.

I don't understand how you people can possibly think that your staff is here for OUR benefit. But if you had any doubts, aren't they now resolved?

Okay. Continuing.

1. Ms Herron finally gave notice of her preparation of A PORTION of the Board packet for next Wednesday's special Board meeting (item E2 but BIT E1) Saturday afternoon at close to 12 noon (11:50 A.M. to be exact).

2. So I picked up my packet Saturday evening at after 8 P.M. And guess what I discovered? There was no packet set out for Trustee Wong (because obviously she doesn't need one and doesn't want to be bothered with one), and there were four (4) separate packets left out for the other four (4) trustees. I was able to confirm this because their names were each written on each of the packets.

3. Which means that as of Saturday evening, NONE of the Board even had a clue insofar as the proposed amendments to Mr. Duffield's Rec Center expansion were concerned. In other words, they were so concerned that they wouldn't even take the time to study these proposed amendments over the weekend. Thank you for your DIS-service!

4. Conclusion public members. Just as I have accused your Board members, they are disgusting.

5. Moving on to the packet proper, now we see that Indra is a liar. Nobody likes calling his/her GM a liar, but if the shoe fits wear it damn it!

6. Unlike Indra who makes accusations without any facts to back them up, I will provide facts. Consider the following:

7. The author of the staff memo is Indra (see page 051 of the Board packet). Not any of his staff. But Indra proper. So whatever lies are set forth therein are HIS lies! So let's look for evidence of untruths.

8. Indra tells us that his recommendation is that the Board approve an amendment to the grant agreement with Mr. Duffield because of "Long Range Principal #1" - the execution of a strategy according to the roadmap allegedly set forth in our master plans and studies. Really?
9. He also tells us that his proposed amendment is supported by "Long Range Principal #5" - "implement(ation of) priorities identified in the various District venue and facility master plans and studies" we have commissioned. Really?
10. The proposed amendment seeks to REDUCE proposed Rec Center expansion square footage from the current approximate 33,000 (see page 066 of the Board packet) to an approximate 26,411 (see page 072 of the Board packet) square feet. An approximate 20% REDUCTION!
11. And why? BECAUSE OF MONEY! According to Indra "an early stage estimated cost of th(e original) design was \$28.563 million (see page 052 of the Board packet). But now the CMAR has prepared its "first detailed construction cost estimate" and the revised number has mushroomed to \$33,876,880 (see page 052 of the Board packet). An 18.6% INCREASE!
12. When faced with this reality, "the (Duffield) Foundation requested (Indra 20 mule team)...develop a footprint that reflected an estimate closer to the (proposed) grant of \$25 million" (see page 056 of the Board packet).
13. And rather than doing what's right for OUR community and local parcel owners, Indra's 20 team "quickly developed an alternative to meet the Foundation's request" (see page 056 of the Board packet). Not OUR needs. But Mr. Duffield's. And you Board members didn't even have a clue!
14. Take a look at staff's recommended proposed amended Option D (see pages 057 and 058 of the Board packet). Where do you see "the execution of a strategy according to the roadmap allegedly set forth in master plans and studies?" NOWHERE! Take a look at page 108 of the Community Services Master Plan. It recommends:
- "Provide additional stationary bike storage adjacent to the (existing) group exercise room." NOT here.
- "Improve lighting in the (existing) child watch room to make it more inviting." NOT here.
- "Consider an addition of 2,500-3,000 SF with movable partitions that will allow it to be segregated into three smaller classroom spaces." NOT here.
- "Construct a new gymnasium space as an addition to the Recreation Center." NOT here. In fact, the proposed new gymnasium has now been excised..
- "Construct additional space for the weights and fitness studio as part of any addition." NOT here.
- "The addition of a recreation pool." NOT here.
- "If closure of the IVGID administration office building takes place...provide an addition that would include space for expanded staff offices." Since this closure will not take place, NOT here.
- "Reorganize the retail sales area." Since this is NOT proposed in the proposed expansion, NOT here.
- "Renovate the existing reception desk." Not a "renovation" (which BTW took place 5 years ago) but rather an outright relocation. So maybe.

In other words, essentially nothing of what the Community wants and EVERYTHING that staff and Mr. Duffield want! That is a "youth center" for his Boys and Girls Club, and the "addition of a gymnastics facility" (see page 074 of the Board packet). PERIOD!

