

NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on October 25, 2023 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone at (877) 853-5247 (the webinar ID will be posted on 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 - Remarks by speakers during any public comment period shall be limited to three (3) minutes each. The Board Chair reserves the right to reduce the time allowed for public comment so long as such reduction is clearly communicated prior to the commencement of the comment period. Each individual's right to comment is subject to reasonable time, place, and manner restrictions as set forth in Board policy and this agenda statement. Public comments must be addressed to the Board Chair only, and not to staff or other attendees. No person may allocate their unused public comment time to any other person. The Chair may prohibit a person from continuing to make a public comment if it becomes clear that the content of the comment is a topic that is not relevant to or within the authority of the Board, or if the content of the comment is willfully disruptive of the meeting by being repetitious or interfering with the rights of other speakers. Any restriction on public comment for these reasons must be viewpoint neutral. 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. **SUBJECT:** Verbal report to the Board on Point of Sale Request For Proposal solicitation results, and staff recommendations. (Requesting Trustee Sara Schmitz and Requesting Staff Member: Director of Information Technology Mike Gove)
2. **SUBJECT:** Report to the Board on Fiscal Year 2022/ 2023 Fourth Quarter Budget Update: Popular Capital Improvement Program (CIP) Status Report through June 30, 2023 (unaudited). (Requesting Staff Member: Interim Director of Finance Bobby Magee) – **pages 4 - 12**
3. **SUBJECT:** Treasurers Report - A Summary of the Activities of the District Treasury. (Requesting Trustee: Treasurer Raymond Tulloch) – **pages 13 – 24**

Incline Village General Improvement District

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

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

www.yourtahoeplace.com

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F. CONSENT CALENDAR (for possible action)

1. **SUBJECT:** Approval of the Meeting Minutes of September 19, 2023 – *pages 25 - 114*
2. **SUBJECT:** Approval of the Meeting Minutes of September 27, 2023 – *pages 115 - 181*
3. **SUBJECT:** Adopt Policy and Procedure No. 143/Resolution No. 1904 regarding advertisements in the IVGID Magazine and other District publications, at District-owned venues and District-sponsored events. (Requesting Legal Counsel: Josh Nelson and Anne Branham) – *pages 182 - 193*

Recommendation for Action: That the Board of Trustees adopt the amended Policy and Procedure No. 143/Resolution No. 1904 regarding acceptance of advertisements for the IVGID Magazine and other District publications, at District-owned venues and District-sponsored events.

G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Review, discuss, and potentially answer the remaining community questions received at the October 11, 2023 Townhall (Requesting Trustee: Chairman Matthew Dent) – *pages 194 - 207*
2. **SUBJECT:** Review, Discuss and Possibly Authorize the Purchase Order Agreement utilizing Sourcewell Contract Pricing, for Six (6) Greensmaster Flex 1021 Mowers - 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #Rolling Stock; Vendor: Turf Star Western, in the amount of \$109,404.48. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 208 - 279*

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

1. Approve a purchase order agreement to Turf Star Western, for six (6) Greensmaster Flex 1021 mowers utilizing Sourcewell Contract Pricing, for the total amount of \$109,404.48.
3. **SUBJECT:** Review and discuss the Total Project Cost for completion of Phase 2 of the Effluent Export Pipeline including the negotiated schedule of values, risk reserve, contingency, and administration/inspection requirements prepared for Guaranteed Maximum Price (GMP)2; 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2524SS1010 and provide direction on finalizing the CMAR contract for GMP2. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 280 - 288*

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

1. Approve Granite Construction as the CMAR for the Construction of GMP2.
2. Direct Staff to finalize a contract for the completion of Phase 2 of the Effluent Export Pipeline with Granite Construction as CMAR under GMP2 at the Nov. 8, 2022 Board of Trustees meeting.

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4. **SUBJECT:** Review, discuss and possibly approve augmentations to the Fiscal Year the 2023/24 approved budget to reflect carry-forward of available appropriations from the 2022/23 budget in support of ongoing capital improvement (per NRS 354.598005 procedures for augmentation) and other projects with funding provided in the prior fiscal year, subject to further context provided in the discussion and background sections of this memorandum, and the attachments hereto. (Requesting Staff Member: Interim Director of Finance Bobby Magee) – *pages 289 - 297*

Recommendation for Action: That the Board of Trustees makes a motion to approve augmentation of the 2023/24 approved budget to reflect carry-forward of available appropriations from the 2022/23 budget in support of ongoing capital improvement and other projects with funding provided in the prior fiscal year, subject to further context provided in the discussion and background sections of this memorandum, and the attachments hereto.

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

1. **SUBJECT:** Redactions for Public Records– *pages 298 - 300*

I. LONG RANGE CALENDAR

1. **SUBJECT:** Long Range Calendar– *pages 301 - 304*

J. BOARD OF TRUSTEES UPDATE

1. **SUBJECT:** Verbal Report from Capital Investment Committee Chairman Raymond Tulloch on the Committee's first meeting held on September 26, 2023
2. **SUBJECT:** Verbal Report from Golf Advisory Committee Chair Michaela Tonking on the Committee's first meeting held on October 24, 2023
3. **SUBJECT:** Contracts Review by Trustee Sara Schmitz per Policy 3.1.0– *pages 305 - 309*

K. FINAL PUBLIC COMMENTS - See Item C for applicable rules.

L. ADJOURNMENT (for possible action)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9: a.m. on Friday, October 20, 2023, a copy of this agenda (IVGID Board of Trustees Session of October 25, 2023) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

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

/s/ Heidi H. White

Heidi H. White

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

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

Notes: Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent Calendar section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk () are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled*

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*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.yourtahoepace.com; go to "Board Meetings and Agendas".***

MEMORANDUM

Item E.2.

TO: Board of Trustees

FROM: Bobby Magee
Interim Director of Finance

SUBJECT: Fiscal Year 2022/2023 Fourth Quarter Budget Update:
Popular CIP Status Report through June 30, 2023 (Unaudited)

DATE: October 25, 2023

I. RECOMMENDATION

It is recommended that the Board receive and file this informational report.

II. BACKGROUND AND DISCUSSION

This informational report represents the FY2022/23 4th Quarter Popular CIP Status Report intended to provide an update for the District’s Capital Improvement Program (CIP) Budget for activities for the period from July 1, 2022 through June 30, 2023. This report complies with Board Policy 13.1.0.2 relating to periodic reports on the status of the District’s capital projects.

Overview

The District’s FY2022/23 approved capital budget adopted by the Board on May 26, 2022 (Item G.1) provides for appropriations totaling \$44,748,400 in support of planned capital projects across all District activities, including Administration (\$633,000), Utilities (\$15,588,700), Community Services (\$28,041,700), and Beaches (\$485,000).

The FY2022/23 capital budget was subsequently amended by Board action, reducing staff spending authority for the Watermain Replacement Crystal Peak Road Project by \$196,382 on March 8, 2023 (Item F.3). This amount is shown on the attached Capital Improvement Projects Report under the Water Fund – Watermain Replacement – Crystal Peak Road line item. In addition, the Recreation Center Expansion Project was canceled with the cancellation amount set at \$24,348,044.

This agenda item, via attachment, provides the Board with the fourth quarter CIP Popular Report, reflecting unaudited financial results through June 30, 2023. As the Finance Department continues to work through the end of year close process, these numbers reflect a draft trial balance and are still subject to minor modifications.

Overall, capital budget expenditures through the fourth quarter of FY2022/23 (June 30, 2023) totaled \$12,573,455, or 37.1% of the combined amended CIP capital and expense budgets, which total \$33,905,455. An additional \$14,202,265 in budgeted appropriations were encumbered through executed contracts or purchase orders, bringing the total of expended and committed funds to \$26,775,721, or 79.0% of the approved budget.

	FY2022/23 Final Budget	BOT Approved Carry Forward 8/31/2022	Cancelled	Adjustments	Reallocation	FY2022/23 Amended Budget	FY2022/23 Expenditures (06/30/2023)
Capital Budget - CIP and Expense Projects							
General Fund	\$ 740,700	\$ -	\$ -	\$ -	\$ -	\$ 740,700	\$ 503,464
Utility Fund	16,723,700	5,887,795	-	1,740,611	-	24,352,106	8,228,386
Community Services	28,348,200	3,075,713	-	481,983	(3,426)	7,554,426	3,661,028
Beach	569,000	689,223	-	-	-	1,258,223	180,577
Total All Funds	\$ 46,381,600	\$ 9,652,731	\$ -	\$ 2,222,594	\$ (3,426)	\$ 33,905,455	\$ 12,573,455

Capital Projects vs. Capital Maintenance and Repairs

A major focus of the FY2022/23 budget process was to identify projects included in the District’s multi-year capital improvement plan that do not meet criteria for establishing capital assets and thus should be expensed within the fiscal year rather than depreciated over the useful life of the asset.

While this report provides a summary of all projects approved as part of the FY2022/23 capital plan, separate attachments to this report provide a summary of activity for projects that meet capitalization criteria (Attachment A), and projects that will be expensed within the current fiscal year (Attachment B).

Through the fourth quarter of the fiscal year, expenditures against approved capital improvement projects (CIP) totaled \$11,890,621, or 37.9% of the adjusted budget of \$31,384,702 (See *projects details – Attachment A*). An additional \$13,939,563 of budgeted appropriations were encumbered through executed contracts, which results in a total of \$25,830,184 (82.3%) in expended or committed funding through June 30, 2023.

	FY2022/23 Final Budget	BOT Approved Carry Forward 8/31/2022	Cancelled	Adjustments	Reallocation	FY2022/23 Amended Budget	FY2022/23 Expenditures (06/30/2023)
Capital Budget - CIP Projects							
General Fund	\$ 633,000	\$ -	\$ -	\$ -	\$ -	\$ 633,000	\$ 442,549
Utility Fund	15,588,700	5,532,700	-	1,740,611	-	22,862,011	8,043,667
Community Services	28,041,700	2,827,350	(24,348,044)	481,983	(3,426)	6,999,563	3,356,216
Beach	485,000	460,000	-	-	(54,872)	890,128	48,189
Total All Funds	\$ 44,748,400	\$ 8,820,050	\$ (24,348,044)	\$ 2,222,594	\$ (58,298)	\$ 31,384,702	\$ 11,890,621

Additionally, through the fourth quarter of the fiscal year, expenditures against projects that do not meet criteria for capitalization totaled \$682,834, or 27.1% of the adjusted budget of \$2,520,753 for these projects. (See *projects details – Attachment B*). An additional \$262,703 of budgeted appropriations were encumbered through executed contracts, which results in a total of \$945,537 (37.5%) of expended and committed funding through June 30, 2023.

	FY2022/23 Final Budget	BOT Approved Carry Forward 8/31/2022	Adjustments	Reallocation	FY2022/23 Amended Budget	FY2022/23 Expenditures (06/30/2023)
Capital Budget - Expense Projects						
General Fund	\$ 107,700	\$ -	\$ -	\$ -	\$ 107,700	\$ 60,915
Utility Fund	1,135,000	355,095	-	-	1,490,095	184,719
Community Services	306,500	248,363	-	-	554,863	304,812
Beach	84,000	229,223	-	54,872	368,095	132,388
Total All Funds	\$ 1,633,200	\$ 832,681	\$ -	\$ 54,872	\$ 2,520,753	\$ 682,834

Project Status –

In addition to reflecting Board-approved budget modifications as well as actual project expenditures for each approved capital improvement project through June 30, 2022, the report also includes a brief “status” classification to assist in understanding the information contained in this report as well as to help track changes project status from quarter to quarter.

Carry-Forward Estimates -

This report also reflects amounts of funding requested for carry-forward to the FY2023/24 fiscal year to support ongoing projects, projects that have been delayed and procurement of equipment that was not delivered prior to July 1, 2023.

Attachments: Popular CIP Status Report - FY2022/23, through June 30, 2023

- Attachment A – Capital Projects
- Attachment B – Capital Maintenance and Repairs
- Attachment C – Project “Status” Definitions

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Fund /		New TYLER		BOT Approved Carry Forward				FY2022/23 Amended	FY2022/23 Expenditures	Available	Project Status	Recommended Carryforward	Encumbrance
Dept. Div.	Project #	Project #	Project Title	FY2022/23 Final Budget	(8/31/22)	Cancelled	Adjustments	Reallocation	Budget	(6/30/23)	Budget	(6/30/23)	
General Fund													
Accounting/Information Systems													
	10990E1401		Replace Xerox Printer	-				24,197	24,197	24,197	-		Completed
	1213BD2106		Network Closet Updates (HVAC)	15,000					15,000	-	15,000		Delayed
	1213CE2101		Power Infrastructure Improvements	78,000				(24,197)	53,803	25,272	28,531		Completed
	1213CE2102		Network Upgrades - Switches, Controllers, WAP	285,000					285,000	235,613	49,387		In Progress
	1213CE2104		Fiber Installation/Replacement	25,000					25,000	-	25,000		Delayed
	1213CE2105		Security Cameras	100,000					100,000	92,659	7,341		Completed
	1315CO1801		HRIS, Payroll, & Finance Software Implementation	-					-	61,140	(61,140)		Xfer to Operating
			Sub-Total	503,000	-	-	-	-	503,000	438,881	64,119		
General													
	4378LI2104		IVGID Community Dog Park	100,000					100,000	573	99,427		Ongoing
	1099CE2201	CE23100100	Board Meeting - Technology Upgrades	30,000					30,000	3,095	26,905		In Progress
			Sub-Total	130,000	-	-	-	-	130,000	3,668	126,332		
			Total General Fund	633,000	-	-	-	-	633,000	442,549	190,451		89,387
Utilities													
Public Works Shared													
	2097CO2101		Public Works Billing Software Replacement	-	20,000				20,000	-	20,000		Delayed
	2097HE1725		Loader Tire Chains - 2 sets	-	20,000			6,352	26,352	-	26,352		In Progress - On Order
	2097HE1729		2002 Caterpillar 950G Loader #523	-	265,000			(6,352)	258,648	-	258,648		In Progress - On Order
	2097HE1730		2003 Caterpillar 950G Loader #525	-	265,000				265,000	-	265,000		In Progress - On Order
	2097LE1720		Snowplow #300A	-	19,000				19,000	-	19,000		In Progress
	2097LE1721		Snowplow #307A	-	19,000				19,000	-	19,000		In Progress
	2097LI1701		Pavement Maintenance, Reservoir 3-1 WPS 4-2/5-1	90,000	130,000				220,000	-	220,000		In Progress
	2097LE2221	LV23200100	Medium Duty Truck Plow	16,500					16,500	16,564	(64)		Completed
	2097LV2220	LV23200200	Chevy 1/2-Ton Pick-up Truck	37,200					37,200	37,166	34		Completed
			Sub-Total	143,700	738,000	-	-	-	881,700	53,730	827,970		754,352
Water													
	2299D11707		Burnt Cedar Water Disinfection Plant Emerg. Generator Fuel Tank	-	137,429				137,429	14,766	122,663		In Progress - Multi Year
	2299WS1705		Watermain Replacement - Crystal Peak Road	1,500,000	68,642		(196,382)		1,372,260	915,764	456,496		In Progress - Multi Year
	2299WS1802		Watermain Replacement - Alder Avenue	65,000					65,000	1,731	63,269		In Progress - Multi Year
	2299WS1706		Watermain Replacement Slott Peak Ct		72,230				72,230	25,306	46,924		Completed
	2299D11102		Water Pumping Station Improvements	50,000					50,000	33,565	16,435		Ongoing
	2299D11401		Burnt Cedar Water Disinfection Plant Improvements	25,000	19,208				44,208	-	44,208		Ongoing
	2299CO2203	SW23200100	LIMS Software	55,000					55,000	-	55,000		See Footnote 1
			Sub-Total	1,695,000	297,509	-	(196,382)	-	1,796,127	991,132	804,995		757,758
Sewer													
	2524SS1010		Effluent Pipeline Project	10,000,000	2,069,507		1,936,993		14,006,500	6,227,909	7,778,591		See Footnote 2
	2599SS2010		Effluent Pond Lining / Storage Tank	3,000,000	1,069,185				4,069,185	573,443	3,495,742		See Footnote 3
	2599D11703		Sewer Pump Station #1 Improvements	500,000	1,038,370				1,538,370	10,759	1,527,611		In Progress
	2599D11104		Sewer Pumping Station Improvements	50,000					50,000	24,700	25,300		Ongoing
	2599SS1102		Water Resource Recovery Facility Improvements	100,000	86,607				186,607	94,046	92,561		Ongoing
	2599SS1103		Wetlands Effluent Disposal Facility Improvements	100,000	173,523				273,523	18,483	255,040		In Progress
	2599SS2107		Update Camera Equipment		60,000				60,000	49,465	10,535		Completed
			Sub-Total	13,750,000	4,497,191	-	1,936,993	-	20,184,184	6,998,805	13,185,379		13,181,793
			Total Utilities	15,588,700	5,532,700	-	1,740,611	-	22,862,011	8,043,667	14,818,344		14,693,903

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Fund /		New TYLER		FY2022/23 Final	BOT Approved Carry Forward			FY2022/23 Amended	FY2022/23 Expenditures	Available	Project Status	Recommended Carryforward	Encumbrance
Dept. Div.	Project #	Project #	Project Title	Budget	(8/31/22)	Cancelled	Adjustments	Reallocation	Budget	(6/30/23)	Budget	(6/30/23)	
Community Services Funds													
Championship Golf													
	3141L1202		Cart Path Replacement - Champ Course	55,000	114,667				169,667	5,716	163,951	In Progress	163,951
	3141LV1898		Championship Golf Course Electric Cart Fleet and		533,360				533,360	533,360	-	Completed	-
	3153BD2001		Recoat Chateau F&B Grill and Catering Kitchen Floors	39,700					39,700	-	39,700	Delayed	39,700
	3142LE1741		2016 Bar Cart #724	20,000					20,000	-	20,000	In Progress - On Order	20,000
	3142LE1742		2016 Bar Cart #725	20,000					20,000	-	20,000	In Progress - On Order	20,000
	3142LE1744		2014 Toro Tri-Plex Mower 3250D #694		42,781				42,781	-	42,781	In Progress - On Order	42,781
	3142LE1745		2017 Toro 3500D Mower #743		36,184				36,184	-	36,184	In Progress - On Order	36,184
	3142LE1746		2012 JD 8500 Fairway Mower #670		93,486				93,486	93,486	-	Completed	-
	3142LE1747		2011 Toro Groundmaster 4000D #650		66,211				66,211	-	66,211	In Progress - On Order	66,211
	3142LE1750		2013 JD 3235 Fairway Mower #685	98,000					98,000	-	98,000	In Progress - On Order	97,467
	3142LE1759		2014 3500D Toro Rotary Mower #693		40,028				40,028	40,028	-	Completed	-
	3142LE1760		Replacement of 2010 John Deere 8500 #641	92,000					92,000	93,486	(1,486)	Completed	-
	3143GC2002		Range Ball Machine Replacement		20,000				20,000	4,234	15,766	In Progress	5,000
	3199OE1501		Championship Golf Printer Copier Replacement	10,000					10,000	-	10,000	In Progress - On Order	6,419
			Sub-Total	334,700	946,717	-	-	-	1,281,417	770,310	511,107		497,713
													289,062
Mountain Golf													
	3241L12001		Mountain Golf Cart Path Replacement - Phase II	1,100,000	-				1,100,000	99,860	1,000,140	In Progress	1,000,140
	3241GC1404		Irrigation Improvements	18,000					18,000	785	17,215	In Progress	12,831
	3242LE1726		2016 Bar Cart #726	20,000					20,000	-	20,000	In Progress - On Order	20,000
			Sub-Total	1,138,000	-	-	-	-	1,138,000	100,645	1,037,355		1,032,971
													449,471
Facilities													
	3351BD1703		Aspen Grove Outdoor Seating BBQ and Landscaping	10,000	10,000				20,000	2,109	17,891	Delayed	17,891
			Sub-Total	10,000	10,000	-	-	-	20,000	2,109	17,891		17,891
													-
Ski													
	3453BD1806		Base Lodge Walk In Cooler and Food Prep (Kitchen) Reconfiguration	110,000	31,398		478,557		619,955	35,795	584,160	In Progress	584,160
	3462HE1702		Lakeview Ski Lift Maintenance and Improvements		1,613				1,613	4,248	(2,635)	Completed	-
	3462HE1701		Lodgepole Ski Lift Maintenance and Improvements	18,000					18,000	2,361	15,639	In Progress	15,639
	3462HE1712		Red Fox Ski Lift Maintenance and Improvements	75,000					75,000	11,559	63,441	In Progress - On Order	63,441
	3463HE1722		Loader Tire Chains (1-Set)		9,750		3,426		13,176	-	13,176	In Progress	13,176
	3463HE1723		2002 Caterpillar 950G Loader #524		265,000			(3,426)	261,574	-	261,574	In Progress - On Order	265,000
	3464LE1601		Ski Resort Snowmobile Fleet Replacement	17,000	14,295				31,295	16,904	14,391	Completed	-
	3464LE1729		Snowplow #304A		19,000				19,000	-	19,000	In Progress	19,000
	3464LE1734		2016 Polaris Ranger Crew #723	19,000					19,000	19,384	(384)	Completed	-
	3464SI1002		Snowmaking Infrastructure Replacement							3,227	(3,227)	Completed	-
	3467LE1703		Replace Child Ski Center Surface Lift		10,000				10,000	3,600	6,400	Completed	-
	3468RE0002		Replace Ski Rental Equipment		259,133				259,133	-	259,133	In Progress	131,880
	3469HE1740		14-passenger Van	125,000					125,000	-	125,000	In Progress	125,000
	3469BD2101		Replace Ski Lodge Facility Equipment		115,000				115,000	1,027	113,973	In Progress	110,494
	3453FP1706		Replace Main Lodge/Snowflake Lodge Dining Furniture and Fixtures	49,000					49,000	2,364	46,636	In Progress	46,636
	3499OE1502		Skier Services Printer/Copier		8,870				8,870	8,870	-	Completed	-
	3499CE2201	CO23340100	Installation RFID - Software and Gantries	410,000					410,000	319,594	90,406	Completed	-
			Sub-Total	823,000	734,059	-	481,983	(3,426)	2,035,616	428,933	1,606,683		1,374,426
													954,317
Parks													
	4378L12104		IVGID Community Dog Park		-				-	-	-		-
	4378L1604		Pump Track		78,196				78,196	28,042	50,154	In Progress	-
	4378BD2202		Skate Park Enhancement	10,000					10,000	-	10,000	In Progress	-
	4378LE1742		2015 Ball Field Groomer #706		24,000			(13,000)	11,000	-	11,000	Cancelled	-
	4378LE2220	HV23370100	Toolcat with Bucket and Snowblower	70,000					70,000	61,367	8,633	In Progress	8,633
	4378LV1734		2011 Pick-Up with Lift gate #646	50,000				13,000	63,000	-	63,000	In Progress	63,000
	4378LV1735		2005 Pick-up Truck 4x4 (1-ton) #554		45,166				45,166	45,166	-	Completed	-
	4378RS2103		Village Green Drainage and Park Improvement Project		20,000				20,000	-	20,000	Cancelled	-
			Sub-Total	130,000	167,362	-	-	-	297,362	134,575	162,787		71,633
													8,633

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Fund /		New TYLER		FY2022/23 Final	BOT Approved Carry Forward			FY2022/23 Amended	FY2022/23 Expenditures	Available	Project Status	Recommended Carryforward	Encumbrance
Dept. Div.	Project #	Project #	Project Title	Budget	(8/31/22)	Cancelled	Adjustments	Reallocation	Budget	(6/30/23)	Budget	(6/30/23)	
Tennis													
	4588BD1604		Tennis Center Renovation	-									
			Total	-									
Recreation Center													
	4884BD2201	BI23350100	Recreation Center Expansion Project	25,435,000		(24,348,044)		(38,009)	1,048,947	680,146	368,801		Cancelled/Complete
		BI23350300	Recreation Center Tennant Improvments					38,009	38,009	13,047	24,962		Cancelled/Complete
	4884BD2202	BI23350200	Rec Center Exterior Wall Waterproofing & French Drain	100,000					100,000	7,372	92,628	92,628	In Progress
	4899FF1202		Rec Center Locker Room Improvements		969,212				969,212	1,176,820	(207,608)		Completed
	4884BD1804		Chemtrol System for Recreation Center Pool	22,000					22,000	-	22,000		Completed
	4886LE0001		Fitness Equipment	49,000					49,000	42,259	6,741		Completed
			Sub-Total	25,606,000	969,212	(24,348,044)	-	-	2,227,168	1,919,644	307,524		92,628
			Total	-									
Community Services Shared													
			Total	-									
			Total Community Services	28,041,700	2,827,350	(24,348,044)	481,983	(3,426)	6,999,563	3,356,216	3,643,347		3,087,262
													1,707,333
Beaches													
	3970BD2601		Burnt Cedar Swimming Pool and Site Improvements		350,000			(44,872)	305,128	17,755	287,373		In Progress
	3972BD1501		Beaches Flatscape and Retaining Wall Enhancement and Replacement	55,000	110,000				165,000	5,824	159,176		Cancelled
	3972BD2101		Ski Beach Boat Ramp Improvement Project	100,000					100,000	1,151	98,849	98,849	In Progress
	3999BD1708		Ski Beach Bridge Replacement	120,000					120,000	-	120,000		See Footnote 4
	3999FF2201	FF23390100	Beach Furnishings	10,000				(10,000)	-	-	-		In Progress
	3972BD2102		Beach Access Improvements	200,000					200,000	23,459	176,541	176,541	In Progress
			Total Beaches	485,000	460,000	-	-	(54,872)	890,128	48,189	841,939		570,390
													75,928
			Total All Funds	\$ 44,748,400	\$ 8,820,050	\$ (24,348,044)	\$ 2,222,594	\$ (58,298)	\$ 31,384,702	\$ 11,890,621	\$ 19,494,081		\$ 18,440,942
													\$ 13,939,563

Footnote 1 - On hold until laboratory equipment is in place; software must match equipment

Footnote 2 - This is a multi-year project funding will be expended fall/winter of 2023

Footnote 3 - This is a multi year project construction will begin May 2024 after USACE NEPA clearance

Footnote 4 - Grant in progress with Nevada Division of Wildlife; keeping in the budget pending grant outcome

FY2022/23 CAPITAL PLAN - EXPENSE ITEMS

Fund /		New TYLER	FY2022/23 CAPITAL PLAN - EXPENSE ITEMS					FY2022/23	FY2022/23	Available	Project Status	Recommended Carryforward	Final Carryover	Encumbrance
Dept. Div.	Project #	Project #	FY2022/23 Final Budget	BOT Approved Carry Forward 8/31/2022	Adjustments	Reallocation	Amended Budget	Expenditures (6/30/23)	Budget					
General Fund														
	1212OE1701	EX23100100	Accounting Printer Replacement	8,400				8,400	-	8,400	In Progress	8,462	8,462	
	1213CO1703		District Wide PC, Laptops, Peripheral Equipment and	75,000				75,000	60,915	14,085	Ongoing		47,592	
			Total	83,400	-	-	-	83,400	60,915	22,485		8,462	56,054	
	4999OE1399	EX23100200	Web Site Redesign and Upgrade	10,000				10,000	-	10,000	In Progress	10,000		
	1099LI1705		Pavement Maintenance - Administration Building	14,300				14,300	-	14,300	In Progress	14,300		
			Total	24,300	-	-	-	24,300	-	24,300		24,300	-	
			Total General Fund	107,700	-	-	-	107,700	60,915	46,785		32,762	56,054	
Utilities														
Shared	2097DI1401		Adjust Utility Facilities in NDOT/Washoe County Right	60,000	183,000			243,000	42,974	200,026	Ongoing	200,026		
	2097LI1401		Pavement Maintenance, Utility Facilities	180,000	141,495			321,495	48,405	273,090	In Progress	273,090		
	4999OE1399	EX23100200	Web Site Redesign and Upgrade	10,000				10,000	-	10,000	In Progress	10,000		
	NEW	EX23200200	Rain Gutters, Garage Door Openers, Drainage, Heat	100,000				100,000	-	100,000	In Progress	100,000		
	NEW	EX23200300	Utility Infrastructure Masterplan	500,000				500,000	57,559	442,441	In Progress	442,441		
			Total	850,000	324,495	-	-	1,174,495	148,938	1,025,557		1,025,557	-	
Water	2299DI1103		Replace Commercial Water Meters, Vaults and Lids	40,000				40,000	4,663	35,337	Ongoing	35,337	15,350	
	2299DI1204		Water Reservoir Coatings and Site Improvements	60,000	25,000			85,000	13,973	71,027	In Progress	71,027		
			Total	100,000	25,000	-	-	125,000	18,636	106,364		106,364	15,350	
Sewer	2599BD1105X		Building Upgrades Water Resource Recovery Facility	30,000	5,600			35,600	2,269	33,331	Ongoing	33,331		
	2599SS1203X		Replace & Reline Sewer Mains, Manholes and	55,000				55,000	14,876	40,124	Ongoing	40,124		
	NEW	EX23200400	Effluent Pipeline Repairs	100,000				100,000	-	100,000	Ongoing	41,800	41,800	
			Total	185,000	5,600	-	-	190,600	17,145	173,455		115,255	41,800	
			Total Utilities	1,135,000	355,095	-	-	1,490,095	184,719	1,305,376		1,247,176	57,150	
Community Services														
Championship	3141GC1103		Irrigation Improvements	15,000				15,000	12,206	2,794	In Progress			
	3141LI1201		Pavement Maintenance of Parking Lots - Champ	25,000	17,500			42,500	25,575	16,925	In Progress	16,925		
			Total	40,000	17,500	-	-	57,500	37,781	19,719		16,925	-	
Mountain	3241GC1101		Mountain Course Greens, Tees and Bunkers	8,000				8,000	3,194	4,806	In Progress	4,806		
	3242LI1204		Pavement Maintenance of Parking Lot - Mountain	12,500	17,400			29,900	4,088	25,812	In Progress	25,812	28,355	
			Total	20,500	17,400	-	-	37,900	7,282	30,618		30,618	28,355	
Facilities	3350BD1103		Chateau - Replace Carpet	49,500				49,500	55,942	(6,442)	Completed			
	3350BD1506		Paint Exterior of Chateau		22,300			22,300	-	22,300	In Progress	22,300		
	3350BD1803		Replace Carpet in Chateau Grill		2,090			2,090	-	2,090	Completed			
	3350BD1505		Paint Interior of Chateau	40,500				40,500	-	40,500	Delayed	40,500		
	3351BD1501		Aspen Grove Replace Carpet		3,880			3,880	408	3,472	Completed			
			Total	90,000	28,270	-	-	118,270	56,350	61,920		62,800	-	
Ski	3469LI1105		Pavement Maintenance, Diamond Peak and Ski Way	75,000	25,000			100,000	80,960	19,040	In Progress	19,040	67,206	
	3499BD1710		Diamond Peak Facilities Flooring Material	20,000	35,603			55,603	37,738	17,865	In Progress	17,865		
			Total	95,000	60,603	-	-	155,603	118,698	36,905		36,905	67,206	
Parks	4378BD1604		Resurface and Coat Preston Park Bathroom, Mech.		2,100			2,100	-	2,100	In Progress	2,100		
	4378BD2001		Grout Repair Upstaris Parks Office & Tile Replace		10,000			10,000	-	10,000	Cancel	-		
	4378LI1303		Pavement Maintenance, Village Green Parking	5,000	-			5,000	10,434	(5,434)	Completed			
	4378LI1403		Pavement Maintenance, Preston Field	5,000	7,500			12,500	1,610	10,890	In Progress	10,980		
	4378LI1602		Pavement Maintenance, Overflow Parking Lot	5,000	5,000			10,000	890	9,110	In Progress	9,110		
	4378LI1802		Pavement Maintenance - Incline Park	6,000	7,500			13,500	1,357	12,143	In Progress	12,143		
	4378RS1601X		Playground Repairs - Preston	7,500	-			7,500	-	7,500	Cancel			
			Total	28,500	32,100	-	-	60,600	14,291	46,309		34,333	-	
Tennis	4588LI1201		Pavement Maintenance, Tennis Facility	5,000	5,000			10,000	2,396	7,604	In Progress	7,604		
			Total	5,000	5,000	-	-	10,000	2,396	7,604		7,604	-	
Rec Center	4884LI1102x		Pavement Maintenance, Recreation Center Area	7,500	7,500			15,000	1,668	13,332	In Progress	13,332		
			Total	7,500	7,500	-	-	15,000	1,668	13,332		13,332	-	

FY2022/23 CAPITAL PLAN - EXPENSE ITEMS

Fund /		New TYLER		FY2022/23 CAPITAL PLAN - EXPENSE ITEMS				FY2022/23		FY2022/23		Available		Recommended		Final Carryover		Encumbrance	
Dept. Div.	Project #	Project #	Project Title	FY2022/23 Final Budget	BOT Approved Carry Forward 8/31/2022	Adjustments	Reallocation	FY2022/23 Amended Budget	FY2022/23 Expenditures (6/30/23)	Budget	Project Status	Carryforward	Final Carryover	Encumbrance					
CS Admin	4999OE1399	EX23100200	Web Site Redesign and Upgrade	20,000	79,990			99,990	66,346	33,644	In Progress	33,644							
	Total			20,000	79,990			99,990	66,346	33,644		33,644		-					
			Total Community Services	306,500	248,363			554,863	304,812	250,051		236,161		95,561					
Beaches																			
	3972BD1301X		Pavement Maintenance, Ski Beach	15,000	8,500			23,500	1,556	21,944	In Progress	21,944							
	3972BD1707		Burnt Cedar Dumpster enclosure		27,648			27,648	-	27,648	Canceled								
	3972BD2102		Beach Access Improvement Project		40,775			40,775	69,901	(29,126)	In Progress			16,899					
	3972FF1704		Beach Furnishings		21,000		10,000	31,000	-	31,000	In Progress - On Order	31,000		31,000					
	3970BD2601		Burnt Cedar Swimming Pool and Site Improvements				44,872	44,872	29,785	15,087	In Progress	15,087							
	3972LI1201		Pavement Maintenance, Incline Beach	6,500	6,500			13,000	3,210	9,790	In Progress	9,790							
	3972LI1202X		Pavement Maintenance, Burnt Cedar Beach	-	24,800			24,800	1,142	23,658	In Progress	23,658							
	3972RS1701X		Playground Repairs - Beaches	7,500	-			7,500	-	7,500	Canceled								
	3973LI1302		Incline Beach Facility Replacement	-	100,000			100,000	25,760	74,240	In Progress	74,240							
	3999DI1706		Burnt Cedar Beach Backflow Device Replacement	55,000				55,000	1,035	53,965	In Progress	53,965		6,038					
	Total			84,000	229,223		54,872	368,095	132,388	235,707		229,684		53,937					
Grand Total				\$ 1,633,200	\$ 832,681	\$ -	\$ 54,872	\$ 2,520,753	\$ 682,834	\$ 1,837,919		\$ 1,745,783	\$ -	\$ 262,703					

Attachment C

IVGID Capital Improvement Project Reporting

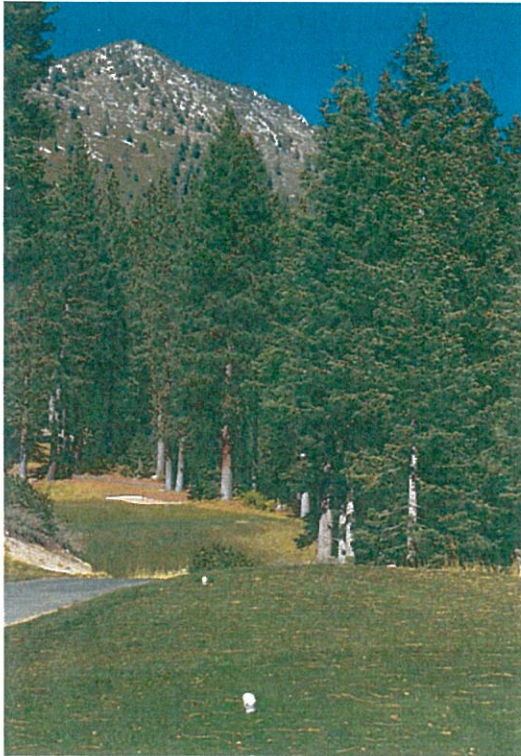
Definitions for Status Terms

- Added – An unbudgeted project that meets capital improvement criteria and established after the start of the fiscal year.
- Cancelled – A project that was scheduled but is no longer being considered for construction or acquisition.
- Carried Over – A project re-scheduled to another fiscal year and has had its remaining budget updated.
- Completed – A project that has finished all phases and is set up as a capital asset.
- Delayed – A project timeline extended for either for a change in scope of work or the conditions without adjustment to its budget.
- In Progress – A project which is not completed and may incur additional costs.
- In Progress – On Order – A project which is in progress and materials/equipment has been ordered but the project is not yet completed.
- In Progress - Multi-Year – A project that has been started and was scheduled to be executed over multiple fiscal years to facilitate each phase (pre-design, design and construction or acquisition).
- Multi-Year – A project scheduled to be executed over multiple fiscal years to facilitate each phase (pre-design, design and construction or acquisition).
- Ongoing – A project that represents a continuous flow of rehabilitation or renewal of an operating system with added revenues and costs over time.
- Opened Early – A scheduled project that starts ahead of plan due to a change in conditions or assumptions.
- Postponed – A project with some reason to not be active but is still intended to be executed at some future time.
- Reallocation – A project added or altered by the addition of spending authority from a specified completed or cancelled project from the same fiscal year.
- Xfer to Operating – A project that will be transferred to the capital plan – expense items.



**INCLINE
VILLAGE**

GENERAL IMPROVEMENT DISTRICT

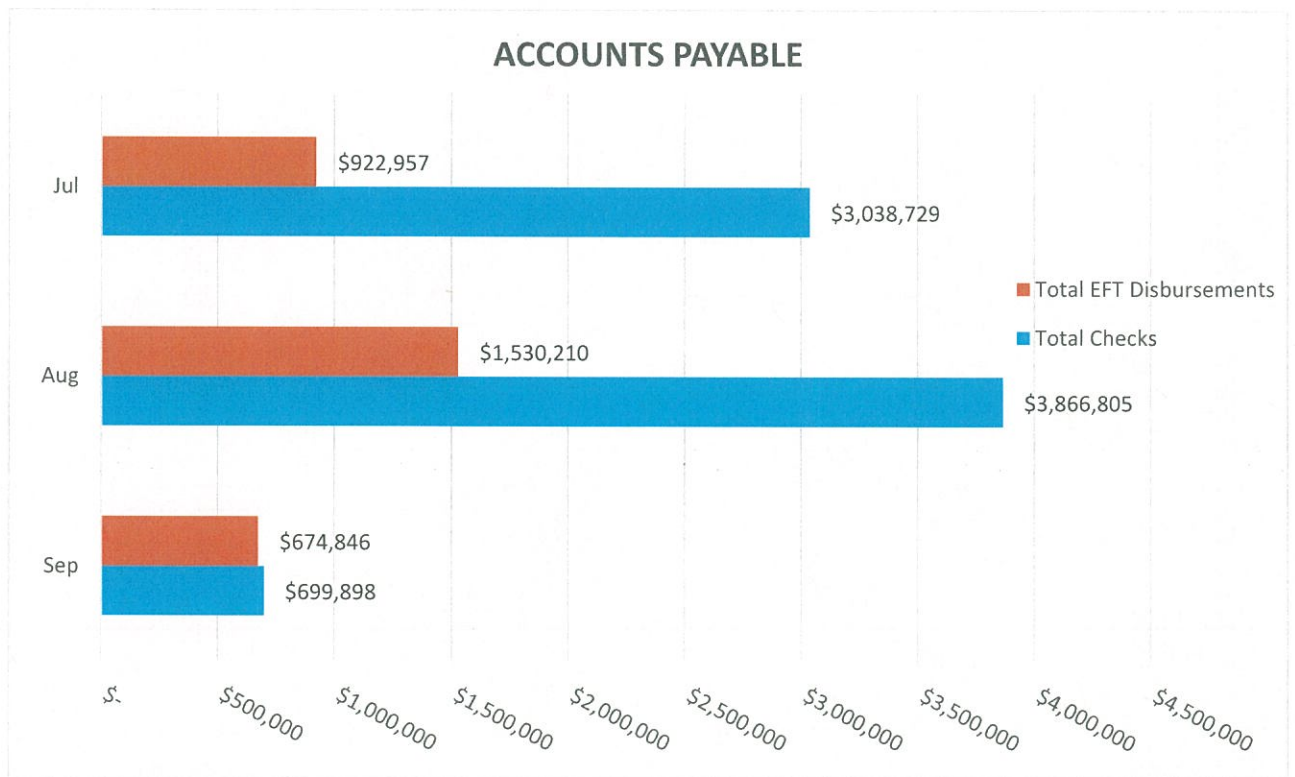
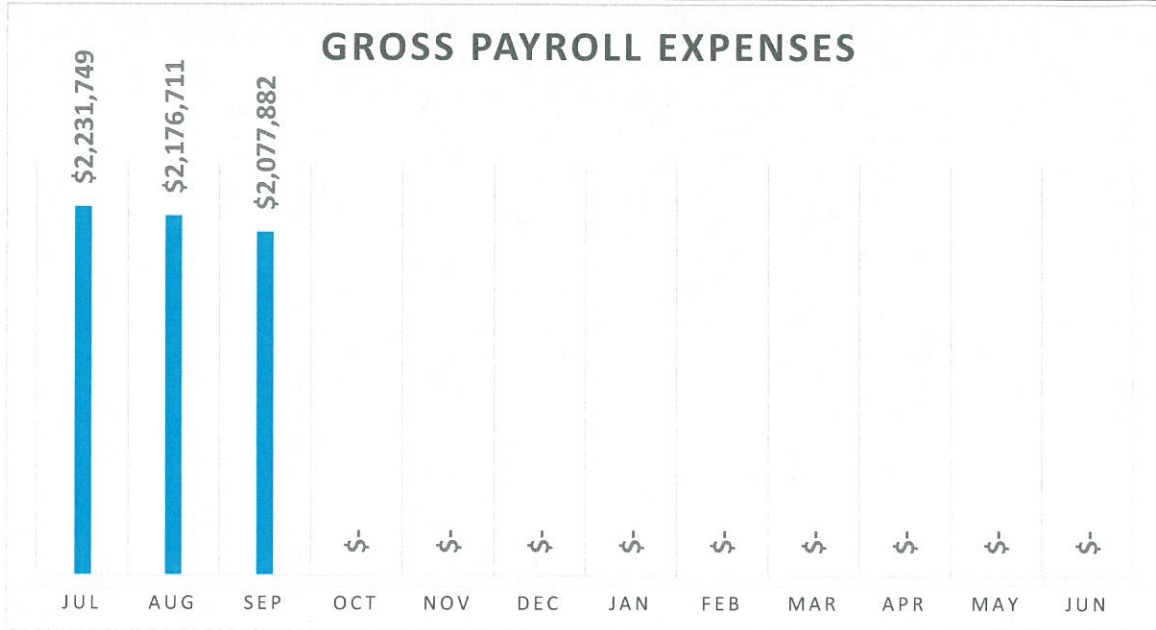


IN THIS REPORT

Expenses	2
YTD Expenses	3
Investments	4
Debt Service	5
Appendix A	6

Monthly Expenses

September 2023



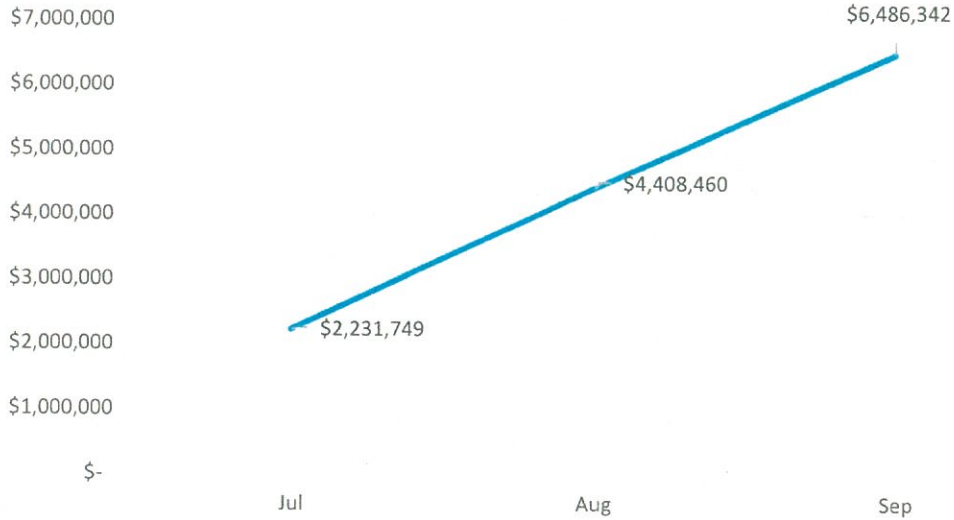
Total September Gross Payroll Expenses	\$	2,077,882
Total September AP Checks		699,898
Total September AP EFT Disbursements		674,846
Total September Payroll and Accounts Payable	\$	3,452,626
See Appendix A for Detail		

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Year-to-Date Expenses Through

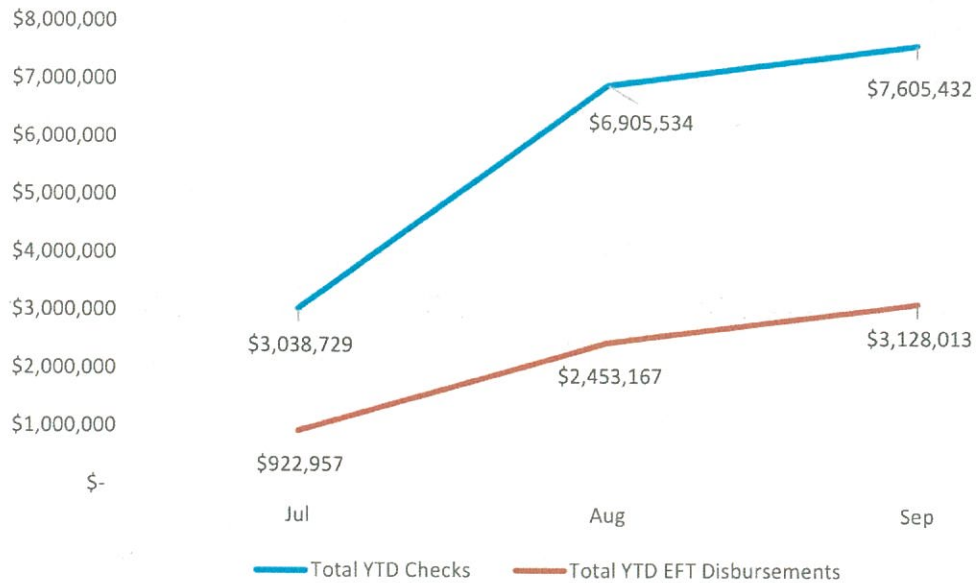
September 2023

YTD GROSS PAYROLL EXPENSES



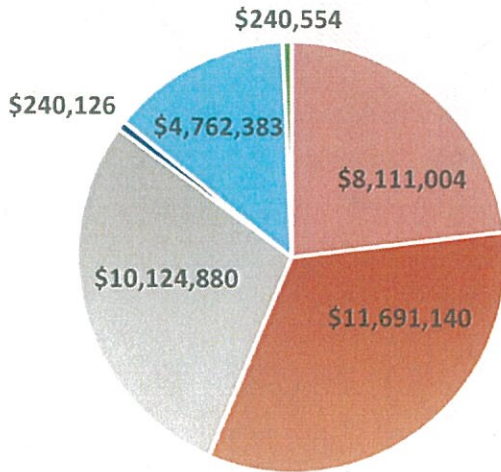
YTD ACCOUNTS PAYABLE EXPENSES

Chart Title



Total YTD Gross Payroll Expenses	\$	6,486,342
Total YTD AP Checks		7,605,432
Total YTD AP EFT Disbursements		3,128,013
Total YTD Payroll and Accounts Payable	\$	<u>17,219,787</u>