15. Then Indra throws in that additional opportunities for community programming will exist. Really? Here's Indra's third lie. The location in the proposed expansion that houses girls gymnastics equipment "is dedicated to gymnastics programming" (see page 056 of the Board packet). IVGID staff admitted to me this area and equipment would NOT be made available for public use when not being used by the gymnastic's club. So how possibly ("may") it be used for "other applicable programming...when not used for gymnastics" (see page 056 of the Board packet)? Remember, Option D offers NO NEW gymnasium area. Rather it's a segregated area dedicated to full time storage of girls gymnastics equipment. So where exactly can and will this "other applicable programming" take place?

16. Remember that Mr. Duffield has ALREADY agreed to pay for design of a 33,000 square foot Rec Center expansion! So why in the world are we agreeing to a 20% reduction simply because Mr. Duffield doesn't want to pay for it? Especially when the proposed expansion DOESN'T comply with the wants and desires of the Community Services Plan? In fact, why is this proposal even on the agenda?

I say JUST SAY NO and move forward with what has previously been approved.

17. Finally, I want to speak to the proposed "letter of support and commitment...to ensure the Foundation that the Board and the District are dedicated to (ITS) Project" (see page 074 of the Board packet). WHAT SLOBBERING CRAP! "The Board is humbled to accept the generous partnership made by the Foundation?" Are we getting down on our knees and hailing to King Duffield? What sort of people are you? Really?

18. Matt and Sara. PLEASE SAY NO. If Mr. Duffield doesn't want to pay for a full 33,000 square footage expansion, let him build his Boys and Girls Club in Kings Beach on Brad Johnson/NTPUD controlled property.

Respectfully, Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: Sep 10, 2022 6:43 AM

To: Callicrate Tim <tim_callicrate2@ivgid.org>

Cc: Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>,

Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>,

<ISW@ivgid.org>

Subject: Where is the Board Packet For the Sep 14, 2022 Special Board Meeting?

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

You people really, really are a piece of work. You blindly defer to your so called "professional" staff and they are disgusting. Got that Indra? Disgusting! Got that any member of the public that is reading? Not overworked, not negligent, not indifferent. Disgusting! Wake up and smell the coffee! It's all there right in front of your faces. If you choose to smell.

Indra and Co. send out an agenda for a special Board meeting. And they KNOW they can't prepare a packet of materials for Board members and the public in a timely manner. And there are only two general business matters on the calendar. TWO! And they really, really don't care. Got that Indra? You DON'T care!

And it's now after 7 A.M. On a Saturday morning. If your staff can't do their jobs in a professional manner why would you ever, ever notice a meeting? Other than you really don't give a damn about

sharing facts with the Board and the public because you have a different agenda that doesn't include us. Like I said, disgusting.

Or maybe your staff is secretly sharing these materials with the Board and intentionally excluding the public? If that's happening, please let me know Sara or Matthew. Because then it's an OML violation.

Mr. Duffield wants to CHANGE the agreement he negotiated. And you don't even know what he wants to change?

Mr. Duffield wants to CHANGE the design of his Boys and Girls Club Rec Center expansion. And you don't even know what he wants to change?

Give us a break. We might have been born at night. But not LAST night!

How about you start listening to the public? I thought we had a design? I thought we were spending more money for a complete design? And now we learn that we don't even have a design! Again. Don't bore me with the facts! We have a Boys and Girls Club to construct.

You know, this whole thing with Mr. Duffield & Co. is getting very old, very fast. If he wants to donate money to his "beloved" IVGID, that's fine. Make your donation and be done with it. But when you place conditions like he and Indra are placing, it's NO DONATION! It's a buy out. We don't want your buy out Mr. Duffield! Give it to Brad Johnson and build your Boys and Girls Club in Kings Beach. We don't need it!

And if any of you Board members don't think staff's behavior is disgusting, then I'm sorry. You're just as disgusting as your staff. Because obviously you don't care. Because if you did, you wouldn't put up with this garbage!

Cancel the meeting for Wednesday and if you want to hold it, schedule it AFTER you have materials available to share with the public and the Board at least a week in advance. Or how about this one? Let's just dispense with a Board packet altogether. Who needs it? Want to change designs? Just do it the evening of the meeting. Want to change contract terms? Just do it the evening of the meeting.

And to those of the public reading, remember what DJ Khalid said! It's yet another one.

Respectfully, Aaron Katz

EXHIBIT "A"