INVESTMENTS



- 1 - Wells Fargo - Money Market Mutual Funds \$8,111,004
- 2 - Wells Fargo - Bonds \$11,691,140
- 3 - State of NV - Local Gov't. Investment Pool IVGID \$10,124,880
- 4 - State of NV - Local Gov't. Investment Pool EPA \$240,126
- 5 - State of NV - Local Gov't. Investment Pool PW \$4,762,383
- 6 - State of NV - Local Gov't. Investment Pool TRPA \$240,554

Total Market Value of Investments:	\$ 35,170,087
Total Monthly Change in Value of Investments:	\$ 112,365

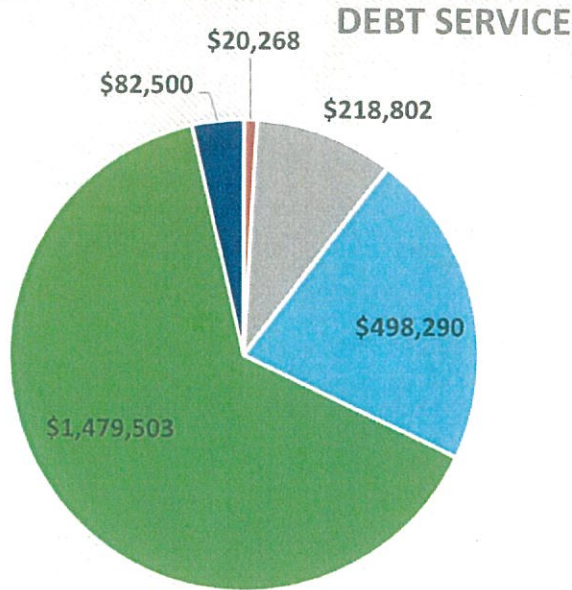
Wells Fargo Bank, NA	Balance	Net Monthly Interest
Operating Checking	\$ 14,015,094	\$ -
Portion owed to Vets Club	1,762	\$ -
Portion owed to TWSA	167,400	\$ -
Total Wells Fargo Operating Account	14,184,256	\$ -
Flexible Spending Account	1,143	\$ -
Payroll Account (this is a sweep account)	-	\$ -
St. Mary's Health Reimbursement Account	3,933	\$ -
Totals	\$ 14,189,332	\$ -

Total Earnings and Change in Market Value:	\$ 112,365
Total Monthly Interest	-
Total Monthly Change in Value and Interest	\$ 112,365

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Debt Service

September 2023



- Capital Equipment - Installment Purchase Agreement - PNC Equipment Finance, LLC (Golf Carts) \$20,268
- State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$218,802
- State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$498,290
- State of NV - State Water Pollution Revolving Fund (Drinking Water) - DW1201 \$1,479,503
- State of NV - Clean Water State Revolving Fund Loan Contracts CW2303 and CW2304 (Effluent Pipeline) \$82,500

Debt Service	Maturity Date	Outstanding Debt	Monthly Interest Expense	Next Debt Svc. Payment Date	Next Debt Svc. Payment Amount
Capital Equipment - Installment Purchase Agreement - PNC Equipment Finance, LLC (Golf Carts) \$20,268	6/30/2024	\$ 20,268	\$ 156	11/1/2023	\$ 2,533
State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$218,802	7/1/2025	\$ 218,802	\$ 562	1/1/2024	\$ 56,824
State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$498,290	1/1/2026	\$ 498,290	\$ 1,132	1/1/2024	\$ 103,768
State of NV - State Water Pollution Revolving Fund (Drinking Water) -DW1201 \$1,479,503	1/1/2032	\$ 1,479,503	\$ 2,947	1/1/2024	\$ 96,686
State of NV - Clean Water State Revolving Fund Loan Contracts CW2303 and CW2304 (Effluent Pipeline) \$82,500	2/9/2053	\$ 82,500	TBD	TBD	TBD
TOTALS		\$ 2,299,363			

APPENDIX A

SEPTEMBER, 2023 - CHECK REGISTER

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
7935	09/21/2023	EFT	Action Industrial Supply Company	\$ 139.45
7871	09/14/2023	EFT	Aetna Behavioral Health, LLC	122.20
7960	09/28/2023	EFT	Aetna Behavioral Health, LLC	244.40
7872	09/14/2023	EFT	Airgas Inc	676.79
7936	09/21/2023	EFT	Airgas National Carbonation	407.81
7961	09/28/2023	EFT	Airgas National Carbonation	695.90
7937	09/21/2023	EFT	Alhambra	53.94
7873	09/14/2023	EFT	Alpine Smith, Inc	2,008.16
7874	09/14/2023	EFT	ALSCO	1,848.85
7938	09/21/2023	EFT	ALSCO	226.42
7962	09/28/2023	EFT	ALSCO	1,071.76
7875	09/14/2023	EFT	Alta Vista Janitorial	9,880.00
7963	09/28/2023	EFT	ATCO International	1,035.00
7939	09/21/2023	EFT	Backflow Technologies LLC	2,046.06
7964	09/28/2023	EFT	Backflow Technologies LLC	2,152.48
7876	09/14/2023	EFT	BAVS SM-LLC	2,518.00
7877	09/14/2023	EFT	Bently Family Limited Partnership	1,944.03
7940	09/21/2023	EFT	Bently Family Limited Partnership	974.34
7878	09/14/2023	EFT	Bertholf Transportation LLC	2,132.99
7918	09/18/2023	EFT	Bertholf Transportation LLC	6,095.16
7965	09/28/2023	EFT	Building Control Services, Inc.	2,692.48
7880	09/14/2023	EFT	Burdick Ex Co, Inc.	386,885.72
7932	09/19/2023	EFT	Burdick Ex Co, Inc.	18,348.84
7966	09/28/2023	EFT	Capital Beverage, Inc.	27.07
7881	09/14/2023	EFT	Cashman Equipment Company	6,669.02
7882	09/14/2023	EFT	CC Cleaning Service, LLC	12,400.00
7941	09/21/2023	EFT	CC Media/Creative Concepts Media, Inc.	5,323.91
7883	09/14/2023	EFT	Codale Electric Supply	337.50
7942	09/21/2023	EFT	Codale Electric Supply	94.92
7919	09/18/2023	EFT	Construction Materials Engineers, INC	285.00
7884	09/14/2023	EFT	Cozzini Bros. Inc	160.50
7943	09/21/2023	EFT	Cozzini Bros. Inc	75.00
7885	09/14/2023	EFT	DataPrint Services, LLC	2,157.52
7967	09/28/2023	EFT	DataPrint Services, LLC	1,878.71
7968	09/28/2023	EFT	Dell Marketing LP C/O Dell USA L.P.	8,623.30
7886	09/14/2023	EFT	Doppelmayr USA, Inc.	1,411.50
7887	09/14/2023	EFT	Dunseath Key Co, Inc.	732.48
7969	09/28/2023	EFT	Dunseath Key Co, Inc.	599.99
7944	09/21/2023	EFT	Enerspect Medical Solutions, LLC	1,587.01
7888	09/14/2023	EFT	Environmental Resource Associates	461.60
7945	09/21/2023	EFT	EXL Media	1,061.82
7889	09/14/2023	EFT	Fall Line Corp	121.54
7970	09/28/2023	EFT	Farmer Bros. Co	588.55
7920	09/18/2023	EFT	Fastenal Company	149.90
7971	09/28/2023	EFT	Fastenal Company	738.81
7951	09/21/2023	EFT	Fire Protection Service Corp	40.00
7890	09/14/2023	EFT	First Choice Services	438.60
7946	09/21/2023	EFT	First Choice Services	76.90
7972	09/28/2023	EFT	First Choice Services	80.90
7891	09/14/2023	EFT	Fitguard, Inc.	3,378.60
7947	09/21/2023	EFT	Full Circle Compost, LLC	200.00
7982	09/28/2023	EFT	GCP WW Holdco LLC	987.84

SEPTEMBER, 2023 - CHECK REGISTER

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
7921	09/18/2023	EFT	Great Basin Entry Inc	950.00
7922	09/18/2023	EFT	Gwynne Cunningham	64.85
7933	09/19/2023	EFT	Harvey Johnson	372.40
7923	09/18/2023	EFT	HDR Engineering, Inc.	2,129.38
7892	09/14/2023	EFT	Incline Village Chevron Auto Care & Tire Center	78.04
7948	09/21/2023	EFT	Incline Village Chevron Auto Care & Tire Center	45.41
7934	09/19/2023	EFT	Infinisource, Inc.DBA ISolved Benefit Services	522.75
7924	09/18/2023	EFT	Jacobs Engineering Group Inc	12,230.70
7925	09/18/2023	EFT	James Knight	23.54
7973	09/28/2023	EFT	Johnson Controls	352.36
7893	09/14/2023	EFT	KATHLEEN SHOTWELL	123.14
7894	09/14/2023	EFT	KPS3 Marketing, Inc	3,500.00
7926	09/18/2023	EFT	L&C Cook Specialty Foods, Inc.	3,292.01
7949	09/21/2023	EFT	Linde Gas & Equipment Inc.	284.48
7927	09/18/2023	EFT	Marcus G Faust, PC	11,174.00
7895	09/14/2023	EFT	Matheson Tri-Gas, Inc	82.05
7896	09/14/2023	EFT	Moss Adams LLP	40,067.50
7950	09/21/2023	EFT	Moss Adams LLP	14,480.00
7897	09/14/2023	EFT	MR Copy Inc	1,136.43
7952	09/21/2023	EFT	MR Copy Inc	55.00
7898	09/14/2023	EFT	New West Distributing, Inc.	4,742.20
7899	09/14/2023	EFT	Pacific States Communications of Nevada, Inc.	1,721.84
7900	09/14/2023	EFT	Parkson Corp	2,394.17
7974	09/28/2023	EFT	Produce Plus	3,922.45
7901	09/14/2023	EFT	Quadient Leasing USA, Inc	69.15
7928	09/18/2023	EFT	Raley's	2,442.10
7902	09/14/2023	EFT	Reno Cycles & Gear	468.77
7975	09/28/2023	EFT	Reno Cycles & Gear	827.16
7903	09/14/2023	EFT	Sierra Electronics	1,592.00
7953	09/21/2023	EFT	Silver State International	129.90
7904	09/14/2023	EFT	Solenis LLC	11,266.80
7976	09/28/2023	EFT	Solenis LLC	5,633.40
7905	09/14/2023	EFT	Specialized Elevator Services Holdings LLC	2,643.04
7954	09/21/2023	EFT	Specialized Elevator Services Holdings LLC	5,025.00
7906	09/14/2023	EFT	Sterling Valley Systems DbA:Inntopia	3,680.66
7907	09/14/2023	EFT	Stotz Equipment	148.45
7908	09/14/2023	EFT	Swift Communications of California, Inc	777.00
7909	09/14/2023	EFT	Swire Coca Cola USA	227.79
7910	09/14/2023	EFT	Tahoe Supply Company LLC	168.17
7955	09/21/2023	EFT	Tahoe Supply Company LLC	88.16
7977	09/28/2023	EFT	Tahoe Supply Company LLC	5,302.46
7956	09/21/2023	EFT	Teamworks Apparel and Promotional Products	635.00
7911	09/14/2023	EFT	TechnoAlpin USA, Inc	2,530.00
7929	09/18/2023	EFT	Tessengerlo Kerley, Inc.	2,711.00
7930	09/18/2023	EFT	Thomas Petroleum, LLC	13,624.27
7912	09/14/2023	EFT	Thompson Garage Doors	365.00
7978	09/28/2023	EFT	Thunderbird Communications	300.00
7913	09/14/2023	EFT	ULINE, Inc	594.40
7914	09/14/2023	EFT	United Rentals (North America, Inc.)	740.63
7931	09/18/2023	EFT	United Rentals (North America, Inc.)	1,067.98
7979	09/28/2023	EFT	United Rentals (North America, Inc.)	5,669.08
7915	09/14/2023	EFT	United Site Services	790.29

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
7957	09/21/2023	EFT	United Site Services	1,034.00
7916	09/14/2023	EFT	VEGA Americas, Inc	1,123.27
7958	09/21/2023	EFT	WageWorks, INC	559.67
7980	09/28/2023	EFT	WageWorks, INC	1,231.21
7917	09/14/2023	EFT	Western Environmental Laboratory	53.80
7959	09/21/2023	EFT	Western Environmental Laboratory	1,552.30
7981	09/28/2023	EFT	Western Environmental Laboratory	1,139.90
781382	09/14/2023	PRINTED	A-#1 Chemical, Inc	4,623.00
781383	09/14/2023	PRINTED	Absolute Sealing & Striping	2,180.00
781460	09/21/2023	PRINTED	Absolute Sealing & Striping	3,930.00
781501	09/28/2023	PRINTED	Absolute Sealing & Striping	7,383.00
781502	09/28/2023	PRINTED	Air Products and Chemicals, Inc	6,883.77
781461	09/21/2023	PRINTED	Aramark	215.73
781384	09/14/2023	PRINTED	AT&T	200.62
781503	09/28/2023	PRINTED	AT&T	343.78
781385	09/14/2023	PRINTED	Austin Pask	183.53
781386	09/14/2023	PRINTED	Awardzone,LLC	229.70
781504	09/28/2023	PRINTED	B & L Backflow Testing Specialist LLC	1,195.00
781505	09/28/2023	PRINTED	Babolat VS North America	162.42
781387	09/14/2023	PRINTED	Badger Meter, Inc.	133.53
781462	09/21/2023	PRINTED	BBK-Best Best & Krieger LLP	24,299.18
781498	09/27/2023	PRINTED	BBK-Best Best & Krieger LLP	442.00
781463	09/21/2023	PRINTED	Bob Hall and Associates	10,500.00
781440	09/18/2023	PRINTED	Brycon Corporation	123,686.28
781464	09/21/2023	PRINTED	CA State Disbursement Unit	319.38
781441	09/18/2023	PRINTED	Charter Communications Holdings,LLC	930.98
781388	09/14/2023	PRINTED	Cinderlite Trucking Corp	249.94
781389	09/14/2023	PRINTED	Clean Earth Environmental Solutions, Inc	4,420.68
781442	09/18/2023	PRINTED	Cleveland Golf/SRIXON	2,375.52
781506	09/28/2023	PRINTED	Cleveland Golf/SRIXON	570.00
781390	09/14/2023	PRINTED	Club Car, LLC	389.27
781465	09/21/2023	PRINTED	Club Car, LLC	83.65
781507	09/28/2023	PRINTED	Club Car, LLC	87.65
781443	09/18/2023	PRINTED	Color Crafters	28,675.00
781391	09/14/2023	PRINTED	Creative Coverings	1,265.00
781466	09/21/2023	PRINTED	Cruz Construction Co., Inc.	1,950.00
781392	09/14/2023	PRINTED	Darren Howard	75.00
781393	09/14/2023	PRINTED	Data West, A Div of Harris Systems USA	647.20
781394	09/14/2023	PRINTED	DirecTV, Inc.	400.42
781444	09/18/2023	PRINTED	DirecTV, Inc.	1,449.40
781508	09/28/2023	PRINTED	DirecTV, Inc.	159.43
781467	09/21/2023	PRINTED	Ecolab Pest Elimination	128.53
781509	09/28/2023	PRINTED	Ecolab Pest Elimination	128.53
781510	09/28/2023	PRINTED	Ecolab Pest Elimination	128.53
781511	09/28/2023	PRINTED	Ecolab Pest Elimination	955.32
781499	09/27/2023	PRINTED	Erickson, Thorpe & Swainston, LTD	7,200.00
781395	09/14/2023	PRINTED	ETMS	2,594.32
781468	09/21/2023	PRINTED	Ewing Irrigation Products	1,704.23
781512	09/28/2023	PRINTED	Ewing Irrigation Products	1,863.77
781445	09/18/2023	PRINTED	Exline & Company Inc	754.68
781396	09/14/2023	PRINTED	F.W. Carson Co.	1,858.05

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
781397	09/14/2023	PRINTED	Flyers Energy LLC	2,958.15
781513	09/28/2023	PRINTED	Flyers Energy LLC	3,416.06
781398	09/14/2023	PRINTED	Gierlich-Mitchell, INC	4,307.30
781531	09/28/2023	PRINTED	GoodLove, LLC	1,150.00
781399	09/14/2023	PRINTED	Grainger, Inc.	422.77
781469	09/21/2023	PRINTED	Grainger, Inc.	2,330.28
781514	09/28/2023	PRINTED	Grainger, Inc.	1,805.41
781470	09/21/2023	PRINTED	GrassRoots Turf Supply LLC	2,655.19
781400	09/14/2023	PRINTED	Hach Co.	400.00
781515	09/28/2023	PRINTED	High Sierra Gardens, Inc.	51.99
781401	09/14/2023	PRINTED	High Sierra Patrol, Inc.	2,472.86
781516	09/28/2023	PRINTED	High Sierra Patrol, Inc.	2,472.86
781402	09/14/2023	PRINTED	Hunt & Sons Inc.	232.90
781403	09/14/2023	PRINTED	Innova Champion Discs	778.17
781446	09/18/2023	PRINTED	Jackson & Karen Barney	0.73
781517	09/28/2023	PRINTED	James Pedersen	134.00
781404	09/14/2023	PRINTED	Jeffery L. Dodge	560.00
781471	09/21/2023	PRINTED	Jennifer Moore	41.90
781518	09/28/2023	PRINTED	Jon Tekulve	134.00
781405	09/14/2023	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	5,115.29
781472	09/21/2023	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	2,758.84
781473	09/21/2023	PRINTED	Ken Reese	91.97
781500	09/27/2023	PRINTED	Ken Reese	103.60
781447	09/18/2023	PRINTED	Kristopher Lance	1,320.00
781519	09/28/2023	PRINTED	Landia INC	1,340.10
781406	09/14/2023	PRINTED	Lee Joseph, Inc.	440.00
781474	09/21/2023	PRINTED	Lee Joseph, Inc.	5,736.52
781520	09/28/2023	PRINTED	Lee Joseph, Inc.	6,096.12
781521	09/28/2023	PRINTED	Liberated Brands, LLC DBA Volcom LLC	1,230.08
781407	09/14/2023	PRINTED	Loomis Holding US, Inc DBA Loomis Armored US, Inc	166.69
781408	09/14/2023	PRINTED	Mark Helleckson	35.37
781475	09/21/2023	PRINTED	Michael Hohl Motor Company	111.74
781476	09/21/2023	PRINTED	Michael's Suzuki & Yamaha/Reno	13,821.34
781409	09/14/2023	PRINTED	MidwestMotor Supply Co, DBA Kimball Midwest	302.69
781477	09/21/2023	PRINTED	Mountain Hardware and Sports Incline Village, INC	4,828.83
781410	09/14/2023	PRINTED	Mountain View Electric, LLC	787.69
781411	09/14/2023	PRINTED	Napa Sierra Nevada , Inc	1,628.64
781448	09/18/2023	PRINTED	National Sports Apparel	240.00
781522	09/28/2023	PRINTED	National Sports Apparel	716.00
781478	09/21/2023	PRINTED	NCGA	2,939.00
781449	09/18/2023	PRINTED	Nevada Barricade & Sign Co., Inc.	18,250.00
781479	09/21/2023	PRINTED	Nevada Power Products	126.50
781523	09/28/2023	PRINTED	Nevada Water Resources Association	670.00
781412	09/14/2023	PRINTED	Nutrien AG Solutions INC	222.50
781450	09/18/2023	PRINTED	Nutrien AG Solutions INC	1,747.75
781480	09/21/2023	PRINTED	Nutrien AG Solutions INC	3,416.00
781481	09/21/2023	PRINTED	NV Energy	150,463.97
781414	09/14/2023	PRINTED	Office Depot	130.61
781524	09/28/2023	PRINTED	Office Depot	150.30
781415	09/14/2023	PRINTED	Olin Finance Company LLC	13,877.01
781483	09/21/2023	PRINTED	Operating Eng Local Union #3 {DUES}	1,700.00
781413	09/14/2023	PRINTED	O'Reilly Automotive Stores, Inc	115.13

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781482	09/21/2023	PRINTED	O'Reilly Automotive Stores, Inc	27.85
781525	09/28/2023	PRINTED	Pacific Water Resources	6,110.92
781484	09/21/2023	PRINTED	Pape Machinery	359.22
781451	09/18/2023	PRINTED	Petty Cash - Admin	1,350.00
781452	09/18/2023	PRINTED	Rainbow Printing & Office Supplies, Inc.	79.99
781485	09/21/2023	PRINTED	Rainbow Printing & Office Supplies, Inc.	173.51
781526	09/28/2023	PRINTED	Rainbow Printing & Office Supplies, Inc.	734.87
781486	09/21/2023	PRINTED	Reno Disposal/Dbawaste Management of Nevada	1,397.22
781487	09/21/2023	PRINTED	Reno Rendering Company	900.00
781488	09/21/2023	PRINTED	Reno-Tahoe Airport Authority	101.00
781416	09/14/2023	PRINTED	Robert Olsen	110.00
781417	09/14/2023	PRINTED	Roessel Heidi	48.73
781418	09/14/2023	PRINTED	Ropeway Solution Services LLC	456.00
781453	09/18/2023	PRINTED	Safehold Special Risk, INC	10,000.00
781419	09/14/2023	PRINTED	Schaeffer Mfg. Co.	1,509.60
781489	09/21/2023	PRINTED	Schaeffer Mfg. Co.	4,248.80
781490	09/21/2023	PRINTED	Scott & Russell Corridan	1,856.60
781527	09/28/2023	PRINTED	Seaborn Canvas	685.75
781420	09/14/2023	PRINTED	Shred-IT USA	35.00
781421	09/14/2023	PRINTED	Shred-IT USA	84.72
781422	09/14/2023	PRINTED	Sierra Filtration Products Inc	805.20
781528	09/28/2023	PRINTED	Sierra Gold Seafood, Inc.	1,704.70
781423	09/14/2023	PRINTED	Sierra Mountain Pipe & Supply	972.55
781529	09/28/2023	PRINTED	Sierra Pacific Turf Supply, Inc.	2,617.38
781424	09/14/2023	PRINTED	Simplot Partners	950.00
781491	09/21/2023	PRINTED	Simplot Partners	1,845.00
781425	09/14/2023	PRINTED	Smith & LoveLess, Inc	1,081.81
781492	09/21/2023	PRINTED	Snap-on Industrial	49.59
781426	09/14/2023	PRINTED	Snow Economics, Inc.	2,830.56
781427	09/14/2023	PRINTED	Snow Machines, Inc (SMI)	4,504.57
781493	09/21/2023	PRINTED	State Coll & Disb Unit-SCADU	1,131.12
781530	09/28/2023	PRINTED	Summit Refrigeration, Inc.	190.00
781428	09/14/2023	PRINTED	Sunshine Reporting and Litigation Services,LLC	1,472.45
781455	09/18/2023	PRINTED	Sunshine Reporting and Litigation Services,LLC	981.60
781454	09/18/2023	PRINTED	Sunshine Reporting Services, Inc.	2,816.00
781456	09/18/2023	PRINTED	Syneco Systems, Inc.	18,015.00
781457	09/18/2023	PRINTED	TeamSideline.com	620.00
781429	09/14/2023	PRINTED	Thorndal, Armstrong,Delk,Balkenbush,Eis	1,025.00
781430	09/14/2023	PRINTED	TRPA	4,120.00
781431	09/14/2023	PRINTED	Turf Star, Inc.	405.21
781494	09/21/2023	PRINTED	Turf Star, Inc.	13,376.07
781532	09/28/2023	PRINTED	Turf Star, Inc.	628.07
781432	09/14/2023	PRINTED	TYR Sport, Inc.	964.74
781458	09/18/2023	PRINTED	University of Nevada, Reno	2,000.00
781433	09/14/2023	PRINTED	USRelay Corp	999.00
781533	09/28/2023	PRINTED	USRelay Corp	999.00
781434	09/14/2023	PRINTED	Vermont Systems	27,243.22
781435	09/14/2023	PRINTED	W & T Graphix	429.75
781534	09/28/2023	PRINTED	W & T Graphix	150.00
781535	09/28/2023	PRINTED	Washoe County	200.00
781436	09/14/2023	PRINTED	Washoe County CSD	4,429.49
781495	09/21/2023	PRINTED	Waste Mgmt Lockwood (refuse)	3,165.58

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781496	09/21/2023	PRINTED	Waste Mgmt Lockwood (refuse)	52.34
781497	09/21/2023	PRINTED	Waste Mgmt Lockwood (refuse)	1,782.66
781437	09/14/2023	PRINTED	Western Nevada Supply	14,529.56
781536	09/28/2023	PRINTED	Western Nevada Supply	5,969.40
781438	09/14/2023	PRINTED	William Robbins	160.00
781459	09/18/2023	PRINTED	William Robbins	40.00
781439	09/14/2023	PRINTED	Wire Rope Service, Inc.	5,141.56
11820957	09/28/2023	MANUAL	AT&T (U-Verse)	138.55
11820938	09/18/2023	MANUAL	Breakthru Beverage NV Reno, LLC	1,725.59
11820939	09/18/2023	MANUAL	Breakthru Beverage NV Reno, LLC	(50.00)
11820956	09/06/2023	MANUAL	Breakthru Beverage NV Reno, LLC	1,061.00
11820937	09/02/2023	MANUAL	GPS Industries, LLC	800.00
11820942	09/26/2023	MANUAL	Reno Disposal/Dbawaste Management of Nevada	527.18
11820945	09/25/2023	MANUAL	Southern Glazer's Wine & Spirits	2,561.27
11820947	09/25/2023	MANUAL	Southern Glazer's Wine & Spirits	1,327.45
11820949	09/25/2023	MANUAL	Southern Glazer's Wine & Spirits	1,352.38
11820950	09/25/2023	MANUAL	Southern Glazer's Wine & Spirits	110.00
11820951	09/25/2023	MANUAL	Southern Glazer's Wine & Spirits	1,827.04
11820952	09/25/2023	MANUAL	Southern Glazer's Wine & Spirits	499.45
11820953	09/25/2023	MANUAL	Southern Glazer's Wine & Spirits	3,352.12
11820943	09/26/2023	MANUAL	Sysco Food Services of Sacramento	668.82
11820944	09/25/2023	MANUAL	Sysco Food Services of Sacramento	1,178.12
11820954	09/27/2023	MANUAL	US Foodservice, Inc.	3,752.05
11820955	09/27/2023	MANUAL	US Foodservice, Inc.	1,226.63
11820940	09/25/2023	MANUAL	Utility Telecom Group, LLC	1,135.49
11820941	09/25/2023	MANUAL	Utility Telecom Group, LLC	1,076.08
				\$ 1,374,743.83
Total EFT				\$ 674,845.78
Total Printed				675,628.83
Total Manual				24,269.22
Total				\$ 1,374,743.83

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2 INCLINE VILLAGE
3 GENERAL IMPROVEMENT DISTRICT
4 BOARD OF TRUSTEES
5
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7
8
9 TRANSCRIPT OF HEARING
10 PUBLIC MEETING
11 Live and Via Zoom
12
13 Held at 893 Southwood Boulevard
14 Incline Village, Nevada
15
16 Tuesday, September 19, 2023
17
18
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22
23
24 Reported by: Brandi Ann Vianney Smith
25 Job Number: IVGID 4

1 APPEARANCES 2
2
3 **BOARD MEMBERS PRESENT**
4 MATTHEW DENT, CHAIR
5 SARA SCHMITZ, VICE CHAIR
6 RAY TULLOCH, TREASURER
7 MICHAELA TONKING, MEMBER
8
9 **ALSO PRESENT**
10 ANNE BRANHAM, LEGAL COUNSEL (via Zoom)
11 HEIDI WHITE, DISTRICT CLERK
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4 B. ROLL CALL OF TRUSTEES 4
5 C. INITIAL PUBLIC COMMENTS 4
6 D. APPROVAL OF AGENDA 30
7 E. REPORTS TO THE BOARD
8 E 1 32
8 E 2 39
9 F. CONSENT CALENDAR 40
10 G. GENERAL BUSINESS
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11 G 2 45
12 G 3 57
12 G 4 80
13 H. REDACTIONS FOR PENDING PUBLIC
14 RECORDS REQUESTS 92
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1 Incline Village, Nevada - 9/13/2023 - 6:00 P.M. 4
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5 (No audio during call to order.)
6 A. PLEDGE OF ALLEGIANCE
7 (Pledge of Allegiance.)
8 CHAIR DENT: Thank you for that. Next
9 item, item B, roll call of trustees.
10 B. ROLL CALL OF TRUSTEES
11 CHAIR DENT: Trustee Tonking?
12 TRUSTEE TONKING: Here.
13 CHAIR DENT: Trustee Schmitz?
14 TRUSTEE SCHMITZ: Here.
15 CHAIR DENT: Trustee Tulloch?
16 TRUSTEE TULLOCH: Here.
17 CHAIR DENT: And Trustee Noble has let us
18 know, he will not be present for this evening's
19 meeting. I'm Trustee Dent, so four out of the five
20 trustees are present. We do have a quorum.
21 Moving on to item C, initial public
22 comment.
23 C. INITIAL PUBLIC COMMENT
24 CHAIR DENT: You will be allowed three
25 minutes for your initial public comment. And before

5

1 we open it up to public comment, I just want to
 2 mention that item G 4 has been removed from the
 3 agenda.
 4 I will open it up to public comment.
 5 MR. WILSON: Good evening. My name is Don
 6 Wilson. My wife and I are full-time residents of
 7 Incline, and over the last few years have become
 8 aspiring golfers.
 9 I'd like to introduce myself tonight and
 10 express my interest in being considered for the
 11 at-large role on the Golf Committee. Thank you to
 12 the Board of Trustees for your assistance and
 13 consideration for this.
 14 Our IVGID amenities are unique and
 15 precious resources that should be protected and
 16 nurtured. I am a strong advocate for community
 17 service and support, and would welcome the chance to
 18 apply my experience and passion toward this common
 19 good.
 20 Over the course of my career, I've been an
 21 entrepreneur, corporate executive, board member,
 22 volunteering in capacities ranging from
 23 not-for-profit organizations to youth sports. That
 24 experience has included P and L ownership with full
 25 budgeting, operational and capital improvement,

6

1 strategic planning. Experience ranging from
 2 startups to \$100 million projects. I've spent my
 3 career thinking outside the box to find innovative
 4 paths to success.
 5 I've reviewed the packets of the
 6 candidates, and it is an impressive group. The
 7 important question becomes: What makes me
 8 different?
 9 I believe there are three ways in which I
 10 can complement the other members of the committee:
 11 First, I focus on bringing people
 12 together. I don't have any ulterior motives, other
 13 than the best interest of our residents. I spent a
 14 career building consensus, finding common ground,
 15 and mutually beneficial wins.
 16 In the corporate world, I've been
 17 fortunate to be a part of companies who excel in
 18 their culture and emphasize the how as much as the
 19 what. I would bring a goal of operational
 20 excellence, but more importantly, a desire to find
 21 solutions that benefit all interested parties, and a
 22 focus on the people and the how just as much as the
 23 bottom line.
 24 Second, my career experience in tackling
 25 the toughest challenges and fining operational

7

1 excellence across many industries. As a software
 2 entrepreneur, a transformational executive in the food
 3 industry, and with an operational excellence
 4 concentration in business school, my goal has always
 5 been finding ways to become better. Not just better
 6 economically, but better holistically, finding wins
 7 for all stakeholders.
 8 Finally, diversity in perspective. I'm
 9 relatively new to golf, if you count 40 rounds this
 10 year as new, I'm still a beginner, and wholly
 11 embrace it with a passion. This is a perspective
 12 that I think is invaluable to reach that
 13 demographic. Also, I'm still working. While
 14 retirement will come one day, I do think the casual
 15 golfer having to work around a work schedule is also
 16 an important constituency.
 17 Finally, I don't currently belong to a
 18 golf club, with no plans to do so anytime soon, and
 19 I believe the Golf Committee would be best served by
 20 a well-rounded set of perspectives, members to
 21 represent golf clubs, which are a vital component to
 22 the culture and success of our courses, but also
 23 members to represent the casual, aspiring golfer
 24 with no additional ties.
 25 Thank you all for the opportunity to be

8

1 considered.
 2 MS. MCKOWEN: Trish McKowen. Incline
 3 Village resident.
 4 It's clear to many residents in town that
 5 the board meeting that should have taken place last
 6 Wednesday was moved to tonight for several reasons.
 7 The Board has said it was because they missed the
 8 posting time. You could have rescheduled the
 9 meeting on another day that didn't disrupt multiple
 10 events happening this evening, like the Incliner
 11 event, and another large gathering at Ski Beach.
 12 It's clear to me that Trustees Schmitz,
 13 Dent, and Tulloch did not want any more public
 14 comment prior to the submission of the petition
 15 signatures.
 16 I will be reading a public comment tonight
 17 from Christy Wells, who could not attend this
 18 evening because she's in charge of running an
 19 Incliner event at Aspen Grove. Here is her public
 20 comment:
 21 "In reviewing tonight's agenda, I
 22 see that Frank Wright has applied
 23 for the Golf Committee. I
 24 respectfully ask that you void his
 25 application and ban him from

9

1 applying from any future IVGID
 2 committees.
 3 "I'm submitting several recent
 4 interactions with Mr. Wright that
 5 he has had with community members
 6 on Nextdoor, all clearly showing
 7 he is not capable of having civil
 8 discussions about difficult
 9 topics. And please note this is
 10 just a small collection of posts
 11 that have taken place over the
 12 last month. There are hundreds
 13 more. And you can hear how he
 14 speaks about IVGID staff and
 15 community members every time he
 16 leaves a public comment.
 17 "I believe the Golf Committee
 18 would be faced with some tough
 19 challenges in the coming year, and
 20 I do not feel that Frank has the
 21 ability to keep his calm when
 22 interacting with IVGID staff or
 23 other community members.
 24 "I'm submitting these examples for
 25 the record and trust you will make

10

1 the right decisions for IVGID
 2 staff, fellow community members,
 3 and those in the community who
 4 regularly have to interact with
 5 him."
 6 "Thank you on behalf of Christy
 7 Wells."
 8 And she went ahead and she brought in some
 9 of these interactions he's had in the community, and
 10 she wants these in the public record.
 11 MS. HOLLAND: Good evening. I'm Katherine
 12 Holland. I live at 250 Pine Cone Road.
 13 And I'm also a candidate for the Golf
 14 Committee. I'm very disappointed that the
 15 interviews were not initially held two weeks ago.
 16 And then nothing happened again last week. And I'm
 17 disappointed that we're not going to have interviews
 18 tonight. I think it's really important to have
 19 two-way conversations with potential candidates
 20 because I think that's when you really find out the
 21 truth about people.
 22 But, nonetheless, I still remain a
 23 candidate. I'm very seriously concerned that we had
 24 the resignation of Darren Howard yesterday, our
 25 Director of Golf and Community Relations. I think

11

1 this is a very large loss for our community and our
 2 golf course. But I remain passionate about and
 3 committed to being a productive member of the Golf
 4 Committee, if I'm selected, and continuing the work
 5 that I did on the prior Golf Committee.
 6 Thank you.
 7 MS. MARTINI: Good evening. Margaret
 8 Martini.
 9 The reduction of the rec fee was required
 10 to comply with NRS. How many of those who signed
 11 the recall petition took the time to read the
 12 statute and understand the reason that the rec fee
 13 was reduced? This made it necessary to reduce the
 14 punch card value. Not a hard concept to grasp. You
 15 don't even have to be a math wizard to comprehend.
 16 You are not prohibited from bringing guests to the
 17 beach, and it does not cost one dollar more to do so
 18 by buying beach passes or accompanying them with
 19 your credit card.
 20 Beach crowding was number one in all the
 21 surveys and the loss of purchasing unlimited punch
 22 cards has eliminated the overcrowding. And the
 23 Picture Pass Card parking rule has made it more
 24 convenient for parking for property owners. Is that
 25 a bad thing?

12

1 Another disinformation incentive to sign
 2 the petition was accusing Sara of losing the
 3 Duffield grant money. I challenge any one of you
 4 that supported the recall to produce actual
 5 documentation that commits Duffield to that amount.
 6 In actuality, it was the reduction of the scope of
 7 project to include a women's gym, dedicated
 8 gymnastics room only for only women. The equipment
 9 needed for men is, of course, different and was not
 10 part of the plan as submitted.
 11 As a government, it is not possible to
 12 provide facilities to one gender. Staff informed
 13 Sara that adding on to the plan was not a very
 14 viable solution, so it was not part of the plan to
 15 accommodate a men's gym.
 16 So before you run with the outrageous idea
 17 that you have lost something, think about the
 18 legality of doing just the one planned women's gym.
 19 Put on your thinking cap and look at the legal
 20 ramification and the cost of such.
 21 The Secretary of State has dismissed the
 22 claims of violation regarding the loan between
 23 Matthew Dent and the Doblars. It was determined
 24 that Mr. Dent submitted the FDS in full compliance
 25 with Nevada law. There were no violations and

13

1 allegations in the election integrity violation
 2 reports are dismissed. That horse has been beaten
 3 to death, unnecessarily, if those accusers had taken
 4 the time to read the Secretary of State
 5 determination.
 6 How many recallers have taken the time to
 7 research all of the false accusations or are they
 8 just following three uninformed initiators of the
 9 recall petition into the clueless pit screaming
 10 "recall" all the way? Sadly, not informing
 11 yourselves of the true facts has its pitfalls of
 12 classifying yourselves as total follow the leaders.
 13 MR. KATZ: Good evening. Aaron Katz. I
 14 have several written statements I've submitted to be
 15 added to the minutes of the meeting.
 16 I'm here to speak about how much more of
 17 Susan Herron does the public have to endure? She's
 18 a glorified secretary, paid like the Director of
 19 Human Resources. She uses the IVGID magazine as a
 20 propaganda tool, telling us the dignity and respect
 21 she allegedly has for us when her acts demonstrate
 22 she has none.
 23 She commits Open Meeting Law violation
 24 after violation. She couldn't post the agenda for
 25 the Board's September 13 meeting in a timely manner,

14

1 so the meeting had to be canceled or another Open
 2 Meeting Law violation.
 3 And now she pulls a waiver stunt for
 4 tonight's meeting, insofar as character misconduct
 5 and professional competence is concerned, associated
 6 with our applicants for the Golf Advisory Committee.
 7 She tells applicants execution of the waiver is
 8 required. Then she drafts a document which recites
 9 that the waiver was voluntarily signed, and she
 10 knows this is untrue.
 11 She notices the agenda item to be for the
 12 selection of members to the Advisory Committee, then
 13 she turns it into a hearing on the character of
 14 applicants, which hasn't even been noticed. She
 15 knows she hasn't complied with the notice
 16 requirements of NRS 241.033, yet hypes this fact by
 17 coming up with these waivers instead.
 18 Who decided to turn this into an ambush
 19 hearing for members or applicants to the committee?
 20 Who decided there would be waivers? Where in the
 21 NRS does it talk about a waiver for a situation like
 22 this? It's just one thing after another after
 23 another. Her loyalties are with special interests,
 24 rather than the public.
 25 I ask Ms. Herron, resign. Resign like

15

1 your fellow colleagues. Resign like Darren Howard.
 2 And if you refuse to resign, I ask the Board to
 3 agendize a meeting to terminate her employ after
 4 giving her proper notice and the opportunity to be
 5 heard.
 6 Thank you very much.
 7 MS. USINGER: Caroline Usinger, Incline
 8 Village.
 9 I'd like to reiterate that Mr. Katz' goal
 10 is to eliminate IVGID. He has said it on multiple
 11 occasions, his desires to get rid of the entire
 12 staff, so all of his comments should be put in that
 13 context.
 14 I wanted to talk today about the elephant
 15 in the room again. The elephant in the room today,
 16 and has been, is that IVGID has no real general
 17 manager, lost its finance manager, its controller,
 18 its food and beverage manager, public works, as of
 19 yesterday, the golf manager, even the attorneys, as
 20 well as countless other staff. And yet the meeting
 21 minutes today talk about protecting Mr. Dobler and
 22 the Golf Committee, which is a legitimate thing, but
 23 they don't talk about the item in the room, which is
 24 that no one wants to work for IVGID, and that's
 25 because it's a toxic organization. Nobody wants to

16

1 work for you. Employees don't want to work for you.
 2 Senior managers don't want to work for you. Vendors
 3 don't want to work for you. Volunteers don't want
 4 to work for you. This has to be addressed or IVGID
 5 will not ever recover.
 6 You're talking about doing little things,
 7 which I call Band-Aids, but these are serious and
 8 needs operation. The operation needs to be that all
 9 of the hostility towards the staff has to be
 10 eliminated. You are shooting IVGID in the foot, and
 11 you are supposed to be protecting it. This is
 12 inexcusable.
 13 An operation is needed, not a Band-Aid.
 14 And the operation is the recall. And I'm sorry. I
 15 don't really want to go through a recall, but a
 16 Band-Aid won't help. Being nice to -- or having
 17 Mr. Dobler get off the committee because it will
 18 look better, will not help.
 19 What will help in the resignation of Sara
 20 Schmitz and Matthew Dent with a commitment by the
 21 remaining of the Board to take this operation, look
 22 at what it did to the employees, and make an
 23 absolute change.
 24 MR. EPPOLITO: Hi. My name is John
 25 Eppolito. I'm a resident of 27 years. Been a real

17

1 estate broker for 25 of those years.

2 The petition, I don't like how it's

3 dividing our community. No matter which side you're

4 on, it bothers me. I'm going to save the rest of

5 those thoughts for another day when I actually have

6 a chance to write them down because I don't want to

7 say anything wrong.

8 What I mostly wanted to talk about tonight

9 is the bigger issue that's going to affect everybody

10 in the region, and that's all the development.

11 I spent the day at Washoe County

12 Commissioners' meeting today, and they passed the

13 land bill, and that was passed three to two, imagine

14 that. You guys don't know what that's like, right?

15 And it was passed three to two. And the reason I

16 even went to the meeting is because one of the

17 Commissioners came into another meeting I was at the

18 other day and said it got rushed, and that person

19 wanted people to come speak.

20 The biggest thing that I got out of the

21 meeting is the economic development. There's

22 probably -- if this continues to go through, and

23 this comes from one of our Senators, Rosen. If this

24 continues to go through, there will probably be a

25 lot more land for development in Reno,

18

1 unfortunately. And the thing is is that is also

2 going to impact us.

3 Anyone who listened to Cindy Gustafson at

4 one of the meetings in Placer County, she said this

5 summer, that there's more people than ever within an

6 hour's drive of Lake Tahoe, which is part of our

7 issue in the summer. I believe she said a million

8 people within an hour drive of Lake Tahoe.

9 And the last two summers are the busiest

10 we've ever had. Kings Beach is worse than it is

11 over here, for now.

12 Not too long ago, I told Ann Nichols,

13 quote, "I used to think you we're crazy, Ann. Now

14 it's worse than you said it was going to be." End

15 quote. And that's because there's more developments

16 than -- Ann was initially fighting one development.

17 Now there's twelve large developments in process,

18 the north shore, west shore, and plus the 800 houses

19 in Martis Valley. That's what we should be

20 fighting; not fighting amongst each other over

21 silly -- I think that are silly things, but I'm not

22 going to get into that. That's what I think we

23 should be focusing on as a community.

24 The -- yeah, so we've already changed the

25 zoning here in town, but that's not just for the one

19

1 project. That's for that whole core. So I don't

2 know how many more -- and those units are between

3 \$2.5 and \$5 million, hardly low income or employee

4 housing, and that's what's going to happen. We're

5 going to have more of those -- Incline is going to

6 be a small part of it, but all the people close by,

7 plus all the big developments on the California

8 side, it's going to greatly impact us, and we're

9 going to have a heck of a time getting out of here

10 in case of a fire, especially if we have to go that

11 way. I think that's what we should be focusing on.

12 Thank you very much.

13 CHAIR DENT: Can we go to Zoom, please?

14 MR. DOBLER: Yes. (Inaudible) to obtain a

15 recall signature no matter what is false, what is

16 made, board policies are broken, NRS is violated,

17 and confidentiality is tossed aside.

18 Now about the Capital Investment

19 Committee. It was created because the engineering

20 staff simply continued to fail in all aspects of

21 their jobs. It would not follow board policies and

22 were unwilling to act in a responsible manner. A

23 few examples over the last two years:

24 In 2021, the staff awarded a contract for

25 Phase 1 of the Mountain Golf Course cart path rehab,

20

1 which was not in accordance with big documents. The

2 bike path park was never complete five years ago and

3 the permit expired leaving opened-up possibility of

4 liability. When the engineering design was

5 completed last year, the total budget was only

6 80,000, but the construction bid alone was over

7 750,000. The project is dormant.

8 The contract to remodel the Rec Center

9 locker rooms exceeded the 969,000 budget by 208,000,

10 21 percent. The Board was never informed and board

11 policies were violated.

12 The current project to remodel to Diamond

13 Peak kitchen and food service area was upside down

14 from the start. A 516,000 contract was awarded, but

15 the contractor forgot to include kitchen equipment.

16 A recent change order was issued for 298,000, a 58

17 percent increase, and the total was above the

18 original budget of 620,000. An additional 321,000

19 was slipped into the 2024 budget to cover the

20 kitchen equipment and additional work.

21 The latest is the CMAR contract with

22 Granite Construction, wherein the CMAR percentage

23 fee was left blank, but the engineering staff

24 continues to pay 14 percent of costs based on some

25 ambiguous conversation which took place one year

21

1 ago. It is against the law to pay a contractor for
 2 items not in a contract.
 3 Project summaries for 2023/'24 have not
 4 been completed, yet the District is almost three
 5 months into the new fiscal year.
 6 After careful consideration and based on
 7 the above examples, I have decided to step aside as
 8 a committee member. My views on how to perform
 9 capital projects differs too much with the
 10 approaches by IVGID staff. Please make this written
 11 statement part of the minute meetings.
 12 Thank you.
 13 MS. MILLER: Judith Miller for the record.
 14 I regret I'm unable to attend in person
 15 this evening. I hope the Board will consider my
 16 application to be on their very first
 17 board-appointed venue advisory committee.
 18 I'd like to briefly discuss the waiver. I
 19 haven't signed the waiver. It would force me to
 20 relinquish any right to privacy or fairness. If I
 21 were an employee, the Board could consider character
 22 and competence only in a closed session and only
 23 after proper notice.
 24 I've been informed that this so-called
 25 voluntary waiver is required, allowing any false

22

1 accusation from any source to be discussed in a
 2 public meeting and without allowing me to be
 3 represented by an attorney or provide evidence.
 4 Even the most innocent lamb among us would be
 5 foolish to sign such a waiver. I hope the Board
 6 will recognize that this is uncalled for.
 7 I've applied for and served on a number of
 8 public boards and committees. None required a
 9 waiver. All you need to do is avoid discussing our
 10 character and professional competence. You've got
 11 12 candidates, many of whom are personally known to
 12 you. If you truly believe this type of discussion
 13 had to take place, it should have been in a closed
 14 session, just like it is for employees. I trust
 15 you're going to do the right thing.
 16 Moving forward, I'm ready to roll up my
 17 sleeves as a member of this committee. As I've
 18 demonstrated before, I'm a worker. I can do
 19 research, crunch numbers, delve into land use
 20 regulations, write survey questions and reports,
 21 make presentations, and even drive a tractor. But
 22 most important of all, I can work collaboratively.
 23 I believe I'll be an effective member of the Golf
 24 Committee.
 25 On another agenda item, I fully support

23

1 the request by interim Director McGee. However, I
 2 would like you to consider a change in the reporting
 3 structure for the internal auditor position. The
 4 job announcement draft states the position reports
 5 to the GM. Best practices and my own personal
 6 experience in public administration requires this
 7 position report, functionally, to the Board directly
 8 or to the Audit Committee, and administratively to
 9 the GM. That's should be made clear in the
 10 announcement.
 11 Here's a quote from a Pete Marwick audit
 12 committee publication: Internal audit has for all
 13 practical purposes a dual reporting relationship
 14 where the head of internal audit reports to
 15 executive management, ideally the CEO, or GM in our
 16 case, for assistance in establishing direction,
 17 support, and administrative matters, and to the
 18 audit committee for strategic direction,
 19 reinforcement, and accountability.
 20 I think you will find similar
 21 recommendations in most other organizational
 22 guidelines. Please discuss this with staff and make
 23 the necessary modification to ensure the
 24 independence of this position.
 25 Thank you.

24

1 MR. WRIGHT: Frank Wright. Crystal Bay.
 2 I'm not going to restate everything that
 3 Ms. Miller just stated on this waiver. It's
 4 horrible that this thing was delivered to me
 5 yesterday, and I was told to sign it. Then I had
 6 another one, and I was told to sign that and was
 7 required.
 8 I don't think any board member knows
 9 anything about this waiver. It's not appropriate
 10 for a volunteer committee; it's more of a personnel,
 11 and I'm not even sure if it was appropriately
 12 handled. But let's skip through that because that's
 13 already been dealt with.
 14 Let's talk about me, as a citizen of this
 15 community, and what I have done here. I have been
 16 here for 40 years, 40, four zero, plus, I have
 17 uncovered all kinds of things and exposed them to
 18 the District. And let's just talk about the Golf
 19 Committee. I exposed the tee times that were given
 20 out in February to private golf clubs on a public
 21 course. PGA fees paid for people in those private
 22 clubs that you and I can't enjoy because we're not
 23 qualified for their standards and their
 24 requirements. We had to pay for the PGA fees for
 25 out-of-town members that are members of these clubs.

25

1 And the members from out of town and the members of
2 all these clubs, they got all the preferred tee
3 times that we're paying with our rec fee and the
4 losses on that golf course. These secret clubs have
5 all kinds of rules and regulations.
6 I served on the Ordinance 7 Committee for
7 15 months. And I hate to tell you, but I'm the one
8 that uncovered the fact that the employees cannot be
9 on the beaches. Yes, I did. Margaret Martini and I
10 kept pushing that issue. We finally got an attorney
11 to give us a ruling. We saved the beaches. It's
12 really ironic that somebody from Crystal Bay had to
13 save Incline beaches.
14 It's sad that we have to be in this
15 situation with the recall. It's sad for a lot of
16 things that are going on here. I have worked in a
17 way to try to diffuse the people who are coming into
18 our community and doing things that are very bad.
19 The recall is very, very bad.
20 Tonight we had Ms. McKowen get up. I
21 don't know this lady. I don't know who she is, and
22 she has a friend, Christy Wells, and these two work
23 in concert. Tonight, she took a shot at me, and she
24 has all these things that supposedly I said on
25 Facebook. Well, if I said them on Facebook, they

27

1 taking -- having the federal government take our
2 land is (inaudible) correct, is not what should be
3 happening. So it's something we really need to
4 oppose.
5 Thank you so much.
6 MS. CARS: Linda Cars.
7 I just wanted to say that, twice, I
8 submitted documents about Cliff Dobler that were
9 part of the public domain, and they were not put
10 into the record. I'm not going to repeat the
11 horrible things and the interactions that he had,
12 but I am only saying that I think the Board of
13 Trustees should focus on -- not on what happened,
14 but on the actions of the person.
15 You seem to have the wrong priorities in
16 terms of people that are on staff that have very,
17 very bad interactions with staff. They should not
18 be on committees.
19 I also have been listening to all the
20 comments, and it's just unfathomable the lies that
21 Margaret Martini and all these people view about the
22 recall committee. The recall, there's not a
23 committee. The recall is a grassroots organization
24 of hundreds and hundreds of people in this community
25 from all walks of life. They are not representing

26

1 should be taken down if they're not right, but it's
2 not part of my character. It's part of me trying to
3 express to people that we got a bad element in this
4 town.
5 Because of all the things that are going
6 on right now and the attack mode that these people
7 are in, I am respectfully declining to serve on this
8 Golf Committee. It would be beneficial to you if I
9 did, but I think it's better that we put some new
10 blood out there and do it. I'm just going to
11 withdraw my application --
12 (Expiration of three minutes.)
13 MS. KNAAK: Yolanda Knaak, Martis Peak
14 Drive.
15 I just wanted to weigh-in on something
16 that John Eppolito has mentioned, and we do have
17 some serious concerns with zoning change for Area 1
18 in our town. It's putting us over 56 (inaudible)
19 risk, something we really need to take a stand on.
20 Then also these land deals, it's
21 practically impossible to get information. If I had
22 known that it was going to be in the meeting today,
23 the Washoe County Commissioners' meeting, I would
24 have tried to weigh-in on it at that time.
25 But this is something that, you know,

28

1 one topic at all. And they should be listened to.
2 The people supporting the recall speak the facts,
3 they don't tell lies. And the truth will come out.
4 And we hope that Sara and Matthew will not
5 put the community through a recall election and do
6 the right thing and resign. The latest losses of
7 the Director of Golf, the Golf Pro show how poorly
8 you have been working with the community and the
9 horrors you have created that you can't keep staff.
10 Please do the right thing. Please spare us the
11 agony of an election. But if you don't want to,
12 there will be one.
13 Thank you.
14 MS. MCKOWEN: Kevin McKowen. 335 Ski Way.
15 You know, there's so many issues going on
16 in town. No one likes the divisiveness. But, you
17 know, after being in business for 45 years, what I
18 find atrocious, if I had all my senior managers quit
19 in a company ran, I would immediately find out who
20 they reported to and get rid of them.
21 So Sara and Matt, I mean, you're sitting
22 back, you know the recall's going on, and I think
23 the appropriate thing to do is to resign.
24 Now as far as Frank Wright goes, Frank
25 Wright's called my wife every name in the book.

29

1 Frank Wright has two aliases on Nextdoor, everybody
 2 knows it. He is just a thorn in this community and
 3 this town's side.
 4 So look, we have a lot of people in town
 5 that would be great on the IVGID board. Here's why
 6 they will not run, which hurts us all. It's because
 7 of the angry eight. Most of them would rather shoot
 8 themselves in the face than deal with all the angry
 9 eight, Frank Wright, you know, all the people,
 10 right? Katz and Martini. They are all lovely
 11 people, I'm sure, but I don't know why they stay in
 12 town when they just can't stand it here. I mean,
 13 just leave. And create the harmony that we all
 14 moved here for, whether we retired here.
 15 The other thing I liked Mr. Eppolito
 16 saying, yeah, there is an issue of us granting
 17 rights to multimillion dollar condos being built
 18 when Reno and Carson has great jobs, why can't we
 19 get people? Why do the several restaurants in town
 20 open three or four nights? Gee, I'll tell you why:
 21 They can't find help. Why? Because people can't
 22 afford to live here, and they're not coming up from
 23 Reno and Carson, especially in the winter, with the
 24 weather.
 25 Darren Howard's a great guy. He and Nick

31

1 TRUSTEE TULLOCH: I'd like to move item F
 2 1 from the consent calendar to the general business.
 3 I made a request previously that we had details of
 4 why this payment was due. This is, I understand,
 5 something going back to the previous board, but
 6 there's still no explanation of it, just that
 7 somehow we're due 7,200, so I'd like to move this to
 8 general business, please.
 9 CHAIR DENT: Does anyone have an issue
 10 with moving that to general business?
 11 TRUSTEE TONKING: (No microphone.)
 12 CHAIR DENT: Regarding that item?
 13 TRUSTEE TONKING: Yeah.
 14 CHAIR DENT: We can have a discussion on
 15 that item at that point, if you're opposed to moving
 16 that, now would be the time to bring that up.
 17 TRUSTEE TONKING: My only concern with
 18 removing it, and I think Annie would have to speak
 19 to this, because it was discussed in a legal
 20 nonmeeting, how much of it can we disclose?
 21 MS. BRANHAM: Yeah. To the extent your
 22 question, Trustee Tulloch, are going to relate to
 23 what's in the staff report or if staff can clarify
 24 what's in the staff report, that would be okay.
 25 But it's a good point by Trustee Tonking,

30

1 Holligan both resigned today. These are great --
 2 Nick is from Scotland, he's got an A-plus record.
 3 What is going on? And Kyle. Kyle and I have been
 4 friends for years. Kyle left because of the Board.
 5 Dee left because of the Board. Bill left because of
 6 the Board.
 7 It seems like we are taking crazy pills.
 8 We got to get back sanity. Look, the recall, in the
 9 all documents they had, we're factual.
 10 Now Sara is knocking door to door, calling
 11 people, asking them to recant on their signature,
 12 which is abysmal, I think, because when you sign a
 13 document, that means you know clearly and you're
 14 sane in signing the document that you know what
 15 you're signing. And she's going, "I want you just
 16 to withdraw your name." What? I mean, what is
 17 going on? Sara, look --
 18 (Expiration of three minutes.)
 19 CHAIR DENT: Anyone else on Zoom?
 20 MATT: That was our final comment on Zoom.
 21 CHAIR DENT: All right. That'll close out
 22 public comment. Moving on to item D.
 23 D. APPROVAL OF AGENDA
 24 CHAIR DENT: Any questions or concerns
 25 with the agenda? We've already removed item G 4.

32

1 we should probably limit the discussion to what has
 2 been provided by staff and brief answers to any
 3 questions that you might have. But we should be
 4 careful not to delve in to anything that could be
 5 considered legal in nature.
 6 CHAIR DENT: Thank you for the reminder on
 7 that.
 8 Any other questions or concerns with the
 9 agenda?
 10 All right. The agenda is approved. We
 11 will move item F 1, that will become item G 1.
 12 Moving on to reports to the board.
 13 E. REPORTS TO THE BOARD
 14 E 1.
 15 CHAIR DENT: Report E 1 and E 2. Report E
 16 1 is interim General Manager's monthly status
 17 report. Can be found on pages 4 through 34 of your
 18 board packet.
 19 MR. BANDELIN: With the interest of
 20 providing and improving communication, staff has
 21 provided a different look to the General Manager's
 22 report within your packet. Staff will be providing
 23 a monthly venue status report for key venues and
 24 operations to the Board of Trustees and the
 25 community. Looking for some feedback on those

33

1 particular reports this evening. Do not have staff
 2 to, like, actually answer any questions on the
 3 reports this evening. They are not here, but
 4 certainly looking for some feedback on how to
 5 improve as we continue to provide a different look.
 6 These reports will be prepared for public
 7 works, parks and recreation, finance and accounting,
 8 human resources, IT, and ski and the golf, when
 9 they're in season, or possibly other times when
 10 there is relevant information from those venues to
 11 report on.
 12 Not really in the report, but I thought it
 13 might be a good opportunity -- if I can expand on
 14 this a little bit next month in the Diamond Peak
 15 report, I just wanted to share where we are with the
 16 Diamond Peak special use permit application. This
 17 application is nearly complete. I've been working
 18 with the U.S. Forest Service administrator for the
 19 Lake Tahoe Basin Unit, and a couple more things to
 20 do. And I would imagine by the end of next week
 21 that this application process will kind of be
 22 forwarded to the actual Forest supervisor with the
 23 Lake Tahoe Basin Management Unit for review and
 24 acceptance. And then I can bring back the special
 25 use permit to the Board of Trustees.

34

1 I might say that if there's been any kind
 2 of misconception about the acreage of the special
 3 use permit, that the -- all the infrastructure,
 4 including lifts, facilities, snow pipe, trails and
 5 so forth, all the constructed trails, those are all
 6 within District private property. So, the special
 7 use permit is really just the related ski area, ski
 8 terrain, what we call the "Solitude Canyon area" of
 9 about 296 acres, and then Golden Eagle Bowl, about
 10 96 acres.
 11 So, even if they're -- in the future, if
 12 there were concerns about the permit, the permit is
 13 for ten years, that it doesn't really affect the
 14 actual facility or the District-owned property.
 15 Just a couple of updates: Starting at the
 16 end of this week and through next week, we will be
 17 doing pavement maintenance, a lot of the community
 18 services venue. The Mountain Golf Course cart path
 19 project is nearly complete. Construction work
 20 schedule to be completed by the end of October.
 21 Then returning in the spring for the slurry sealing
 22 project. Phase 1(b), is we're calling it, of the
 23 effluent export line replacement project of 2,200
 24 linear feet is also scheduled to be completed within
 25 the last week of October.

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1 So, again, kind of a different look to the
 2 GM report. We just want to continue to be kind of
 3 precise and accurate. I think in the future,
 4 working with the Director of Finance, getting caught
 5 up a little bit, that we will see a lot more
 6 financials within the report, even sources and uses
 7 and acquisition. Then be able to eventually work
 8 with the Capital Improvement/Investment Committee,
 9 and kind of report on capital projects in a little
 10 bit more financial way versus just narratives.
 11 CHAIR DENT: Any follow-up questions from
 12 my colleagues?
 13 TRUSTEE SCHMITZ: I find the report much
 14 easier to read.
 15 The one thing I would just request, could
 16 we, going forward, as it relates to golf, there's
 17 nothing in here that see I that relates to food and
 18 beverage or events. And I think those are two
 19 essential components of our business, and I would
 20 like them to be included in the report.
 21 As far as questions, I will follow up with
 22 individual staff related to questions, given your
 23 suggestion this evening.
 24 TRUSTEE TULLOCH: Refreshing change. A
 25 report we can actually read and actually contains

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1 information. I think it's a great start.
 2 I do have a question on page 13 with
 3 regard to the Dog Park Committee. I'm a little bit
 4 confused. It just doesn't seem to align with what
 5 the previous direction from the Board. I'd also be
 6 concerned if there's a community survey going out
 7 and a community forum just been hosted purely by the
 8 Dog Park Committee, I don't think that was the
 9 intention of the Board. I don't think that was the
 10 direction from the Board previously.
 11 And I see statements like continued
 12 community support for a dedicated dog park. I think
 13 that was one of the reasons for the survey going
 14 out, to see if we did have that support.
 15 I can take it up with Director Leijon, if
 16 that's easier.
 17 MR. BANDELIN: Just consider that noted,
 18 and I'll follow up.
 19 TRUSTEE SCHMITZ: On that same subject, I
 20 didn't realize that the area that they were
 21 intending to encroach upon that goes toward the
 22 stream area in that upper area, that is in the disc
 23 golf. So that would have an impact on that.
 24 So, you know, there were things that I
 25 don't think we clearly understood. And I agree with

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1 the comments made by Trustee Tulloch that I thought
 2 we were going to be doing a community survey, and
 3 then also surveying the dog owners.
 4 I was hoping that maybe we would have some
 5 of that analysis already done. But we'll sit tight.
 6 TRUSTEE TONKING: I was just going to say
 7 I think my understanding is that there was a
 8 community survey, and we talked about possibly
 9 having at one of our community forms, the topic be
 10 the dog park. I think that's where that's coming
 11 from.
 12 I think we gave direction to -- from the
 13 Board to start doing the survey. But if not, do we
 14 need to bring the item back to make sure we can give
 15 that direction? Just so we can put it on the
 16 agenda.
 17 CHAIR DENT: If that's something that
 18 needs to come back at the next meeting, let's get it
 19 on the agenda this week.
 20 Any further discussion or comments? I,
 21 too, like the new format, so thank you for that. It
 22 is a little bit more clear to have everything broken
 23 down by department.
 24 TRUSTEE SCHMITZ: I do recall that we
 25 clearly gave direction to do a community survey.

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1 And also there was direction that was given by, I
 2 believe, Director of Parks and Rec, that she wanted
 3 to do some informal surveying of the dog owners.
 4 So, that direction was given. I would
 5 like to see it on our calendar to see the results of
 6 that.
 7 TRUSTEE TONKING: We don't need to approve
 8 the survey or anything; correct?
 9 CHAIR DENT: I think we already gave
 10 direction --
 11 TRUSTEE TONKING: No. I just mean we
 12 don't have to approve the actual survey itself?
 13 CHAIR DENT: We've never approved a
 14 survey, so no.
 15 TRUSTEE TONKING: Okay. I just know that
 16 the last Dog Park Committee, we brought it back to
 17 be approved, so I just wanted to clarify.
 18 CHAIR DENT: General Manger Bandelin,
 19 perhaps you could get back to us offline regarding
 20 this item. Appreciate it. Thank you.
 21 Any other comments or questions regarding
 22 the General Manager's report?
 23 Seeing none, that will close out item E 1.
 24 Moving on to item E 2, the treasurer's report,
 25 payment of bills.

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1 E 2.
 2 TRUSTEE TULLOCH: Just on page 35 of the
 3 packets, shows the major bill payments done per
 4 month:
 5 3.18 million paid out, a large part of it,
 6 to Granite Construction for the pipeline, the major
 7 one's just over 2 million and a quarter of a million
 8 to Granite Construction.
 9 NV Energy, our regular one.
 10 Western Nevada Supply, 81k.
 11 Mike Menath Insurance, our annual
 12 insurance premium, 225k.
 13 Geotechnical Enviromental Services, 112k.
 14 I believe that was also for the pipeline.
 15 Clark Equipment, Dell, for IT equipment,
 16 and Dell, again, for their --
 17 I would also like to say that I've been
 18 working with interim Director of Finance, I think
 19 next month's treasurer's report is going to be a lot
 20 more informative, a lot more effective. We've been
 21 developing a financial report that should be --
 22 actually meaningful and tells us what is happening.
 23 I'd love to say it tells us what is in the bank, but
 24 we still haven't reconciled the bank account, so
 25 it'll give an approximation.

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1 But, yes, I think you'll find a material
 2 change in next month's treasurer's report.
 3 TRUSTEE SCHMITZ: Annie, I promise not to
 4 go off script.
 5 I just wanted to bring to the Board's
 6 attention that we all received an email from a
 7 constituent expressing concerns about the CMAR
 8 contract with Granite.
 9 And I did take time and reviewed all of
 10 those contracts, and I do have some questions in
 11 regards to it. And if we want to talk about that
 12 any further, we can do that at the end of the
 13 meeting with our update section.
 14 CHAIR DENT: Any other questions or
 15 comments for our treasurer?
 16 All right. Seeing none, that will close
 17 out item E 2. Moving on to item F.
 18 F. CONSENT CALENDAR
 19 CHAIR DENT: We have removed item F 1. We
 20 do have the approval of the regular meeting minutes
 21 for July 26th, we have the approval of the special
 22 meeting minutes from August 24th, and we have the
 23 approval of the regular meeting minutes for August
 24 30th.
 25 I'll entertain a motion.

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1 TRUSTEE TONKING: I move the Board of
2 Trustees approve the consent calendar.
3 CHAIR DENT: A motion's been made. Is
4 there a second?
5 TRUSTEE SCHMITZ: Second.
6 CHAIR DENT: Motion's been made and
7 seconded. Any further discussion by the Board?
8 All those in favor, state aye.
9 TRUSTEE TONKING: Aye.
10 TRUSTEE TULLOCH: Aye.
11 TRUSTEE SCHMITZ: Aye.
12 CHAIR DENT: Aye.
13 Motion passes, 4/0. Thank you. That will
14 close out the consent calendar. Moving on to item G
15 1, formerly F 1.
16 G. GENERAL BUSINESS
17 G 1.
18 CHAIR DENT: Approve and final payment in
19 the amount of \$7,200 to Erickson, Thorpe and
20 Swainston for legal services in the Smith vs. IVGID
21 lawsuit. This can be found on pages 37 through 38
22 of your board packet.
23 Trustee Tulloch, you did pull this item.
24 Did you want to ask a question of legal counsel?
25 TRUSTEE TULLOCH: I just -- the reason I'm

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1 approximately 5,000, and then we'll consider the
2 claim settled.
3 But I don't think there's any dispute that
4 the services were actually provided on behalf of the
5 Board. I think it's probably just one of those
6 wrinkles of when the invoice was actually mailed or
7 if it fell between the cracks or something like
8 that. But I think the work itself was under
9 contract.
10 CHAIR DENT: I just want to add to this,
11 and since you were part of the negotiations, if
12 there's something that you would like to speak to
13 regarding that, you're welcome to, interim General
14 Manager.
15 As it relates to this item and having sat
16 on that board, it's my understanding former general
17 manager and former board chair reached an agreement
18 with this law firm, and we were not going to be
19 paying anything further, given that we cannot find
20 anything in writing in any documentation of that.
21 It has since come to our -- I guess, we
22 have since been noticed by the law firm that we
23 still owe them a bill.
24 So, I think we all thought this was behind
25 us; however, there's nothing that has been

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1 asking is, obviously, this contract predates me on
2 the Board. And I was under the impression the
3 previous board approval for amount of this had all
4 been settled. That's just -- I'm curious with how
5 we're suddenly faced with another \$7,200 for
6 something that -- a contract I believed to be
7 previously settled. That was the reason -- I think
8 I expressed this last time this was on the agenda.
9 That's why I asked for some further information.
10 CHAIR DENT: Annie, do you mind speaking
11 to this?
12 MS. BRANHAM: Sure. My understanding of
13 the situation is that there was a final invoice for
14 the services provided by that firm. I don't know if
15 it was that it just wasn't paid at the time, and
16 everyone didn't realize until many months had
17 passed, and that's why it came back up so late. Or
18 if it was something where they weren't aware that
19 they hadn't billed for certain work they had done
20 and finalized.
21 I think what happened, whatever that
22 discussion was, resulted in the settlement
23 discussion in the amount that they were originally
24 claiming was over \$10,000, so part of the settlement
25 was to say, okay, we're going to reduce that by

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1 documented, and now it's something that the interim
2 General Manager been tasked with figuring out.
3 Any further discussion?
4 TRUSTEE SCHMITZ: I have a clarification
5 question: Do we know whether this was within
6 budget, and do we know that this work that was
7 requested was approved by the board?
8 MR. BANDELIN: I can't answer that.
9 TRUSTEE SCHMITZ: Thank you.
10 TRUSTEE TULLOCH: That clears it up. It
11 was my understanding that project had been closed,
12 and they authorized an amount to be spent.
13 I just wanted some clarification.
14 Appreciate that.
15 CHAIR DENT: I'll entertain a motion on
16 this.
17 TRUSTEE TULLOCH: I'll make a motion that
18 we approve the settlement as per the \$7,200 to be
19 paid to Erickson, Thorpe and Swainston in settlement
20 for the work conducted in Smith vs. IVGID.
21 CHAIR DENT: Motion's been made. Is there
22 a second?
23 TRUSTEE TONKING: Second.
24 CHAIR DENT: Motion's been made and
25 seconded. Any further discussion by the Board?

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1 Seeing none, all those in favor, state
 2 aye.
 3 TRUSTEE TONKING: Aye.
 4 TRUSTEE TULLOCH: Aye.
 5 TRUSTEE SCHMITZ: Aye.
 6 CHAIR DENT: Aye.
 7 Motion passes, 4/0. That will close out
 8 item G 1, formerly F 1. Moving on to item G 2.
 9 G 2.
 10 CHAIR DENT: Review, discuss, and possibly
 11 appoint members of the community to the Board
 12 Advisory Committee on Golf. This can be found on
 13 pages 586 through 633 of your board packet. The
 14 applicants are: Armand Simon, Seven Ross, Robert
 15 Watson, Elyse Gut, John Johnson, Polly Wolf,
 16 Katherine Holland, Robert Riccitelli, Harry Swenson,
 17 Judy Miller, Todd Wilson, and, finally, Frank
 18 Wright.
 19 Trustee Tonking, this is your item, so I
 20 will go ahead and pass this to you.
 21 TRUSTEE TONKING: I believe Frank Wright
 22 has removed his name, just as an update.
 23 And then in terms of -- as you all know,
 24 this has been a long process. We had it scheduled,
 25 we moved it because we felt like there should be

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1 alternatives for people who could not be here. From
 2 there, then we had it scheduled, but due to the
 3 meeting changes, I had more than half of the
 4 candidates not be able to show up, so we felt it
 5 made sense to add -- to have them answer the
 6 questions from the committee and do that with the
 7 opportunity to speak during public comment. So that
 8 was the process that took place. Chair Dent and I
 9 had those discussions.
 10 And then my one concern, Annie, is I have
 11 one waiver that has not been signed. Does that
 12 matter? Is there a way we can work around if we
 13 aren't talking about character?
 14 MS. BRANHAM: Yes. I will give you the
 15 conservative legal advice. I'll kind of explain
 16 what the statute says and what's been done
 17 historically, then, ultimately, you can make the
 18 finally call, but I will give you a couple of
 19 options that I would recommend.
 20 It's always been our recommendation since
 21 we've been counsel that there are ways under NRS
 22 241.033 that you can open up a discussion like this
 23 for discussion of someone's competency/character,
 24 you know, that term is pretty broad, it's been
 25 interpreted pretty broadly, which is why it's always

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1 a recommendation to follow that statute.
 2 You can either provide notice, in advance,
 3 by personal service or by mail in advance to the
 4 person. In that case, you don't need a signature,
 5 you don't need the waiver, you don't need anything
 6 like that. The waiver is an alternative to that
 7 option. So if you send the waiver out, you let the
 8 person know we're going to be discussing your
 9 character, your competency, things like that, at
 10 this meeting as it relates to the Golf Committee,
 11 then they can sign the waiver voluntarily, return
 12 it, and then we don't have to worry about the notice
 13 procedures.
 14 It's always been our recommendation to
 15 notice people. I understand we have a couple
 16 examples of people who have joined a committee and
 17 said, Well, I don't remember receiving notice or
 18 signing a waiver.
 19 Apologies if that's not been done in the
 20 past. It's -- we have documentation that we've
 21 always advised that the waiver be signed or, at the
 22 very least, that the notice be given in accordance
 23 with the statute. So, anything that's been done in
 24 the past is not something we're discussing tonight.
 25 But we did try to get all the candidates

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1 to sign those waivers so that you guys could have an
 2 open and frank discussion about the qualifications
 3 of the committee members. Given that one of the
 4 candidates who, you know, one withdrew, didn't sign
 5 the waiver, we have one remaining who didn't sign
 6 the waiver, our recommendation, two parts, is either
 7 to postpone this again so that we can provide
 8 them -- she doesn't have to sign a waiver, but we
 9 could provide her the notice and that way you can
 10 have a full and open discussion of that candidate as
 11 well. Or just to remove that candidate from the
 12 pool of potential applicants so that you don't have
 13 to worry about the violation.
 14 But our recommendation is not necessarily
 15 to go forward with a full discussion of every
 16 candidate, including the one who didn't sign the
 17 waiver, just over concern that section of the OML
 18 would be violated.
 19 TRUSTEE TONKING: I have another question,
 20 actually. Is there a way around that if we don't
 21 feel the need to talk about a candidate's character
 22 right now?
 23 MS. BRANHAM: It's a gray area, I'll say.
 24 We don't have a lot of guidance on what it means to
 25 talk about character or competency. Our advice on

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1 that point tends to be broad because it's not
2 entirely clear what a court would feel falls under
3 the category of character or competency.
4 As you're discussing the qualifications of
5 someone for a committee, I think it's difficult to
6 say you're not falling within the broad category of
7 competency, just to choose one of the words. That's
8 our thinking on it, that it's difficult to have a
9 discussion about a candidate without discussing
10 their competency.
11 TRUSTEE TONKING: Okay. I was just going
12 to say, personally, I don't feel like there's a need
13 to talk about any candidate's competency. But if
14 people feel differently, that they want to have a
15 robust discussion, then I do believe we remove that
16 one candidate. But if people don't feel the need, I
17 think we can leave it. I don't know how others
18 feel.
19 CHAIR DENT: I'm very much in line with
20 you as it relates to this. We've never had to go
21 through this process before as it relates to
22 noticing people, and this is a fairly new thing that
23 we are practicing, I guess, at the District. And
24 I've asked legal counsel to brief all of us on this,
25 and it could be outside of this meeting because

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1 have time to notice them on.
2 TRUSTEE TONKING: Perfect.
3 So there is 11 candidates. I believe that
4 Chair Dent sent us all an email to send to Annie or
5 her email address so we could send her with our
6 choices. Does anyone want to have a discussion?
7 TRUSTEE SCHMITZ: I just want to say thank
8 you for all the qualified applicants. This is not
9 an easy decision to narrow this down. I was sort of
10 saying, Maybe we should pick a few so that when we
11 all put our votes in, there's names that will pop
12 up.
13 But just -- I want to acknowledge the
14 wonderful community members who have applied for
15 this committee. There's a field that are very, very
16 well qualified, so if you're not selected, please
17 don't take anything personally.
18 CHAIR DENT: Next steps would be we're
19 emailing Annie.
20 TRUSTEE TONKING: Then I'm guessing if
21 there's a bunch on the cusp, then we'll keep doing
22 this process.
23 CHAIR DENT: Yeah. One thing maybe we do
24 is let's do -- we have four.
25 TRUSTEE TONKING: We have five.

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1 there's a lot of questions that have come up as
2 we've gone through this process.
3 I am fine not talking about anyone's
4 character. I appreciate all the applicants and
5 their willingness to be a part of this process.
6 TRUSTEE TULLOCH: I think that's -- well,
7 I'll refrain from comment. I know when I previously
8 applied to committees, this was never something
9 involved, but be that as it may.
10 I would have thought that, given that
11 we're not able to interview the candidates in
12 question, as a member of the audience pointed out in
13 public comment, this is much more effective as a
14 two-way one, I think since we're not able to
15 actually do that, I think the only course of action
16 is to base or decisions based on forms returned.
17 We've told candidates that is going to be the modus
18 operandi, so I don't think it would be fair to
19 discuss candidates in any other form in the terms of
20 that. All we can do is select candidates based on
21 the returns and based on our knowledge of people.
22 CHAIR DENT: All right. Okay. Well, then
23 I think we are all on the same page that we're
24 fine moving forward, and we don't need to disqualify
25 someone for not signing the waiver that we didn't

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1 CHAIR DENT: Let's send our top five, and
2 that way it allows the process to move forward
3 without stopping. Let's do our top five.
4 TRUSTEE TULLOCH: Yeah, not sure how you
5 can do five at once.
6 MS. BRANHAM: If I could just jump in
7 really quick. I can give you kind of a procedural
8 what we were thinking. So you'll send me your top
9 five. The email itself that you send me will be a
10 public record after the meeting, so just keep that
11 in mind. It's for purposes of just aggregating so
12 that it's not clear who -- which specific trustee
13 voted for which specific person at this time.
14 If you send me your top five, I'll collect
15 them all, and then what I am planning to do to is
16 count and say this candidate got five total votes,
17 top number one or number two, or I'll go through and
18 say how many votes each person got. And then if we
19 need to rank further, we can.
20 CHAIR DENT: Okay. How about put them in
21 order one through five.
22 (Board sending emails to Ms. Branham.)
23 CHAIR DENT: We're going to take a
24 five-minute break. If you need the little bit more
25 time just let us know. Resume at 7:15.

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1 (Recess from 7:08 P.M. to 7:21 P.M.)
2 MS. BRANHAM: We had one person get four
3 votes, that was the top, so that was Mr. Wilson. We
4 had two people get three votes, that would be
5 Swenson and Riccitelli, apologies if I'm
6 mispronouncing any names. I think we've got one,
7 two, and three set on the committee.
8 Then we have a three-way tie with two
9 votes each. So I think you'll need to discuss how
10 to go about choosing of these candidates. So with
11 the three-way tie with two votes, we have
12 Mr. Johnson, Ms. Holland, and Mr. Simon for that
13 fourth spot.
14 TRUSTEE TULLOCH: Are you counting the
15 alternates in that?
16 MS. BRANHAM: Yes. I took all five that
17 everyone named and added -- did everyone name them
18 in the order they wanted them picked in?
19 TRUSTEE TULLOCH: Can I just make a point
20 of clarification? Because, theoretically, if you
21 just count the alternates in there, theoretically,
22 one -- five people could vote for the same
23 alternate, and you can get more votes than the four
24 that we selected.
25 TRUSTEE TONKING: Can you tell us without

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1 take Johnson and Simon and decide and send an email
2 or text to Annie.
3 CHAIR DENT: Correct.
4 Trustee Schmitz, do you need a few more
5 minutes before we vote?
6 (Inaudible response due to no mic.)
7 CHAIR DENT: All the candidates are good.
8 I would agree.
9 TRUSTEE TONKING: I do have a concern that
10 we might think about going forward, is that the only
11 woman is going to be myself on that committee. So
12 just a thought to think about if we need to think
13 about it going forward. I just realized that.
14 CHAIR DENT: Understand your concerns, but
15 I don't think that's one of the qualifications that
16 would -- yeah.
17 TRUSTEE TONKING: That if we want that
18 perspective, we do not have it.
19 CHAIR DENT: Annie, have you received a
20 response from all of us?
21 MS. BRANHAM: Just waiting on Trustee
22 Schmitz.
23 I have received the votes for the fourth
24 spot, and that will be Mr. Simon.
25 CHAIR DENT: Okay. So just to run through

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1 the alternate, and then just do the top four,
2 without people's alternate?
3 MS. BRANHAM: Yep. Sure can. Give me one
4 more second.
5 CHAIR DENT: We don't know. The question
6 was: Who was already selected?
7 You guys, turn your mics on when you're
8 talking, please.
9 MS. BRANHAM: Okay. That has narrowed it
10 down a bit. We have -- not counting alternate votes
11 this time, we have Mr. Wilson with four, he would be
12 the top vote getter, and then we have Swenson with
13 three, and then Mr. Riccitelli with three, so that
14 would be one, two, and three. Now we have a two-way
15 tie for Johnson and Simon. That narrowed it down by
16 one person.
17 CHAIR DENT: Johnson and Simon, this is
18 using the top four candidates. Okay. Committee
19 chair Tonking -- trustee Schmitz what's wrong?
20 (Inaudible response due to no mic.)
21 CHAIR DENT: Correct. We can have a few
22 minutes.
23 Trustee Tonking, do you want to discuss
24 the next steps?
25 TRUSTEE TONKING: Yeah, so I think then we

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1 those, we have Mr. Wilson, Mr. Swenson, Mr. Simon,
2 and Mr. Riccitelli; is that correct?
3 MS. BRANHAM: That's correct. That
4 matches my record as well.
5 CHAIR DENT: Thank you. We appreciate you
6 helping us through that process.
7 TRUSTEE TULLOCH: Yeah, based on that, I'm
8 assuming, Annie, then if somebody drops out, the
9 alternate would be Mr. Johnson?
10 MS. BRANHAM: Yes. As long as that works
11 for you all, if we get consensus on that, I'm fine
12 with that.
13 CHAIR DENT: I will entertain a motion on
14 this item.
15 TRUSTEE SCHMITZ: I make a motion to
16 nominate Mr. Wilson, Mr. Swenson, Mr. Riccitelli,
17 Mr. Simon, and Mr. Johnson as an alternate on to the
18 board-appointed Golf Committee.
19 CHAIR DENT: Motion's been made. Is there
20 a second?
21 TRUSTEE TULLOCH: I'll second.
22 CHAIR DENT: Motion's been made and
23 seconded. Any further discussion by the Board?
24 Seeing none, call for question, all those
25 in favor, state aye.

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1 TRUSTEE TONKING: Aye.
 2 TRUSTEE TULLOCH: Aye.
 3 TRUSTEE SCHMITZ: Aye.
 4 CHAIR DENT: Aye.
 5 Opposed? Motion passes 4/0. Thank you
 6 for that. And thank the committee members or our
 7 newly formed Golf Committee. We appreciate -- the
 8 folks that weren't selected, we appreciate you
 9 putting your name in the hat and thank all of you.
 10 That will close out item G 2 -- G 3. That
 11 will close out item G 3 -- G 2. Moving on to item G
 12 3.
 13 G 3.
 14 CHAIR DENT: Review, discuss the financial
 15 ratification of the Department of Finance's staffing
 16 increase and approval of recommended adjustments for
 17 consulting services. Requesting staff member
 18 interim Director of Finance Bobby Magee. This can
 19 be found on page 634 through 646 of your board
 20 packet.
 21 MR. MAGEE: Thank you, Chair Dent and
 22 members of the Board.
 23 This item tonight, while it's a new staff
 24 report and new item, this is a continuation of the
 25 discussion that the Board held on August 9th and

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1 that have been developed, they've been approved,
 2 administratively, by the interim General Manager,
 3 which is the normal process. We've included them
 4 into the Board's packet; however that is not a
 5 recommended actionable item for tonight because, as
 6 time moves on and these positions are recruited a
 7 second time or a third time, staff would need the
 8 flexibility in order to change a single word if they
 9 needed to, and if the Board were to approve it,
 10 staff would have to come back to the Board to make
 11 any change at all. So that's why we're including
 12 that as information only.
 13 At the August 24th meeting, the second
 14 item that the Board directed us to bring back was
 15 identifying any additional consulting services that
 16 may be needed for the future budget augmentation,
 17 which I'm anticipating will come sometime in late
 18 January, early February, once we get the final
 19 figures worked out.
 20 And so there were two items that we
 21 identified, and the first one is related to the
 22 audit and what is known as the ACFR, the annual
 23 comprehensive financial report, and actually putting
 24 that document together. That is a very
 25 labor-intensive process that, right now with so many

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1 August 24th, and just to recap very, very briefly,
 2 the actions the Board took at that time.
 3 On August 9th, the Board directed staff to
 4 create an internal auditor position, and so we have
 5 been working with the human resources director on
 6 developing that job scope. Then there were a number
 7 of other items that were approved that are there in
 8 the staff report.
 9 And then on August 24th, the Board
 10 conceptually approved the addition of two positions,
 11 one being an assistant director of finance, and the
 12 second one being a management analyst. And that was
 13 pending final approval by the Board at tonight's
 14 meeting. I know that the Board had an interest in
 15 looking at what the final title -- the recommended
 16 title of these positions was, the salary grade, and
 17 the job descriptions.
 18 And so just in the interest of full
 19 transparency, we have attached the job descriptions
 20 for all three of these positions; one has already
 21 been approved by the Board, two of them were
 22 conceptually approved by the Board pending final
 23 approval, so that's what we're recommending tonight
 24 is ratification of the remaining two positions.
 25 And I will say that the job descriptions

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1 vacancies in the finance department, we just don't
 2 have the staff to be able to do that. And so we
 3 reached out to Davis Farr. They indicated that they
 4 would -- they did have capacity to help us with
 5 putting that document together. The expected cost,
 6 they said, would be somewhere around \$8- to \$9,000.
 7 We're recommending 10 so there's a little bit of
 8 contingency money in there should anything go
 9 sideways on that project.
 10 And the second item that we're
 11 recommending has been completed in years past. My
 12 understanding is that previous director did one of
 13 these a few years ago, which is a long-range fiscal
 14 sustainability plan and a long-range financial plan.
 15 And essentially what this document is is it takes a
 16 look at the expected revenues over a ten year
 17 period, the expected operating expenses and known
 18 capital needs over that same period, and puts
 19 together a plan, a thoughtful plan, on whether we
 20 believe that budget solutions will be needed in
 21 order to balance the budget in future fiscal years,
 22 or if we believe that we're meeting the current
 23 demands.
 24 And I will say to the Board that this is
 25 more of a nice-to-have item tonight. There are a

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1 number of things that staff would need to complete
 2 before we could even issue an RFP for a long-range
 3 financial plan or fiscal sustainability plan.
 4 We would need to, for example, take a look
 5 and bring back to the Board some of the five-year
 6 capital improvement projects, make sure that we're
 7 all on the same page with what it is the Board's
 8 priorities are prior to us being able to issue this
 9 plan anyways.
 10 And so we were directed at the August 24th
 11 meeting to identify these types of things, and I do
 12 want to make it clear to the Board that if this item
 13 is ultimately approved tonight, this will very
 14 likely not be issued until the very end of the
 15 fiscal year, and it may even roll into the next
 16 fiscal year before an activity like this would be
 17 able to commence, given all the other work that
 18 needs to happen prior to this RFP for these types of
 19 services being issued.
 20 With that, I'm happy to answer any
 21 questions that the Board may have.
 22 CHAIR DENT: Thank you.
 23 TRUSTEE TULLOCH: I think, overall, this
 24 is a good approach. As we discussed in the
 25 long-range financial plan, I think the difficulty in

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1 everything went completely sideways. We believe
 2 that the ultimate ask for the budget amendment will
 3 be something less than that.
 4 Now, for example, the internal auditor
 5 position, that current estimated cost cell, that is
 6 the fully loaded cost and benefits salary of that
 7 position for the entire fiscal year. Obviously,
 8 it's already September 19th, so we know we're not
 9 going to spend that full amount.
 10 The reason we included into the table is
 11 we're currently using consultants to provide some of
 12 these services that we believe will ultimately be
 13 filled through that position, the assistant director
 14 of finance position, and the management analyst
 15 position.
 16 What actual saving are, I would hate to
 17 speculate. What I will tell you is these items are
 18 ready to go, the human resources director is
 19 listening tonight. If the Board ultimately ratifies
 20 these last two positions, all three positions will
 21 be floated within the next hour and out to the
 22 public, and we will start the recruitment
 23 immediately.
 24 TRUSTEE TULLOCH: Okay. Maybe I didn't
 25 make myself clear. Given that we have various

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1 trying to do that is, given that we're not a
 2 traditional government with just most of our
 3 revenues coming from tax revenues, given that 75 to
 4 80 percent of our revenues come from user fees, it
 5 becomes a bit more speculative.
 6 And also looking at the Moss Adams
 7 proposal, which I think we all recognized and need
 8 to revise the strategic plan, I think, yeah, I would
 9 park this until we improvise the strategic plan. I
 10 think it would be more effective then. I don't
 11 think it would show very much at the moment. I
 12 think we need to revise the strategic plan.
 13 And that would also need to integrate with
 14 the long-term -- the five-year capital plan that,
 15 hopefully, the Investment Committee is going to get
 16 to.
 17 Otherwise, I think, yes, I'm on board with
 18 this.
 19 One suggestion, you mentioned there will
 20 be salary savings. There's none of these savings
 21 shown here. Have you got an idea of what the level
 22 of salary savings you're expecting?
 23 MR. MAGEE: Yes. That's correct. And so
 24 of the items that are listed on the table here, we
 25 believe that that is the fully loaded cost if

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1 vacancies in the finance department at the moment,
 2 there will be commensurate salary savings there
 3 because we've authorized additional funds for all
 4 the consulting staff, haven't we?
 5 MR. MAGEE: That is correct. And that's
 6 one of the items that we will be looking at very
 7 closely before we come back with a final recommended
 8 budget augmentation, is that we know we have
 9 existing vacancies within the department now, such
 10 as the controller, the accounts payable technician,
 11 and the senior accountant position, for example.
 12 All of those are currently vacant. And those will
 13 be factored in.
 14 TRUSTEE TULLOCH: I'm not sure if we've
 15 confirmed it, but my understanding is we have a new
 16 controller starting soon?
 17 MR. MAGEE: Yes. I actually have
 18 wonderful news on that front. After the Board made
 19 the adjustments to the controller position in the
 20 way we advertised it and adjusting the salary grade
 21 slightly, on August 9th, we instantly received just
 22 a flood of highly qualified, highly educated
 23 candidates, and we immediately jumped on that.
 24 We were able to identify the top-rated
 25 candidate, and I'm exceptionally happy to announce

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1 that we expect her to start on October 9th, would be
 2 her start date. She is exceptionally well qualified
 3 for this position.

4 TRUSTEE TULLOCH: Thank you. That's
 5 important. The sky is not really falling, and the
 6 last I looked, toilets still flushed and faucets
 7 still run as well. That's good. And things are
 8 moving forward on the finance front.

9 One final point, I think there was an
 10 excellent point made in public comment, which I
 11 would fully support, with regard to the reporting
 12 structure for the internal auditor. I would ask you
 13 to think about that as we move forward as well. I
 14 think that would be commensurate with my views on it
 15 and my experience in these positions.

16 MR. MAGEE: Yes. Thank you.

17 For that, we did discuss that internally
 18 at the staff level on whether this position should
 19 report to the General Manager or directly to the
 20 Board. Obviously, we want this person to have a
 21 degree of autonomy in doing their work. And so here
 22 in the western United States, it's a very common
 23 structure to have the Board have one employee, which
 24 would essentially be the General Manager, and that's
 25 ultimately where we landed on this recommendation.

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1 If the Board wished to have a second
 2 employee, which would be the internal auditor, if
 3 the Board would provide that direction tonight, we
 4 can certainly make that change.

5 TRUSTEE TULLOCH: Yeah. I think the
 6 suggestion that was floated was, yes, it's basically
 7 reporting to the General Manager for wages and
 8 conditions, if you like, and just the general
 9 housekeeping, but also reporting line -- I think the
 10 suggestion made was the director of the Audit
 11 Committee, which I think it probably the safest
 12 place, rather than reporting to the Board. But
 13 that's just a personal view. I think that was the
 14 comment expressed in public comment.

15 TRUSTEE SCHMITZ: One of the things
 16 that -- in the job description for the internal
 17 auditor, one of the things that I thought the Board
 18 had given clear direction on is that we wanted the
 19 internal auditor to also review and assist in
 20 standard operating procedures, and I didn't see that
 21 listed in the summary of responsibilities. And so I
 22 wanted to ask if that can be something that's added,
 23 because I think that was the direction of the Board.

24 MR. MAGEE: Sure. We can certainly get
 25 that added.

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1 TRUSTEE SCHMITZ: Okay. Then this -- I
 2 spoke with Washoe County's internal auditor, but
 3 this was a long time ago when I was working on
 4 drafting the Audit Committee charter. And I am
 5 recalling that their internal auditor does report to
 6 the general manager, but I believe with the dotted
 7 line to the audit committee.

8 If that's not something that we feel
 9 comfortable with and, perhaps, there should be some
 10 sort of a dotted line to the Board. The whole
 11 reason behind it is to have assurance of
 12 independence and have the ability for someone to not
 13 be influenced one way or another, but to do their
 14 job independently. So, I think that's something
 15 that should be thought about.

16 The other thing from my perspective is
 17 that I still -- first of all, to back up, I concur
 18 with Trustee Tulloch's comment about the long range.
 19 I really like what you put in here, I thought it was
 20 great, and this is something that the District
 21 hasn't had and we really need it. It helps us to
 22 understand our long term, what we intend to have for
 23 a rec fee and that sort of thing, so I think it's
 24 good.

25 But I do agree with Trustee Tulloch that,

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1 given where we are and given what we found with the
 2 Moss Adams report, that, perhaps, we need to take
 3 that step first. So that will be on our long-range
 4 calendar, I believe, to make sure we take the next
 5 step with the Moss Adams report.

6 But as it relates to the assistant
 7 director of finance, I still -- I feel like you're
 8 building a great team, and I'm not sure that that's
 9 something that we need to actually act upon at this
 10 time.

11 I feel like we're maybe taking too much
 12 on, and I don't disagree with it in concept, but I
 13 think that now we're building a good accounting team
 14 and we've got the controller coming in and we need
 15 to work on these Moss Adams initiatives and we're
 16 working on bringing in an internal auditor, I think
 17 we should just take one step at a time. I would
 18 recommend that we sit tight on actively trying to
 19 recruit and trying to fill that particular position
 20 at this time.

21 TRUSTEE TONKING: I'm also in agreement
 22 with Trustee Schmitz and Trustee Tulloch on removing
 23 that long-range financial plan/fiscal sustainability
 24 plan until a later date, especially given the
 25 conversation you also mentioned that we might not

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1 even get into it until the next budget year. So
 2 maybe that's something we talk about during the
 3 budget.
 4 I was thinking in terms of the internal
 5 auditor, you could even just do, like, a line that
 6 says reports to GM, the Audit Committee, or Board of
 7 Trustees, given whatever is the safest, because I
 8 think Trustee Schmitz hit a good point that
 9 sometimes none of those are the right people to
 10 report to. So I just think adding all options is
 11 probably good.
 12 But in terms of the assistant director of
 13 finance position, I was opposed to this position
 14 until I sat down with interim Director Magee, and we
 15 spent a lot of time talking about this and then
 16 during our discussion at the end of the month. I
 17 feel like this position is there to help deal with
 18 that list of things that was brought to us, and I
 19 it's think really important we start getting through
 20 some that.
 21 So, I'm still in favor of that position.
 22 TRUSTEE TULLOCH: Yeah. Just, again,
 23 thinking out loud here, and I haven't discussed with
 24 Director Magee or HR or anything. Perhaps -- I hear
 25 what both Trustee Schmitz and Trustee Tonking is

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1 saying. Yeah, I'd also expressed concerns
 2 previously about it.
 3 Maybe the correct approach now is -- we
 4 have acting -- interim Director Magee -- interim
 5 Director of Finance doing there and moving things
 6 forward, maybe the option now is to go with this
 7 assistant director in the meantime, and start slow
 8 rolling, pull back on recruitment of the new
 9 director of finance in the short term, since interim
 10 Director Magee is covering things. I think he's put
 11 in place lots of good plans.
 12 Maybe that might be the sensible approach
 13 in the short term.
 14 TRUSTEE SCHMITZ: So are you suggesting
 15 recruiting for the assistant director of finance
 16 with the thought and expectation that that person
 17 would take over the role of the director of finance?
 18 TRUSTEE TULLOCH: Not necessarily at this
 19 stage, but I think we have -- we need some
 20 continuity here. I think interim Director McGee has
 21 been putting some really good plans together, but I
 22 think that might be an option, rather than bringing
 23 in an assistant director of finance, then suddenly
 24 we've got another director of finance starting at
 25 the same time, and we lose the continuity. I kinda

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1 like the direction that we're actually achieving at
 2 the moment.
 3 CHAIR DENT: I tend to agree with you on
 4 that.
 5 And to your point, Trustee Schmitz,
 6 perhaps the assistant director of finance does
 7 become the director of finance, and I think that is
 8 something we talked about a month or so ago when
 9 this item came up, and we were working through it.
 10 As it relates to the long-range financial
 11 plan, I'm fine putting that on hold for right now.
 12 And I think I align with all three of my other
 13 colleagues on the Board.
 14 There was one other item on here that I
 15 wanted to weigh-in on that you guys did. Drawing a
 16 blank. The assistant director -- nope. I don't
 17 know.
 18 I'll just say I think the discussion on
 19 this item was good. I do like that idea. I think
 20 that may be the right approach right now. I mean,
 21 if we do -- if we are recruiting for a director of
 22 finance, we find a well-qualified individual, high
 23 rating, and we bring them in, now we have two
 24 director of finance that are kind of competing.
 25 Right?

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1 I think the right approach is just to
 2 focus on that assistant director, potentially cool
 3 down the recruiting aspect when it comes to the
 4 director of finance, allow interim Director Magee to
 5 continue to move forward with the plan he has in
 6 place, and the plan he's implementing.
 7 Anyone else want to weigh-in on this item?
 8 TRUSTEE SCHMITZ: I will agree with you,
 9 if we are filling this position with someone who
 10 could potentially become a director of finance.
 11 Because I think with the efforts that are being put
 12 into play today, that the organization will be much
 13 more stable and much more refined, as far as having
 14 work processes, work procedures, that sort of thing.
 15 So I think what we're doing is laying a good bedrock
 16 for a solid finance department.
 17 And if we can recruit someone who
 18 potentially could be a director of finance, then I
 19 can support that.
 20 CHAIR DENT: Any further discussion on
 21 this item? Because I'll entertain a motion.
 22 TRUSTEE TONKING: I move that the Board of
 23 Trustees ratify the additional positions of
 24 assistant director of finance, grade 40, and
 25 management analyst, grade 28, to the Department of

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1 Finance that were conceptually approved by the Board
 2 at the August 24th, 2023, special board meeting,
 3 while cooling down recruitment of the director of
 4 finance.

5 I also move that the Board of Trustees
 6 approve the additional items identified by staff for
 7 consulting services and direct staff to add the
 8 items of future budget augmentation without the
 9 long -- or with the exception of the long-range
 10 financial plan and fiscal sustainability plan.

11 CHAIR DENT: A motion's been made. Is
 12 there a second?

13 TRUSTEE TULLOCH: I'll second.

14 TRUSTEE SCHMITZ: I have a question.

15 CHAIR DENT: Motion's been made and
 16 seconded. Further discussion by the Board?

17 TRUSTEE SCHMITZ: That motion didn't
 18 include anything about the internal audit position.

19 TRUSTEE TONKING: I'm fine modifying the
 20 motion to include adding some language around -- the
 21 language discussed within the Board about the
 22 internal auditor position.

23 CHAIR DENT: Motion has been amended.
 24 Second amended as well?

25 TRUSTEE TULLOCH: Second. Yep.

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1 clarification from you on that one. That would be
 2 my only concern. And I believe that's why we have
 3 recommended that the position report to the General
 4 Manager. I did do some research.

5 And, Trustee Schmitz, I did see that the
 6 internal auditor position with Washoe County does
 7 report to the management team there, but this is a
 8 unique position.

9 I just wanted to make sure I wasn't
 10 misstating anything or misunderstanding the
 11 direction.

12 CHAIR DENT: Great questions. We
 13 appreciate you bringing those up. I will go to
 14 interim Director Magee. And then I think maybe the
 15 three or four of us give a little clarification on
 16 how we think that that individual should be
 17 reporting.

18 MR. MAGEE: My question is for counsel. I
 19 want to make sure that we -- when we were discussing
 20 this internally, we wanted to make sure that staff
 21 had the ability to modify job descriptions moving
 22 forward. And if the Board makes the recommendation
 23 to add this, then does that lock in this particular
 24 job description or just lock in that statement,
 25 even, on this particular job description?

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1 TRUSTEE SCHMITZ: Amended again.
 2 I will amend that again just to say that,
 3 in addition, the job responsibilities will be
 4 modified to include standard operating procedures as
 5 part of the responsibility of the internal auditor.

6 TRUSTEE TONKING: That's fine.

7 CHAIR DENT: Director Feore?

8 MS. FEORE: Can I ask a quick question
 9 regarding the direction from the Board on the
 10 internal auditor position? I overheard that the
 11 recommendation is is that this position possibly
 12 report to the General Manager and/or the Audit
 13 Committee chair. Did I understand that correctly?

14 CHAIR DENT: Great question. That's what
 15 I wanted to weigh-in on.

16 TRUSTEE TONKING: My understanding was
 17 reports to the general manager, Audit Committee
 18 chair or Board of Trustees, as the issue deems fair.

19 MS. FEORE: Okay. So my only question on
 20 that one that I just wanted to ask is if the Audit
 21 Committee chairperson is a volunteer, how does a
 22 District employee report to a volunteer? So that
 23 would just be something that we can speak offline
 24 about.

25 And/or, Annie, maybe I can get some

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1 Because we can certainly make that change
 2 without a formal motion, I believe, but if the Board
 3 has a level of comfort, we'll certainly accept that
 4 direction. I just would like some clarification on
 5 what the human resources director authority would be
 6 to modify this particular job statement moving
 7 forward.

8 MS. BRANHAM: I think the Board could,
 9 maybe, clarify specifically if their intent is to
 10 just include this specific statement in the
 11 document, and then allow staff to make additional
 12 changes in the future at their discretion, or if you
 13 want the whole description itself to come to the
 14 Board every time?

15 CHAIR DENT: It's my understanding from
 16 the discussion that was had at the Board that the
 17 Board has added that section to the job description
 18 to be included, per the discussion, the direction
 19 the Board has formerly -- or already given to staff.

20 So, there's no new action being taken by
 21 this board. We are just saying the Board has
 22 already directed staff to do this, and we're just
 23 asking that that be cleaned up and that description
 24 be modified to that prior direction the Board has
 25 given.

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1 Do we still have concerns?

2 MS. FEORE: Annie, I don't know if this is

3 something that you can speak on, but if the position

4 has a reporting responsibility to a committee

5 member, have you seen that in other agencies, and

6 how does that typically work?

7 MS. BRANHAM: No. I don't want to get out

8 over my (inaudible) and say for sure it is or it is

9 not permissible, but I'm happy to look into it if

10 the Board wants a specific paragraph in the job

11 description.

12 It may be that there are legal concerns

13 with one of these approaches. And so we may want to

14 double check that before we have a motion to

15 formally add a certain phrasing to the job

16 description.

17 CHAIR DENT: Okay. Continuing on with our

18 discussion.

19 TRUSTEE SCHMITZ: For clarification, I

20 don't think that the Board is indicating that they

21 want this job description to be the responsibility

22 and -- of the Board.

23 We were just giving feedback that had

24 already been provided, and so we would expect that

25 staff would just take that feedback and going

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1 forward, this is staff's -- staff has the authority

2 to change the job description. We just wanted to

3 add the one thing that we had requested prior. Does

4 make sense?

5 And as it relates to reporting to a

6 committee, I fully appreciate the concern. Perhaps

7 what we should suggest for assurance of independence

8 of the internal auditor, that they report to the

9 General Manager, and they have a dotted line to the

10 Board Chair. So that there is another path if that

11 internal auditor runs across something that they

12 feel needs to come to the Board.

13 TRUSTEE TULLOCH: Yes, I tend to concur

14 with Trustee Schmitz. I think it's important

15 that -- my view is that the internal auditor reports

16 to the General Manager for paying rations, for want

17 of a better phrase. But it's important -- it's

18 essential the internal auditor has independence.

19 The internal auditor should not need to go

20 through the whistle blower policy if something was

21 -- in the unlikely circumstance that something was

22 rejected or sat on by the General Manager.

23 So, I'm okay with that -- with the dotted

24 line reporting to the Board Chair, I think makes an

25 acceptable compromise.

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1 TRUSTEE TONKING: I'm fine with it, but

2 what do we do with this motion?

3 MS. BRANHAM: For clarity, we should

4 consider the previous motion dead, if we have a

5 consensus on that, and then, maybe, start over with

6 a new motion.

7 CHAIR DENT: The previous motion has

8 failed, and I will entertain another motion.

9 TRUSTEE TONKING: Trustee Schmitz, I may

10 need you to add the one thing about operations.

11 But -- okay.

12 So, I move that the Board of Trustees

13 makes a motion to ratify the additional positions

14 for assistant director of finance, grade 40, the

15 management analyst, grade 28, for the Department of

16 Finance that were conceptually approved by the Board

17 at the August 24th, 2023, special board meeting,

18 while cooling down recruiting for the director of

19 finance.

20 Additionally, I move that the Board of

21 Trustees make a motion to approve the additional --

22 the Board of Trustees approve the additional items

23 identified by staff for the consulting services and

24 direct staff to add the items to the future budget

25 augmentation without the long-range financial

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1 plan/fiscal sustainability report, to add a line

2 asking the internal auditor to report to the GM with

3 a dotted line to the Board Chair, as well as the

4 internal auditor, to be part -- overview the

5 operations.

6 CHAIR DENT: A motion's been made. Is

7 there a second?

8 TRUSTEE TULLOCH: I'll second it.

9 CHAIR DENT: Motion's been made and

10 seconded. No further discussion, I'll call for

11 question. All those in favor state, aye.

12 TRUSTEE TONKING: Aye.

13 TRUSTEE TULLOCH: Aye.

14 TRUSTEE SCHMITZ: Aye.

15 CHAIR DENT: Aye.

16 Motion passes, 4/0. All right. That will

17 close out item G 3. Moving on to item G 4, formerly

18 G 3.

19 G 4.

20 CHAIR DENT: Review, discuss, and possibly

21 adopt Board Policy 23.1, policy regarding access to

22 confidential non-public information. This can be

23 found on pages 647 through 652 of your board packet.

24 Annie, would you like to provide an

25 overview of this policy we're seeing for the a first

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1 time?

2 MS. BRANHAM: Yes. I would be happy to.

3 And thank you for saying that. What I was going to

4 kick off with was this is our first time considering

5 this policy. I understand, in particular, there's

6 still a highlighted portion, so there may be

7 discussion, this policy may need to come back. Just

8 putting that out there in the beginning, but let me

9 give you a brief overview of how we got here.

10 Historically, trustee access was more

11 restrictive, and I understand that trustees used to

12 have to put in public records requests to get access

13 to certain information, which doesn't always

14 contribute to a strong staff/leadership connection.

15 So, modern practice has been for trustees

16 to be able to access District documents and

17 information, with the exception of certain things,

18 which include personnel files for all employees,

19 other than the general manager. So there's not a

20 lot that you don't have access to, but what this

21 policy is intended to do is capture the range of

22 types of documents where you, as trustees, have

23 special access to those documents, they are not

24 necessarily public documents, and they should not be

25 disclosed as such. And there are a limited category

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1 of documents that even the trustees don't have

2 access to because you only employ the general

3 manager, and so personnel files go through the

4 general manager only, and/or, perhaps, human

5 resources.

6 So, a general, brief summation is that

7 there are four types of documents, which would be,

8 going from least restrictive to most, public

9 records, which anyone can access. Trustees have

10 free access to them, the public, if they put in a

11 public records request, has access to them.

12 Second, there are personnel files, other

13 than the GM, which trustees do not have access to,

14 the public does not have access to. So those are

15 pretty restricted documents.

16 And then there's the category that we're

17 calling "non-public and confidential." So, those

18 are documents to which some kind of privilege has

19 attached, and it would take a majority vote of the

20 Board to decide to waive that privilege and release

21 the documents anyway. So there's a layer of

22 additional protection there. Although the Board

23 itself is entitled to view those documents.

24 And then, fourth and finally, GM personnel

25 records, which the Board does have access to as the

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1 employer of the general manager.

2 So, that's kind of the brief

3 categorization. We've given some examples of those

4 types of documents in the policy itself, but I will

5 remain available for any questions that the Board

6 may have.

7 CHAIR DENT: Questions from my colleagues?

8 TRUSTEE TONKING: I just have two quick

9 questions.

10 Is this the type of policy you would see

11 in other organizations similar to this?

12 MS. BRANHAM: Yes. There's frequently --

13 it's not always entirely clear, and that's not on

14 this board, that is just in general, the way that

15 the law is. It's not always clear what trustees

16 have access to that is above or different than what

17 the public generally has access to, so it's not

18 uncommon to clarify by giving examples or by setting

19 up specific definitions of what those documents are,

20 when you have access to them, when you do not have

21 access to them, and how you can sort of override

22 claims of privilege to release them, regardless.

23 TRUSTEE TONKING: In terms of the

24 non-public information, how are we deciding that and

25 how are we making sure trustees are informed if

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1 something is non-public and making sure we're not in

2 violation of NRS 239?

3 MS. BRANHAM: Yeah. It's going to be a

4 case-by-case determination, as is the case for all

5 public records. So when we get -- one way that it

6 could happen, we might get a public records request

7 for a certain document from a member of the public,

8 and determine, through application of the law, that

9 it's not a public record. It doesn't meet the

10 criteria in some way, either it's privileged or it's

11 not ordinarily held by the District, it doesn't meet

12 the criteria in some way to be a public record.

13 That doesn't mean that the trustees do not

14 have access to that document. So that's intended to

15 capture the limited situation where, for some

16 reason, a document -- I think the example we give

17 here would be documents regarding recreational

18 privileges, which might come out from the HR

19 department, or fees. Documents involving fees, a

20 lot of times will have personal information related

21 to them, and so they're not public records, but you

22 would have access to them.

23 So, that's what that category is intended

24 to capture.

25 TRUSTEE TULLOCH: I think I understand the

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1 concepts behind this, Annie. I think there's -- to
2 your earlier statement, I think there's still a lot
3 of work to be done.
4 If I look at 0.6, I've got to say I'm kind
5 of confused by this. That's maybe not surprising.
6 But what's the point of trustees not disclosing
7 copies or excerpts if their entitled to discuss the
8 underlying facts and circumstances? Because then
9 it's affect, we're putting the whole thing out
10 there.
11 It's also -- it leads to ambushing of
12 trustees or of the public because it's only here the
13 trustees shall confer with the general manager and
14 general counsel, not with other board members.
15 If I look at employee access to
16 information, 0.7, there's no details for what's
17 there. The Board should not be finding these
18 confidential documents released on social media by
19 current or former staff members, that should not be
20 the first we're aware of them. I think it needs a
21 lot of work there. I think it needs to be very
22 carefully defined which documents we're talking
23 about, which staff are actually able to access
24 these, and there should be full logs of any access
25 to these. So I think that needs a lot of work there

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1 non-public information publicly, then why isn't that
2 a public record?
3 So, to me, the non-public information, we
4 may not be discussing this publicly. That's how I
5 see it. Otherwise, it just opens up a Pandora's
6 box, in my opinion.
7 So, that would be my suggestion that if
8 it's not a public document, it cannot be discussed
9 publicly. Period. Otherwise, it's a public
10 document.
11 Then over in the request for information,
12 in the yellow text, I appreciate the fact that you
13 highlighted this in yellow. Given what has
14 transpired in the past month or so, my feeling is
15 that it is -- anything to be provided should be --
16 go back to the old, hard copy with confidential
17 stamped on it, and we are able to review it, but
18 only in a printed hard copy that we don't take
19 pictures of, and it gets handed back to staff for
20 shredding. Because the minute you share something
21 electronically, you have the opportunity for
22 somebody, inadvertently, to suddenly share it
23 publicly, and that would be putting the District at
24 legal risk. So, that would be my recommendation.
25 And then in the duty not to disclose, it

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1 as well.
2 And I think in violations, it obviously
3 needs remedies for violations, both by trustees and
4 by staff.
5 TRUSTEE SCHMITZ: I think that this is a
6 good start. I want to back up a second because this
7 limitations on access, to me, it just is another
8 type of classification, and it should be
9 confidential and non-public. It should just state:
10 The trustees do not have access to HR files.
11 I mean, I just think that putting it here,
12 as opposed to being over categorically different, it
13 just lays it out. Okay? We have access to these
14 things; we don't have access to this.
15 From my perspective, when you look at the
16 confidential, when it says "non-public information,"
17 I don't think that -- I think, frankly, this
18 document, it should say "documents that are related
19 to IVGID that are not confidential, but are not
20 public record, that they should not be discussed."
21 I mean, I don't know how you can have
22 something that's not public information, and then
23 allow the trustees to discuss it publicly. Then
24 it's not non-public information.
25 So, if the trustees are allowed to discuss

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1 says, "The trustees should not disclose any
2 confidential or non-public information." That is
3 our duty. Otherwise, it's public information. So,
4 those are the things.
5 Then under 07, which Trustee Tulloch just
6 touched on, perhaps it should be added to say that
7 the general manager will implement policies for the
8 control and access of documents, because I think,
9 you know, that's part of it as well; it's not just
10 the access, it's control and the access. So, those
11 are my suggestions.
12 One other point, which is in the bottom of
13 .04, the very last sentence, it says "The entire
14 Board of Trustees will be promptly notified." I
15 would change to say "immediately notified of any
16 request under this subsection," so that we have the
17 opportunity to review the same materials.
18 Those are my comments and suggestions.
19 TRUSTEE TONKING: Do you think it would be
20 beneficial if we sent any of our edits to Annie and
21 Josh, and go from there? Because I also have some,
22 but I don't need to walk through them all.
23 CHAIR DENT: Correct. And I think we all
24 have -- there may be some similar ones, and so we
25 shouldn't be restating them.

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1 Are you guys okay with sending an email to
 2 Josh and Annie so the recommendations that you
 3 brought forward for changes then get added to the
 4 document, and it's brought back as a draft at a
 5 future meeting?
 6 TRUSTEE SCHMITZ: I have no problem, but I
 7 really would like to hear if there's other areas
 8 that Trustee Tonking wants to have thought about. I
 9 mean, we're here to discuss it, so I'd welcome that
 10 opportunity.
 11 TRUSTEE TONKING: I'm fine at this moment.
 12 CHAIR DENT: And I agree with a lot of
 13 things that Trustee Schmitz brought forward, and
 14 same with Trustee Tulloch. I don't need to repeat
 15 every single one of those.
 16 TRUSTEE TONKING: I guess what I'm saying
 17 is, like, there are some of the things that you said
 18 that I agree with; some I don't. And so then I'll
 19 just, like, add similar track changes along those
 20 lines. Then I think we can all talk about our track
 21 changes together, if that kinda makes sense, like
 22 we've done in the past policy reviews.
 23 CHAIR DENT: Yeah, I think that's fine.
 24 Annie, that's fine, as long as we -- none
 25 of us know what each other put -- our

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1 recommendations are until it's brought forward in a
 2 board packet; correct?
 3 MS. BRANHAM: Yes. Please send them,
 4 individually. It would be great if you could do
 5 them in track changes.
 6 And then what we will do on our end is try
 7 and look for areas where there is some kind of
 8 consensus, if we can phrase it in a way that seems
 9 to align multiple edits. If not, we'll kind of
 10 present any conflicting edits to you guys at the
 11 next meeting, and then, yeah, go from there.
 12 TRUSTEE TONKING: Annie, also in the past,
 13 we've done it -- or I guess, maybe, it was just
 14 Trustee Schmitz and I did it on one document. But
 15 we each had our, like, a combined version, and then
 16 our each, individual, track changes so we could walk
 17 through some of those too, which might be helpful
 18 for us all to see.
 19 MS. BRANHAM: You would like a version
 20 with all of the changes in, maybe, different colors
 21 or something like that?
 22 TRUSTEE TONKING: Or just, like, a
 23 separate section for each of us too. Like, you'd
 24 have your combined, and then you would just have --
 25 so that we don't forget what we had said, also.

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1 MS. BRANHAM: Yes, that can be done.
 2 TRUSTEE TULLOCH: You don't think about
 3 the boomers here.
 4 CHAIR DENT: Any further discussion on
 5 this item?
 6 Annie, we appreciate your overview, and we
 7 will be sending you an email. The turnaround for
 8 the next meeting is too short, so I'm assuming we
 9 can bring this back at the October 11th meeting.
 10 Would that be a goal we can shoot for?
 11 MS. BRANHAM: That works for me.
 12 TRUSTEE TONKING: I am in Thailand on the
 13 11th. So I will not be joining, due to the
 14 15-and-a-half-hour time difference.
 15 CHAIR DENT: Okay. So then -- and then
 16 Trustee Noble hasn't weighed-in on this either, so,
 17 Annie, if we could get his feedback on some of these
 18 changes or concerns with the policy as well.
 19 MS. BRANHAM: If you want to push it to
 20 the second meeting in October, that will be the one
 21 that I'm covering, so for continuity, it might be
 22 better anyway. That way -- I mean, Josh can
 23 obviously handle it as well. Just wanted to bring
 24 that up.
 25 CHAIR DENT: Any concerns by the Board?

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1 We'll shoot for the last meeting in
 2 October for bringing that back. Thank you.
 3 All right. That will close out item G 4.
 4 Moving on to item H.
 5 H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS.
 6 CHAIR DENT: Redactions. No action on
 7 this item. Moving on to item I.
 8 I. LONG RANGE CALENDAR
 9 CHAIR DENT: The long-range calendar can
 10 be found on pages 653 through 657 of your board
 11 packet.
 12 MR. BANDELIN: I'm all over the place with
 13 this long-range calendar. It's changed quite a bit.
 14 CHAIR DENT: Feel free to make the changes
 15 to this like you did with the GM report, and we
 16 could see what you come up with.
 17 MR. BANDELIN: Yeah, we're hoping to have
 18 packet material out tomorrow or early Friday
 19 morning.
 20 CHAIR DENT: Any concerns or questions
 21 with the long-range calendar?
 22 TRUSTEE TULLOCH: Yeah, for the September
 23 27th meeting, I'd like to add the Moss Adams -- the
 24 update from Moss Adams and potential action items.
 25 CHAIR DENT: If you would like to have

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1 that at the next meeting, then the packet material
 2 needs to be to the clerk first thing in the morning,
 3 and I need your agenda item, because it's on my desk
 4 for approval.
 5 TRUSTEE TULLOCH: Does the packet need to
 6 be for tomorrow morning? I can give the agenda
 7 item.
 8 CHAIR DENT: The agenda item needs to be
 9 for tomorrow. We could publish supplemental
 10 information at a later time.
 11 TRUSTEE TULLOCH: Yeah, I think -- yeah.
 12 CHAIR DENT: We could put that on the
 13 agenda for you guys, and then we can give you a
 14 couple extra days to think about it. But we have a
 15 quick turnaround.
 16 TRUSTEE TULLOCH: Yep.
 17 CHAIR DENT: Is that fair?
 18 TRUSTEE TULLOCH: Yep.
 19 CHAIR DENT: Okay.
 20 We just added another one to your list.
 21 TRUSTEE TONKING: I just had an item on
 22 here about additional training, which made me think
 23 about when we were scheduling our second training.
 24 CHAIR DENT: Good question. I will work
 25 with our district clerk. The General Manager and I

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1 I think that we need to make sure that we
 2 have on our agenda the RFP for the forensic due
 3 diligence.
 4 And I had spoken with you, when is that
 5 going to be on the agenda?
 6 TRUSTEE TULLOCH: I would like to add
 7 that -- I've been working with interim Director
 8 McGee. Our objective was to try and have that at
 9 the next meeting.
 10 TRUSTEE SCHMITZ: Which next meeting,
 11 September?
 12 CHAIR DENT: September 27th.
 13 TRUSTEE SCHMITZ: Okay.
 14 CHAIR DENT: I look forward to seeing your
 15 agenda item in the packet material in the morning.
 16 TRUSTEE TULLOCH: No pressure.
 17 TRUSTEE SCHMITZ: Okay. All right.
 18 And then I think that other thing is
 19 that I believe the utility master plan should be
 20 roughly coming to conclusion. I think we approved
 21 that, roughly, about a year ago, so I'd like to at
 22 least get on our long-range calendar, perhaps, in
 23 November, just at least to review it and see what it
 24 has to say.
 25 But I also think skate park that we have

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1 had a conversation on that earlier today. The goal
 2 would be to schedule for next week and do something
 3 in the later afternoon. And we'll send an email
 4 for -- and it's more of a board training this time,
 5 using past examples of things.
 6 Any other questions?
 7 TRUSTEE SCHMITZ: On October 25th, with
 8 the carryforward, we have -- that was pulled from an
 9 agenda a meeting or so ago. If that is what this
 10 is, the carryforward, I'd like to make sure that we
 11 add the Diamond Peak van at the same time because
 12 that was an agenda item that was needed to carry
 13 over. So if we could please get that on the same
 14 agenda, that would be great.
 15 I think we should put on an agenda, in the
 16 near term, a community survey. I think that it's
 17 really important that we discuss our five-year plan.
 18 We have not had any discussion about our five-year
 19 plan. It was included in our budget, but we never
 20 discussed it. And I think that if we're going to be
 21 discussing a five-year plan, I think the first step
 22 is to do a broad community survey to get feedback on
 23 what community's priorities are so that we can
 24 incorporate that and have a discussion when talk
 25 about our five-year plan.

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1 now pushed all the way to November 8th needs to be
 2 pulled in. We've been -- that was brought to the
 3 Board -- what? -- in April or May, and November is
 4 really pretty late. I want to make sure that we've
 5 got time to review it and if there's changes or what
 6 not, but it seems like that's been pushed into the
 7 future a bit far. And maybe it has to be there.
 8 The other thing that is not on our agenda
 9 that was supposed to be is that we were supposed
 10 hear back from staff about the winter beach
 11 operations, how they were recommending we handle
 12 winter beach operations, and that hasn't been put
 13 back onto our long-range calendar.
 14 And I think we also have to make some
 15 decisions about the dog park, and that those
 16 community surveys haven't gone out and I don't see
 17 on our calendar either.
 18 So those are things I think we need to not
 19 forget about.
 20 CHAIR DENT: Our clerk is taking notes
 21 over there, so I think cleaning up this long-range
 22 calendar and getting some of these items that we've
 23 had pushed off is very important.
 24 General Manager Bandelin, do you want to
 25 speak to the skate park item that's been pushed off?

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1 It was July, then August, October, and now November.
 2 MR. BANDELIN: That's staff's intention
 3 coming from our engineering and project management
 4 team, that the bandwidth that we're allowed right
 5 now is having the beach facility in there and the
 6 skate park. Just providing the information of how
 7 they've scheduled those particular meetings to come
 8 back and discuss those items.
 9 CHAIR DENT: Trustee Schmitz, it's my
 10 understanding they're bringing back proposals when
 11 they come back in November.
 12 MR. BANDELIN: Correct. So it's actually
 13 in the venue status report. And we have an
 14 agreement with the Incline Beach House design build
 15 award on November 8th. And also at that same
 16 meeting, November 8th, is the agreement skate park
 17 design build award.
 18 TRUSTEE SCHMITZ: One more. One more is
 19 that I know that -- I apologize, I should have the
 20 date. I don't have it. But we have RPP that is out
 21 for point of sales systems. And I believe that they
 22 were to be returned back to the District sometime in
 23 October, so I think that we should probably have
 24 that penciled in early November as well.
 25 MR. BANDELIN: That's correct. I think

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1 questions to be answered were the third week in
 2 September, from the people receiving the proposal,
 3 and then, I think, second or third week in October
 4 when they were due.
 5 TRUSTEE SCHMITZ: I'll defer to the
 6 General Manager when that needs to be scheduled. I
 7 just don't want it to be forgotten.
 8 MR. BANDELIN: Right.
 9 TRUSTEE TULLOCH: I see on October 25th,
 10 it's the effluent pipeline GMP2 award. My
 11 understanding was that the Board wanted to see what
 12 was happening on the CMAR fee, and it wasn't
 13 necessarily award, it was to decide whether we were
 14 going to go out to bid, or as opposed to just
 15 awarding it to existing contractor. Unless that's
 16 going to be one of the options presented to the
 17 Board at the time.
 18 MR. BANDELIN: I believe what you'll see
 19 is -- we talked about it when -- at the last meeting
 20 when we talked about the 90 percent GMP2 discussion
 21 with Mr. Klien, that were waiting for the other
 22 bidding opportunities for the third-party
 23 contractors to come up with a full GMP2 price, and
 24 then we would present that to the Board. And then
 25 there would be discussion at some level of -- on

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1 discussion of moving forward with the process.
 2 TRUSTEE TULLOCH: It's not actually award.
 3 It's just effluent pipeline GMP2 costings and
 4 things, rather than the actual award. I think
 5 that's probably the change.
 6 MR. BANDELIN: Okay.
 7 TRUSTEE TULLOCH: Thank you.
 8 MR. BANDELIN: Then if I might just add,
 9 to your question about beach access and staffing
 10 during the winter, I think that was addressed from
 11 the Director of Parks and Recreation in a GM report.
 12 I can pull it back. That was a conclusion made from
 13 talking with counsel Kathy Parks, I believe.
 14 And so let me respond back to that
 15 particular question in a narrative that was included
 16 in the General Manager report a few meetings back.
 17 CHAIR DENT: Okay. Just making sure there
 18 isn't action that needs to be taken on our part and
 19 something is not going to happen because we didn't
 20 plan to take action. So if you could get back to us
 21 offline regarding where we're at in that process,
 22 we'd appreciate it.
 23 Any additional questions regarding the
 24 long-range calendar?
 25 TRUSTEE SCHMITZ: From our last meeting, I

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1 had a note, and it said "IVGID survey. IVGID
 2 Magazine survey results," and I had the note under
 3 the September 27th, but I don't see it on the
 4 September 27th. So what was the plan with that?
 5 MR. BANDELIN: We will be bringing the
 6 District advertising policy to the Board on the
 7 September 27th meeting. And the survey is actually
 8 still open until the middle of October. But I'm
 9 sure Mr. Raymore might be able to give you a little
 10 preview of survey results at the September 27th
 11 meeting, in regards to the magazine users survey
 12 responses.
 13 CHAIR DENT: Anyone else, long-range
 14 calendar questions?
 15 That will close out item I 1. Moving on
 16 to item J.
 17 J. BOARD OF TRUSTEES UPDATE
 18 CHAIR DENT: Any updates for Board of
 19 Trustees?
 20 TRUSTEE TULLOCH: Just to say we're having
 21 the first meeting of Capital Improvement/Investment
 22 Committee on Tuesday, 2:00 P.M., so that's
 23 scheduled. We're having it in person and with Zoom
 24 access for some of the members that can't make it.
 25 I felt it was important for the first meeting to

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1 have it in person.

2 Thank you to Mr. Clark and General Manager

3 Bandelin for making the arrangements there.

4 TRUSTEE SCHMITZ: I have a few updates.

5 As it relates to contracts, we discovered

6 that there was an issue with actually converting

7 from Word to PDF that caused some errors. There's

8 been some technical analysis that has been done and

9 some additional review that is going to be done to

10 ensure that we don't have errors that are introduced

11 during that conversion process.

12 Also working with legal counsel and

13 staff -- I'm not working with them, but they are

14 working together to define the process for signing

15 because it appears that a contract was dated prior

16 to the fixes being made to the contract, so we're

17 reviewing that. So things are improving, but we're

18 still having some challenges.

19 And I will produce a formal written, you

20 know, my Excel spreadsheet, I'll get that updated.

21 I just hadn't had time before this meeting.

22 The thing I actually really enjoy about

23 reviewing the contracts is that I know what's going

24 on, I know we're doing the slurry sealing, I know

25 that we're doing the geotech on the tennis courts,

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1 so I'm in the know. I like that.

2 Then, as it relates to pickleball, I had

3 my first opportunity to meet with their

4 self-appointed committee and with the Director of

5 Parks and Rec and also the manager of the Tennis and

6 Pickleball Center. They're being very proactive,

7 and their next step is to conduct an elected group,

8 as opposed to a self-appointed group, and they

9 actually have drafted an informal charter. And once

10 they have their non-self-appointed but their elected

11 group, they will be bringing to the Board their

12 charter for us review. So I'm pretty excited about

13 that. It's a great group of people.

14 And then I also, as it relates to the

15 beach liaison, I wanted to just at least update the

16 Board. It was brought to our attention, if you

17 recall from public comment, that the water safety

18 class was not allowed to be conducted at our beaches

19 this year. And I was unaware of that because we had

20 discussed -- the Director of Parks and Rec and

21 myself had discussed a process of how the schools

22 would still have their opportunity to use the

23 beaches for their water safety.

24 But what I learned is that the Director of

25 Parks and Rec had been informed by the Washoe County

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1 School District that they would not allow the

2 elementary school to provide rosters that would

3 allow IVGID to verify beach access, and because of

4 Family Education Rights and Privacy Act -- I don't

5 know why this particular privacy act created an

6 issue for elementary school because I was informed

7 the middle school was able to access it, as was the

8 Lake Tahoe School, so there's some issue that needs

9 to be investigated as to why the elementary school

10 wasn't able to conduct their program at the beach.

11 So, I'm still learning. I don't know what

12 the fix is.

13 TRUSTEE TONKING: Maybe this goes back to

14 long range, but can we bring an item that discusses

15 this to the Board about Washoe County School

16 District and access to students? Because I've

17 (inaudible) it, and we probably can't discuss it

18 now.

19 And then I'd also like an item brought to

20 the Board that talks about what we're going to do

21 with committees that decide to be their own

22 committee versus board -- we just really need to,

23 like, hash that out.

24 So I would like both of those added to

25 long range to be addressed too. Thank you.

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1 MR. BANDELIN: Yeah, could there be

2 possible discussion on the Board of Trustees town

3 hall open forum? On the calendar on September 27th,

4 we were just asking if there might be some

5 discussion on what that forum looks like.

6 TRUSTEE TONKING: Yeah. I have a memo to

7 give you on that forum by tomorrow morning.

8 CHAIR DENT: Yeah. And we can talk about

9 that, because what we did talk about was we would be

10 here an hour before the meeting to have discussion

11 with our bosses, the community. I don't know if we

12 need a formal memo, but we could talk about that

13 offline.

14 TRUSTEE SCHMITZ: And I will share with

15 the Board the information that I was given from the

16 Director of Parks and Rec when I asked about this

17 situation, because we -- I thought we had a plan.

18 Obviously we didn't, and they ended up at Sand

19 Harbor.

20 So I will work to try to find some

21 additional information on this, and share it with

22 the Board.

23 CHAIR DENT: And then I do have an

24 announcement I'd like to make that the Secretary of

25 State has investigated my financial disclosure

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1 statement, per the two complaints they received, and
 2 they have closed out and dismissed the allegations
 3 against me. I'm happy to include the complaints, as
 4 well as the letter I received from the Secretary of
 5 State into the record for these meeting minutes.
 6 And I'll provide that to the district clerk.
 7 Any other questions, concerns, issues,
 8 trustee topics?
 9 All right. That will close out item J.
 10 Going on to item K.
 11 K. FINAL PUBLIC COMMENTS
 12 CHAIR DENT: Do we have any final public
 13 comment from those still in the room? Seeing none,
 14 let's go to Zoom.
 15 MS. KNAAK: Yolanda Knaak, Martis Peak
 16 Drive.
 17 I just wanted to congratulate those
 18 members of the Golf Committee. And, also, I wanted
 19 to thank the IVGID Board for all their hard work.
 20 Thank you.
 21 MR. DOBLER: Yeah, this is Cliff Dobler
 22 here.
 23 I'd like to have you pay attention for a
 24 couple of minutes. I'm not opposed to any staffing
 25 of the accounting department because I've told you

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1 over the last six years that it's been very
 2 deficient.
 3 But I really think you need to study this
 4 general fund and realize that what you're pulling on
 5 board and then also adding the parks to the general
 6 fund and then errors in the existing budget, you're
 7 going to be flat broke by the end of next year.
 8 So I don't know what you're planning on
 9 doing, but your revenue on the general fund is more
 10 or less fixed by just property taxes, personal
 11 property taxes, so they don't get any fees, other
 12 than these taxes.
 13 So I think this general fund should be
 14 looked at earlier than January, what Mr. Magee said,
 15 and then there ought to be something to tell the
 16 public that if you want to go with all this staff
 17 and keep the parks in the general fund, then you're
 18 going to have raise, substantially, the central
 19 service cost allocations, which mean more expenses
 20 will be going to the venues, which mean rates will
 21 have to go up at the venues, or it's going to have
 22 to be subsidized by the facility fees.
 23 But I don't know if this is something that
 24 should wait for the next three or four months. It's
 25 one fund, but you're whacking it. Last year, by the

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1 end of June, you had 5.3 million, and you're
 2 expecting to only have 2.6 million at the end of
 3 June, but you just added a 1.1 or 1.2 million, and
 4 then you have a half-a-million-dollar mistake. So
 5 you won't even meet board policy on reserves.
 6 And I really think you should maybe look
 7 at this. You talk about long-range calendars, I
 8 think this, a long range, is maybe a year, that that
 9 might be considered long range.
 10 So, you know, Tonking, you can pay
 11 attention or not, but at any rate, that's all I got
 12 to say. I think this is a serious problem that
 13 should be looked at.
 14 CHAIR DENT: That will conclude public
 15 comment. We will move on to item L.
 16 L. ADJOURNMENT
 17 CHAIR DENT: It is 8:35. I want to thank
 18 all my colleagues and staff. We are adjourned.
 19 (Meeting adjourned at 8:35 P.M.)
 20
 21
 22
 23
 24
 25

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1 STATE OF NEVADA)
 2 COUNTY OF WASHOE) ss.
 3
 4 I, BRANDI ANN VIANNEY SMITH, do hereby
 5 certify:
 6 That I was present on September 19, 2023,
 7 at the Public Meeting, via Zoom, and took stenotype
 8 notes of the proceedings entitled herein, and
 9 thereafter transcribed the same into typewriting as
 10 herein appears.
 11 That the foregoing transcript is a full,
 12 true, and correct transcription of my stenotype
 13 notes of said proceedings consisting of 108 pages,
 14 inclusive.
 15 DATED: At Reno, Nevada, this 25th day of
 16 September, 2023.
 17
 18 /s/ Brandi Ann Vianney Smith
 19
 20 BRANDI ANN VIANNEY SMITH
 21
 22
 23
 24
 25

INVOICE

BAVS SM-LLC
brandiavsmith@gmail.com
United States

BILL TO
**Incline Village General Improvement
District**
Susan Herron

775-832-1218
AP@ivgid.org

Invoice Number: IVGID 4

Invoice Date: September 25, 2023

Payment Due: October 19, 2023

Amount Due (USD): \$998.00

Items	Quantity	Price	Amount
Appearance fee September 19, 2023 BOT meeting	1	\$350.00	\$350.00
Per page fee September 19, 2023 BOT meeting	108	\$6.00	\$648.00

Subtotal: \$998.00

Total: \$998.00

Amount Due (USD): \$998.00

Charge to 100-11-100-6030

S. Herron 09-27-2023

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 19, 2023 REGULAR IVGID BOARD MEETING – AGENDA ITEM G(1) – HOW MUCH MORE IMPROPER BEHAVIOR DO YOU NEED TO SEE BEFORE YOU TERMINATE SUSAN HERRON’S EMPLOYMENT WITH THE DISTRICT? HERE IT’S HER SECOND OPEN MEETING LAW VIOLATION INSOFAR AS NRS 241.033 IS CONCERNED

Introduction: Well here it's Susan Herron again. Who holds the title “Director of Admin Services.” With no job description which sets forth nearly everything she does. Such as being a mole. Exercising 100% loyalty to outsiders rather than the District. Costing the District hundreds of thousands of dollars in litigation/other costs. Violating the Public Records Act (“NPRA”) nearly every day of the week. Or as here, violating the Open Meeting Law (“OML”) a multiple number of times. Let me explain.

Frank Wright and Judith Miller have volunteered to serve as “at-large member(s) of (the District’s) Golf Advisory Committee.” The IVGID Board¹ will be considering their possible appointments to this committee at its September 19, 2023 meeting² (“the hearing”). Well Ms. Herron has committed a number of OML violations with respect to the hearing. And this is on top of the at least two similar OML violations Ms. Herron committed with respect to the same subject matter insofar as Ms. Miller is concerned in anticipation of the Board’s September 13, 2023 meeting³. These matters and what we do with another dirty public employee are the purposes of this written statement.

The Notice and Publication: On August 18, 2023 as well as August 25, 2023, if not before, Ms. Herron caused publication in the Tahoe Daily Tribune Newspaper, of an advertisement soliciting applicants to serve on the Golf Advisory Committee¹. This advertisement was published pursuant to the District’s announcement on its web site wherein it sought applicants for the Golf Advisory Committee⁴ (“the notice”). *Nowhere* did the notice nor the publication inform applicants that their “character, alleged misconduct, professional competence, or physical or mental health” would be considered by the Board. And *nowhere* did the notice nor the publication inform applicants that they

¹ See page 497 of the packet of materials prepared by staff in anticipation of this meeting (“the 9/19/2023 Board packet”).

² See Agenda Item G(1) to the agenda for this meeting (go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/09192023_Agenda_Final_R1.pdf).

³ See pages 492-502 of the 9/19/2023 Board packet.

⁴ See page 498 of the 9/19/2023 Board packet.

would be compelled to waive the provisions of NRS 241.033⁵, in writing, as a pre-condition for being considered for appointment to the Golf Advisory Committee.

Ms. Herron's September 18, 2023 E-Mail: On September 18, 2023 Ms. Herron sent Mr. Wright⁶ and Ms. Miller⁷ separate e-mails advising both of the requirement (see "Waiver of Notice (required) - Wright.docx" and "Miller docs") they sign and return the form of waiver attached to both e-mails⁸. As the reader can see, the e-mails both stated execution of the waiver was "required."

Ms. Herron Has Neither Informed Mr. Wright Nor Ms. Miller That The Purpose of The Board's September 19, 2023 Meeting is to Consider Their "Character, Alleged Misconduct...Physical or Mental Health:" Just look at the two e-mails where the reader can see the subject wasn't addressed at all. In fact to the contrary, the agenda for this meeting² describes item G(1) as "Review, discuss and possibly appoint members of the community to the Board Advisory Committee on Golf." And the waiver⁸ describes this item as "consider(ation of Mr. Wright's and Ms. Miller's) application(s) to serve on an advisory committee at...the Board of Trustees'...September 19th meeting." Therefore, there's nothing to waive inasmuch as the pronounced purpose of the meeting is expressly *not* to consider either applicant's "character, alleged misconduct...physical or mental health." So why the waiver?

Ms. Herron Has Neither Informed Mr. Wright Nor Ms. Miller That The Purpose of The Board's September 19, 2023 Meeting is to Consider Their "Professional Competence:" Instead, both waivers⁸

⁵ NRS 241.033(1) states as follows: "1. Except as otherwise provided in subsection 7, a public body shall not hold a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of any person...unless it has: (a) Given written notice to that person of the time and place of the meeting; and (b) Received proof of service of the notice. NRS 241.033(2)(c) states as follows: "The written notice required pursuant to subsection 1...(c) Must include: (1) A list of the general topics concerning the person that will be considered by the public body during the closed meeting; and (2) A statement of the provisions of subsection 4, if applicable." Although NRS 241.033(2)(b) states as follows: "The written notice required pursuant to subsection 1...(b) May, with respect to a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of a person, include an informational statement setting forth that the public body may, without further notice, take administrative action against the person..." according to §8.04 the Office of the Attorney General's Open Meeting Law Manual ("the OML Manual), "as a practical matter, a notice pursuant to NRS 241.033 should contain the informational statement regarding administrative action under NRS 241.033(2)(b). See §6.09 and §6.10, supra.

⁶ That e-mail is attached as Exhibit "A" to this written statement.

⁷ That e-mail is attached as Exhibit "B" to this written statement.

⁸ The proposed waiver for Mr. Wright is attached as Exhibit "C" to this written statement. The proposed waiver for Ms. Miller is attached as Exhibit "D" to this written statement.

state that “professional competence” may become an issue insofar as the meeting “to consider... advisory committee volunteer service.” Again, there’s nothing to waive inasmuch as the pronounced purpose of the meeting is expressly *not* to consider either applicant’s “professional competence.” So why the waiver?

OML Violation Nos. 1 & 2⁹: Because Ms. Herron Did Not Inform Mr. Wright And Ms. Miller That The Purpose of The Board’s September 19, 2023 Meeting Was to Consider Their “Character, Alleged Misconduct, Professional Competence or Physical or Mental Health,” she committed an OML violation. §6.02 of the Office of the Attorney General’s (“OAG’s”) OML Manual¹⁰ instructs that agendas of meetings must be “clear and complete.”¹¹ Here the notice Ms. Herron provided was not clear and complete for the reasons stated above. Although this requirement is typically applied to formal notices of agendas of meetings published to the public, there’s no reason to not extend the same requirement to formal notices of matters in essence included in agendas public bodies are required to provide pursuant to NRS 241.033(1).

OML Violation Nos. 3 & 4⁹: Because Ms. Herron Did Not Inform Mr. Wright And Ms. Miller That The Purpose of The Board’s September 19, 2023 Meeting Was to Consider Their “Professional Competence,” she committed another OML violation. Because again the notice was not clear and complete.

OML Violation Nos. 5 & 6⁹: Ms. Herron’s Accompanying Waivers Were Not “Clear And Unambiguous:” because on one hand they recited that “by signing below, (the signer was) knowingly and voluntarily waiv(ing his/her) rights to all written notice requirements under...NRS 241.033(1),” yet on the other they were accompanied by e-mails which informed both applicants that they had no right to voluntarily waive their rights because execution was “required.” In other words, no voluntary waiver.

Moreover, the waivers did not make it clear that if executed, both applicants would be waiving notice to a hearing to consider their “character, alleged misconduct...or physical or mental health” rather than just their “professional competence.”

OML Violation Nos. 7 & 8⁹: Ms. Herron’s Accompanying Waivers Were Not Accompanied by a Writing Disclosing The Nature of The Rights She Expected Mr. Wright And Ms. Miller to Waive: At

⁹ One violation per aggrieved applicant.

¹⁰ Go to https://ag.nv.gov/uploadedFiles/agnv.gov/Content/About/Governmental_Affairs/2019-03-26_OML_12TH_AGOMANUAL.pdf.

¹¹ This instruction is based upon NRS 241.020(3)(d)(1) which states “written notice of all meetings must...include...a clear and complete statement of the topics scheduled to be considered during the meeting.”

§5.09 of the OML Manual, our OAG “recommend(s) that any waiver be obtained in writing expressing: (1) the voluntary nature of the waiver; (2) the applicant’s knowledge about the statutory right; and (3) the applicant’s intention to relinquish that right.”¹² Here no such expression was disclosed. Simply acknowledge that your waive was voluntary, when you were apprised of no facts to allow you make an informed and voluntary decision.

OML Violation Nos. 9 & 10⁹: Ms. Herron Attempted to Secure Waivers For Matters Not Statutorily Recognized: NRS 241.030(2) states the following: “a person whose character, alleged misconduct, professional competence, or physical or mental health will be considered by a public body during a meeting *may waive...closure of the meeting and request that the meeting or relevant portion thereof be open to the public.*” But that’s not what Ms. Herron’s waivers purported to address. Rather, her waivers purported to secure waivers of the notice provisions of NRS 241.033(1).

Although NRS 241.033(1)’s notice provisions can be “except(ed) as otherwise provided in subsection 7,” *nowhere* in that subsection does it recognize the ability to waive those provisions for the reasons advanced by Ms. Herron. Because there is nothing in the NRS which permits a waiver for the reasons advanced by Ms. Herron, she committed another two OML violations.

OML Violation Nos. 11 & 12⁹: Ms. Herron’s Failure to Provide Mr. Wright And Ms. Miller With The Informational Statements Described in NRS 241.033(2)(b): Is there a consequence to Ms. Herron for this failure?

OML Violation Nos. 13 & 14⁹: Ms. Herron’s Failure to Provide Mr. Wright And Ms. Miller With a “List of...General Topics Concerning (Their) Character, Alleged Misconduct, Professional Competence, or Physical or Mental Health That W(ould) be Considered by The (IVGID Board) During The...Meeting:” Is there a consequence to Ms. Herron for this failure?

Possible OML Violation No. 15: should discussion of Mr. Wright’s or Ms. Miller’s character, alleged misconduct, professional competence, or physical or mental health be discussed at the Board’s September 19, 2023 meeting. NRS 241.033(1)(a) instructs that “a public body shall not hold a meeting to consider the character, alleged misconduct, professional competence, or physical or mental health of any person...unless it has (first) given written notice” in accordance with NRS 241.033(2)(a). Given neither Mr. Wright nor Ms. Miller have been given the noticed required by NRS 241.033(2)(a), nor have they waived that notice, there should be no discussion of their character, alleged misconduct, professional competence, or physical or mental health in connection with tonight’s meeting. Nevertheless, should the subject come up the responsible person(s) will be responsible for another OML violation.

¹² See Attorney General Letter Opinion to Jerry Higgins, Nevada Board of Professional Engineers and Land Surveyors, dated October 28, 1993.

OML Violation Nos. 16 & 17⁹: Ms. Herron's Second Demand Mr. Wright¹³ and Ms. Miller¹⁴ Sign Her Proffered Waiver of The Notice Provisions of NRS 241.033(1): This is brow beating. First Ms. Herron drafts a form of waiver which recites it has been knowingly and voluntarily executed. And second when she doesn't get it back, she follows up with a brow beating "SECOND REQUEST" where she tells applicant that execution of her waivers are REQUIRED. When they're Not.

My September 18, 2023 E-Mail: On September 18, 2023 I sent an e-mail to the IVGID Board advising members of all of the above and asking they finally terminate Ms. Herron's employ¹⁵. Rather than regurgitating the contents of that e-mail, I direct the reader to its Exhibit "G" contents.

My September 19, 2023 E-Mail: On September 19, 2023 I sent an e-mail to the IVGID Board advising members of all of the above and asking for a second time they terminate Ms. Herron's employ¹⁶. Rather than regurgitating the contents of that e-mail, I direct the reader to its Exhibit "H" contents.

Who Determined That Ms. Herron's Waivers Are Required?

Who Directed Ms. Herron to Ask Attorney Josh Nelson to Craft a Form of Waiver For Her Possible Use Against Mr. Wright and Ms. Miller That Waives All "Rights to All Written Notice Requirements Under...NRS 241.033(1)?" Did she figure this out on her own? Or is she being used as a tool by the dark side members of our community including Trustee Noble? The Board needs to get to the truth.

Who Directed Mr. Nelson to Craft a Form of Waiver For Ms. Herron to Use That Waives All of Mr. Wright's and Ms. Miller's "Rights to All Written Notice Requirements Under...NRS 241.033(1)?" I thought Mr. Nelson was directed that his client was the Board rather than staff? Since the subject matter of this waiver is of direct importance to the Board, where did Mr. Nelson get off assisting staff in circumventing the notice provisions of NRS 241.033? The Board needs to get to the truth.

Who Authorized Ms. Herron to Require Mr. Wright And Ms. Miller to Execute Her Form of Waiver as a Pre-Condition to Applying For Selection to The Citizen's Golf Advisory Committee? The Board needs to get to the truth.

Who's Running This Show? The Board or Ms. Herron?

¹³ That "SECOND REQUEST" e-mail is attached as Exhibit "E" to this written statement.

¹⁴ That "SECOND REQUEST" e-mail is attached as Exhibit "F" to this written statement.

¹⁵ That e-mail is attached as Exhibit "G" to this written statement.

¹⁶ That e-mail is attached as Exhibit "H" to this written statement.

Conclusion: It's pretty clear to me and others that Ms. Herron's intent was and is to set the table so Mr. Wright and Ms. Miller can be ambushed at the Board's September 19, 2023 meeting the way resident Clif Dobler was ambushed at the public hearing where he was appointed to the citizen's capital improvement/investment committee¹⁷. And therefore, this episode represents one of many dozens involving Ms. Herron which conflict with law. When are you board members going to put your collective feet down and declare that's it with Ms. Herron?

And to those reading this written statement and wondering why your Recreation ("RFF") and/or Beach ("BFF") Facility Fee(s) which overpay for Ms. Herron and her wasteful endeavors such as those the subject hereof, and which deliver no special benefit to you the payor, I've now provided more evidence.

Respectfully submitted. Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch and Understand!

¹⁷ See Agenda Item G(4) for this meeting where the Board proposes "receiving a verbal report on the history of the District sanction issued against Cliff Dobler and the resulting actions, if any, of the recent reported allegation of misconduct by Mr. Dobler, and possibly take action regarding Mr. Dobler's appointment to the Capital Improvement/Investment Committee."

EXHIBIT "A"

Fwd: Waiver of Notice (required) - Wright

From: Frank Wright <alpinesportss@gmail.com>
To: Aaron Katz <s4s@ix.netcom.com>
Subject: Fwd: Waiver of Notice (required) - Wright
Date: Sep 18, 2023 5:51 PM
Attachments: Waiver of Notice (required) - Wright.docx

Sent from my iPhone

Begin forwarded message:

From: "Susan A. Herron" <sah@ivgid.org>
Date: September 18, 2023 at 5:14:58 PM PDT
To: Frank Wright <alpinesportss@gmail.com>
Subject: **Waiver of Notice (required) - Wright**

Hello Mr. Wright,

Would you kindly mind executing the attached waiver once again? If you are traveling, I will gladly accept a return email saying that you agree to this waiver and for the District to please consider it signed as I am out of town right now. If you are planning on being present at the meeting, you may sign it prior to the meeting starting at the IVGID office.

Thanks,
Susan

Susan A. Herron, CMC
Director of Administrative Services
IVGID
893 Southwood Boulevard
Incline Village, NV 89451
sah@ivgid.org
775-832-1207 (Office Ph#)

EXHIBIT "B"



Judith Miller <pupfarm1@gmail.com>

Waiver of Notice (required) - Miller

1 message

Susan A. Herron <sah@ivgid.org>
To: Judith Miller <pupfarm1@gmail.com>

Mon, Sep 18, 2023 at 5:11 PM

Hello Ms. Miller,

Would you kindly mind executing the attached waiver once again? If you are traveling, I will gladly accept a return email saying that you agree to this waiver and for the District to please consider it signed as I am out of town right now. If you are planning on being present at the meeting, you may sign it prior to the meeting starting at the IVGID office.

Thanks,
Susan

Susan A. Herron, CMC
Director of Administrative Services
IVGID
893 Southwood Boulevard
Incline Village, NV 89451
sah@ivgid.org
775-832-1207 (Office Ph#)



Waiver of Notice (required) - Miller.docx
15K

EXHIBIT “C”

WAIVER OF NOTICE REQUIRED UNDER NRS 241.033(1)
TO ALLOW
BOARD OF TRUSTEES TO CONSIDER CHARACTER,
MISCONDUCT, OR
COMPETENCE RELATED TO ADVISORY COMMITTEE
VOLUNTEER SERVICE

The Board of Trustees of the Incline Village General Improvement District will be considering your application to serve on an advisory committee at its September 19th meeting. Pursuant to NRS 241.033(1), in order to consider the professional competence of an individual, notice is provided to that person of the time and place of the meeting in compliance with such statutory provisions.

By signing below, I knowingly and voluntarily waive my rights to all written notice requirements under to NRS 241.033(1).

Frank Wright

EXHIBIT “D”

WAIVER OF NOTICE REQUIRED UNDER NRS 241.033(1)
TO ALLOW
BOARD OF TRUSTEES TO CONSIDER CHARACTER,
MISCONDUCT, OR
COMPETENCE RELATED TO ADVISORY COMMITTEE
VOLUNTEER SERVICE

The Board of Trustees of the Incline Village General Improvement District will be considering your application to serve on an advisory committee at its September 19th meeting. Pursuant to NRS 241.033(1), in order to consider the professional competence of an individual, notice is provided to that person of the time and place of the meeting in compliance with such statutory provisions.

By signing below, I knowingly and voluntarily waive my rights to all written notice requirements under to NRS 241.033(1).

Judith Miller

EXHIBIT “E”

EXHIBIT "F"

Fwd: Waiver of Notice - SECOND REQUEST

From: Frank Wright <alpinesportss@gmail.com>
To: Aaron Katz <s4s@ix.netcom.com>
Subject: Fwd: Waiver of Notice - SECOND REQUEST
Date: Sep 19, 2023 3:35 PM
Attachments: [Waiver of Notice \(required\) - Wright.docx](#)

Sent from my iPhone

Begin forwarded message:

From: "Susan A. Herron" <sah@ivgid.org>
Date: September 19, 2023 at 3:21:09 PM PDT
To: Frank Wright <alpinesportss@gmail.com>
Subject: Waiver of Notice - SECOND REQUEST

Good Afternoon Mr. Wright,

Can you please review, sign and return the attached waiver OR advise if you plan to come into our offices and sign it prior to the meeting? This is a required document prior to tonight's IVGID Board of Trustees meeting.

Thank you,
Susan

Susan A. Herron, CMC
Director of Administrative Services
IVGID
893 Southwood Boulevard
Incline Village, NV 89451
sah@ivgid.org
775-832-1207 (Office Ph#)

EXHIBIT "F"



Judith Miller <pupfarm1@gmail.com>

Waiver of Notice - SECOND REQUEST

1 message

Susan A. Herron <sah@ivgid.org>
To: Judith Miller <pupfarm1@gmail.com>

Tue, Sep 19, 2023 at 3:21 PM

Good Afternoon Ms. Miller,

Can you please review, sign and return the attached waiver OR advise if you plan to come into our offices and sign it prior to the meeting? This is a required document prior to tonight's IVGID Board of Trustees meeting.

Thank you,

Susan

Susan A. Herron, CMC

Director of Administrative Services

IVGID

893 Southwood Boulevard

Incline Village, NV 89451

sah@ivgid.org

775-832-1207 (Office Ph#)

**Waiver of Notice (required) - Miller.docx**

15K

EXHIBIT “G”

Sep 19, 2023 IVGID Board Meeting - Agenda Item G(1) - When Are You Going to Terminate Susan Herron's Employment? Now Another Two OML Violations She Has Subjected The District to? When is Enough, Enough?

From: <s4s@ix.netcom.com>
To: Dent Matthew <dent_trustee@ivgid.org>
Cc: Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>
Subject: Sep 19, 2023 IVGID Board Meeting - Agenda Item G(1) - When Are You Going to Terminate Susan Herron's Employment? Now Another Two OML Violations She Has Subjected The District to? When is Enough, Enough?
Date: Sep 18, 2023 6:52 PM
Attachments: Waiver of Notice (required) - Wright.docx

Chairperson Dent and Other Members of the IVGID Board -

Well here's another one as my friend DJ Khaled would say. How much does it take? When are you members going to wake up and start doing your job? TERMINATE SUSAN HERRON's EMPLOY with the District! How many times do I and others have to ask?

I have attached to this e-mail an e-mail and waiver sent to Frank Wright by Ms. Herron with respect to agenda item G(1) at tomorrow evening's meeting. A similar e-mail and waiver was sent to Judy. This is in total violation of NRS 241.033. And Ms. Herron knows I'm right because this is the second time she has pulled this stunt and I responded at pages 492-502 of the Board packet for tomorrow's Board meeting. After all, didn't Ms. Herron attach this written statement to the proposed meeting minutes for approval? Read it for yourself. Two OML violations. And now this stunt becomes another two OML violations. By a Director? Complying with Board Policy?

Is this an example of the respect, dignity and compliance with the NRS Ms. Herron touts in her Welcome Message propaganda contained in the latest IVGID Magazine I have previously written to each of you about? The woman is a cancer on our community. It's time to treat her as such.

I will be filing at least two OML violations over this one. Frank may be filing a third. Note the civil penalties attached with a violation and the attorney's fees Ms. Herron will have forced the District to incur in its defense.

If anyone brings up candidates' character or prior acts of alleged misconduct or professional competence at tomorrow evening's meeting, he/she will have a fourth OML violation filed against him/her (are you reading Trustees Noble and Tonking?) because there has been no notice as NRS 241.033 mandates. Ms. Herron's e-mails are insufficient.

You members should agendize a future .0 public hearing to terminate Ms. Herron's employ for misconduct and lack of professional competence. And while you're at it, ask the following questions:

1. Who instructed Ms. Herron to make questions of candidates' character and professional competence relevant to this agenda item (the selection of golf committee candidates)? Or did she just figure this out on her own? Or maybe in concert with Tim Callicrate, Kendra Wong, Gail Krolick, whiner Riner?
2. Did Josh Nelson assist Ms. Herron in any manner in preparing the attached waiver and e-mail notifying Frank and Judy that their INVOLUNTARY execution was required? I thought the Board made it clear Josh doesn't work for staff. He works for the Board. So why is he assisting Ms. Herron in circumventing the provisions of NRS 241.033?
3. Did Ms. Herron send similar e-mails and waivers to all candidates for appointment to this committee? Or did she just "cherry pick" Frank and Judy? You need to ask all candidates this question so we get to the truth.

And when you get the answers to these questions, you may need to agendize the termination of employment of others retained by the District. We need to find out just how far this cancer has spread.

Thank you for your attention to this matter. Respectfully, Aaron Katz

From: "Susan A. Herron" <sah@ivgid.org>
Date: September 18, 2023 at 5:14:58 PM PDT
To: Frank Wright <alpinesportss@gmail.com>
Subject: Waiver of Notice (required) - Wright

Hello Mr. Wright,

Would you kindly mind executing the attached waiver once again? If you are traveling, I will gladly accept a return email saying that you agree to this waiver and for the District to please consider it signed as I am out of town right now. If you are planning on being present at the meeting, you may sign it prior to the meeting starting at the IVGID office.

Thanks,
Susan

Susan A. Herron, CMC
Director of Administrative Services
IVGID
893 Southwood Boulevard
Incline Village, NV 89451
sah@ivgid.org
775-832-1207 (Office Ph#)

EXHIBIT “H”

Fwd: Waiver of Notice - SECOND REQUEST - Sep 19, 2023 IVGID Board Meeting - Agenda Item G(1) - SECOND REQUEST - When Are You Going to Terminate Susan Herron's Employment? Now Another Two OML Violations She Has Subjected The District to? When is Enough, Enough?

From: <s4s@ix.netcom.com>
To: Dent Matthew <dent_trustee@ivgid.org>
Cc: Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>
Subject: Fwd: Waiver of Notice - SECOND REQUEST - Sep 19, 2023 IVGID Board Meeting - Agenda Item G(1) - SECOND REQUEST - When Are You Going to Terminate Susan Herron's Employment? Now Another Two OML Violations She Has Subjected The District to? When is Enough, Enough?
Date: Sep 19, 2023 4:26 PM
Attachments: [Waiver of Notice \(required\) - Wright.docx](#)

Chairperson Dent and Other Honorable Members of the IVGID Board -

Look what your Susan Herron is doing (belwo)! She's absolutely out of control! And you need to put an end to her NOW! SECOND REQUEST (to use her terminology).

Frank just sent the e-mail and enclosure from Ms. Herron below. Regarding tonight's agenda item G(1) on the selection of community at large members to the Board's Golf Advisory Committee. Who does she think she is?

I've already shared with you that the OAG OML Manual precludes waivers such as these unless the recipient(s) are informed of their right NOT to waive the notice provisions of NRS 241.033(1), and nonetheless, they choose to voluntarily waive that right.

Now look at your Susan Herron. For the SECOND time she is brow beating at least one applicant into involuntarily signing the waiver that none of you would even have known about were it not for me. And then to prove her intent, she drafts a waiver document for Frank's signature which acknowledges his signature has been given voluntarily. When she knows there is nothing voluntary about it. She's attempting to cover her ass ("CYA").

Susan Herron. You are a liar.

You've told Mr. Wright that his INVOLUNTARY execution of your NRS 241.033(1) notice waiver is a requirement of this evening's meeting. Says who? Did the Board impose this requirement? Show me the minutes of the meeting where they did this.

Did Mike Bandelin so instruct you? Of course he didn't.

It was you. Your requirement. Probably in concert with Trustee Noble who apparently is making a career in going after members of our community like Clif Dobler.

Like I said. Liar.

You've now committed another OML violation. What do you intend to do if Mr. Wright refuses to sign your waiver? Disqualify him from selection to the Golf Committee? Under what authority Ms. Herron? And by the way, if you pull this stunt, you will have committed yet another OML violation. So we're watching!

And you're incompetent to boot. Incompetent? That's right.

First, you didn't post the agenda for the Board's September 13, 2023 meeting in a timely manner. Which forced Chair Dent to cancel the meeting or face another OML violation.

Second, because you know 21 days' certified mailing notice is required before a meeting concerning Frank Wright's character, alleged misconduct, or professional incompetence can take place and you've blown it, to CYA you're now brow beating Frank Wright and possibly others a SECOND TIME into INVOLUNTARILY waiving the notice provisions of NRS 241.033(1). But it isn't going to work.

And I wasn't going to share the third yet. But now I will!

Ms. Herron didn't present the minutes of the Board's July 26, 2023 meeting in a timely manner to the Board so they could be approved within the statutory 45 days. And this is in spite of the fact she was given the transcript of the minutes of that meeting on August 7, 2023. More than a month ago! OML Violation how many Ms. Herron?

Like I said incompetent. And notwithstanding the fact you hold the title of DIRECTOR of Admin Services. At a base salary of in excess of \$160K annually plus benefits. Outrageous.

To those in our community that Trustees Dent and Schmitz save our community and simply resign, I make the same request of Ms. Herron. RESIGN! TONIGHT!

In fact join your colleague Mr. Director of Community Services Darren Howard who I am informed will be resigning his position with the District in less than a month, and RESIGN.

Look at the steady loss of incompetent and grossly overpaid senior personnel. Join your colleagues Ms. Herron! And if you won't, what more do you Board members need to see before you terminate Ms. Herron's employ? Don't hesitate. TERMINATE! Agendize her possible employment termination for the next Board meeting.

Respectfully, Aaron Katz

From: "Susan A. Herron" <sah@ivgid.org>
Date: September 19, 2023 at 3:21:09 PM PDT
To: Frank Wright <alpinesportss@gmail.com>
Subject: Waiver of Notice - SECOND REQUEST

Good Afternoon Mr. Wright,

Can you please review, sign and return the attached waiver OR advise if you plan to come into our offices and sign it prior to the meeting? **This is a required document prior to tonight's IVGID Board of Trustees meeting.**

Thank you,
Susan

Susan A. Herron, CMC
Director of Administrative Services
IVGID
893 Southwood Boulevard
Incline Village, NV 89451
sah@ivgid.org
775-832-1207 (Office Ph#)

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD’S REGULAR SEPTEMBER 19, 2023 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – WHY DO WE CONTINUE TO
ALLOW STAFF TO DISINGENUOUSLY USE THE IVGID MAGAZINE
FOR PROPAGANDA PURPOSES – HERE SUSAN HERRON’S
“WELCOME MESSAGE?”**

Introduction: The Board knows that for some time I and others have objected to continued publishing of the IVGID Magazine¹. It is nothing more than a propaganda piece used by staff to advance its narrative(s) to we less than informed local parcel owners². As another example of this principle, check out page 5 of the latest IVGID Magazine³. There Susan Herron, our Director of Admin Services, tells our less than knowledgeable local parcel owners how vital she and her colleagues are, and despite criticism why we should bow down to them because they’re really our most important asset. And that’s the purpose of this written statement.

My E-Mail of September 17, 2023: On September 17, 2023 I sent the Board an e-mail which pointed to Ms. Herron’s propagandization using the IVGID Magazine as her tool⁴. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit “B.

Conclusion: We have massive monetary problems on the horizon. Many are highlighted in companion written statements filed contemporaneously herewith. The time is now to address problems like these. And to make the hard decisions that must be made. GET OUT OF THE COMMERCIAL FOR PROFIT RECREATION BUSINESS! Stop operating money losing commercial businesses. Stop publishing and distributing money losing magazines like the subject IVGID Magazine. Terminate the position of Director of Admin Services. Terminate Susan Herron as a grossly overpaid and over benefited employee who only holds this position as a result of “pay back” by former GM Indra Winqest for her years of allegiance. Pure and simple.

And let me respond to a comment Trustee Noble recently made. And that is that “the Board is charged with continuing to operate these businesses” and presumably continuing publication of the IVGID Magazine. No it isn’t Trustee Noble. The District’s current operation is the product of a fraud. There’s nothing in the NRS which declares you or this Board is required to operate any commercial for

¹ Go to <https://www.yourtahoeplace.com/ivgid/resources/ivgid-quarterly>.

² Remember, staff “strive(s) to mail a copy of the magazine...to the mailing address on file...(of) all IVGID parcel owners” [see page 6 of the latest “Fall/Winter 2023” edition of the IVGID Magazine {go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Magazine_Sept2023.pdf (“the latest IVGID Magazine”)}].

³ A copy of this page is attached as Exhibit “A” to this written statement.

⁴ That e-mail is attached as Exhibit “B” to this written statement.

profit business. Or to market it to the world's tourists. Or to publish a propaganda rag like the IVGID Magazine to promote the same. And it's certainly not required to involuntarily make its citizens business partners in these losses. Yet that's exactly what you are doing.

To those who may want this magazine, I have a suggestion. Determine its real costs and then charge those who want the magazine delivered to their mailbox the allocated costs. I'm guessing you'll get next to no one who is willing to pay this needless expense.

But in the meantime, you wonder what your RFF ("RFF") and Beach ("BFF") Facility Fee(s) actually pay for? I've now provided answers.

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

EXHIBIT "A"



Hello everyone!

As the Director of Administrative Services, I want to say that it has always been, and continues to be, an honor to be of service to the communities of Incline Village and Crystal Bay. It is also a pleasure to work with a group of people who are dedicated, talented and genuinely care about our community.

As a longtime resident of Incline Village - 25 years and counting - I am very proud to be an IVGID employee. When I arrived in Incline Village, I knew no one. Gradually, I began meeting people and became friends with a lovely IVGID employee named Ronnie Rector. I wasn't looking for a job as I had a wonderful job at the time, but Ronnie kept on saying to me "Come join IVGID - you will love it."

Well, it took almost five years before I joined the team, and every single day since I am glad I did (a big thanks to Ronnie!). I have made lifelong friends, got acquainted with a number of community members, and am happy to be of service to each and every one of them.

But public service is not without its challenges. There are some in the community who might not see the value of the service me and my co-workers provide. And to that point, I say it's ok - we will keep delivering services to you in a professional manner and strive to treat you like all of the District's customers, with respect and dignity.

The District's value statement is "We are dedicated people providing quality service, for our community and environment, with integrity and teamwork," and our Mantra is "One District - One Team."

Some would call them simply words on paper, but many in the community, myself included, understand that without dedicated people and quality services, this might not be a place worth living. And to the "One District - One Team" mantra, my teammates, every single one of them, come to work

with the attitude and mindset of doing a great job for everyone we serve.

We are creative individuals who partner - in compliance with the District's rules, regulations and statutes - with community agencies and organizations to deliver superior services that rival or surpass those of other communities. There have been times when the journey has been full of surprises, twists and turns, just like any good ride; but each and every time, the Staff of IVGID has remained steady, strong and constant.

Public service isn't for the faint of heart - it requires grit, determination and a supportive environment in which to thrive. We have recently lost key employees with a ton of history and knowledge who will be hard to replace; however, I remain hopeful that we will turn the corner to a kinder, more compassionate environment. And I know, when we replace harshness with kindness and gratitude, we discover which feels better.

Susan Herron

Susan Herron,
Director of Administrative Services

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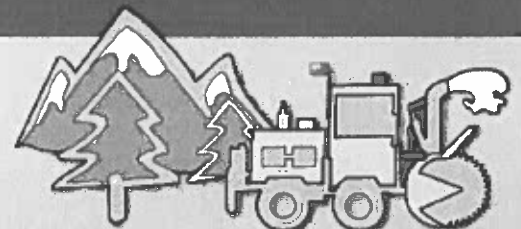


EXHIBIT "B"

The IVGID Quarterly is Nothing More Than a Staff Propaganda Piece - Chapter 3 - Susan Herron's Welcome Message Propaganda!

From: <s4s@ix.netcom.com>
To: Dent Matthew <dent_trustee@ivgid.org>
Cc: Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>
Subject: The IVGID Quarterly is Nothing More Than a Staff Propaganda Piece - Chapter 3 - Susan Herron's Welcome Message Propaganda!
Date: Sep 17, 2023 9:22 PM

Chairperson Dent and Other Honorable Members of the IVGID Board -

So on September 15, 2023 I wrote to each of you concerning Paul Raymore's version of propaganda spewed in the latest edition (Fall/Winter 2023) of IVGID Magazine. Now I write to you concerning Susan Herron's.

As I've shared with you many times before, we should never, never, never be in the magazine publishing business! Especially at the real cost which is involuntarily subsidized by our Rec Fee. And especially when as here it's used for staff propaganda purposes! And now we have another example. Our revered Susan Herron.

I direct Board members to page 5 of the latest IVGID Magazine. There we have a "welcome message" from Susan Herron. As if WHO ASKED YOU Ms. Herron?

So let's examine what she says, shall we?

"There are some in the community who might not see the value of the service me and my co-workers provide." So now you're going to spoon feed us the value of your service? At a salary of over \$160K annually plus benefits? When you have one person working underneath you (the Board Clerk)? When you didn't even have a job description when you were promoted to this "pay back" position by our previous GM? Yes explain to me the value of your service for the cost local parcel owners must involuntarily pay.

"We will keep delivering services to you in a professional manner and strive to treat you like all of the District's customers, with respect and dignity." Really? Didn't you read the unbiased Yelp reviews of the Grille at the Chateau Restaurant I shared with the Board on September 15, 2023? Rudeness and contempt! Is that your description of "professional?" Or is it professional because you and your colleagues get paid to be rude and contemptuous?

And what about IVGID employee Mark Helleckson, former IVGID employee Jim Croley, and those unidentified hearsay attackers of local residents Cliff Dobler and Mike Abel who work for IVGID that we hear so much about on social media? And what about IVGID employee Bree Waters who wrongfully accused me of stalking, harrassing and bullying her? Are these your descriptions of respectful and dignified employees?

"We are creative individuals who partner – in compliance with the District's rules, regulations and statutes..." Really? How many times have we brought forward evidence that staff ignore Board policies because they know better? How about Ms. Herron's many OML violations? How about the most recent one which would have been committed had the Board Chair not rescheduled this meeting from September 13, 2023? And what about the one which will be committed this Tuesday that I haven't even told you about as of yet? Again, all at Ms. Herron's feet in violation of District rules, regulations and statutes!

"We...partner...with community agencies and organizations to deliver superior services that rival or surpass those of other communities?" Really? YOU'RE NOT HERE FOR THIS PURPOSE MS. HERRON! IVGID is not a "full service" general government. It's a limited purpose special district along the lines of a mosquito district. It's not here to partner with other community agencies and organizations. It's here to service local parcel owners. In other words, we're not here to give away the public's assets to private favored collaborators so they can use our assets to make money for their respective flavors of the month while we pick up the tab. And we're not here to give away the Village Green to the NLTFPD for its EMS helicopter landings/take offs under the guise of emergency health services. Nor are we here to permit the NLTFPD to be paid tens if not hundreds of thousands of dollars by their commercial customers who use this service. While we're paid nothing.

We're not here to assist the NLTFPD and WCSO in violating the beach deed so they get free access notwithstanding they're not local parcel owners paying the BFF. Yet according to Ms. Herron, that's what we're here for.

"As the Director of Administrative Services..." Look at me. I'm a DIRECTOR. Really? How many other local governments in the state do you think have a directorship position for admin services? Bueller? Bueller? Like I said, pay back.

"It is...a pleasure to work with a group of people who are dedicated, talented and genuinely care about our community." Really? I and others I know can point you to numerous employees/former employees who care more about themselves and their co-workers than the local parcel owners who pay their salaries and provide their benefits. After all, this is "the IVGID culture" and Ms. Herron's attestations to the contrary are her intent to propagandize the truth.

Let's move on to the nearly \$7M or more the district intentionally budgets to overspend each year and out refusal to put an end to this waste but NOT employing anyone as a glorified secretary with a Directorship job title.

Let's then go to the other 83 or more GIDs in the State and ask the question: How many have a Director of Admin Services? How many employ in excess of 1,000 employees? How many are in a series of commercial for profit business enterprises? How many hire lobbyists to influence state legislation? How many hire lobbyists to influence federal legislation?

I want equal space in the next IVGID Magazine to counter Ms. Herron's un/mis-truths. Let's start with her outrageous salary. Let's continue on to her unidentified job duties. Remember I asked for her job description and was given a bunch of gobblegoop which basically said "we're working on a description" to fit the position? Remember she spent the IVGID work day recreating with at least four (4) of her co-workers at the local Justice Court when employee Bree Walters brought suit against me for allegedly stalking and harrassing her (I guess this is one of her job duties). Let's continue with her pay off for being a good soldier to Indra.

I will speak the truth. Ms Herron advances the staff narrative.

Board members. Kill the IVGID Magazine. Eliminate the worthless Director of Admin Services position. And let's continue the quest to fiscal responsibility.

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR SEPTEMBER 19, 2023 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – WHY DO WE CONTINUE TO
ALLOW STAFF TO DISINGENUOUSLY USE THE IVGID MAGAZINE
FOR PROPAGANDA PURPOSES – HERE “CHERRY PICKED”
POSITIVE YELP REVIEWS OF THE CHATEAU GRILLE?**

Introduction: The Board knows that for some time I and others have objected to continued publishing of the IVGID Magazine¹. It is nothing more than a propaganda piece used by staff to advance its narrative(s) to we less than informed local parcel owners². As another example of this principle, check out page 33 of the latest IVGID Magazine. There Paul Raymore promotes our money losing (according to staff, \$2,000 per day so far this year) Grille Restaurant. And that's the purpose of this written statement.

My E-Mail of September 15, 2023: I wouldn't be speaking on this subject were it not for the deceitful, “cherry picked,” 5-star Yelp reviews published to the right of Mr. Raymore's article. Who decided to include Yelp reviews? Who decided to include 5-star versus 1-star or 2-star reviews?” Who is the censor and who is the truth teller? Is the purpose of the Magazine to share the truth with local parcel owners, or is it intended to spew propaganda to advance staff's narrative?

So I took a look at Yelp reviews for the Chateau Grille Restaurant and discovered a very, very different picture. And I thought it necessary to share that picture with the Board, and to ask the questions I have insofar as the real purpose for the magazine is concerned. So on September 15, 2023 I sent the Board an e-mail shared this information and asked that both the magazine and Mr. Raymore's employment with the District be terminated³. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit “A. To those who demand continued money losing operations like these, I say let them pay for them! But to compel their neighbors to involuntarily subsidize the costs of their endeavors with our Recreation Facility Fee (“RFF”) is wrong, wrong, wrong.

Conclusion: We have massive monetary problems on the horizon. Many are highlighted in companion written statements filed contemporaneously herewith. The time is now to address problems like these once and for all. And to make the hard decisions that must be made. GET OUT OF

¹ Go to <https://www.yourtahoeplace.com/ivgid/resources/ivgid-quarterly>.

² Remember, staff “strive(s) to mail a copy of the magazine...to the mailing address on file...(of) all IVGID parcel owners” [see page 6 of the latest “Fall/Winter 2023” edition of the IVGID Magazine {go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Magazine_Sept2023.pdf (“the latest IVGID Magazine”)}}].

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

THE COMMERCIAL FOR PROFIT RECREATION BUSINESS. Stop operating money losing restaurants. Stop publishing and distributing money losing magazines. Terminate Pay Raymore's marketing department. Either outsource all of these businesses, operate them at a break even or positive cash flow, or shut them down. Pure and simple.

And let me respond to a comment Trustee Noble recently made. And that is that "the Board is charged with continuing to operate these businesses." No it isn't Trustee Noble. Your current operation is the product of a fraud. There's nothing in the NRS which declares you or this Board is required to operate any commercial for profit business. Or to market it to the world's tourists. Or to publish a propaganda rag to promote the same. And it's certainly not required to involuntarily make its citizens business partners in these losses. Yet that's exactly what you are doing.

And you wonder what your RFF and Beach ("BFF") Facility Fee(s) actually pay for? I've now provided answers.

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

EXHIBIT "A"

The IVGID Quarterly is Nothing More Than a Staff Propaganda Piece - Alleged 5 Star Reviews of The Grille Restaurant at The Chateau

From: <s4s@ix.netcom.com>
To: Dent Matthew <dent_trustee@ivgid.org>
Cc: Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>, <sellingtahoe@sbcglobal.net>
Subject: The IVGID Quarterly is Nothing More Than a Staff Propaganda Piece - Alleged 5 Star Reviews of The Grille Restaurant at The Chateau
Date: Sep 15, 2023 7:29 PM

Chairperson Dent and Other Honorable Members of the IVGID Board -

So we received the latest edition (Fall/Winter 2023) of IVGID Magazine.

We should never, never, never be in the magazine publishing business! Especially at the real cost which is involuntarily subsidized by our Rec Fee. And especially when we've been losing \$2K/day operating this day care for employees.

But that's not what I am expressly writing to you about today.

Take a look at page 33 of the latest edition. Here our Paul Raymore does this piece on how wonderful The Grille Restaurant is. Had he stopped there, you wouldn't have heard from me. But then I had to read his CHERRY PICKED propaganda to the right of the article. Three (3) alleged 5-star Yelp reviews. An alleged indicia of what patrons should expect when eating at the Grille. Because you went over the line Mr. Raymore, now I will do the same.

All of you know I don't trust so many of our wonderful employees, let alone chief propagandist Paul Raymore. You know. The ones like Mark Helleckson and those unidentified hearsay attackers of local residents Cliff Dobler and Mike Abel. So I went to Yelp to learn of other less flattering reviews from the source (Yelp). And here's what I found (if you don't believe me, go look for yourself):

7/5/2018 - Diane T, Incline Village - "Service was horrible - our server had a bad attitude. It took 20 minutes to get drinks and place our order. It wasn't even that busy. We've been regular customers since we moved here. This place has really gone down hill. We're not dining here anymore. We waited 1 hour and still no food. Don't waste your time and money here to go Barjays instead. We should have." - 1 star.

7/5/2018 - Meredith M, San Francisco - "Really, really, really rude waitstaff. The...women waitresses were total bitches. I'm a 'please and thank you' person who has worked for years in the hospitality industry, and I am always astounded by rude service. Yes it takes a lot of patience, especially if it's been a long day, but you slap a smile on and deal with it...I hope the servers attitudes change, really ruined a nice afternoon we were having unfortunately." - 2 stars.

9/23/2018 - Doug K, Incline Village - "Living in Incline for 18 years we keep feeling we should give the Chateau another annual chance - you would think we would learn. The food is simply awful. My half sandwich came on stale bread, not toast as requested. Three processed pieces of turkey were on the bread, one paper thin slice of mostly green tomato and one soggy piece of lettuce rounded out the dish. Apparently, the condiment was water. Requested crispy fries were served cold and limp. There are better lunches pre-wrapped at the supermarket." - 1 star.

8/6/2019 - Brian A, Los Angeles - "Absolute horrible customer service! Brian the waiter should never work in hospitality! It got so bad I had to leave my food! I actually got the feeling that my food was tampered with!!" - 1 star.

6/29/2020 - Diego S, Oakland - "So disappointing after we've been there many times before...It was cold and windy so we chose to sit inside. We were only able to have a table right beside the open door

despite there being only 2 other tables occupied; the others supposedly reserved. Those tables were still empty when we left. With so few people being served we were hoping for good attention from the kitchen, sadly not the case. I ordered the cheesy broccoli soup so was surprised to see a bowl of chili...The three pieces of fish in the fish and chips looked like they had been cooked by three different people - one was nicely done, one was partly dried out on one side and the third was completely overcooked. If the kitchen struggles on a slow afternoon, I'd advise sticking to sandwiches and salads." - 2 stars.

5/22/2023 - Cindy, San Francisco - "This food was very mediocre. The fish tacos had rock hard tortillas with very dry fish. The chicken pesto sandwich was also dry and cold. The service was also very slow. I definitely would not recommend eating here." - 2 stars.

6/12/2023 - Muggsy W, SoMa San Francisco - "15\$ marg with brand marnier, had no grand marnier; turkey sand package sliced bent in half and plopped on bread; chicken sand, bare chicken chunk, cooked but no prep- no marinade, no grill marks just plain unimpressive taste." - 2 stars.

7/27/2023 - Steve B, Incline Village - "Sadly, most (but not all) of the wait staff are surly and seem to resent their customers. The concept of client service and 'ladies and gentlemen serving ladies and gentlemen' is foreign to them...If respectful and attentive wait staff is not a priority for you then give the Grille a shot." - 2 stars.

8/18/2023 - Jeri B, Incline Village - "Service continues to be slow slow and waiters unfriendly, most." - 2 stars.

This rag is publicly supported. As you can see it is full of lies intended to advance the narrative of staff as you can see. Who decides what goes in and does not go into the magazine? Who exercises the right to censor the truth because it is non-flattering or embarrassing to staff? And why do local parcel owners have to hear propaganda like this? From senior staff who don't have enough work to keep them busy in a full time benefited position, so they spend their off time on garbage like this.

Let's continue. At page 6 of the current edition we have to listen to Paul Raymore again! Now he's telling us that the purpose of the Magazine is to keep local parcel owners informed. Well how about keeping them informed of the truth Mr. Raymore? Not your colored version, but the truth? And while we're at it, how about keeping local parcel owners informed of the truth which is not so flattering?

And then we have to listen to Mr. Raymore interpret the results of a recent reader survey. Who crafted the survey questions Mr. Raymore? Why didn't you ask us if the magazine itself should be jettisoned, rather than whether it should continue but only be accessible online? Why didn't you emphasize the fact that nearly as many responders said they were not sure if they were interested in a published version or they were not interested in one at all, as those who responded the magazine way very important? Like I said. Cherry picking!

I've said this before and I will say it again. Paul Raymore is another of our worthless employees. In fact I deeply resent having to listen to his voice on the recorded message when I have to call Admin [(775) 832-1100] for public business. He heads a \$1M+ annual marketing department that consists of himself, a couple of helpers, and EXL Media. He has never been able to prove that we generate \$1 in recreation sales that we would not have otherwise generated were it not for his department's \$1M+ annual expenditure. In fact, I've made the point we should eliminate the marketing department and let's see if revenues drop by \$1M+ for the year. Even if they do, this experiment will result in a zero-sum result. \$1M+ in less expenditures, and \$1M+ less in revenues.

And now that we can all see that Mr. Raymore has a biased narrative to push insofar as The Grille Restaurant is concerned, IMO his employ should be terminated.

Let me close with one parting shot. Take a look at page 42 of the current edition of the Magazine where we have to read about "staff spotlights." New hires and unnecessary promotions. Is this a reason to continue publishing this propaganda piece? Local parcel owners have to pay \$100K or more annually from their Rec Fee to be informed of new hires and promotions? I know people like Paul Raymore, Gail Krolick and whiner Riner care about our wonderful staff. But there are a whole lot of us

who don't. And given the quality of our staff as reflected in the Yelp views above and the recent wholesale exodus of senior staff, the praise which is thrown on staff is oftentimes not worth it! Are you listening Gail?

Board members. Kill this rag. Eliminate our marketing department or at least demote Paul Raymore to the part time, seasonal, non-benefited position he should hold with the District.

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR SEPTEMBER 19, 2023 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – LESSONS TO BE LEARNED –
UNDERSTAND THAT OUR STAFF PARTNER WITH ALL SORTS OF
THIRD PARTIES TO FREELY PROMOTE THEIR PROGRAMS AND
SERVICES AT LOCAL PARCEL OWNERS' EXPENSE – BECAUSE
THAT'S WHAT BEING A COMMUNITY IS ALL ABOUT**

Introduction: It just never, never, ends. Wrongdoing after wrongdoing. Which is involuntarily paid for by local parcel owners. And another example is revealed at page 12 of the packet of materials prepared by staff in anticipation of this meeting¹. And in addition to NLTFPD's free use of our beaches and the lower Village Green². So what am I talking about?

¹ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/0919-updated_Revision_1.pdf ("the 9/19/2023 Board packet").

² The subject of a companion written statement.

“Residents of the Second Creek are of Incline Village participated in an Evacuation Drill Simulation facilitated by local emergency respo(n)se teams, on Wednesday, August 16(, 2023) from 9:30 A.M. to noon. As part of the event, the Recreation Center hosted an Emergency Preparedness Fair³ comprised of representatives from NLTFPD⁴ (‘North Lake Tahoe Fire Protection District’), Red Cross⁵, CERT⁶, Team Rubicon⁷, WCRAS⁸, Sierra Avalanche Center⁹, Belfor¹⁰ and Washoe County Regional Animal Services⁸.”

³ “Washoe County Emergency Management, our first responding partners, and our community partners will be working together to test the Regional Evacuation, Shelter, and Mass Care Plan. We will use a simulation tool to PRETEND there is a fire on the mountains west of the Second Creek neighborhood. North Lake Tahoe Fire Protection District will respond their resources. Washoe County Sheriff’s Office and the CERT will knock on doors in the affected neighborhood to alert residents. Emergency Management will send an emergency alert to the neighborhood informing them of the exercise and the evacuation location, etc. Residents and the public will simulate evacuating to the Incline Village Recreation Center, where they can check in and attend a preparedness fair. Located at the Incline Village Recreation Center, 980 Incline Way, Incline Village, NV 89451. Vendors from Nevada & California will be present. Including the Red Cross, CERT (‘Community Emergency Response Team’), Team Rubicon, WCRAS, Sierra Avalanche Center, Belfor, and others. Red Cross will check people in and provide wristbands. Washoe County Regional Animal Services will be offering animal micro-chipping services. There will be information on how to best prepare yourself and your family for an evacuation event...Everyone is invited to the preparedness fair at Incline Village Recreation Center, 980 Incline Way, Incline Village, NV 89451” (go to https://www.washoecounty.gov/CABS/IVCB_CAB/2023/files/Incline-Village-Evacuation-Drill-FlyerFINAL_.pdf).

⁴ Go to <https://www.nltfpd.org/>. “Serving the Citizens of Incline Village & Crystal Bay, NV.”

⁵ Go to <https://www.redcross.org/>. “The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.”

⁶ “The Community Emergency Response Team (CERT) program educates volunteers about disaster preparedness for the hazards that may occur where they live...The CERT program offers a consistent, nationwide approach to volunteer training and organization that professional responders can rely on during disaster situations, allowing them to focus on more complex tasks...CERT trains volunteers in basic disaster response skills, such as: Fire safety; Light search and rescue; Team organization; Disaster medical operations” (go to <https://www.fema.gov/emergency-managers/individuals-communities/preparedness-activities-webinars/community-emergency-response-team#:~:text=The%20Community%20Emergency%20Response%20Team,Team%20organization>).

What does any of this have to do with IVGID's *raison d'être* as a limited purpose special utility and recreation district? Bueller? Bueller? That's the purpose of this written statement.

Look at What This Emergency Preparedness Fair Was All About³: "Residents and the public will simulate evacuating to the Incline Village Recreation Center, where they can check in and attend a preparedness fair. Located at the Incline Village Recreation Center...Vendors from Nevada & California will be present. Including the Red Cross, CERT, Team Rubicon, WCRAS, Sierra Avalanche Center, Belfor, and others." So what did the County pay the District for use of our Rec Center? What about for our unreimbursed staff time? What to reimburse Rec Center members because this facility was closed to its members while this Fair took place? What about to reimburse local parcel owners because the Rec Center was not available for their use notwithstanding their Recreation Facility Fee ("RFF") allegedly pays for the availability to access and use the District's recreation facilities?

I'm not saying events such as this one are not positive to our community. But I am saying that *THIS IS NOT OUR LANE*. And since it is the County's lane, it needs to reimburse the District for the financial losses referenced above. And if it won't, then I say find your own facility so you can check in fair attendees.

And What Kind of Community Attendance Was Realized as a Result of This Effort? A whopping "over 150 attendees participated."¹¹

Conclusion: Programs like these are simply fancy other names for PUBLIC PHILANTHROPY. We're giving away our public facilities and our public employees for endeavors advancing *other persons'* *raison d'être*. Local parcel owners are paying for these give aways, and we're not being reimbursed one iota therefore. And when I and others complain, we typically hear it's justified because it's what a community is all about. Or it's about the kids. Or the Lake. Or the fish. Or climate change. Or emergency services. Or whatever. But these people don't understand that we're not here

⁷ Go to <https://teamrubiconusa.org/>. "Team Rubicon is a veteran-led humanitarian organization that serves global communities before, during, and after disasters and crisis."

⁸ Go to <https://www.washoecounty.gov/animal/>. "Promoting responsible care of animals for a safe, pet friendly, community."

⁹ Go to <https://www.sierraavalanchecenter.org/>. "Sierra Avalanche Center's mission is to inform and educate the public about backcountry avalanche conditions in the greater Lake Tahoe area."

¹⁰ Go to <https://www.belfor.com/en/us>. "At BELFOR, we...restore property...(But we) are 'restoring more than property' – we are rebuilding homes and businesses destroyed by devastating losses."

¹¹ See page 11 of the 9/19/2023 Board packet.

for ANY of this. We're not a general government like a city or county. We're not charged with providing an array of services benefiting the health, safety and welfare of our community. We're not here for emergency services. All of those services are the responsibility of our governing government, Washoe County. So why do people make demands on us versus the County? And why do local parcel owners have to pay for these services when they should be provided for no additional sums from the *ad valorem* taxes we pay the County? And why do activities such as these repeat themselves over and over and over again?

And you wonder what your RFF and Beach Facility Fee ("BFF") actually pay for? And why they continue perpetually and but for the short run, never seem to go down or be eliminated? I've now provided answers.

Respectfully submitted, Aaron Katz (Your Community Watchdog Because Nearly 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 SEPTEMBER 19, 2023 MEETING –
AGENDA ITEM E(1) – INTERIM GENERAL MANAGER'S ("GM'S") MONTHLY
STATUS REPORT – NORTH LAKE TAHOE FIRE PROTECTION DISTRICT'S
("NLTFPD'S") CONTINUED DEMANDS FOR FREE ACCESS TO THE DIS-
TRICT'S RECREATION AND BEACH FACILITIES BECAUSE THEY
ADVANCE THEIR RAISON D'ÊTRE TO THE DETRIMENT OF
LOCAL PARCEL OWNERS AND IVGID'S RAISON D'ÊTRE**

Introduction: At the Board's August 9, 2023 meeting I submitted a written statement to be attached to the minutes of that meeting wherein I discussed the NLTFPD's free use of our Hermit Beach and the Village Green to the detriment of local parcel owners¹. Now the NLTFPD Chief and a local parcel owner (Linda Kahn) have taken the issue to a higher level. And that's the purpose of this written statement.

NLTFPD's Free Use of Ski Beach and IVGID Aquatic Employees For its Summer Water Safety Program: Did you know that for decades the NLTFPD has used our Ski Beach for its Summer Water Safety Program(s)? This is in addition to the uses spelled out in my written statement attached to the minutes of the Board's August 9, 2023 meeting¹. It's all spelled out in resident Linda Kahn's written statement which appears at pages 180-182 of the packet of materials prepared by staff in anticipation of the Board's August 30, 2023 meeting². Just listen to Ms. Kahn and Kerrian Neu, a fifth grade teacher at Incline Elementary School:

"Since 1996 or before the NORTH LAKE TAHOE Fire Department has coordinated with the Public Schools...Our 3rd through 5th grade students walk down to Ski Beach (for)...a summer water safety program (where they)...learn about water safety from NLTFD and (IVGID) Life Guards."

NLTFPD is Not Entitled to Access And Use Our Beaches, Let Alone For Free: Is the NLTFPD a local parcel owner whose property was located within the boundaries of IVGID back on June 4, 1968? Actually, the answer to this question is yes! According to the Assessor, the NLTFPD owns six (6) such properties: 863 Tanager Street (APN 132-223-07), 875 Tanager Street (APN 132-223-14), 866 Oriole Way (132-223-06), 219 E. Enterprise (APN 132-223-02), 965 Mt. Rose Highway (APN 125-030-14), and 14 Calneva Drive (APN 123-044-08). Now take a look at the property tax breakdown for each of these properties. You will see that none is assessed a Recreation ("RFF") or Beach ("BFF") Facility Fee. Well

¹ See pages 164-172 of the packet of materials prepared by staff in anticipation of the Board's August 30, 2023 meeting [<https://www.yourtahoeplace.com/uploads/pdf-ivgid/0830.pdf> ("the 8/30/2023 Board packet")].

² This statement is attached as Exhibit "A" to this written statement.

that means none of these parcels nor their owner(s) thereof are entitled to beach or recreation privileges; doesn't it³? So how is it that NLTFPD personnel are allowed to access and use our beaches, let alone for any of its programs? And where does the NLTFPD get off demanding use of our beaches for free? When you and I must pay the BFF? Could it be that the NLTFPD thinks it is entitled to free access and use simply because it is a local government?

NLTFPD Just Doesn't Understand What IVGID Is. Nor Does it Care About the Beach Deed's Use Restrictions: IVGID's not your typical local government. It's a limited purpose special district. Its beaches and recreational facilities have not been paid for by IVGID. But rather, IVGID's local parcel owners. So when anyone other than local parcel owners use IVGID's beaches and recreational facilities, there's a cost to be recouped. No free lunch! But NLTFPD demands a free lunch. So it needs to negotiate with the local government with authority to govern Incline Village/Crystal Bay rather than IVGID. And that's Washoe County.

Nor Does NLTFPD Understand That The Village Green Does Not Exist as a Landing Zone ("LZ") For Care Helicopter Flights, Let Alone For Free: The NLTFPD's arrogance is actually, stunning. Listen how NLTFPD Chief Sommers tells Sheila Leijon what can be done with someone else's (i.e., IVGID's) Village Green and why given NLTFPD's needs and without regard to the District's needs⁴:

³ See ¶¶11, 43 and 73 of Ordinance No. 7 (go to https://www.yourtahoeplace.com/uploads/pdf-public-works/Ordinance_7_-_updated_August_1_2022_-_all_changes_accepted.pdf). ¶11 instructs that Beach Access is separate and distinct from other Recreation Privileges, and has additional rules, regulations, and restrictions as set forth in Article VII." ¶43 instructs that only those "District Parcel(s) which are assessed and ha(ve) paid in full the current Recreation Fee, (are) eligible to receive Recreation Privileges," and "only parcels which were located within the District as of June 4, 1968... which are assessed by the District and have paid and continue to pay a Recreation Fee which includes a Beach Facility Fee, are eligible to receive an IVGID Recreation Pass or Recreation Punch Card with Beach Access." And ¶73 (which is part of Article VII) instructs that only "IVGID Recreation Pass Holders with Beach Access have unlimited access to the beaches." The net effect of all of these provisions is that if a parcel owner doesn't pay the BFF, his/her parcel is not entitled to beach access.

⁴ See Chief Sommers' August 1, 2023 letter at page 15 of the packet of materials prepared by staff in anticipation of this meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/E.1._-Reports_-_Interim_General_Managers_Monthly_Status_Report.pdf ("the 9/13/2023 Board packet")]. That letter together with Sheila Leijon's comments on that letter ["the letter outlines (NLTFPD's) requirements for the use of the lower Village Green"] which appear at page 13 of the 9/13/2023 Board packet, are attached as Exhibit "B" to this written statement.

“The lower “Village Green (field) has been a crucial p(lace for)...EMS helicopters (to b)e utilized 24 hours a day...When helicopters are lifting off or taking off from the Green, they need a direct path out to and over the water for the best lift with a patient on board...The lower part of the field provides the best transfer location for a patient and parking for our apparatus.”

And We Have Staff Who Bow to Outsiders Like Chief Sommers Rather Than We The Local Parcel Owners Who Pay Their Salaries And Benefits: That’s right. Listen to Sheila Leijon’s response to Chief Sommer’s letter⁴:

It “outlines *the requirements for the use of the lower Village Green*” which is owned by the District⁵.

What’s wrong with our employees? The same thing which has plagued the District from the very beginning!

Local Resident Linda Kahn’s Demand Trustees Dent And Schmidt Resign Because They Refuse to Allow Free Access to Ski Beach to Elementary School Kids So They Can Participate in NLTFPD’s Summer Water Safety Program²: This is an example of how local residents are as ill-informed as Chief Sommers. IVGID is not here to furnish social programs like this one. Let alone at the expense of local parcel owners. So why chastise Trustees Dent and Schmitz Ms. Kahn? If you want the school district to furnish programs such as these, complain to the School District. Or the County. But not IVGID.

And What is This Garbage of Providing IVGID Personnel to Augment NLTFPD’s Summer Water Safety Program at Local Parcel Owners’ Expense? And you want to add insult to injury by compelling your neighbors to pay for IVGID aquatic personnel to become part of the NLTFPD’s program? What’s wrong with you Ms. Kahn? What does this expenditure have to do with making the District’s recreation or beach facilities available for local parcel owners’ use⁶? This is an example of probably dozens or hundreds of additional programs you and I don’t even know about which are involuntarily financed by local parcel owners. Wake up IVGID!

My E-Mail of September 9, 2023: On September 9, 2023 I sent an e-mail to the IVGID Board⁷ whereby I objected to staff’s buy-in to Chief Sommers’ letter⁴ where he attempts to direct what the District can and cannot do with the lower Village Green! As the reader can see, I asked the Board to put an end to this inappropriate behavior.

⁵ See Exhibit “B.”

⁶ Is this the District’s justification for the RFF/BFF?

⁷ That e-mail is attached as Exhibit “C” to this written statement.

Conclusion: In my e-mail to the Board⁷ I made the argument that “it never gets better. The deeper one digs, it always gets dirtier. When are we going to learn? When are we going to change our behavior? When are we going to right this wrong ship?”

We always get some “do good” or “feel good” answer to the question like it’s what a community is all about. Or it’s about the kids. Or the Lake. Or the fish. Or climate change. Or it’s for emergency services. Or whatever flavor of the month you’d like to insert. But these people don’t understand that we’re not here for ANY of this. We’re not a general government like a city or county. We’re not charged with providing an array of services which benefit the health, safety and general welfare of our community. We’re not here for the kids. Nor our seniors. Nor for their health care. We’re not here for emergency services. All of these are the responsibility of our governing government, Washoe County. So why do people keep making demands on us versus the County? And why do local parcel owners have to be the ones to pay for these services when they should be provided for no additional sums from the *ad valorem* taxes we pay to the County? Or NLTFPD inasmuch as we pay *ad valorem* taxes to it as well.

Local parcel owners have to pay for “the availability to access and use” District owned recreation and beach facilities. How come WCSO, NLTFPD, NDOW, Renown Hospital and others don’t have to pay for the same availability? When a NLTFPD helicopter makes an emergency landing or take off on the Village Green, does it not charge the user or benefactor of that landing/take off a fee? Even though it can be in the tens of thousands of dollars or more, how much does NLTFPD share with the District (the answer is nothing)? When the NLTFPD uses public streets to deliver a person in need of emergency health care to a hospital, does it not charge the user or benefactor of that service a fee? And even though those fees can be in the hundreds or thousands of dollars or more annually, how much does it share with the District? According to Ms. Herron, the answer is nothing? How come it’s always a “give and take relationship” between our third party partners and us whereby we’re always the givers and they’re always the takers? Bueller? Bueller?

And you wonder what your RFF/BFF actually pay for? I’ve now provided answers.

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

EXHIBIT "A"

*Linda Kahney
625 Lariat Circle*

SUMMER WATER SAFETY PROGRAM:

- **Since 1996 or before the NORTH LAKE TAHOE Fire Department has coordinated with the Public Schools a summer water safety program AT SKI BEACH in collaboration with the IVGID life guards.**
- **On April 18, 2023, at 11:58 Kerrian Neu, a fifth grade teacher at Incline Elementary School emailed Trustees Schmidt & Dent on April 18 the following:**

“Each end of the school year our 3rd through 5th grade students walk down to Ski Beach and learn about water safety from NLTFD and Life Guards. Students go for one hour each grade (3rd 10-11, 4th 11-12, 5th 12-1). Students learn for 30 minutes and then the Fire Department cooks a hot dog lunch. Teachers attend and watch groups. Starting last year, we have been asked to get passes or have punch cards donated to attend. Before this, we just went during our time. We understand Ordinance 7, and its importance, but our students are also just going to learn how to be safe at the beach and near water during the summer months.

Can you help us? We would love to keep attending and have our students learn from IVGID employees and the Fire Department without trying to get people to donate punch cards. Is it possible to get a waiver for this event only?"

- **On April 18, 7 minutes later, at 12:05, Trustee Scmitz responded:**

"Thank you for the question. As Trustees, we are obligated to protect the District's assets, and that includes our deed restricted beaches. Our beaches are restricted to those whom are beneficiaries of the beach deed, and that includes parcel owners and their guests. Punch cards are no longer transferrable except to a guest of a parcel owner, per Ordinance 7."

- **NLTFD went to STATE PARKS, got permission & in conjunction with State Parks, IVGID lifeguards there was a summer water safety program at Sand Harbor AND the school district had to pay to bus the children.**
- **The students could have been GUESTS of parcel owners but the process was too Cumbersome.**

Trustee Schmitz, you continue to show by your actions:

- a. **You don't care about your community schools**

**b. You don't PRIORITIZE the SAFETY EDUCATION of the children
in our COMMUNITY**

**As a member of this community, my husband and I find it abhorrible
that educating our children on water safety is a detriment to
maintaining the beach deed.**

**Your laser focus on BEACH DEED is shameful and Elitist. Once again,
your exclusive use objectives take precedence over educating students
for one hour on the beach. PLEASE RESIGN.**

**As a community, we should MUST EDUCATE the children. ALL OF
THEIR PARENTS SHOULD BE SIGNING THE PETITION AND DEMANDING
THAT YOU RESIGN.**

EXHIBIT “B”

BMP'S

TRPA's Watersheds & Water Quality Program Manager, IVGID Engineering and Parks and Parks & Rec staff met to assess required Best Management Practices (BMPs) for the Burnt Cedar Pool project and Beach. TRPA will provide guidance and details regarding erosion control and compliance measures for BMP recertification at Burnt Cedar.

Village Green Dog Park Updates:

TRPA's Watersheds & Water Quality Program Manager, IVGID Engineering and Parks and Parks & Rec staff met to evaluate and assess the upper Village Green and the forested area to the west of the Green as a potential site for a dedicated dog park. The preliminary discussion with TRPA on the location was favorable. TRPA's Environmental Improvement Program Senior Planner and IVGID's Director of Parks & Recreation are in discussion regarding the potential for the dog park project to qualify as Environmental Improvement Project (EIP). Incorporating water quality and recreation improvements as well as restrooms and parking for the Incline Way Recreation Corridor may provide the elements needed for EIP qualification.

Chief Ryan Sommers, NLTFPD provided written documentation confirming public safety comments made at the July 26, 2023 Board of Trustees Meeting dog park update. The letter outlines the requirements for the use of the lower Village Green as a LZ for Care Flight in the transport of local critical patients. (Exhibit A).

The Dog Park Committee intends to host a community forum and a community survey to gather input on topics which will include:

- a) The continued community support for a dedicated dog park
- b) Opening Ski Beach to dogs and their humans from October 15 through April 15 each year
- c) Level of interest in various dog park features
- d) Pricing appetite and funding options for the dedicated dog park

TENNIS PICKLEBALL CENTER

Season Ends October 22, 2023

Tennis:

- Black Eagle Consulting is currently assessing the safety and court infrastructure at tennis. Upon conclusion of the assessment, recommendations for improving the tennis courts will be provided to the Board.

Pickleball:

- Tennis court #8 was recently converted to three Pickleball Courts - two practice courts and one exhibition court - to help accommodate the growth of Pickleball. On courts 8, 9, 10 & 11, safety modifications were completed. Staff is currently working with industry experts to determine the best/safest option for court divider nets.

Five Year Beach Visit Comparison (to date)

	May 1 - Sept 7				
	2023	2022	2021	2020	2019
IVGID Recreation Pass Visits	137,056	130,305	109,657	121,958	98,126
Adults	43,070	47,291	46,089	45,189	68,680
Youth	12,305	13,857	13,053	16,838	22,569
Season Passes Sold	226	156	240	274	215
Season Passes Scanned	1,524	1,197	1,811	3,455	1,885
Daily Boat Launches	2,822	2,255	3,215	1,950	2,424

REC COUNTER

Communication regarding the consolidation and relocation of paddleboard racks on Ski Beach will begin in September. The ultimate goal is to relocate existing kayak racks away from the stream environmental zone in compliance with TRPA regulations.

The Recreation Pass audit continues ensuring all issuances are in compliance with Ordinance 7. Staff intends to provide Ordinance 7 recommendations to the Board of Trustees in November. These recommendations include a review of the family tree as it relates to grandchildren of the owner.

Exhibit A

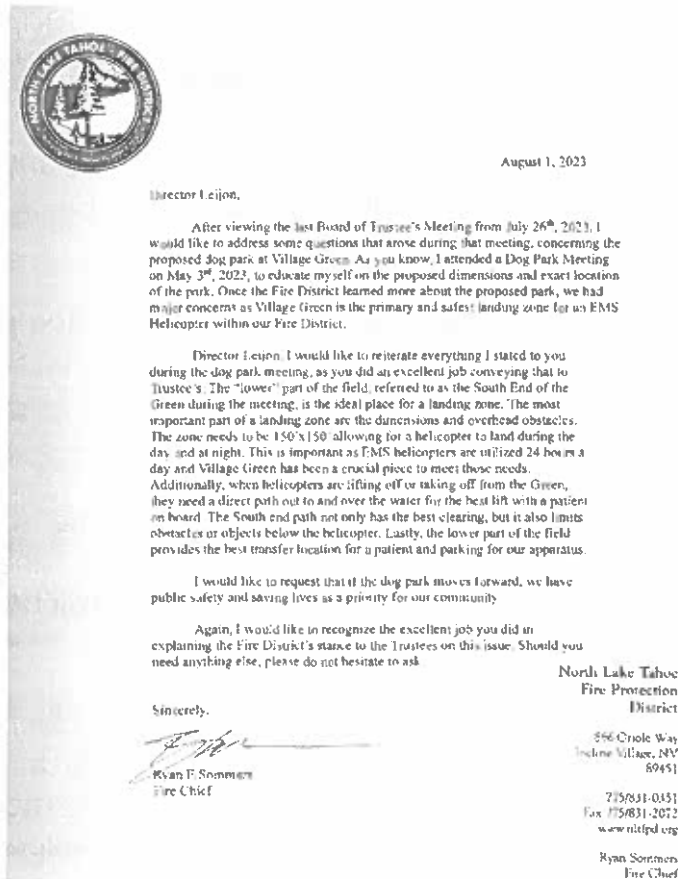


EXHIBIT "C"

Sep 13, 2023 Board Meeting - Agenda Item E(1) - Sheila Leijon's Update on Village Green - Chief Sommers' Demands on SOMEONE ELSE's Property

From: <s4s@ix.netcom.com>
To: "Dent Matthew" <dent_trustee@ivgid.org>
Cc: "Schmitz Sara" <schmitz_trustee@ivgid.org>, "Tonking Michaela" <tonking_trustee@ivgid.org>, "Tulloch Ray" <tulloch_trustee@ivgid.org>, "Noble Dave" <noble_trustee@ivgid.org>
Subject: Sep 13, 2023 Board Meeting - Agenda Item E(1) - Sheila Leijon's Update on Village Green - Chief Sommers' Demands on SOMEONE ELSE's Property
Date: Sep 9, 2023 4:24 PM

Chairperson Dent and Other Honorable Members of the IVGID Board -

Take a look at Sheila Leijon's Village Green "Update" at page 13 of the Board packet for Wednesday's meeting, as well as Chief Sommers' August 1, 2023 letter at page 15 of the Board packet for that meeting. Here Chief Sommers is in essence dictating to the District what we can and cannot do with our property. And Sheila being the powerhouse executive that she is, readily accedes: Chief Sommers' "letter outlines the requirements for the use of the lower Village Green as a LZ for Care Flight in the transport of local critical patients."

No I'm not against emergency helicopter service for Incline Village. But that's not what this is about. It's about you Board members taking charge and changing the way our facilities are used, by whom and for what.

The NLTFPD, WCSO, NDOW, TRPA, Washoe County, and whomever else, have their mandates. And we have ours. We don't tell these other political subdivisions what they can and cannot do to advance their mandates, especially on THEIR properties.

So where do you get off telling us what our mandates are, and on OUR properties no less? And where do sheepish we get off acting like Star Wars storm troopers responding "yes sir" to third parties like Chief Sommers who "suggest" what our answers should be? This has to end.

Look what happened with the disc golf course lands. We gave them away for nothing, and now we've handcuffed ourselves because we can't use them for a dog park. Thank you Kendra and staff!

Look what almost happened with the failed Rec Center expansion. Constructing what the Duffield Foundation wanted would have forever handcuffed us on our ability to further expand the Rec Center for OUR needs. Thank you Indra and your staff!

Look what happened with the Visitor's Center land. We gave away our lands for nothing, and now when we need to use them for what could be part of our required lands for a dog park, we can't because we've handcuffed ourselves forever.

Look what happened with the Parasol Building. Again we gave away our lands for nothing, and now when we need to use them for what could be a new admin building, we can't because we've handcuffed ourselves forever.

Now we have another possible location for a dog park, and we can't use our own property because someone else is telling us what we can and cannot do with our own property!

In all of these examples we're involved in give and take relationships. And in all, we're the givers and favored third party

collaborators are takers. But the difference here is that the District is dragging me and my fellow local parcel owners along for its ride, involuntarily, as its giver.

Who paid to acquire and improve the Village Green? Who pays to maintain it? Who paid to construct an adjacent parking lot so NLTFPD could use it for its apparatus? Who paid to construct restrooms so NLTFPD could use them associated with its use of our parking lot? What does any of this have to do with local parcel owners' recreation?

How much is NLTFPD contributing towards our costs? How much is NLTFPD reimbursing us for the costs we incurred to make this asset available for its use? How much does NLTFPD pay us insofar as Rec Fees are concerned associated with the six (6) local parcels it owns? Where in NRS 318 does it expressly state (Dillon's Rule) that IVGID has the power to exempt anyone from paying a rate, toll or charge it adopts? Tell me NLTFPD doesn't benefit like every other business in town from the recreational facilities we pay on their behaves? It's a recruiting tool, isn't it? And what are you paying for your fair share of that recruitment?

Finally, please understand that in this instance there's more. NLTFPD's EMS helicopter service is a commercial, for profit, business enterprise. That's right! A money making business. When conducting emergency services, does NLTFPD charge anyone for the helicopter services furnished? And if so, how much does it share with its IVGID partner who provided the location, parking and bathrooms necessary for its apparatus? Bueller? Bueller?

So here's my message to NLTFPD: If you need a helipad location for your EMS LZ For Care Helicopter take off and landing commercial business enterprise, go construct your own! On your own lands rather than ours. Don't be a taker like those in our community who demand that their neighbors involuntarily subsidize their recreation. Your "needs" are interfering with your neighbor's. So stop relying upon someone else to do your mandates. Or if you really, really want to be up front and honest about it, and lower Village Green is really the only ideal location in Incline Village, purchase it from IVGID. Let's have the land appraised and you can PAY US the FMV.

That is, assuming we want to sell. Because if we don't, you'll have to find your own heliport land.

When are we going to learn? When are we going to change our behavior? When are we going to right this wrong ship? We always get some answer like it's what a community is all about. Or it's about the kids. Or the Lake. Or the fish. Or climate change. Or emergency services. Or whatever. But we're not here for ANY of this. We're not a general government like a city or county. We're not charged with providing an array of services benefiting the health, safety and welfare of our community. We're not here for emergency services. All of those services are the responsibility of our governing government, Washoe County. Or possibly the NLTFPD. So why do people make demands on us versus the County? Why do our senior staff stupidly go along with the program? Why do local parcel owners have to pay for these services when they should be provided for no additional sums from the ad valorem taxes we pay the County? Or the NLTFPD (yes, we pay ad valorem taxes to them as well)?

Just like you took a stand on the beach deed, you need to do the same with NLTFPD and its use of our Village Green.

And while we're at it, "hey you get off of my" beach! It's okay to deny beach access to our employees because of the beach deed? And it's okay to deny that access to Crystal Bay parcel owners even though we're "one district, one team?" And it's okay to deny access to Kerrian Neu's fifth (5) graders? But it's not okay to deny access to NLTFPD. And WSCO. Do you need to get another legal opinion to politically support what in your heart you know is right?

Thank you for your cooperation. Aaron Katz

IVGID Meeting 09/19/2023

Trish McKowen, Incline Village resident

It's clear to many residents in town that the board meeting that should have taken place last Wednesday was moved to tonight for several reasons. The board has said it was because they missed the posting time. You could have rescheduled the meeting on another day that didn't disrupt multiple events happening this evening. Like the Inliner event and another large gathering on Ski Beach. It's clear to me that Trustees Schmitz, Dent and Tulloch did not want any more public comment prior to the submission of the petition signatures.

I will be reading a public comment tonight from Kristie Wells who could not attend this evening because she is in charge of running the Inliner event at Aspen Grove. Here is her public comment

I have a written statement and supporting documents to be attached to the minutes of this meeting

In reviewing tonight's agenda, I see that Frank Wright has applied for the Golf Committee. I respectfully ask that you void his application and ban him from applying for any future IVGID Committees.

I am submitting several recent interactions Mr. Wright has had with community members on Nextdoor, all clearly showing he is not capable of having civil discussions about difficult topics. And please note, this is but a small collection of posts that have taken place over the last month. There are hundreds more, and you can also hear how he speaks about IVGID staff and community members every time he leaves a public comment.

I believe the Golf Committee will be faced with some tough challenges in the coming year, and do not feel that Frank has the ability to keep his calm when interacting with IVGID staff or other community members.

I am submitting these examples for the record and trust you will make the right decision for IVGID staff, fellow Committee members and those in this community who regularly have to interact with him.

Thank you on behalf of Kristie Wells.

Example of Frank Wright's commentary on social media that should confirm he is not well suited to sit on an IVGID Committee.

- (1) Attacks community members, regularly. This time, he called pro-recall supporters "vermin." Classy, right?

https://nextdoor.com/p/KBtcCBmYy4j6?utm_source=share&extras=MjQ1Njk2OTI%3D (this post has since been deleted by Nextdoor admins for breaking guidelines).



Frank Wright

Incline Village/Crystal Bay · Edited 9 hr ago · 🌐



We got an infestation!

The "vermin" of Incline Village.

We all have been exposed to these little critters that show up out of the blue, never been seen before, never offering anything of value, but they're there.

Some have little pony tails, some live to be really old.

Some show up in pairs. Some are in big groups.

These little critters have some funny names, there is the "Whiner" vermin, known for just wondering aimlessly around.

Stay away from the really dangerous "Alice" Vermin, this critter is one of the most vicious, disgusting vermin known to man. This Alice "vermin" can make things disappear, it will chew a residents legs off.

Wear gloves, please protect yourself, the bite will kill you!

We just can't get rid of these dangerous little critters, seems like many are sneaking in from California.

If you get bitten by one of these little critters, seek phycological attention immediately.

I "Recall" they can't be exterminated, it's useless! They just lie, and wait like snakes in the grass!

Many have been seen running around our local grocery stores.

These Vermin are killing property values.

It is costing the residents thousands of dollars a day feeding the many habits of these Vermin.

Be the first to react



4 Comments



Share

(2) Continues to spread the rumor that the IVGID books were cooked.

https://nextdoor.com/p/Jmbth94GHF9c/c/1008957829?utm_source=share



Frank Wright · Incline Village/Crystal Bay · 6d



It is a lie, it's to continue ripping off our community by those who want residents to pay for those recalls recreation. Cooked books, theft, the list is endless, don't sign the petition. Let's keep our amenities safe!

(3) Blasting IVGID employees on social media

https://nextdoor.com/p/mmB5LJywrz9p?utm_source=share&extras=MjQ1Njk2OTI%3D



Frank Wright

Incline Village/Crystal Bay · 5 days ago · 🌐



Are all the streets in Incline one way?

So if a citizen confronts a valued employee, the citizen loses all recreational privileges without a hearing, and in some cases the citizen is never notified of the suspension.

The draft and unsigned letters have been in placed in a "citizen" permanent file to be released at a future date. This file according to Susan Herron is a privileged file! Privilege to whom?

Somehow an over zealous trustee decides to read the file at a public board meeting. Then the next day the letter is posted all over social media. The socially correct community has a field day condemning this unfairly perceived member of our community.

Some of those doing the public attacks on social media are IVGID employees. Yes, our valued, never do anything wrong employees. This district "privileged file" has grown on social media. It is as if every poster on social media has more dirt to expose on this unruly citizen. And yes, some of it coming from our district employees. So we accept this double standard as gospel?

So it's acceptable for employees to harass citizens with unsubstantiated false claims on social media, but a citizen cannot confront an employee. One way streets? Biased community?

In the real world the employees partaking in this lunacy would be fired.

Does IVGID have internal oversight?

Be careful, every street in Incline is a one way street.

(4) Claims IVGID is hiding financial reports.

https://nextdoor.com/p/x63C8kp6MrN8?utm_source=share&extras=MjQ1Njk2OTI%3D



Frank Wright

Incline Village/Crystal Bay · 3 Sep · 🌐



I would let the financials play out, they really are a mess. Without Dent and Schmitz we are going to see the same old hide and seek!

It's scary to think we might have to possibly endure Wong, and Krolick again! Ouch!

(5) Claims IVGID employees are stupid for not reconciling the accounts and has a bias against certain trustees that would make it challenging to work alongside him.

https://nextdoor.com/p/W9r-Z-bWMhXH?utm_source=share&extras=MjQ1Njk2OTI%3D



Frank Wright

Incline Village/Crystal Bay · Edited 6 days ago · 🌐



Has anyone figured out that the cringe mob would justify any and all stupid behavior, illegally releasing of privileged documents , phony financials, cost over runs, bank records not being reconciled for months, total mismanagement by the GM, violations of the beach deed, phony statements on a recall petition, violations of NRS 306.210,

a sitting trustee reading a privilege document at a public meeting which was stolen from the district and then giving it to social media.

A trustee, who thought he could run for a fourth term violating the term limits for the state of Nevada, same trustee that was convicted of drunk driving, and is a leader of the recall petition.

Saying things that are totally false at board meetings.

Saying that local businesses should be involved in politics, and it won't hurt their business , who are these residents and where did they come from?

Public comment Please add to the minutes of the meeting of 9-19-2023

From Margaret Martini, Incline Village

The reduction of the rec fee was required to comply with NRS. How many of those who signed the recall petition took the time to read the statute and understand the reason that the rec fee was reduced. This made it necessary to reduce the punch card value. Not a hard concept to grasp and you don't even need to be a math wizard to comprehend. You are NOT prohibited from bringing guests to the beach and it does not cost one dollar more to do so by buying beach passes or accompanying them with your credit card. Beach crowding was #1 in all surveys and unlimited punch card purchases has eliminated the overcrowding...and the picture pass card parking rule has made it more convenient for parking for property owners. IS THAT A BAD THING??

Another disinformation incentive to sign the petition was accusing Sara of 'loosing' the Duffield grant monies. I challenge any one of you that support the recall to produce actual documentation that commits Duffield to that amount. In actuality, was the reduction of the scope of the project to include a WOMEN'S gym dedicated gymnastics room to serve only women. The equipment needed for men is, of course, different and was not part of the plan as submitted. As a government it is not possible to provide facilities to one gender. Staff informed Sara that adding on the plan was not very viable so was not part of the plan to accommodate a men's gym. So before you run with the outrageous idea that you have lost something think about the legality of doing just the one planned women's gym. Put on your thinking cap and look at the legal ramifications and the cost of such.

The Secretary of State has dismissed the claims of violation regarding the loan between Matthew Dent and the Doblars. It was determined that Mr. Dent submitted the FDS in full compliance with Nevada law. There were no violations and the allegations in these election integrity violation reports are dismissed. That horse has been beaten to death unnecessarily if those accusers had taken the time to read the SOS determination.

How many recallers have taken time to do research all of the false accusations...or are they just following the three uninformed initiators of the recall petition into the clueless pit screaming "recall" all the way !! Sadly not informing yourselves of the true facts has its pitfalls of classifying yourselves as total follow the leaders no matter what pit they lead you to.

Margaret Martini

1 INCLINE VILLAGE
 2 GENERAL IMPROVEMENT DISTRICT
 3 BOARD OF TRUSTEES
 4
 5
 6
 7
 8 TRANSCRIPT OF HEARING
 9 PUBLIC MEETING
 10 Live and Via Zoom
 11
 12 Held at 893 Southwood Boulevard
 13 Incline Village, Nevada
 14
 15 Wednesday, September 27, 2023
 16
 17
 18
 19
 20
 21
 22
 23
 24 Reported by: Brandi Ann Vianney Smith
 25 Job Number: IVGID 6

1 APPEARANCES 2
 2
 3 **BOARD MEMBERS PRESENT**
 4 MATTHEW DENT, CHAIR
 5 SARA SCHMITZ, VICE CHAIR
 6 RAY TULLOCH, TREASURER
 7 MICHAELA TONKING, MEMBER (via Zoom)
 8
 9 **ALSO PRESENT**
 10 ANNE BRANHAM, LEGAL COUNSEL (via Zoom)
 11 HEIDI WHITE, DISTRICT CLERK
 12
 13 -o0o-
 14
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1 Incline Village, Nevada - 9/27/2023 - 6:00 P.M. 4
 2 -o0o-
 3
 4
 5 (Zoom audio starts here.)
 6 B. ROLL CALL OF TRUSTEES
 7 CHAIR DENT: Trustee Tonking?
 8 TRUSTEE TONKING: Here.
 9 CHAIR DENT: Trustee Schmitz?
 10 TRUSTEE SCHMITZ: Here.
 11 CHAIR DENT: Trustee Noble?
 12 TRUSTEE NOBLE: Here.
 13 CHAIR DENT: And Trustee Tulloch?
 14 TRUSTEE NOBLE: Here.
 15 CHAIR DENT: I'm Trustee Dent. All five
 16 trustees are present. Moving on to item C.
 17 C. INITIAL PUBLIC COMMENT
 18 CHAIR DENT: You will be allowed
 19 three minutes.
 20 MR. DOBLER: Cliff Dobler, 995 Fairway.
 21 This written statement is to be made part
 22 of the meeting minute. I see under general
 23 business, item G 1, that possible action may be
 24 taken against former human resource director Dee
 25 Carey regarding retention and disclosure of

5

1 non-public IVGID documents. So what about that
 2 current trustee, David Noble, obtaining and then
 3 disclosing non-public information regarding an
 4 internal draft letter written by Dee Carey, dated
 5 October 1st, 2020, and addressed to me? The
 6 disclosure occurred at Board meeting on August 9th
 7 2023.

8 It is remarkable that Mr. Noble sought
 9 approval from the outside attorney, Nelson, to
 10 disclose to draft letter. Mr. Nelson provided a
 11 false verbal statement to Mr. Noble that the draft
 12 letter could be read because I provided a waiver of
 13 my rights to determine character and competence for
 14 my potential appointment to the IVGID Capital
 15 Improvement/Investment Committee. Mr. Nelson simply
 16 lied by stating the "character," which was not part
 17 of the waiver.

18 This verbal statement paved the way for
 19 Mr. Noble to jump on the opportunity to libel me by
 20 reading certain sections of the draft letter, which
 21 I never received. The allegation that I had a
 22 conversation with a female staff in February of 2018
 23 wasn't totally false.

24 I was Palm Desert from November 2017 to
 25 May 2018. I lived there. As a side note, no golf

6

1 course in Incline Village is open in February.
 2 Mr. Noble did not bother to check any facts prior to
 3 reading the draft letter.

4 After all, Noble's intent was to smear me
 5 to get at Trustee Dent and Schmitz over the recall
 6 effort.

7 Subsequently at a later Board meeting, an
 8 associate of Mr. Nelson clearly stated to the Board
 9 that disclosure of non-public IVGID documents could
 10 not be released to the public without Board
 11 approval. So a single trustee and an incompetent
 12 lawyer perpetrated a smear on my character by
 13 breaking the law and reading false information about
 14 a conversation which purportedly happened over
 15 five years.

16 Within the few days after Mr. Noble
 17 exposed the confidential information, the draft
 18 letter was obtained by Mary Becker, a local
 19 resident, and was posted on social media for the
 20 world to see. The character assassination went
 21 viral as to the alleged 2018 conversation.

22 As such, I respectfully request that a
 23 general business item be included on the agenda for
 24 the next Board meeting to review, discuss, and
 25 possibly take action against David Noble and Joshua

7

1 Nelson for mishandling non-public IVGID documents.
 2 Thank you very much.

3 UNIDENTIFIED SPEAKER: Good evening.
 4 I'd like to address the situation with the
 5 premise of this recall, which is driven by
 6 self-ambition, self-serving SRT owners and some
 7 realtors who have profited by this financial
 8 involvement in becoming a city of Incline. These
 9 matters would have waited until the campaign in
 10 2024. This is a diversion and a deflection,
 11 purposely, not to become a city so that we cannot,
 12 as residents, vote on what should happen in our
 13 community.

14 For example, I went to the Candy Dance
 15 festivities in Genoa, and I met up with a woman from
 16 Zephyr Cove that was adamant in getting signatures
 17 from everybody there to stop STRs in number
 18 community. Everyone in the basin has a program to
 19 stop them. But it seems like it is done by special
 20 not to.

21 Cheryl Delahante (phonetic) who is to
 22 representative of the realtors of Incline Village
 23 supported the STRs, and said it would gather a
 24 revenue for our city or for, actually, our village.
 25 Our 28 has been rezoned for commercial

8

1 multiuse, which those businesses are in jeopardy
 2 from the US Bank all the way to Alder Avenue. We
 3 are faced with code reds, we have no viable wildfire
 4 exit, unsustainable tourism, and yet you have people
 5 on Facebook that are promoting STRs and saying that
 6 the anti recall people want to destroy IVGID. That
 7 is nothing but a boldface lie.

8 I have posts here, a Chris Huer, who, I
 9 believe is the husband of Cristy Wells that has an
 10 STR, made quite an interesting post saying that the
 11 anti recall people want and they seemingly are
 12 corrupted members of the Board want to destroy IVGID
 13 from within to cease control of the town and kick
 14 out all STRs, lock down the beaches year round,
 15 privatize our community assets, and keep the town
 16 empty except for them, just like it was back in the
 17 day.

18 In addition, Mary Kleingardner (phonetic),
 19 who is on the recall committee, insists that, you
 20 know, not interested in STRs, however, she writes in
 21 an excerpt there: So, back in the day is five years
 22 ago. They should all move out to the middle of
 23 nowhere and start their own town. Only miserable,
 24 grumpy conspiracy theorists allowed.

25 This is unreal. So I suggest that people

9

1 take their name off of the petition. You have a lot
2 of people that are new here and --
3 (Expiration of three minutes.)
4 MR. KATZ: Good evening. Aaron Katz. I
5 have several written statements I've given to the
6 clerk to be attached to the minutes of meeting.
7 I just took a little look around. Where
8 are all the haters? I guess there must be a meeting
9 at the Incliner's tonight or something.
10 Please do not pass the proposed board
11 policy for advertising insofar as the IVGID magazine
12 is concerned. The policy amounts to censorship and
13 unconstitutional viewpoint discrimination.
14 Also, hopefully, we're going to be
15 terminating the magazine because it's nothing more
16 than if propaganda rag. And if we do, then we don't
17 need the policy.
18 The idea of coming up with a media kit
19 similar to Tahoe Donner to sell sponsorship for
20 everything we do is not the purpose of government,
21 and I find it a disgusting concept for us. And the
22 fact that Mr. Raymore doesn't understand this means
23 he should not be employed by us. Just showing the
24 rest of the haters that have left.
25 Let's talk about the alleged Dee Carey

11

1 together to take that look at the real haters in
2 your community. You're the reasons why Incline
3 Village may not be the right choice for those
4 considering our community.
5 Thank you.
6 MS. MILLER: Good evening, Trustee.
7 First, I want to share some bad news. I
8 lost -- we had to put down our 12-year-old Golden
9 Retriever, who absolutely loved to swim. And I've
10 been advocating for some time that we at least share
11 our beaches for a portion of the year so that dog
12 owners could take their swimmers down to the
13 beaches.
14 I know you're going to do a survey, and
15 I'm hopeful that as part of survey, you will ask how
16 many people would be interested in having their
17 dogs, at some limited hours, limited locations, give
18 them some beach access. She dragged me, she
19 literally tried to drag me across the street to the
20 beach the final week of her life, and I had to look
21 her in the eye and tell her, "No. I'm sorry. We
22 can't." Anyway, please consider.
23 Okay. Moving on to some wonderfully happy
24 topics.
25 Some are of the opinion that bigger

10

1 leak of confidential district materials. You need
2 to put Susan Herron on administrative leave, hire a
3 forensic IT professional to learn the truth as to
4 how these materials were removed from our computer
5 servers, and then take action based upon the
6 results.
7 Finally, I want to speak to the haters in
8 our community. No, not the angry eight or the nasty
9 nine, but the hundreds of recall advocates who are
10 the nastiest, ugliest, dirtiest, most hypothetical
11 and unethical people one can imagine. Aren't you
12 the ones who proclaimed we should all get along with
13 one another, respect each other's differences, be
14 more civil to one another? Well, now we see, they
15 were all lies.
16 When this recall thing is said and done,
17 our community will be more divisive than it has ever
18 been. Congratulations to you people.
19 I said it before, and I'm going to say it
20 again: I'm embarrassed to call you my neighbor.
21 And if you think you're not portraying
22 this behavior on social media, you're sadly
23 mistaken. I saw something on YouTube the other day
24 titled "Seven reasons why Incline Village may not be
25 for you." I would ask whoever put this piece

12

1 government is better, especially with it comes to
2 IVGID. IVGID is like no other entity -- government
3 entity I've come across. Even though it has limited
4 powers, it potentially has unlimited revenues in the
5 form of something they call a "facility fee." It
6 comes on your tax bill, so everyone assumes it's a
7 tax.
8 But in Nevada, property taxes have a cap.
9 IVGID's facility fee have to cap. If they were
10 called "taxes," they would exceed that limit.
11 The recall core promoters consist largely
12 of people with real estate interest and various axes
13 to grind, disgruntled former employee, and trustees.
14 They have distorted the truth with lies about losing
15 grants, closing venues, and increasing fees to stir
16 up and enlist several large, well-connected groups.
17 Independent residents and property owners
18 who only want transparency and accountability have
19 little means to communicate their viewpoints.
20 Sadly, there are few reliable sources of
21 information in our community. We no longer have a
22 paper with local news. The largest established
23 local Facebook groups are controlled by a one-sided
24 dictator, who immediately removes posts not in
25 keeping with his personal political views.

13

1 IVGID is notorious for giving glowing
2 reports for all its activities instead of sharing an
3 honest picture of its performance. Once the truth
4 becomes more widely known, likely after a forensic
5 audit, I believe few would still support the recall.
6 We will all need time to heal from this
7 horrific attack on our elected leaders.
8 If you feel you've been misled, it's
9 really not too late. Until the signature
10 verification is completed, you can email
11 electionsdepartment@WashoeCounty.gov. Give them
12 your and address and state which petition or
13 petitions you want your name removed from, be it the
14 recall of Matthew Dent or the recall --
15 (Expiration of three minutes.)
16 MR. EPPOLITO: My name is John Eppolito.
17 I've been a local real estate broker associate in
18 both states for 25 five years.
19 Regarding the recall, immediately after
20 that Rec Center debacle, I spent time studying what
21 happened and wrote this. I learned there were
22 several missteps by staff long before Sara's no
23 vote. I'll submit this for the record, and I have
24 copies for anyone who's here.
25 Back in October, I stated to this Board

15

1 these meetings and be disrespectful and rude to
2 current board members.
3 It appears the goal of some people who
4 support the recall is to replace polite, respectful
5 people with someone who is rude and disrespectful.
6 Recently in comments to this Board, I've
7 question the subjective language in the petitions.
8 Now in this article in the Nevada Globe, she says
9 the language in the petitions may violate NRS
10 306.21.
11 Whether language in the petition is
12 approved or not, I, for one, would like to see a
13 community forum to discuss the issues on the
14 petitions, plus the current financial status of the
15 District.
16 Thank you.
17 MS. USINGER: Caroline Usinger, Jackpine
18 Lane, Incline Village.
19 I don't appreciate -- for all the people
20 who have just called the recall people all those
21 names, I do not appreciate it. And I do not
22 appreciate being categorized as a realtor or any of
23 other things. I am not and I am not misled.
24 Tonight's agenda would be hysterical if it
25 weren't so tragic. Tonight, we get to watch the

14

1 that I did not agree with Sara's no vote. For a
2 long time, there has been a small group of people
3 who come to these meetings to berate, intimate, and
4 bully this Board and former general managers.
5 Now there is a small group of people on
6 the, quote, other side who support the recall who do
7 the same thing to the two board members here and on
8 social media.
9 In my opinion, the majority of the people
10 who sign the petitions have honorable intentions.
11 But, unfortunately, I believe the large group of
12 petition signers have given the small group at these
13 meetings and on social media the leverage to bully,
14 intimidate, micromanage two members of this board.
15 I don't know if Sara was overzealous with
16 staff or people trying to get on to our beaches.
17 All I know is I've never seen Sara or Matt be
18 disrespectful to anyone. Even as people are rude
19 and disrespectful to them, both -- here at these
20 meetings and on social media, both of them have
21 always shown decorum and respect for others.
22 This is in director opposition to way some
23 act. In particular, the realtor slash best friend
24 of former board president who is leading the recall
25 attempt. Recently, I've seen her disrupt two of

16

1 Board retaliate against Dee Carey for sins, while
2 letting Cliff Dobler off from any public criticism
3 for his nasty behavior towards IVGID staff, both in
4 2019, and most recently, this year.
5 Ms. Carey was simply trying to support
6 IVGID staff from more toxic interactions with Cliff.
7 Let's make sure we punish her hard for that.
8 Let's turn to the Moss Adams' report. It
9 says that the Board approved a contract in its
10 May 1st, 2023 meeting. Too bad there was no IVGID
11 board meeting on that day, and I can't find any
12 evidence of contract. I'm wondering how much IVGID
13 is paying for phase one, and what phase two will be
14 about. I also question the entire report since
15 recommendations to redo a strategic plan are
16 irrelevant when IVGID has virtually no senior staff
17 and is in the middle of a trustee recall. Nice use
18 of IVGID funds.
19 The Moss Adams report is hilarious in
20 recommending that there be a community survey to
21 determine it's needs and preferences, given that
22 over one-quarter of the people who voted in 2020 are
23 currently voicing their opinions in the current
24 recall.
25 I've been sitting in front of Raley's all

17

1 summer and can save IVGID a whole lot of money on
2 this survey. The community wants the current board
3 majority out. It wants IVGID staff treated like
4 they are part of our community, not evil to be
5 pushed out. It wants everything as it was before
6 the current Board screwed it up, with the exception
7 of working on a viable, non-drastic way to handling
8 overcrowding on the beaches. And that does not mean
9 putting walls around the beaches or making employees
10 sit on streets to each their lunch.

11 But back to the Moss Adams report. What
12 about Moss Adams's recommendation to have an
13 employee survey? That will go over really well,
14 given they're all being micromanaged with the threat
15 of retaliation over their heads. Let's be sure to
16 spend a lot of money on that one too.

17 What about their recommendation to change
18 the management structure, conveniently demoting
19 Susan Herron? This make a whole bunch of sense,
20 give the report says there are no reported problems
21 with the current system. So let's upend more things
22 so we can pay Moss Adams to create new policies and
23 procedures, shall we?

24 Particularly enjoyed Moss Adams'
25 recommendation to pay \$25- to \$40,000 to set up an

19

1 talk Dee here in a minute. Judith Miller derates a
2 top financial executive for a fortune 50 who
3 volunteers his time to this community, and she has
4 no financial experience. Pretty ignorant if you ask
5 me.

6 Mr. Dent, I read the article where you
7 talk about the beach deed and the plain language
8 that we had to rule on because of a, quote, legal
9 opinion. I've had a lot of lawyers work for me in
10 business. You get ten of them in a room, and you'll
11 get ten differing opinions. I question whether or
12 not that had to be done to impact our employees.

13 Also, the comment about being on the Board
14 for over eight years, and you see this turnover in
15 senior management every two to three years. That's
16 crazy. But I will say, because I'm running out of
17 time, Mick Holman put a nice article together you
18 all you Board members regarding G 1, so I hope you
19 pay attention to that. It talks about
20 whistleblower. And if you look at your Moss Adams
21 report -- which I thought was very good, quite
22 honestly -- we have a major gap in our whistle
23 blower policy. We also have a full gap in our
24 non-discrimination policy and anti-harassment
25 policy.

18

1 onboarding training for the Board since they don't
2 seem to understand their role. I can save everyone
3 a bunch of money here too. Stop micromanaging the
4 staff, stop sending endless emails to them, and let
5 them do their job. There. Training done.

6 MR. WATSON: Hi. I'm Rob Watson, live on
7 Country Club Drive, been here about six years.

8 I'm going to hand over a political
9 platform for the recall committee so it's on the
10 record. I've been a little stressed over a lot of
11 other things right now, so I didn't have a lot of
12 time to prepare for this.

13 I'm really here to support the thousands
14 of members of our community are behind the recall.
15 And I do social media. I believe anybody that does
16 that is just whacked. But I've heard some things
17 that have been posted on social media, and actually
18 brought up in this meeting, by the, quote, angry
19 eight.

20 Frank Wright believe that the gen fees are
21 paid by IVGID in golf clubs. That's a complete lie.
22 Show me the facts. That's just not true. Cliff
23 Dobler, you lied to the Board about a suspension on
24 August 8th. You've gone out there professed that
25 you, quote, own this board. I mean, come on. I'll

20

1 Let's talk about observations that they
2 made, and I'm not going to have enough time to go
3 for it, but I really recommend everybody read that
4 report. It talks about what a board is not supposed
5 to do, and their not supposed to micromanage. And
6 that is what observed six months ago when I was
7 dealing with the golf stuff.

8 This Board made a decision on the
9 cancellation policy, then they had to change it.

10 Sara, I guess we have a golf committee,
11 you've already reached to golf committee members,
12 you're not even the trustee from the Board, why are
13 you reaching out to them? That's micromanagement.
14 That's got to stop. That's why the recall is
15 happening.

16 Thank you very much.

17 DR. WYMAN: Well, a first confession.
18 Andrew Wyman, 170 Village.

19 I ran out of to door to come over here
20 tonight. I took fifty paces and then realized I
21 didn't put in my new hearing aids. So I had run
22 home and them now, and now I'm ready.

23 To start, the Capital
24 Improvement/Investment Committee met for their first
25 meeting yesterday. I sat through the meeting, along

21

1 with one other community member, and found it --
 2 while I'm not an expert, I found it to be a really
 3 extraordinarily good effort. The people on that
 4 committee, presently, have no ax to grind, and they
 5 seem to be highly competent and good at what they
 6 do. So I'm looking forward to that committee being
 7 very helpful.

8 What I want to talk about tonight is
 9 bullying. The concept of bullying. Something
 10 that's widely acknowledged when it comes to kids.
 11 There's been a whole lot of research on that. And
 12 in recent years, there's also been a whole lot of
 13 research on bullying amongst adults and in
 14 organizational structures. I would commend the
 15 Board read some of that information.

16 A definition of bullying: Bullying seeks to
 17 harm, intimidate, or coerce somebody. It involves
 18 an individual misusing power over a person who feels
 19 unable to stop it from happening. It is frequently
 20 deliberate and repeated. Verbal bullying includes
 21 such things as name calling, insults, intimidation,
 22 or verbal abuse.

23 Peculiarly, the bully is frequently the
 24 last one to know what they're doing. Why? Because
 25 bullying is in some sense, particularly amongst

22

1 adults but also kids, a narcotic. A bully feels
 2 empowered. A bully feels strong. A bully does what
 3 they want to do until somebody stops the bully.

4 IVGID, as a community, has a long history
 5 of public bullying at these meetings. The impact of
 6 that: demoralization, disgust, withdrawal of
 7 community members and staff.

8 When staff are bullied, the outcome of
 9 that is a deficiency in morale and in performance.
 10 Both plummet. There's a great deal of research on
 11 that. There's a recent example of bullying just at
 12 the last meeting, one community member talked about
 13 a dirty public employee who was absolutely out of
 14 control, incompetent, and a liar, a cancer on the
 15 community, that person wanted employment terminated
 16 immediately.

17 I have more to say. I might wait until
 18 the end.

19 CHAIR DENT: Can we go to Zoom, please?
 20 DR. RINER: Dr. Myles Riner, Valerie
 21 Court, Incline Village.
 22 Chairman Dent, when you disclosed your
 23 loan from Mr. Dobler prior to voting on his
 24 appointment to the Capital Investment Committee, we
 25 all got the message from you that you had contacted

23

1 your friends on the Ethics Commission, and they
 2 advised you that if you disclosed your loan from
 3 Mr. Dobler you could feel free to vote on his
 4 appointment. This may not have been the message you
 5 intended to send, but it is the message we all
 6 received. We now know this would have been
 7 impossible because the Ethics Commission has a
 8 policy prohibited them from advising elected
 9 officials as to whether or not they need to abstain
 10 from voting on a measure.

11 In any case, when a representative of the
 12 Nevada Secretary of State's Office, paid to Incline,
 13 to educate the Board on ethics issues, she made it
 14 clear that trustees should recuse themselves
 15 whenever there is even the suggestion of a conflict
 16 of interest.

17 That is what you should have done. You
 18 may believe that this is a moot issue now that
 19 Mr. Dobler has withdrawn from this committee, and
 20 that might have been the case had you not chosen to
 21 consider taking action against Dee Carey for
 22 purportedly revealing the letter to Mr. Dobler
 23 rescinding his golfing privileges for three months
 24 because of appropriate interactions with IVGID
 25 staff.

24

1 Here's the problem: Considering the fact
 2 that certain trustees seem to take the question of
 3 conflict of interest when voting on committee member
 4 assignments lightly -- or committee appointments
 5 lightly, and that candidates are still, per the
 6 District's legal counsel, required to sign waivers
 7 allowing public discussion and consideration of
 8 their qualifications for appointment. And that
 9 Ms. Carey undoubtedly believed that the existence of
 10 this letter to Mr. Dobler and certain portions of
 11 the contents of the letter had already been made
 12 part of the public record while his appointment was
 13 being considered. The pursuit of action against
 14 Ms. Carey for disclosing what had already been
 15 disclosed will only come cross as vindictive and
 16 mean.

17 Everyone involved in the decision to
 18 appoint Mr. Dobler to the Capital
 19 Improvement/Investment Committee has something to be
 20 embarrassed about. Perhaps least of all, Ms. Carey.

21 If you must, remind everyone about keeping
 22 confidential documents confidential, and then for
 23 everyone's sake, move on. The greater question is
 24 how will this Board and this community be able to
 25 protect or IVGID staff, especially our younger

25

1 staff, from inappropriate interaction --
 2 (Expiration of three minutes.)
 3 MS. WELLS: Hi. Christy Wells, Incline
 4 Village resident.
 5 At the start of last week's meeting,
 6 Chairman Dent removed item G 4, the Dobler
 7 investigation, from the agenda. Everyone in this
 8 community knew what was going to happen next. And,
 9 of course, as expected shortly after the change was
 10 made, Mr. Dobler called in during the public comment
 11 period and resigned from the Capital
 12 Improvement/Investment Committee. While this should
 13 have happened two months ago, I will take this
 14 opportunity to say thank you for finally doing the
 15 right thing.
 16 The Board also discussed the need to
 17 create a new policy around the handling and
 18 distribution of confidential or non-public
 19 information. While it's clear that several members
 20 of this Board cared more about how these in these
 21 documents got out than what was actually in these
 22 documents, policy should be developed so that IVGID
 23 staff has clear guidelines around that handling and
 24 potential distribution of said materials.
 25 Item G 1 on tonight's agenda, this now

26

1 feels like an attempt to intimidate IVGID employees
 2 and staff from ever speaking up again. And if this
 3 is not intimidation, then it could be perceived as
 4 retaliation on behalf of Mr. Dobler.
 5 Ms. Carey should be commended for trying
 6 to protect other IVGID staff. You are trying to
 7 smear her name and discredit her knowledge. It's
 8 disgusting, and the community sees who you are.
 9 Chairman Dent and Trustee Schmitz, this is
 10 yet one more reason why we are asking you to resign,
 11 as you are putting items like this in an agenda
 12 while sweeping others under the rug. You are not
 13 acting to the benefit of the community, but simple
 14 for the benefit of a single community member. It's
 15 disgraceful.
 16 I would encourage you to remove this item
 17 from tonight's agenda and stop any attempt to
 18 tarnish this former employee's reputation.
 19 Thank you.
 20 MR. WRIGHT: Frank Wright, Crystal Bay.
 21 First of all, Mr. Watson, I provided
 22 documentation where we paid for PGA fees. It was
 23 given to me by the district.
 24 Second of all, listening to the people who
 25 are coming forward and spouting off without any

27

1 information or information that can be substantiated
 2 and attacking those people who have provided facts,
 3 documentation, information is just sick. But, you
 4 know, I can't stop you. You can say anything you
 5 want to say. It's a public forum.
 6 As far as the mess that we have with Dee
 7 Carey, let me make this very clear, Ms. Wells, she
 8 committed a crime. She took public documents home.
 9 She quit this district, she went someplace else, and
 10 she took IVGID property with her. That is a crime,
 11 and she should be prosecuted.
 12 As far as Trustee Noble, I have contacted
 13 the Washoe County board of commissioners, and I'm
 14 asking them to sensor Mr. Noble for his behavior as
 15 a licensed attorney, not knowing better, and reading
 16 something that was never to be provided to the
 17 public, something that was never adjudicated, he
 18 read it, and he did it one intent and that was to
 19 embarrass a community member. He was elected by
 20 this community to represent us, not to destroy us.
 21 The people that have come forward and have
 22 gone after Mr. Dobler since that was out -- and,
 23 yes, Mr. Wells, you're one of them -- really should
 24 look in your mirror and say, wait a minute, am I a
 25 good person? Do I have documentation that can prove

28

1 all these allegations? Or am just going to spout
 2 off and start saying things about Dr. Dobler that I
 3 think might be true?
 4 He's never had a hearing. He's never had
 5 due process. And the things that you're saying, I
 6 think, could be held against you could held for
 7 libel. All of you. Everyone one of you has posted
 8 on social media. Should look in the mirror and find
 9 out just where you are socially good. Are you a
 10 good person? I don't think so. I think this has
 11 got to come to an end. I think the District has to
 12 do something about these people, and find out the
 13 chain where this thing went.
 14 And Mr. Noble, you should resign. What
 15 you did is horrible. Absolutely horrible. I can't
 16 believe, as an attorney, you would even get involved
 17 in this stuff. I can't believe you did that. And
 18 now, hopefully, the Board will take action. And,
 19 hopefully, a sheriff will be going to Ms. Carey's
 20 house and getting the rest of the stuff that she
 21 probably has on other citizen in our community which
 22 hasn't has been adjudicated.
 23 Thank you.
 24 MS. WATSON: Thank you. My name is Maria
 25 Watson, and I happily married to Robert Watson.

29

1 I just want to share a couple of things.
 2 I'm a sideliner. I do not have a dog in this fight.
 3 I don't need three minutes. And much like Ms. Katz
 4 and Ms. Dobler, I know what my husband stands for.
 5 I am not here to defend anything that has come out
 6 of his mouth. I am my own brain. But I will tell
 7 you this: I sat at recall tables at the beach, at
 8 Raley's, and the people that came up to thank me for
 9 being there. I'm not even active in this community.
 10 I have a day job. But these employees that
 11 identified themselves as IVGID employees thanked me,
 12 repeatedly.

13 And we need to understand if you don't
 14 think we have a case, go talk to the employees. I'm
 15 at the Rec Center every morning, working out every
 16 morning, and now I have seen a lot of the faces that
 17 go with the people that I watch in the Rec Center.
 18 We're all good people. But this community, this
 19 village that I love so much is going down the drain.
 20 We are allowed to opinions. That's America. We
 21 don't all have to agree, and we don't all have to
 22 call each bad people.

23 But this village better get a clue that
 24 our employees are gonna flee. They are not happy.
 25 They talk about being micromanaged. They talk to

30

1 me, and I'm nothing in the scope of all of this. I
 2 have no power, but I listen and I'm innocently
 3 caring about people that feel wronged. So let's get
 4 it right.

5 Thank you.

6 CHAIR DENT: Any other public comments?
 7 MATT: We do not at this time, Chair.

8 CHAIR DENT: Okay. That'll close out item
 9 C, initial public comment. Moving on to item D.
 10 D. APPROVAL OF THE AGENDA

11 CHAIR DENT: Any concerns, questions, or
 12 movement with the agenda?

13 All right. Seeing none, we'll say the
 14 agenda is approved. Moving on to item E.
 15 E. REPORTS TO THE BOARD

16 CHAIR DENT: No reports to the Board.
 17 Moving on to item F.

18 F. CONSENT CALENDAR

19 CHAIR DENT: Item F 1, review, discuss,
 20 and possibly enter into a short form construction
 21 contract between the District and Tahoe Works for
 22 exterior painting services at Diamond Peak Ski
 23 Resort facilities for a total amount \$64,708. This
 24 can be found on page 4 through 29 of your board
 25 packet.

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1 I'll entertain a motion to approve the
 2 consent calendar.

3 TRUSTEE SCHMITZ: I make a motion that the
 4 Board approve the consent calendar.

5 CHAIR DENT: Motion's been made. Is there
 6 a second?

7 TRUSTEE TULLOCH: I'll second.

8 CHAIR DENT: Motion's been made and
 9 seconded. Any further discussion by the Board?
 10 Call for the question, all those in favor,
 11 state aye.

12 TRUSTEE TONKING: Aye.
 13 TRUSTEE TULLOCH: Aye.
 14 TRUSTEE NOBLE: Aye.
 15 TRUSTEE SCHMITZ: Aye.
 16 CHAIR DENT: Aye.
 17 Motion passes, 5/0.
 18 Moving on to item G 1.

19 G. GENERAL BUSINESS
 20 G 1.

21 CHAIR DENT: Receive a verbal report
 22 regarding non-public District documents being
 23 published on social media and provided to members of
 24 the public by a former IVGID staff.
 25 Review, discuss, and possibly take action

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1 against former human resources director, Dee Carey,
 2 regarding the retention and disclosure of non-public
 3 IVGID documents.

4 Legal counsel, Anne, you are up.

5 MS. BRANHAM: Yes. Erin could not be here
 6 this evening, so I will take this item, and it's
 7 just brief update for you tonight.

8 Two things: One, we did provide notice to
 9 Ms. Carey that the meeting was going to be held
 10 tonight, so she had notice that she was welcome to
 11 attend.

12 But, tonight, all I have to report is that
 13 on September 20th, we did send a letter demanding
 14 the return of any documents that she may still in
 15 her possession relating to her time at the District.
 16 That includes: paper files, electronic files,
 17 anything at all.

18 So that letter is with her. We've asked
 19 her to return those documents. We have not heard
 20 anything back yet, but we did also note in the
 21 letter that we reserve all rights to pursue
 22 additional legal action as necessary.

23 So, the update is that the letter is out
 24 there. The ball is in her court now. We're asking
 25 her to return any documents that she may have. And

33

1 that is all that I have for you at this time.

2 CHAIR DENT: What are the next steps as

3 far as following up or how much time did we give her

4 to respond to the request to return the documents

5 she took from us?

6 MS. BRANHAM: Yeah. I believe we asked

7 for a return within the month. And so Josh and I

8 will stay on top of monitoring the timeline and just

9 ensuring -- because we also asked for a

10 certification, a returned, signed document if she

11 says she doesn't have any documents, then we have a

12 copy of a signed form that says. So, that's what

13 we're asking for, either the return of any documents

14 or a certification that there are no documents to

15 return.

16 And then based on that, at that time we

17 can take next steps if there are still documents

18 we're aware are outstanding. Or if there are

19 documents that come out later when she said that she

20 didn't have any documents, then we'll have

21 certification of that fact.

22 CHAIR DENT: Okay. Thank you for that.

23 We've received a brief update on this

24 item. Any questions for legal counsel?

25 TRUSTEE SCHMITZ: I have a couple of

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1 talk to Erin offline, I think that would be

2 appropriate.

3 But, generally speaking, yes, folks return

4 their goods that were related to their job place

5 when they leave.

6 TRUSTEE SCHMITZ: And I'm just curious,

7 one final follow-up on that, the timetable of a

8 month. I would think that the District is concerned

9 about what other documents she might have, what

10 might do with other documents that she may have.

11 So why -- I'm just curious why we would

12 allow that length of time, given the fact that she

13 has shown that she will share documents publicly

14 that she has in her possession.

15 MS. BRANHAM: Yeah, that's a good point.

16 There's no reason why we can't reach out of before

17 then. And nice to have a record in writing. So now

18 that we've sent the letter, let me talk to Josh.

19 I'll find out if there's something that we can do to

20 follow up in the meantime and see if we can get a

21 hold of her and talk about what that might look

22 like.

23 TRUSTEE SCHMITZ: Well, I'm just curious,

24 how did you come with the month? I'm assuming there

25 was some logic and reasoning behind that. I'm just

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1 questions. What is the District's policy relative

2 to District property upon separation to from the

3 District?

4 MS. BRANHAM: That's a question for Erin.

5 I'm sorry that she couldn't be here tonight.

6 I imagine it would be a personnel internal

7 policy. I don't want to speak out of turn and say

8 something that turns out to be inaccurate. I would

9 advise, maybe, reaching out to Erin and confirming

10 that with her.

11 But off the top, I don't know what that

12 this or if it's an internal policy.

13 TRUSTEE SCHMITZ: Would you say,

14 categorially, that it's pretty typical that property

15 not be taken from the District of any sort? Do we

16 know whether she has a computer, or do we have any

17 idea how many files she might have in her

18 possession?

19 MS. BRANHAM: I don't have any sense of

20 that. In the letter, we were broad, on purpose, to

21 ensure that there's no sort of loophole, you didn't

22 ask for X, so I didn't return X.

23 I don't believe she has any physical

24 property, but, again, that's kind of an intricacy

25 that I haven't been privy to. So, if you want to

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1 curious.

2 MS. BRANHAM: Just generally, even when

3 folks are engaged in litigation, which, of course,

4 is not the case here, but there's a certain amount

5 of time, even if you're asking them to turn over

6 documents to you, you have to give them enough time

7 to collect the documents. This all interplays with

8 the fact there may be a policy that I, at this time,

9 am not aware of.

10 So, I'll do some digging on my end. If

11 there's a way to expedite the process, then we can

12 certainly look into that. The idea is to give

13 someone process time to gather their things and

14 return them.

15 TRUSTEE TULLOCH: Just a couple of

16 clarifications. I would expect that a director of

17 human resources would have full knowledge of the

18 policies and what's -- what she can do and not do.

19 In that respect, you would expect a higher standard

20 of care from somebody there. And the same way if

21 it's a legal matter, you would expect a much higher

22 standard of care from somebody that claims to be an

23 attorney. Is that the case?

24 MS. BRANHAM: Yeah. I mean, I think

25 there's a certain amount of responsibility that

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1 comes with that position, responsibility to the
 2 District to be a good caretaker of their information
 3 and their documents.
 4 We, of course, have reserved the right to
 5 take whatever action we may need to take from a
 6 legal perspective if things are not done
 7 voluntarily. I want to assure you that nothing is
 8 closed off at this point, but if we can get any
 9 documents that may be out there back without any
 10 litigation, that would obviously be the goal.
 11 TRUSTEE TULLOCH: So a director of human
 12 resources would know very well that this is an
 13 untoward action. This is not -- it's not a
 14 legitimate action. And the same way, I'm sure, a
 15 lot of the people are complaining that this is a
 16 witch hunt, would be up in arms if Ms. Carey, as a
 17 hypothetical, let's say, released information saying
 18 that a general manager was in a performance plan or
 19 something, as a hypothetical. I'm sure everyone
 20 would be all -- people would be taking an opposite
 21 view here, but be that as it may.
 22 We've also heard claims that this,
 23 Ms. Carey, was being a righteous whistleblower.
 24 Now, correct me I'm wrong, but my understanding, a
 25 whistleblower would be only be applicable if there

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1 that allows an employee to then make public
 2 assertions about an unrelated person. I mean, that
 3 used to be called "tittle tattle," or something, or
 4 "clipping," or whatever. Whatever phrase you want to
 5 use not.
 6 I'm not aware of any circumstance where
 7 that would fall under a whistleblower statute.
 8 MS. BRANHAM: Yeah. Is that a question
 9 or?
 10 TRUSTEE TULLOCH: Yes, it's a question.
 11 Sorry.
 12 MS. BRANHAM: I mean, I don't want to say
 13 anything that might impact subsequent actions that
 14 we might have to take. I'm not trying to be
 15 obfusatory, I just want to make sure that we're
 16 preserving all of our arguments and our rights
 17 later, if we need them.
 18 So, rest assured that this is something
 19 that legal counsel is taking a look at, researching
 20 and compliance with the law, and that we've
 21 purposely retained the right to pursue any steps
 22 that we need to in the event that we don't get the
 23 result that we're looking for from the letter.
 24 TRUSTEE TULLOCH: Thank you.
 25 And to be clear, I was posing -- I was

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1 were disclosing information of fraudulent or
 2 misconduct behavior by IVGID. It's not a
 3 whistleblower, by my understand, by my legal advice,
 4 for a director of HR to then release possibly
 5 damaging information about community members.
 6 It's -- I don't understand that being covered by the
 7 whistleblower; is that correct?
 8 MS. BRANHAM: We do have a whistleblower
 9 policy in the District that is in compliance with
 10 state law, and so I would say to the extent the
 11 actions were not consistent with the whistleblower
 12 policy, that's how were handling the outcome of what
 13 happened here.
 14 So, we have the policy in place for a
 15 reason, and we want to make sure that we follow it.
 16 So all that is taking place behind the scenes,
 17 review of the policy and ensuring that we're
 18 following all the correct steps and taking the
 19 correct action.
 20 TRUSTEE TULLOCH: Understood. I'm
 21 actually quite familiar with the whistleblower
 22 policy, as I drafted a large part of it when I was
 23 on the Audit Committee. I'm actually pretty
 24 familiar with it.
 25 But I'm not aware of any whistleblower

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1 doing some musing posing some hypotheticals here
 2 from my understanding and from legal opinions that I
 3 have received on it.
 4 That was all. I'm not trying to put you
 5 on the spot. I'm just actually clarifying the
 6 situation, because you hear all these, well, we're
 7 being bad people because we're taking action against
 8 something.
 9 And I think that, if my hypothetical was
 10 the case, I think you'd see opposite opinions. So
 11 I'm just trying to make the associate clear. I
 12 mean, basically, this appears to have been theft of
 13 IVGID records and then improper use of it, but I'll
 14 leave that to the attorneys to sort out.
 15 Thank you.
 16 CHAIR DENT: I have a follow-up question
 17 for you. In your experience, how often do you come
 18 acrossed an issue like this? Where someone in a
 19 high-level position that has, you know, tons of
 20 access to personnel records, keeps them, and then
 21 leaks them after they've left an organization.
 22 MS. BRANHAM: Yeah, in my career,
 23 fortunately, that hasn't happened before. It is an
 24 unfortunate situation. I understand the
 25 frustration.

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1 So, no, I've never seen that before, and
 2 as was alluded to, I think that's part and parcel
 3 with the responsibility of being a director-level
 4 position, is an understanding of internal policies
 5 about document retention and things like that.
 6 So, yeah, it's not something I've gone
 7 through before.
 8 CHAIR DENT: Understood. Thank you.
 9 TRUSTEE NOBLE: Your letter to Ms. Carey,
 10 was it asking for original documents or copies of
 11 documents that she has, allegedly? And whether or
 12 not IVGID has those origins still?
 13 MS. BRANHAM: Yes. So we asked for any
 14 file in electronic format to be returned onto a
 15 flash drive or similar type of thing, and that the
 16 originals be destroyed. And that if there were
 17 original hard copies of anything, or any copies of
 18 the original, that all of that be returned and that
 19 she certify that these are all of the copies, this
 20 is all of the electronic documentation, and/or she
 21 has nothing, and she's certifying that there's
 22 nothing further. So, we tried to cover all the
 23 basis.
 24 But, yes, originals would be returned as
 25 part of the request.

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1 don't want to be shared.
 2 TRUSTEE NOBLE: Okay. And correct me if
 3 I'm wrong, but there's been no disclosure of any of
 4 IVGID personnel record; is that correct?
 5 MS. BRANHAM: That is my understanding.
 6 I'm not aware, I've not heard of anything like that.
 7 TRUSTEE NOBLE: Okay. And the information
 8 that allegedly has been disclosed, what is rationale
 9 for it being declared confidential or non-public?
 10 MS. BRANHAM: I think -- there's a couple
 11 of prongs of this. It relates to the Nevada Public
 12 Records Act, and it relates to the release of
 13 internal staff documents. So we made the
 14 determination that, if it had not already been made
 15 public, that it was not a disclosable document under
 16 the NRS. And, in addition, I understand there's
 17 some discussion of whether it was a draft or a final
 18 document. I'm not privy to all of the details of
 19 that, but if there are draft documents, our position
 20 has been that those are internal personnel
 21 documents, and they're not appropriate for release,
 22 especially not without the consent of the Board.
 23 TRUSTEE NOBLE: What about final documents
 24 that are not drafts?
 25 MS. BRANHAM: Yeah, there's still some

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1 TRUSTEE NOBLE: Okay. But with regards to
 2 copies of originals, is that -- does your letter
 3 include these as well?
 4 MS. BRANHAM: Yes.
 5 TRUSTEE NOBLE: And if those -- that
 6 material has already been put out in the public
 7 sphere, what is the purpose of that letter? Or are
 8 you trying to make sure that any information she has
 9 that hasn't been made public, whether or not she was
 10 the one that provided that information, is returned?
 11 MS. BRANHAM: Yeah, the latter. There's
 12 no putting the horse back in the barn for things
 13 that have already been released.
 14 So I think this is intended to capture
 15 anything that may not already have been made public,
 16 but which is her files -- may be in her files, and
 17 so there's not much that can be done at this point
 18 about something that was already posted, made the
 19 rounds publicly.
 20 There are, potentially, legal things that
 21 can be done about that, but there's nothing to be
 22 done from a document clawback standpoint, as far as
 23 I'm aware.
 24 So, this is intended to capture documents
 25 that are still, potentially, outstanding that we

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1 interplay with the Nevada PRA in that case, the
 2 Public Records Act. If a document is confidential
 3 under the Public Records Act, even if it's,
 4 quote/unquote, a final document, it may be
 5 privileged or withholdable on other grounds.
 6 But if a document is public, there's no
 7 basis for withholding, and it's a final document,
 8 typically that become a public record at that time.
 9 TRUSTEE NOBLE: And then the documents
 10 that are subject of this, is the NRS statute that's
 11 being asserted for non-disclosure, is that 239 or
 12 105?
 13 MS. BRANHAM: Yes, that's correct. And
 14 that should be in the reports that we make on Public
 15 Records Act withholdings to the Board.
 16 TRUSTEE NOBLE: Okay. I'm just going to
 17 let everybody know: I reviewed the enabling
 18 legislation for 239 and 105, that was AB 31 in 2005.
 19 And in reviewing the transcripts for the hearing
 20 before both the Assembly and Senate Committees for
 21 that legislation, the folks that were promoting it,
 22 various city governments, their concern was that
 23 personal identifying information for people who sign
 24 up for recreational leagues or groups that are
 25 offered by those governments would not be made

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1 public, because they are concerned about people --
2 marketers going after them or unsavory folks going
3 after them, and not having, say, somebody requests,
4 I want all the names and addresses and medical
5 information -- because it usually has medical
6 information -- of every boy playing U10 soccer in
7 the City of Las Vegas on such and such days.
8 So with regards to -- I believe, the whole
9 discussion here is with regards to the suspension
10 letters for Mr. Dobler, that is well beyond, in my
11 opinion, the umbrella that was meant to be captured
12 by NRS 239.0105. So I think that with regards to
13 all this, given that, not only is it a final
14 document or final documents provided by IVGID to
15 Mr. Dobler, but also under our own Ordinance 7,
16 specifically paragraph 102, envisions a public
17 process with regards to suspension of any
18 recreational activities.
19 So, I'm just putting that on the record.
20 TRUSTEE TULLOCH: A question for Trustee
21 Noble. He's stating this is in his opinion. Is
22 this your legal opinion as a member of the Nevada
23 bar, or just a member -- a lay member of the Board?
24 TRUSTEE NOBLE: I'm only speaking as a
25 member of the Board here today.

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1 of this.
2 MS. BRANHAM: If I may, I just want to
3 bring this back. The topic for tonight was the
4 documents, I just want to keep us on track here.
5 TRUSTEE TONKING: So, I have one question,
6 and I just want to say that I understand the need to
7 have our documents back, but I also think this is a
8 much bigger issue, and we must be respectful to our
9 employees. I'm just stating that before we derail
10 this conversation anymore. It's kind of
11 embarrassing as leaders.
12 But my question is in terms of this is --
13 this was not deemed at any point a confidential --
14 or a privileged item; is that correct?
15 MS. BRANHAM: So, the process was that I
16 think after the document had already been made
17 public, and my understanding is that it was made
18 public, initially, by the release by Ms. Carey, we
19 received a Public Records Act request, and that
20 piece of it, there was the discussion of whether it
21 was a public record under the Public Records Act.
22 And because of the citation that Trustee Noble has
23 put on the record, our finding at that time was that
24 it was not releasable by the District under the
25 Public Records Act. Because once the District

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1 TRUSTEE TULLOCH: Thank you. So it's not
2 actually a legal opinion. A legal opinion will come
3 from our counsel, as I understand.
4 And in terms of Ordinance 7, my reading of
5 Ordinance 7, the only time it becomes public if it
6 goes through an appeal -- there is appeal processes
7 when a person decides to make an appeal to the
8 Board. It's not standard practice, but if Trustee
9 Noble wants it to become a standard practice, well,
10 maybe the Board should pass a resolution every time
11 some member of the community commits, what's in some
12 people's eye, a sin, they should be castigated in
13 the public square, maybe we can bring back public
14 floggings or something, but we should certainly take
15 adverts in the Tahoe Tribune to highlight and -- to
16 name and shame people in public. Is that what we're
17 trying to do as a Board?
18 TRUSTEE NOBLE: I don't think this is a
19 joke. The Nevada State Bar, whenever somebody is
20 reprimanded or suspended, it actually goes into the
21 Nevada State Bar magazine. Perhaps, people would
22 actually behave if they knew that their actions
23 would be public -- part of the public forum.
24 And you can say whatever you want, but I
25 think it's disgusting that you're making a joke out

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1 releases something, then it can lose some of its
2 claims of privilege or claims that it should have
3 been withheld.
4 And so regardless of what was happening
5 elsewhere in the community with that document, we
6 had -- our role was to the District to ensure that
7 we're following the PRA, that we're handling each
8 request as its own separate request. And so that
9 determination was made. It came to the Board, the
10 Board -- the opportunity to override that decision
11 to withhold the document.
12 I think there's kind of two different
13 things happening here, which are employee retention
14 of documents or District materials after separation,
15 and then making Public Records Act findings, which
16 we do have a very defined process for.
17 I think this happened to be the
18 convergence of two separate issues, so it's all kind
19 of tangled up together. But I think those are the
20 two issues as I see them.
21 TRUSTEE TONKING: And you'll be giving us
22 an update as we hear back on the record?
23 MS. BRANHAM: Yes. This item tonight was
24 just for handling, you know, an update on what we're
25 doing as the legal team to ensure the District is

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1 protected on the document retention side,
2 separately.
3 But, yes, we will keep you updated. To
4 answer your question, yes.
5 TRUSTEE TONKING: Okay. Great.
6 I think, as I said, I would like -- I
7 understand the need for a document, but I also think
8 there's a much larger concern here, and it's
9 employee well-being.
10 TRUSTEE TULLOCH: Just for the record,
11 while I may seem sometimes to be somewhat frivolous
12 about things, I'm actually deadly serious here.
13 Trustee Noble quotes actions taken by the
14 Nevada Bar to name and shame their members. These
15 members have actually signed up for various
16 different things. Here, we're talking about naming
17 and shaming community members, and it seems on a
18 selective basis.
19 The point I'm making is if we're going to
20 do it, we need to be even handed, we do not need to
21 just use it to lynch political rivals or lynch
22 people that might object to our positions. As
23 trustees, we're meant to represent the community.
24 I think where these incidents take place,
25 Ordinance 7 covers the process for it. It only

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1 becomes public if it goes to the final stage. If we
2 follow Ordinance 7, none of the processes carried
3 out at that time followed Ordinance 7, as I've
4 stated here before.
5 So, if we're going to observe process and
6 we're going to be fair, we need to make sure we're
7 even handed in our actions. We don't just use it
8 selectively.
9 I'm not making any joke of this. I
10 understand the seriousness of the situation. But
11 what I'm pointing out is if we have processes and
12 policies, we need to make sure we follow them.
13 The Moss Adams report -- which was a
14 subject of a contract, just for the record --
15 pointed out that we don't seem to bother observing a
16 lot of our policies. And what's the point of having
17 them if they're optional to do there?
18 All I'm pointing out is that we have
19 policies, we should be following them, and we should
20 be following them in an even-handed manner. We
21 should not be expecting our community members to be
22 held to the same standards as the Nevada Bar.
23 Thank you.
24 TRUSTEE SCHMITZ: Just a quick follow-up.
25 I'm not getting into the discussion about what

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1 document, what was in it. That, to me, isn't the
2 point. The point is that we have a policy that upon
3 separation, you do not take District property with
4 you. And in this case, that policy was not adhered
5 to.
6 And as a board and as a management team --
7 as a board, we set policy; the management team sets
8 HR policy. And this is a case where our policy was
9 not adhered to, and we, as a board, should make sure
10 that policies are adhered to, and if there needs to
11 be a change for how things are handled at the time
12 of separation, then we need to look at that as well.
13 But I'm looking at this as policy
14 compliance. I'm not getting into the details about
15 this memo and where it was. To me, we don't know
16 what else Ms. Carey has taken with her, and we don't
17 know what else she will do with documents.
18 We need to get the documents back. They
19 are the property of the District.
20 TRUSTEE TULLOCH: Yes, I totally agree
21 with that. That's the crux of the matter. This is
22 not a case of being selective on things; it's making
23 sure that we actually observe a normal policy.
24 I do have another question for you, Anne.
25 It's my understanding Ms. Carey is still currently

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1 employed as a director of human resources with
2 another company. Now, obviously, if IVGID recruited
3 a director of human resources and then found out at
4 some point this had happened in her capacity here,
5 we would be concerned.
6 Does the District have any exposure if
7 Ms. Carey proceeds with similar actions at her
8 current employer?
9 MS. BRANHAM: No. So, this is handled
10 totally separately, and it is a good point, though,
11 which is why we wanted to bring this update to
12 reassure you that we're taking the steps that we can
13 to -- because as Trustee Schmitz mentioned, it's not
14 that there wasn't a policy about this, it's that you
15 can't always control the level to which someone
16 complies with your policies you set. Right?
17 And then at that point, it's just a matter
18 of disciplinary action and what's available to you.
19 Because she's no longer employed with the District,
20 you sort of lose to options that are available as an
21 employer.
22 But what we can done is what we've done,
23 which is initiate contact to try to get back any
24 documents that are still out. Then should that not
25 go the way that it needs to go, then we've retained

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1 the option to pursue additional legal remedies,
 2 which is you unrelated to current employment.
 3 There may have been reference checks,
 4 things like that, but we as a district, our
 5 liability is being handled through our contact with
 6 her try to get those documents back.
 7 TRUSTEE TULLOCH: That was kind of my
 8 understanding. I just wanted to make sure we didn't
 9 have any legal exposure on it.
 10 Thank you.
 11 CHAIR DENT: I have a question for you as
 12 it relates to Dee Carey, topic of discussion
 13 tonight. It's alleged it came from Dee Carey. How
 14 do we know that?
 15 MS. BRANHAM: That's a good question, and
 16 not one that I'm equipped to answer. Yeah, I think
 17 you're talking about subpoenaing wherever it was
 18 that it was posted. If it's a Facebook issue,
 19 there's been -- as I'm sure you've seen in the
 20 past -- media reports about how difficult it could
 21 be to track down where information originates from.
 22 I don't know for sure, yeah.
 23 CHAIR DENT: Do any other trustees want to
 24 answer that question? Because we have gotten emails
 25 from an individual that received it from Dee Carey,

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1 diligence audit.
 2 Just to remind the Board a couple of
 3 things that we talked about previously. On August
 4 24th, 2023, the Board directed staff to develop this
 5 draft document and to bring it back for the Board to
 6 take a look at it before it was released to the
 7 public. And I do want to remind all the interested
 8 parties that this is not a fraud investigation, that
 9 is not what this document is. We have no evidence
 10 of fraud, no suspected evidence of fraud.
 11 However, the reason for doing a forensic
 12 due diligence audit is to have somebody take a
 13 deeper look at our financials, really dig in and see
 14 if there is any suspected evidence of fraud. And
 15 part two of this process would be to do a current
 16 state assessment to see where the potential for
 17 fraud may occur, if they were to find something.
 18 And so with that as a background, I wanted
 19 to just very briefly walk the Board through the
 20 request for proposals document and what this is and
 21 what it is not.
 22 And so this document is intended to find
 23 the highest-rated firm to do the work for the
 24 District. It is not intended to be comprehensive on
 25 what the final scope of work is, that's still to be

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1 is what they allege. That same individual has come
 2 to the meeting several times with her husband and
 3 asked to put it into public record.
 4 TRUSTEE TONKING: Can we get the legal --
 5 or the policy, do you have it or do I need email
 6 Erin to get a copy of the policy?
 7 MS. BRANHAM: For the personnel documents
 8 after separation?
 9 TRUSTEE TONKING: Yes, please.
 10 MS. BRANHAM: Yes, I would email Erin.
 11 That would be an internal HR policy, I believe.
 12 CHAIR DENT: Any further discussion on
 13 this item?
 14 All right. That will close out item G 1.
 15 Moving on to item G 2.
 16 G 2.
 17 CHAIR DENT: Review, discuss, and possibly
 18 approve the issuance of a request for proposal for
 19 financial forensic audit. The requesting staff
 20 member is interim Finance Director Bobby Magee.
 21 This can be found on page 30 through 38 of your
 22 board packet.
 23 MR. MAGEE: The item before you tonight is
 24 related to the simple request for proposals document
 25 for forensic auditing services for a forensic due

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1 negotiated, as well as agreed upon procedures on how
 2 they will be doing their work.
 3 And so you'll note in here that it's an
 4 incredibly compress timeline. The idea is to get
 5 through this process as quickly as possible, get
 6 somebody on board doing the work.
 7 And so one of the things I would like to
 8 point out is, in the scope of work, again, this is
 9 intended to be completely comprehensive. This is
 10 intended to communicate to the vendor community the
 11 types of activities that we would be looking for,
 12 and then we intend for the responses to solve our
 13 issues for us, which is what are your
 14 recommendations for moving forward through this
 15 process? And then we can negotiate that.
 16 And so, ultimately, a report will be
 17 issued, and, as I mentioned they will be doing a
 18 current state fraud risk assessment based on current
 19 operations. So, of course, they would be looking at
 20 internal controls, whether internal controls are
 21 being followed, our accounting procedures,
 22 theoretically, our IT procedures, and some
 23 operations items as well.
 24 And so I have talked to a couple of
 25 forensic audit professionals, and shared this draft

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1 scope of work with them, and said, "Am I on the
2 right track here?" And they have indicated that
3 they believe that this is something that their firms
4 could respond to appropriately if this is ultimately
5 deemed to be the final version.

6 One of the things that I did want to share
7 was the evaluation criteria on here. It is my
8 understanding that the Board had an interest in
9 finding the most-qualified firm to do the work, even
10 if that takes a little bit longer to make sure that
11 the work is done completely appropriately. And so
12 the way that I have recommended the evaluation
13 criteria is heavily weighted on qualifications and
14 experience.

15 Now, the reason that's important is that
16 communicates to the vendor community how they should
17 put their proposals together for, ultimately, the
18 RFP review team to make its recommendation. So if
19 the goal was expediency, we might change those
20 things a little bit, knowing that junior forensic
21 auditors may be working on this.

22 But given that I believe the Board has
23 asked me to find the most-qualified one, that's why
24 you see this heavily weighted toward qualifications
25 and experience.

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1 presented by the interview process itself and that
2 would be the final recommendation that come before
3 the Board.

4 And so with that, I'm happy to answer any
5 questions the Board may have.

6 TRUSTEE TONKING: How did you come about
7 this -- like, what did you use for a template to
8 create this RFP? Basically, how did you derive
9 this?

10 MR. MAGEE: Sure. So the document itself,
11 the request for proposals document itself is the
12 District's standard request for proposals template
13 that was developed by the District legal counsel.

14 And the scope of work, that was developed
15 by myself. I went out and did research on a number
16 of different other governmental agencies that have
17 issued similar types of scopes of work, and then I
18 started putting these things together, based on my
19 understanding of what the Board was looking for.
20 And then I reached out to a couple of my colleagues
21 in the consulting world, asked to make some contacts
22 with some potential forensic auditors, and I bounced
23 it off of them off them, am I on the right track
24 here with the scope of work that you might respond
25 to?

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1 The way the overall scoring will work is
2 that there will be an RFP review committee, which is
3 to be named at a later date, I will develop a vendor
4 section plan, and I will train the members of that
5 review committee on appropriate use of scoring using
6 this document.

7 And so when we go through that overall
8 process, those individuals will be held in
9 confidence, they should not be communicating with
10 each other on the various proposals, and they will
11 score them in a silo. And then, ultimately, they
12 can get together and have a discussion based on the
13 score -- the overall scoring, and they could choose
14 at that point to make a recommendation back to me --
15 I will be the project manager running the RFP
16 process -- to come back to the Board with their
17 final recommendation. They can also choose to
18 ask for interviews to get further information from
19 any one of the firms or all of the firms that are
20 within the competitive range of still winning a
21 contract.

22 And so if the committee decides to move on
23 to phase two, then the interviews would constitute
24 one hundred percent of the final scores, and they
25 would rescore the ultimate documents and as

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1 TRUSTEE TONKING: Right. We don't have
2 like what we see in other organizations put out for
3 RFP on this? Do you have any examples of that?

4 MR. MAGEE: Yeah. Honestly, I don't have
5 them handy. I did save a couple of them that I
6 found other agencies had done. I rewrote that into
7 my own words, base on my understanding of what this
8 Board was looking for you.

9 TRUSTEE TONKING: What would you say some
10 of the differences are that we have requested and
11 you've seen done in other agencies?

12 MR. MAGEE: Sure. If I'm being completely
13 candid, this is the first time I've been through
14 a process like this, and I have not seen this at any
15 other agencies.

16 But I did identify a couple of agencies
17 that did this, and I reach out to a couple of other
18 cities. In their cases, they actually had suspected
19 evidence of fraud, and they were asking a forensic
20 auditor to come in and uncover the fraud.

21 In our case, we don't have any suspected
22 evidence of fraud, but we're still going through
23 this process to see if there is any suspected
24 evidence of fraud.

25 TRUSTEE TONKING: Okay. What do you think

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1 this is going to cost?

2 MR. MAGEE: As I mentioned at the previous

3 board meeting, I would be hesitant to put a price on

4 this because I -- the proposals will ultimately come

5 back with some dramatically different prices. And

6 the reason for that -- that's one of reasons why I

7 put a price factor into the scoring is because we

8 want firms to sharpen their pencils and provide

9 their most effective -- what they believe would be

10 their most-effective proposal to do the work at the

11 lowest cost imaginable.

12 I have heard people say anything from

13 \$50,000 to a couple million dollars on these types

14 of audits, depending on how deep you want the scope

15 to go. Ultimately, that will be determined through

16 the contract negotiation process.

17 What I am recommending as part of this

18 document is for the auditors to look back

19 five years. I think that finding any documentation

20 past that would be incredibly difficult for us to

21 even come up with. Our document retention just,

22 realistically, wouldn't be that strong anywhere past

23 that.

24 In the range, I think we would be at the

25 lower end of those estimates that I received from

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1 minimum of few months, though. It takes time for

2 staff to even dig all these documents up, and for

3 them to do their due diligences in going through

4 them.

5 TRUSTEE TONKING: Great.

6 Can we ask -- and I might have missed on

7 the RFP. Can you make sure that we include in their

8 response some estimate of, like, their deliverable

9 timeline?

10 So, I know you asked for, like, an end

11 date, but, like, just some ideas of different, like,

12 benchmarking points and deliverables that we would

13 receive at those benchmarkings, would be great.

14 And then I also ran into two errors on it.

15 Just for consistency purposes, I would do a control

16 F on "city", and make sure you change that to

17 "IVGID." I think I've noticed it -- or "District,"

18 I think it was in there twice. One of them was on

19 page 35.

20 And then other thing I would do is,

21 there's date issues. So on page 37, it's says that

22 is needed to be submitted by 4:00 P.M., Pacific

23 Daylight Time, on October 27th, 2023. But then when

24 I was looking at page 33, it said that proposals are

25 due on the 17th. So I'm sure it is just a typo, but

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1 some of the other agencies that have gone through

2 this process.

3 TRUSTEE TONKING: Okay. Can you remind me

4 how much we have in the budget for this?

5 MR. MAGEE: There is not currently

6 anything in the budget for this. This was part of

7 what the Board directed staff to add to the ultimate

8 budget augmentation that will come back,

9 theoretically, in late January or February.

10 TRUSTEE TONKING: Great. So it's

11 unbudgeted.

12 And then can you tell me what you think

13 the timeline of this process will take?

14 MR. MAGEE: Sure.

15 TRUSTEE TONKING: Like, to actually do the

16 -- not the timeline of the RFP. Can you tell me the

17 timeline that you expect to see it proposed by,

18 contracted on this?

19 MR. MAGEE: Sure. It's -- so that is not

20 one of the items that I did ask any of the potential

21 vendors that I requested. My understanding is that

22 the Board would prefer to find the most-qualified

23 firm to do the work and make sure that they did a

24 thorough job.

25 I would anticipate that this would take a

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1 just so that nobody's confused when they're trying

2 to submit them, we don't let that go unseen.

3 MR. MAGEE: Sure. Thank you.

4 Just for the record, I did do a control F

5 on the city, because I had recycled that language

6 from another, and I don't see it here.

7 TRUSTEE TONKING: On page 35, I can

8 highlight it for you too. But on page 35 --

9 MR. MAGEE: Oh, got it.

10 TRUSTEE TONKING: -- it says "The city

11 expects that the forensic auditor," that part, yeah,

12 just change that to IVGID.

13 MR. MAGEE: Perfect. And just for

14 clarity, on the second, you said in the schedule of

15 events proposals due --

16 TRUSTEE TONKING: Yeah. So on the

17 schedule for events, you say the 17th, and then at

18 the very end, like at the end of the RFP, middle

19 section, you see no later than 4:00 P.M. on the

20 27th.

21 So I don't know which date it is, but just

22 making sure that those two align.

23 MR. MAGEE: Excellent catch. That's why

24 we have multiple sets of eyes look on this. Thank

25 you. I appreciate that.

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1 TRUSTEE TONKING: Then the last question I
2 have is how are you selecting members to be on this
3 interview committee?
4 MR. MAGEE: Sure. So my recommendation to
5 the general manager is that the RFP selection
6 committee would consist of at least one member of
7 the Audit Committee, at least one member of the
8 Board of Trustees, and one member of senior staff.
9 And those individuals, when they are
10 selected, if they agree to serve on the RFP Review
11 Committee, their identities would be held in
12 confidence until the process is completed, and
13 that's so that nobody makes an attempt to lobby any
14 of those individuals as they're going on through
15 their process.
16 TRUSTEE SCHMITZ: What are we trying to
17 accomplish with this process?
18 MR. MAGEE: Ultimately, I think that the
19 most important thing is in the scope of work, in the
20 second set of bullet points there, I think that
21 first bullet point is the most important thing that
22 we can get out of this process. It's to complete a
23 current state fraud risk assessment based on current
24 operations.
25 If there are -- if there is potential for

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1 that over the years.
2 Now, with respect to the SRF loan, I do
3 not believe that this process will put any of that
4 funding into jeopardy. That is something that I'm
5 actively working on right now. I don't have
6 definitive answer tonight on what the State would
7 expect to see from us, but that is something that
8 I'm definitely going to reach out to the State and
9 ask them: If the audit is not finalized, then what
10 would you want to see from us as we continue to go
11 through our due diligences in order to be in full
12 compliance with the statutory requirements and not
13 put the funding in jeopardy?
14 And I do believe, in talking with the
15 various parties throughout this process, that that
16 can be accomplished without putting the funding in
17 jeopardy.
18 TRUSTEE SCHMITZ: And then, just to
19 continue on with this train of thought a little bit,
20 is, my understanding of your experience is that you
21 have come in fulfilled a role of an interim director
22 of finance for other organizations that have been,
23 maybe, a little bit troubled. And you've helped
24 them right the ship, so to speak. You never
25 encountered another situation where you have taken

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1 fraud. If the elements of a fraud triangle are
2 present, we want to know. We want somebody to take
3 a look at that and say these are the loopholes that
4 should be looked at and should be closed.
5 And as part of the consultant's report,
6 they will certainly provide that type of information
7 to us.
8 TRUSTEE SCHMITZ: What, if any, impact
9 does potentially initiating this type of audit have
10 on our current audit and on our SRF loan?
11 MR. MAGEE: Those are both excellent
12 questions we've addressed this week with Davis Farr.
13 Davis Farr has indicated to us that if there is an
14 open fraud investigation, they would not be able to
15 sign off on their final document. And that's one of
16 the reasons I want to point out that this is not a
17 fraud investigation. This is a due diligence
18 investigation. And that's really what we're trying
19 to accomplish is is there any signs of suspected
20 evidence of fraud.
21 It's entirely possible that the report
22 will come back that there is none. It is entirely
23 possible that it may have happen and it was not
24 caught at various stages. A lot of agencies
25 throughout to United States have had to deal with

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1 this type action.
2 What is it that you're seeing that is
3 different that is making you bring this
4 recommendation to us?
5 MR. MAGEE: Sure. So, I think that in
6 this case, there is a lot of interest from the
7 community in seeing this type of activity looked at.
8 And that was a big driving force behind starting to
9 have these conversations on putting people's minds
10 at ease that just because we, the finance
11 department, say we don't see any evidence of fraud,
12 I think that we should -- it does not hurt at all to
13 take a deeper look at it. And if we have the
14 opportunity to close the loopholes that may exist,
15 then we should do that.
16 And given that the community has fairly
17 questioned us, I think that that's an excellent
18 recommendation for us to make at this time to take a
19 deeper look at this.
20 TRUSTEE SCHMITZ: Then can I touch on some
21 things in the document here?
22 MR. MAGEE: Absolutely.
23 TRUSTEE SCHMITZ: Unless there's other
24 questions.
25 CHAIR DENT: Go ahead.

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1 TRUSTEE SCHMITZ: So then is it okay,
2 could we narrow the scope of work and not go back
3 five years, but go back three years?
4 I'm concerned about costs. And if we
5 don't find anything in the last three years, then
6 doing five years is just adding more scope to the
7 project. So my recommendation is that we not do
8 five years, but do three years.
9 And then I want to make sure that we don't
10 have yet another consult redo work we've had other
11 consultants do.
12 So, I listed a few, but we had the
13 original Moss Adams, I think it was Moss Adams one,
14 that was deliverable in January of 2021. And that
15 was the one that looked at the accounting and
16 contract management. And management had -- in that
17 document, management had their responses.
18 And then last year, we engaged Davis Farr
19 to sort of audit those responses, and Davis Farr
20 came back with sort of exactly that same gap
21 analysis, which indicated that the recommendations
22 and the actions that were stated to be taken, hadn't
23 been taken.
24 So I don't want to go through another, for
25 the third time, to identify the same issues. So I

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1 "proposed compensation," it says it's a firm, fixed
2 bid, why wouldn't we want to say a not-to-exceed
3 amount based on time and materials? Is it because,
4 then, it makes it harder to evaluate one vendor
5 compared to another?
6 MR. MAGEE: That's exactly correct. And
7 so a not-to-exceed amount could theoretically be any
8 figure, and then how would I evaluate one proposal
9 against another?
10 And so the idea is, based upon the scope
11 that we've provided, what is your base pricing? And
12 then if you notice on the sheet that we're asking
13 the vendors to return, there's also some other items
14 that they could add a job title and an hourly rate
15 for any additional services that they may propose.
16 That would be part of the negotiation
17 process.
18 CHAIR DENT: Given that IVGID's business
19 has been pretty consistent the last five years, as
20 far as our model, and the amount of vendors we have
21 and the amount of invoices that come and go, would
22 it make more sense to get a price per year rather
23 than just capping it at three years or five years?
24 Because I feel like that's where Trustee Schmitz is
25 going, and I would hate to limit the timeframe or

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1 want to make sure that we provide that.
2 And lastly, provide the current Moss Adams
3 report because I don't want another consulting firm
4 to be doing all of this type of gap analysis if
5 we've already had it done. So I just want to make
6 sure we're doing that.
7 And then last thing I have with it, I
8 don't know why on page 36, which is page 5 of the
9 document it's says, this is 6 (a): Submit a
10 manpower loading matrix, (a) this section will not
11 include any estimates of cost.
12 I don't know why we would stipulate that.
13 MR. MAGEE: So, specifically what we do
14 not want -- the way this works, as a matter of best
15 practice, is we do not want the evaluators to see
16 the price. We want the RFP evaluators to evaluate
17 the proposals on their merits, and then the price is
18 actually a separately sealed envelope, or in this
19 case, it will be a separate electronic file.
20 TRUSTEE SCHMITZ: Okay. It's not that
21 you're not asking for cost, you are just saying
22 don't put the costs here.
23 MR. MAGEE: Correct.
24 TRUSTEE SCHMITZ: And then my last
25 question, under the -- below it, where it says

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1 the duration that we go back just based on us
2 thinking it might cost more. We know it's going to
3 cost more. It's probably the same out per year that
4 we go through.
5 So, I think, rather than changing it to
6 three or five years, give us some flexibility in
7 there where we could determine at a later time if we
8 want to go to three or five years. Because in my
9 mind, it's probably the cost, a certain amount per
10 year to do this, and it's probably going to be
11 pretty consistent.
12 MR. MAGEE: We can certainly do that.
13 What I would suggest is that we can change the scope
14 of work to say that the firm may do a due diligence
15 review of the books and records for fiscal years
16 '18/'19, and individual year through '22/'23, and
17 then ask for a per year price.
18 And then we can certainly bring that back
19 to the Board, and the Board can make its decision on
20 how many you would like to go back. We can
21 certainly do that, and it would absolutely be within
22 best practices still.
23 TRUSTEE TULLOCH: I hear some various
24 different things here. I think, let's be clear,
25 we've said there's no direct evidence of fraud.

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1 We can't say, categorically, there is no
2 fraud. Bernie Madoff got away with it for 30 years.
3 City of Bell, California, got away with it for three
4 or four years under a very similar general manager
5 model.
6 So to say, let's speak very clear, because
7 I see it stated all places, you've said there's no
8 fraud. We can't say there's no fraud. We don't
9 believe there is any obvious fraud, but absent a
10 forensic audit, we cannot say that with confidence.
11 We've heard even -- when we're discussing
12 golf rates, we heard people saying that the numbers
13 we're using, which came from IVGID budgets, were
14 wrong. I think to be categorical with these things,
15 all we can say is we haven't found anything.
16 You see there's plenty of recent local
17 evidence of things happening. Douglas County, only
18 five or six years ago, where they admitted to over a
19 million bucks of losses in fraud through the fleet
20 department, subsequent to which they actually set up
21 an audit committee. And their audit committee was
22 composed entirely of at-large members, not even
23 board members, to make sure it was there. And the
24 fraud was parts, tires, et cetera, been sold off to
25 staff member and things. It does occur. I'm sure

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1 currently trying to borrow 56 million from the State
2 revolving fund, we've got about ten million of Army
3 Corps of Engineers funding.
4 Now, it's all very well for people to say,
5 oh, well, it's okay. I'm sure the State will just
6 happily give us it.
7 I can say from my own finding from people,
8 it's not a slam-dunk in terms of that. If I was a
9 lender, dishing out 56 million to an entity who
10 never borrowed anything of that level, and 56
11 million is probably half our asset value, if our
12 asset value is fairly stated, it's probably more,
13 maybe, our complete asset value. So, it's a major
14 loan. We've never taken on debt of this level
15 before. Any lender would be looking at that, even
16 if it's the State, even the State looks very
17 carefully at that. To just assume, okay, it's not
18 going to impact. It will. It will impact it.
19 Let's be very honest.
20 So, I think I would command my colleagues
21 to move forward with this. I think it is a
22 necessary evil, unfortunately. I think puts to rest
23 a lot of claims made in the community on both sides
24 of the debate. As the chair of the Audit Committee
25 previously expressed, and as I expressed when we

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1 Douglas County thought there was no evidence of it
2 there as well.
3 This is not a duplication of previous Moss
4 Adams-type audits or anything. This is a different
5 type of audit. We've heard it expressed that all
6 our Davis Farr audits and E Bailey before that, we
7 have issues with internal controls. This should
8 identify. It's not duplication. I can assure my
9 colleagues, this is not meant as a duplication of
10 it. This is not just a once-over, kick the tires,
11 this is a much more in depth.
12 And also what we discussed was the initial
13 phase of it would be do a thousand-foot level, and
14 then, depending on what's found, then the ten-foot
15 level to discover that. The cost are going to vary
16 depending on what we find there.
17 If there is no evidence, which we all hope
18 there is, then it can be truncated. But it is
19 necessary to carry this out.
20 We could also ask them to quote for
21 three years and for five years. I believe it needs
22 to go back -- should go back to five years, but I'll
23 defer to the Board's vote in terms of of that.
24 I think we just need to make sure that we
25 are completely aboveboard in these things. We're

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1 held a special meeting of finances, while there is
2 no immediate identification of it, there's three red
3 flags there, in terms of what is happening
4 process-wise. We would be remiss if we didn't
5 follow up on that.
6 Thank you.
7 CHAIR DENT: I will entertain a motion on
8 this item.
9 TRUSTEE SCHMITZ: I'll make a motion that
10 the Board approve the request for proposal for a
11 financial forensic audit with modifications
12 identified by Trustee Tonking, the consistency in
13 the date, the removal of the words "the city,"
14 replaced by "IVGID," and for a request for pricing
15 by three and five year terms, with the option if
16 they want to break it down by year, to give them
17 that option, and to include for their review the
18 identified prior reports.
19 CHAIR DENT: Motion's been made. Is there
20 a second?
21 TRUSTEE TULLOCH: I second that.
22 CHAIR DENT: Motion's been made and
23 seconded. Any first discussion by the Board?
24 I'll call for the question. All those
25 favor, state aye.

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1 TRUSTEE TONKING: Aye.
 2 TRUSTEE TULLOCH: Aye.
 3 TRUSTEE NOBLE: Aye.
 4 TRUSTEE SCHMITZ: Aye.
 5 CHAIR DENT: Aye.
 6 Motion passes, 5/0 P. Thank you.
 7 All right. That will close out item G 2.
 8 Moving on to item G 3.
 9 G 3.
 10 CHAIR DENT: Review and discuss Moss Adams
 11 implementation proposals based on the Moss Adams'
 12 phase one assessment, and possibly agree and take
 13 action on the next steps. Requesting trustees
 14 Trustee Tulloch and Trustee Tonking. Can be found
 15 on pages 39 through 110 of your board packet.
 16 TRUSTEE TULLOCH: Thank you.
 17 Moss Adams brought the proposals in
 18 accordance with the contract, which was legally --
 19 quite legally issued and can found in the District
 20 website, I believe. They reported back to us
 21 four weeks ago now. These meetings blend in some
 22 respects. At the time they had to still complete
 23 their final recommendations for implementations,
 24 give us some guidance in their proposals for
 25 implementation. I think it's -- we all agree, it

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1 was a good report, lots of recommendations, and I'll
 2 pass it across to the Board based on that for
 3 progress.
 4 I believe should -- there's a lot of good
 5 work in it. I believe we should be moving forward
 6 with it as a whole, and deciding where it goes. But
 7 I stated to the Board at the time that we bring back
 8 the implementation thoughts. That's what we've
 9 done, it's included here.
 10 CHAIR DENT: Any questions, comments?
 11 TRUSTEE TULLOCH: I'll just add to that.
 12 I think there's, obviously, some of pricing seemed
 13 exceptionally high in some of the areas, in terms of
 14 implementation. I don't think this all needs to be
 15 done externally. A lot of this work can be done
 16 internally.
 17 I think we've identified lot of things in
 18 it, so I think as we move forward, we work identify
 19 what can be done internally and what could be done
 20 externally.
 21 TRUSTEE SCHMITZ: I just had a few
 22 questions. And, yes, I was surprised by the pricing
 23 of some of these things.
 24 Under the strategic plan, the 1 G where it
 25 says "Implement an annual representative community

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1 survey," for us to do. We have A lot of master
 2 plans, but they've grown a little bit of dust on top
 3 of them, and I think it would be important for us to
 4 do this, but 20- to \$40,000 seems like a pretty big
 5 number. But I do think that that's something that
 6 we should do sooner rather than later so that we can
 7 incorporate that into our five-year plan discussion.
 8 But then when you flip to the next page,
 9 same section, the second bullet, it says "Administer
 10 and open non-statistically significant community
 11 survey." I was confused as to how this tied to the
 12 other one, and why is it a non-statistically
 13 significant. And I also thought that we should
 14 incorporate staff, staff input into that as well.
 15 But I didn't know why is it sort of listed in two
 16 different places like that. I would assume it's the
 17 same thing.
 18 And with staffing 2 B, one of things that
 19 I'm recalling is that they felt that our job
 20 descriptions should be updated. I know that the
 21 director of HR has been doing a compensation study,
 22 or it's my belief she's been doing a compensation
 23 study. But my question is: Do we need to first
 24 have the job descriptions updated before we did
 25 anything like that?

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1 I'm sort of siting here trying to figure
 2 out, okay, what do we need to do first? Because I
 3 think that the compensation study is very important,
 4 and I think we can start working on that before --
 5 this says "wait for," or "in tandem of a new general
 6 manager," but I feel like the community survey and
 7 the job descriptions and compensation study, that
 8 could be something that is moving forward before we
 9 have the general manager.
 10 And notice on the very last page, 110,
 11 staffing 2 A, that's where it talks about updating
 12 the job descriptions. But my feeling that has to
 13 happen before you do the compensation review.
 14 So I think there's little bit of
 15 organization of how would these things, from a
 16 timing perspective, be rolled out.
 17 TRUSTEE TONKING: I talked to him also
 18 about prices, and I was like, I'm very concerned
 19 about them.
 20 I think a lot of these things, if we
 21 decide to do them not internally, we should think
 22 about putting them out to RFP because I think some
 23 of these prices are a little high, personally.
 24 But I agree with Trustee Schmitz, I think
 25 the community survey needs to be done soon. And in

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1 the actual, like, report done by Moss Adams, they
 2 say that that survey will tell us -- it was like one
 3 of the first steps of the strategic plan. So I
 4 think we need to start that immediately.
 5 Do I think we need to be spending 40
 6 grand? No. I also do surveys for my job, and I'm
 7 not going to say -- hopefully no one's watching my
 8 meeting, but we don't charge 40 grand. But I think
 9 that's definitely a first step.
 10 I looked at the timeline, and I don't know
 11 if this helps at all, it's on page -- I don't really
 12 know what of our board packet, but it's on page 11
 13 of the very end of the report. And breaks it out
 14 into, like, developing a new strategic plan, that's
 15 like quarter one. Then it says "Update policies and
 16 procedures," and then it says "Restructure senior
 17 management team," then it says from there, "Update
 18 job descriptions," and then the last one is
 19 succession planning and framework.
 20 So it kind of laid out it out to us in the
 21 quarter system. And I think the idea was you do
 22 your strategic plan and you do your policies and
 23 procedures, and then from there you, you can decide
 24 how you want the organizational chart to look. And
 25 then from there, once you've created that org chart,

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1 you're able to update your job descriptions,
 2 probably deal with your salaries. And then from
 3 there, come up with your succession planing for all
 4 new, like, not new, but through this org chart.
 5 So I was kind of recommending we try to
 6 follow that process.
 7 TRUSTEE TULLOCH: Trustee Schmitz, I think
 8 if you look at the implementation, if you look at
 9 the timing against the different things, they're not
 10 just -- they're not laid out sequentially in the
 11 grid. If you look at the last item, staffing 2 A,
 12 that shows us two months. It's not a case of going
 13 through them per the grid; it's all sequential.
 14 I think a lot of these things can happen
 15 in parallel, and I think Trustee Tonking made a good
 16 point. Some of these things where they look pretty
 17 spendy, we should be looking at going to RFP on it.
 18 Let's be honest, if I put my consultant's
 19 hat on as well, if you don't put these proposals
 20 before the customer, the customer is not going to
 21 suggest them normally. It doesn't necessarily mean
 22 they're essential. It a case of if you don't ask,
 23 you're not going to get any of it.
 24 CHAIR DENT: Do we want to -- I guess, as
 25 far as next steps, would we want to make a motion to

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1 accept the implementation of the -- excuse me.
 2 Accept the Moss Adams plan and proposal that they
 3 put in front of us, as far as next steps, and then
 4 allow our employee, interim General Manager
 5 Bandelin, to review this and take the next steps as
 6 he sees fit, based on what's in this report and how
 7 our employee is seeing how he can tackle the list?
 8 TRUSTEE TULLOCH: Yes, that was my
 9 proposal. That's why I've drafted the memo this. I
 10 think it's -- I think it's -- I think -- that is my
 11 view. We should accept the report, and then
 12 Mr. Bandelin to start taking the lead on that.
 13 A lot of these things we have discussed
 14 previously, particularly as Trustee Schmitz said,
 15 the strategic plan is more than just gathering dust.
 16 The grass is growing over it now in terms of that.
 17 That's a very clear message to make sure that we're
 18 actually doing -- we're initiating the projects that
 19 align with the community now, not something aligned
 20 with the community in 2015 or something in terms of
 21 that.
 22 There's a lot there, but, yes, my view is
 23 I'm happy to propose a motion along these lines.
 24 CHAIR DENT: I'll entertain a motion.
 25 TRUSTEE TONKING: I move the Board of

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1 Trustees accept the Moss Adams report and memo, and
 2 give direction to Mike Bandelin to move forward if
 3 he sees fit.
 4 CHAIR DENT: Motion's been made. Is there
 5 a second?
 6 TRUSTEE TULLOCH: I'll second that.
 7 CHAIR DENT: Motions's been made and
 8 seconded. Any further discussion by the Board?
 9 TRUSTEE SCHMITZ: Could we at least
 10 identify for the interim General Manager what the
 11 priority one is? And it sounds like, based on our
 12 discussion, that's the community survey.
 13 TRUSTEE TONKING: While moving forward
 14 with ideas around the community survey. I'll amend
 15 my motion.
 16 TRUSTEE TULLOCH: I'll second the amended
 17 motion.
 18 CHAIR DENT: Motion and second has been
 19 amended. Any further discussion?
 20 Seeing none, I'll call for the question.
 21 All those in favor, please state aye.
 22 TRUSTEE TONKING: Aye.
 23 TRUSTEE TULLOCH: Aye.
 24 TRUSTEE NOBLE: Aye.
 25 TRUSTEE SCHMITZ: Aye.

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1 CHAIR DENT: Aye.
2 Motion passes, 5/0. That closes out item
3 G 3. Can we -- let's take a seven-minute break. We
4 will resume at 7:55.
5 (Recess from 7:48 P.M. to 7:55 P.M.)
6 CHAIR DENT: All right. We are moving on
7 to item G 4.
8 G 4.
9 CHAIR DENT: Review, discuss, and possibly
10 approve a format for the Board of Trustees to an
11 informal conversation with the public or have a
12 structured conversation with the public on a
13 specific topic presented by staff member with the
14 Board of Trustees in attendance and possibly set a
15 date, time, venue, and/or specific topic depending
16 on the selected option. Requesting trustee, Trustee
17 Tonking. Can be found on page 111 of your board
18 packet.
19 TRUSTEE TONKING: This is follow up to the
20 past conversations we just had on the forum, as well
21 as the meetings before that Chair Dent had spoke a
22 lot about, and I just move forward with discussing
23 them.
24 In this board packet, it is totally an
25 example, of how I was thinking it work where two

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1 If there's just two trustees' perspectives there, it
2 makes it seem that the Board may be going in even
3 different directions in terms of that. It's -- I'm
4 not in favor of that one.
5 As to sitting or standing around a table,
6 it becomes a bit like an election again. I'm not
7 quite sure how that works. It's -- I confess, I
8 don't have any alternative ideas. I did like the
9 idea of a mixer before -- an hour before the
10 meetings, all trustees can be present, and the
11 public don't need to come out twice and can actually
12 raise issues then.
13 I think the difficulty is to try to set
14 out as a formal setting, you run into so may
15 difficulties between Open Meeting Laws and different
16 perspectives and limited perspectives and things
17 being taken the wrong way, some people hearing one
18 thing, some people hearing another thing. I think
19 it becomes very difficult. I think we all need to
20 be -- unless you're aware of all sides of
21 conversation, it's very difficult for these things
22 to be successful.
23 TRUSTEE TONKING: That makes a lot of
24 sense.
25 And I, by no means, am married to this

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1 trustees -- I believe that's all we can have run the
2 forum -- would be assigned to a topic, and then we
3 just alternate working with different people. So,
4 Ray, at some point, you'll have to work with me.
5 And so we'll go through each of those,
6 like, forums. And so for example, you pick a date
7 and time, you'd pick a topic for the two of you to
8 talk about, and then people can come and give us
9 feedback on the topic. In this, I just gave an
10 example using the beach house, the date, and then,
11 like, some conversations that it could be around.
12 That was really all I was thinking on how
13 to run these. I don't know of that makes sense to
14 others or what others are thinking. This is truly
15 to suggest -- get the ball moving.
16 CHAIR DENT: Okay. Any comments,
17 suggestions, where do you guys want to go with it?
18 TRUSTEE TULLOCH: Just some thoughts, not
19 that I'm opposed to working with Trustee Tonking,
20 quite happy to tag team with her in terms of that.
21 I think the difficulty with the open
22 forum, if there's only two trustees present, given
23 the inevitable timeline between of meetings, I think
24 it drags out over a long period, and I think -- I
25 don't think it really gives a very good perspective.

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1 idea. Again, it was just something we talked about
2 as ways to create Board communication. I'm fine if
3 we just start with the informal meetings at
4 beginning and see how those go. And maybe forums
5 could be something that -- on bigger issues, for
6 example. So, like, getting feedback on the beach
7 house or the dog park or maybe stuff like that. And
8 we could discuss if that's more applicable, because,
9 as you said, being held to Opening Meeting Law is a
10 hard situation.
11 But I'm fine to start with just the
12 mixers.
13 CHAIR DENT: When -- I just think back to
14 when -- I think we've tried something like this one
15 time in the past, and I believe it was more of a
16 workshop. There were some informative displays,
17 learn about your trash and a few other things, and
18 the trustees were welcome to sit down around their
19 little table and answer any individual questions.
20 All five trustees were welcome to do. I can't
21 recall, it was so long ago, if all five trustees
22 were present. I don't really think that matters as
23 much.
24 But, Anne, feel free to correct me on
25 this, but as long as we notice it, we can do

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1 something like that if it is more of a
2 meet-and-greet, that's, I believe, how we had it set
3 up before was more just a meet-and-greet.
4 I like this idea and I think we can we
5 build upon it a little bit, and I would say if we
6 could have three trustees there or five trustees
7 there, whoever can make it, can make it.
8 And as we know from going to dinner or a
9 couple of dinners that we attended earlier this
10 year, I think one meeting we might have had three or
11 four. Both of have them might have had four. We
12 weren't all five of us able to get in the same room
13 together, given our schedules.
14 So we could do something where it is super
15 informal, similar to, maybe, what happen at a
16 candidate forum. Have -- instead of sitting at this
17 board table and these really nice comfy chairs, we
18 can actually have some comfy chairs, all of us could
19 have a mic, we could have an intake where questions
20 are asked, put up on the screen, and the trustees
21 that want to answer them, can answer them. Or a
22 trustee that was asked a question can answer the
23 question. I think that serves the purpose of
24 allowing the community to have their questions
25 answered.

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1 could, potentially, answer their questions.
2 CHAIR DENT: There would probably be a lot
3 of similar questions, so I think it is good to have
4 people write them down and submit them.
5 TRUSTEE TULLOCH: I agree with that. I
6 like that idea. We've done that candidate forum
7 where somebody is correlating the questions as well
8 so we don't get multiple iterations of the same
9 question. To me, that makes a lot more sense.
10 It's interesting that you mentioned the
11 workshops, because that's something that came up in
12 our committee meeting yesterday. It was -- in terms
13 of as when we're developing projects, we used to
14 have a lot more workshops, as I recall, just as a
15 member of the public before I got pulled into more
16 depth. When I had a life.
17 But, yeah, I think we should not rule out
18 the idea of workshops as well, particularly as we
19 develop some of these projects. For the beach
20 house, as we get to final designs, it's something we
21 should bear in mind.
22 TRUSTEE TONKING: I was going to try to
23 recap what everyone had said to then try to work to
24 come up with a proposal. Go ahead.
25 TRUSTEE SCHMITZ: When we get to the point

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1 If we want to get more, I guess,
2 intentional about a specific topic, then I think it
3 would be good to have staff there, answering
4 questions, a presentation, and then we can answer
5 some questions.
6 It's my understanding, as long as we
7 notice it, we can notice that meeting to be about
8 all topics IVGID or all topics -- really, anything
9 we can answer. As long as we notice that, there's
10 no issue.
11 I like the idea, and it should be
12 something we do a couple of times a year or try to
13 do it every four months. We have lot of other
14 things on our calendar, but if you spread it out
15 like that, we'd probably get to a point where more
16 and more, we would be able to do it in a room like
17 this rather, than in the a room at the Chateau.
18 Anyone else want to weigh-in?
19 TRUSTEE SCHMITZ: I'm recalling a few
20 years back that there was something at Chateau, and
21 there was a moderator, probably Misty, maybe, where
22 you could submit questions on a card. And I think
23 that that would be a good way to handle something so
24 that people can ask their questions, but they have
25 to -- someone else could read their question, and we

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1 where it's workshops, I'm recalling -- this goes
2 back a few years -- at the Chateau, that they did
3 have, like, clickers or a method on your cell phone
4 where you could answer survey question. And if
5 we're going to have something like the beach house,
6 that would be a nice way to get some instantaneous
7 community feedback as well.
8 TRUSTEE TONKING: All right. Listening to
9 what every one said, so coming up with some form of
10 forum that occurs once a quarter, and then working
11 with legal to kind of talk about how to have all
12 five us there, and also making sure that it's not
13 turning -- because we kept saying like a campaign
14 forum, and I just want to be careful that we don't
15 use the terminology. It's also election year, so we
16 do not want to using -- so just making sure to word
17 it correctly. I will work with legal on that. And
18 have it, like, every three months, and it be like a
19 community forum of question and answer. And however
20 many people we can get there, we can do it that way.
21 And also coming up with some language
22 around, like, what workshoping would look like.
23 Just having those two.
24 And then, maybe, I guess I have a
25 clarifying question. When do we want to start those

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1 community, like, the beginning of meeting hours,
 2 social hours? Are we doing that? Do you want to
 3 write a little blurb on that those three or is that
 4 already moving forward?
 5 CHAIR DENT: I'd say let's do -- let's
 6 come to the meeting, I guess, a half, an hour
 7 before, and we could do that at the last meeting of
 8 all the month. Will that work?
 9 TRUSTEE TONKING: Okay. Perfect.
 10 CHAIR DENT: And it could just be super
 11 informal. And I'll work with legal counsel on that,
 12 because I believe as long as we -- I'll work with
 13 legal counsel on how to approach that so we handle
 14 that in a manner that doesn't violent Open Meeting
 15 Law.
 16 One -- your agenda item in improving
 17 that -- or approving the agenda to go out, almost
 18 two weeks ago, now, it got me thinking, and I was a
 19 little proactive on this process in working with
 20 staff and just asking the question of: What does
 21 the Chateau look like next week, the first week of
 22 October as far as availability?
 23 And just seeing where this could go and
 24 really having town hall, because we have been
 25 talking about this probably since middle of year or

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1 into that, so that is something in lieu of having
 2 the meeting or potentially could be an agenda item
 3 that we do start off, folks can submit their
 4 questions while we're working through our general
 5 business, in a maybe little less formal setting, and
 6 then continue on to the -- we'll call the town hall
 7 for a couple hour or two and a half hours.
 8 Anyone want to weigh-in on that idea?
 9 TRUSTEE SCHMITZ: I'm fine with that idea.
 10 And I think that, given, as you mentioned, our
 11 calendar's were a little bit light, it's the
 12 opportune time for us to start planning for projects
 13 that we want to begin implementing come next season.
 14 Because we have to have lead time for construction.
 15 So it's prior to our budgeting. It seems
 16 like sometimes we're trying to do project planning
 17 at the same time as budgeting, and it gets to be
 18 really burdensome. And if we could start doing some
 19 of that project planing, in the fall, in this later
 20 part of the year, I might make that budgeting
 21 process easier, and it would be a great opportunity
 22 to hear from the community in October too.
 23 TRUSTEE NOBLE: I think, given that is
 24 going to be the first one, I'd like to see all five
 25 trustee there, and the fact we know that Trustee

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1 early in the spring.
 2 And then it came up, and talking with the
 3 General Manager earlier this week, that the agenda
 4 for October 11th meeting is pretty much dead,
 5 however, we've all set time aside and plan to be at
 6 that meeting on the 11th.
 7 So, we could -- Trustee Tonking I know
 8 you're not in town for that meeting or not going to
 9 be available for that meeting. We could set
 10 something up for one of three or four that we're
 11 going to try and do annually, I would say more than
 12 two. And we could set something up where we do a
 13 trial run on this we where we actually sit up there
 14 and answer some questions, and then with the
 15 commitment of doing another one this year.
 16 As we get into November and December,
 17 those months, seems like there's not a lot to do,
 18 typically, on the agenda. It usually starts off
 19 strong in January and kind of tapers off as the year
 20 goes on. And then we repeat everything we did the
 21 year prior.
 22 We could definitely do that if the Board
 23 wants. October 11th is a Wednesday, two week from
 24 now. The Chateau is available. I believe the
 25 Chateau is available at 6:00 P.M., and staff looked

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1 Tonking is not going to be there, I'd push it to
 2 either the last one in October or the first one in
 3 November.
 4 TRUSTEE TONKING: I would also like to be
 5 there for the first one. This is something that
 6 I've pushing for. Again, I'm in Thailand, so it's
 7 impossible for me to join. And I've let you all
 8 know for a while now.
 9 CHAIR DENT: Understood.
 10 TRUSTEE TULLOCH: I don't agree with going
 11 to the second meeting in October because then we'd
 12 be expected to dress up in Halloween costumes as
 13 well.
 14 CHAIR DENT: The second meeting in October
 15 is fully booked. Everything that was supposed to be
 16 at this first meeting is now pushed to the second
 17 meeting in October. And there's timeliness
 18 associated with it and then the agenda is going out
 19 sooner and a few other things that are pushing
 20 forward staff's preparation time.
 21 TRUSTEE TONKING: Can we find a time,
 22 then, that works -- I get back on the 13th, so the
 23 13th or on?
 24 CHAIR DENT: I would say we could. Is the
 25 13th, that's a Friday?

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1 TRUSTEE TONKING: I mean, not that night.
 2 I land at, like, 8:00 P.M.
 3 CHAIR DENT: Okay. Yeah. I don't know.
 4 Once again, it's reaching out to Heidi, and then
 5 it's having Heidi reach out to golf, and reach out
 6 to the folks in charge of booking over there. And
 7 sometimes it takes a little while to figure out that
 8 information. I'll work with staff. And, I mean,
 9 the reason why I said the 11th is just because Mike
 10 let us know we could have that night off. I would
 11 like to have everyone there, we've discussed that in
 12 the past, but sometimes it just doesn't work out.
 13 And if we were to move forward and say,
 14 Trustee Tonking, you weren't able to be there, we
 15 would make sure we'd have another one, say, early
 16 move, so then we're getting two out of way, and
 17 we've kind of tackled that right out of the gate.
 18 TRUSTEE TONKING: I feel like this is the
 19 exact opposite of what you said, holding one every
 20 quarter, and now putting two within a two-week span.
 21 So I think, if that's the difference, let's just
 22 throw it sometime in the next three weeks so we can
 23 all be there.
 24 CHAIR DENT: It would be two within a
 25 month, but I was trying -- saying we could

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1 prioritize to do it because I might not be able to
 2 be or Ray may not or David or Sara. So I just -- I
 3 know our schedules are tight, we commit to the
 4 Wednesday nights, and just trying to move forward
 5 this idea.
 6 What's the Board want to do?
 7 TRUSTEE TULLOCH: I'm happy to leave it to
 8 you, Chair Dent.
 9 One thing I would echo, Trustee Schmitz's,
 10 though, because it reflects some of the things that
 11 came in the investment committee as well, being able
 12 to move faster and move earlier on some of the
 13 project proposals and things. I'm very conscious,
 14 this year during the budget process, we kind of got
 15 railroaded into very short timelines on a lot of the
 16 capital proposals, and that's certainly something
 17 that was mentioned, came through loud and clear.
 18 So the more further ahead we can get in
 19 that, the better.
 20 CHAIR DENT: All right. No more comments
 21 about investment committee, and stay on topic.
 22 TRUSTEE NOBLE: I would just say that
 23 given that golf is winding down, that there should
 24 probably be times that the Chateau is open in the
 25 evening where all five of us can be available, at

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1 least for the first one.
 2 CHAIR DENT: Okay. I will work with
 3 staff, and we will send out an email and coordinate
 4 the timing of our first town hall. And then we will
 5 get that sent out through the IVGID channels to
 6 market that.
 7 Any other discussion on this item?
 8 All right. That closes out item G 4.
 9 Moving on to item G 5.
 10 G 5.
 11 CHAIR DENT: Review, discuss, and
 12 potentially adopt a Policy and Procedure number 143,
 13 Resolution number 1904, regarding advertisements in
 14 the IVGID magazine and other District publications
 15 at District-owned venues and District-sponsored
 16 events. Requesting staff member Marketing Manager,
 17 Paul Raymore and, I guess, through legal counsel.
 18 And Anne is here to represent legal counsel. This
 19 can be found on pages 112 through 143 of your board
 20 packet.
 21 MR. RAYMORE: Thank you, Chair Dent and
 22 fellow members of the Board of Trustees.
 23 As Chair Dent mentioned, on pages 112
 24 through 143 in the board packet tonight, is a memo
 25 including a proposed District-wide advertising

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1 policy, along with some additional materials
 2 designed to foster a discussion on whether you would
 3 like staff to explore expanding the scope of the
 4 District's advertising and events sponsorship
 5 programs.
 6 The proposed District-wide advertising
 7 policy, attached as pages 118 through 121, was
 8 drafted by our legal team at BBK at the behest of
 9 our interim General Manager. If you'll remember,
 10 the policy was originally drafted to pertain just to
 11 the IVGID Magazine, but has been expanded in scope
 12 to cover the District's advertising programs more
 13 holistically at the Board's request.
 14 So, staff is requesting that you review,
 15 discuss, and potentially adopt the District-wide
 16 advertising policy, and then, in addition, staff is
 17 hoping to get direction from the Board tonight on
 18 whether you would like us to look into possibly
 19 expanding the scope of the District's paid
 20 advertising and sponsorship programs.
 21 To be very clear, staff is not advocating
 22 for such an expansion, however, as you'll see in the
 23 packet with the example materials from the Tahoe
 24 Donner Association, there's a potential to generate
 25 additional revenue for the District by formalizing

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1 and expanding the scope of event sponsorships and
 2 other advertisements at District venues and on
 3 District platforms, should there be a desire by the
 4 Board to do so.

5 I am happy to answer any questions you
 6 might have on either of those topics.

7 CHAIR DENT: Any questions, comments?
 8 TRUSTEE TULLOCH: I'll kick off.

9 Perhaps you can clarify for me what the
 10 purpose of the IVGID Magazine is? I go through it,
 11 and it's a weird mix of advertorials for preferred
 12 partners, it's primarily driven by realtors and
 13 things, and then it has editorials by different
 14 staff members and it has details of staff that have
 15 been promoted. It seems to be a really weird mix
 16 between a complete mishmash of an advertising
 17 product and something that should be an internal
 18 staff newsletter almost, in terms of promotions and
 19 things.

20 Who is it targeted at, and what's the
 21 purpose of it.

22 MR. RAYMORE: I would say that the purpose
 23 of IVGID Magazine is to, primarily, inform our
 24 residents and stakeholders in the community of all
 25 the programs, services, and venues available to

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1 them. News and updates going on at those venues,
 2 events happening at those venues. Programs like
 3 children's camps during the summertime, if you look
 4 in the current edition, you look into our
 5 fall/winter programs. Updates from those venue
 6 managers. Updates from Darren Howard in this
 7 current one. A whole list of programs for active
 8 adults, senior programs, other segments of the
 9 community. Recaps of things like our youth camps
 10 that we did.

11 It's certainly meant to inform our
 12 community on all of what IVGID offers, mostly parks
 13 and recreation oriented, and those recreation
 14 venues.

15 And then we do include some other updates
 16 from staff, certainly from the public works team and
 17 Waste Not, especially any events they have.

18 We try to cover few a updates on major
 19 capital improvement projects and progress that's
 20 been made on those.

21 And it's limited in scope. We can't cover
 22 everything that IVGID does, IVGID is. The magazine
 23 evolved out of what called "The Activity Guide,"
 24 which was an in-house produced, multipage pamphlet
 25 that was strictly, you know, the parks and rec

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1 department and other venues, the activities, the
 2 camps, the programs that were upcoming, and it's
 3 evolved from there.

4 TRUSTEE TULLOCH: Okay. Now, a lot of the
 5 stuff that appears there is public works put a
 6 newsletter out with the utility bill every month. I
 7 get an update from public works. We see various
 8 other things.

9 You put it in a magazine coming out every
 10 two and a half months or something. It's almost out
 11 of date by the time it comes out, and most of the
 12 stuff is also available on the website.

13 Again, I'm confused to who it's targeted
 14 at. Just targeted at residents, why are we putting
 15 copies out everywhere in the Tahoe Tribune and
 16 things like that? And are we trying to sell venues?
 17 Are we trying to sell access? What are we trying to
 18 do? Because the clear message that comes to me from
 19 the community is that we should be focusing on
 20 members first, not trying to advertise it
 21 externally.

22 And be I'm being serious. I'm not being
 23 flippant or anything. I'm just trying to understand
 24 what we're trying to target with it and what -- for
 25 the purpose.

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1 I would have thought that we have -- all
 2 the venues has guides as to what is coming up. The
 3 programs, it's all on the website. I'm not quite
 4 sure what we're actually achieving with it, apart
 5 from burning more paper. And there's no revenue
 6 that comes to the District from it. There's a cost
 7 associated with it. And a lot of it is just
 8 duplicating information that's already been put out
 9 there.

10 MR. RAYMORE: As the marketing manager, I
 11 can say that we try to communicate with our
 12 residents our stakeholders and our community in
 13 multiple different ways. Certainly, coming of age
 14 in the internet age, we try and keep that website
 15 updated, first and foremost, so we hope that you'll
 16 find always the most-current information on our
 17 website. But we also know that there are a lot of
 18 people this community -- and let's face it, Incline
 19 Village is an older-than-normal community who prefer
 20 paper. They trust do prefer reading things in a
 21 magazine format, on a flyer. There are folks that
 22 go into the Rec Center and get their news by
 23 chatting with folks in the lobby and talking to
 24 folks at the front desk.

25 And so from a communications standpoint,

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1 we try to make sure that we are communicating in all
2 those different forums, all those different
3 channels.
4 So I feel like the magazine serves a
5 niche. Certainly, there are those who know our
6 website well, get all the information they need from
7 there. And you're right, this magazine shouldn't
8 contain anything new that's not on the website. We
9 publish a digital copy of this on there, so all the
10 articles are online and available.
11 As we mentioned, this latest edition,
12 there are those who say that they don't want to
13 receive a mailed copy anymore, and we're giving them
14 a chance to opt out of that. Because we are
15 certainly not trying waste anybody's resources, we
16 don't want to add junk mail to anyone's mailboxes.
17 So if you don't want to pay for a copy, we're more
18 than happy to oblige. That being said, there's also
19 a lot of folks who say they appreciate it.
20 It is mailed to all of our parcel owners,
21 and a lot of those, you know, are second-home owners
22 and don't live in this community, so they don't
23 necessarily get their news through word of mouth
24 here town. So that see that as an important way to
25 keep in touch with the District, the programs and

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1 revenue from advertising. I don't think that's
2 anywhere in our charter or anywhere -- that's
3 something that's been stated by the Board.
4 Again, I'm just trying to open the
5 discussion here because I think it's -- there's an
6 assumption that we will just drive down this
7 direction. I'm certainly concerned about the
8 commercialization of that, of a government
9 operation.
10 MR. RAYMORE: If I can respond. Again,
11 like, staff does not have a dog in this fight. We
12 are merely bring the expansion before you as option
13 and for discussion. And we are looking for your
14 input.
15 If there's interest in it, then we are
16 very happy to step away. I just felt like we were
17 having this discussion on the District-wide
18 advertising policy, which I do believe will be very
19 helpful to us, especially in, you know, we have this
20 magazine, we do allow advertisements in it, and we
21 can give that policy to CC Media, our publishing
22 partner, and make sure that there's a Board-approved
23 policy in place.
24 The other discussion, again, is one
25 hundred percent, I just wanted to bring it to your

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1 activities that are available to them when they come
2 up and enjoy everything we have here at Incline.
3 TRUSTEE TULLOCH: I probably fall in that
4 category. I am able to look at websites, a lot of
5 people are, and I understand some people want to
6 look at there.
7 Again, I come back to it seems have turned
8 into more an advertising vehicle for people that get
9 no revenue from. If it's to update the community,
10 perhaps, a slimmed down version. Why are we chasing
11 all sorts of advertising?
12 And look through some of the advertising
13 proposals here and it seems to be selling Tahoe --
14 or, sorry, no, that's somebody else's phrase
15 already. I see things like a realtor wants to
16 sponsor all our events and things, and I think we
17 need to be very careful about that. Are we just
18 selling out? We're a government organization.
19 We're not an HOA. We're not -- I don't think you
20 can compare us to Tahoe Donner in terms of that. I
21 get concerned when I see this let's just go out,
22 mass advertising and things. And then we could have
23 banners hanging all over the place.
24 I'm not quite sure what we're achieving
25 when it talks about our purpose is to generate

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1 attention, this is an option. There's a very
2 similar organization, granted it's an HOA; we're a
3 government agency. I understand the difference.
4 But they have a more holistic advertising model. It
5 generates, what they have said, is significant
6 revenue for them. So I figured I would bring it
7 before you guys for a discussion. I see a million
8 ads every day, and so I'm not necessarily saying we
9 should bring more into Incline Village.
10 But, again, I just figured I would bring
11 it to you guys as an option, show you what's out
12 there, and get your feedback and move forward.
13 TRUSTEE TULLOCH: Thank you. I've got
14 some other points I'll come back on, but I will pass
15 it to my colleagues. Appreciate that.
16 MR. RAYMORE: One more thing to touch on,
17 the advertisements in the magazine, again, those are
18 handled by CC Media, other than we have within the
19 contract with CC Media told them we don't want t see
20 things like advertisements for competing venues,
21 like cannabis products, anything like that. Who
22 chooses to advertise in the magazine is basically up
23 to those advertisers, and they get the information
24 on where it distributed.
25 So, yeah, it's a lot of realtors. We're

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1 looking to outreach to our stakeholders, our
2 community, a lot of local business that provide
3 services. Again, that's nothing we have control
4 over or much say over.

5 CHAIR DENT: I like the line of
6 questioning. I've heard it two or three times
7 tonight, and it goes back to our board training this
8 afternoon. And it's what's the public opportunity
9 or public problem we're trying to solve? Where are
10 we going with this? And then another good one from
11 the starting point that goes along with what we are
12 discussing is how do we measure the results from it?
13 Like, what are we trying to achieve from doing this?

14 And so if you start with us trying to
15 understand what it is we're trying to solve and how
16 we're measuring it, then we kind of know who it's
17 working, how it's not.

18 So, what does success looks like? I guess
19 is appropriate question that we should be asking
20 ourselves with that, and that's what I -- I feel
21 like the underlying questions that are coming up
22 stems from our overall -- is a guide to good
23 decision-making for our good governance training we
24 earlier today. And I feel like if we approach all
25 of out items that way, then, truly, we are serving

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1 at expanding the scope or just developing a little
2 bit of a full-fledged District policy around
3 banners, sponsorships, that kind of thing. And
4 staff is happy to do either of those to whatever
5 degree the Board would like.

6 TRUSTEE SCHMITZ: One of the things that I
7 liked in the Tahoe Donner was that they had then an
8 element of consistency. And the consistent -- there
9 was a consistent look, it had the logo, you know
10 this is an IVGID event, that sort of thing.

11 From that perspective, I really liked that
12 idea about there would be an element of consistency
13 and management across the venues.

14 Then as it relates to the IVGID quarterly,
15 do you have a feel of how the survey results are
16 coming in at this point? It seems like that survey
17 has been open for quite a long time, and I had
18 mentioned to interim General Manager Bandelin that I
19 was hoping that you could give us a perspective on
20 what those survey results are looking like so far.

21 MR. RAYMORE: I'm not prepared tonight to
22 give you too much of an overview, other than what is
23 actually published in this current IVGID Magazine,
24 which I tried to summarize just a couple key points.
25 But my goal was to leave the survey open

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1 the public.

2 So I just think it's a good line of
3 questioning.

4 TRUSTEE SCHMITZ: I just have a couple of
5 clarifying questions. Do we -- as it relates --
6 because I know we have banners different places. Do
7 we have a pricing policy that we have implements
8 across the District relative to banners in the Rec
9 Center or banners on the fields or tennis court or
10 anything?

11 MR. RAYMORE: Not that I'm aware of. I
12 don't believe there's any kind of District-wide
13 pricing policy or advertising policy, which, as I
14 put in the notes in the memo, leaves us kind of in a
15 situation where different venues are doing different
16 things. Most venues -- mostly it's around either
17 event sponsorships where we're bringing in outside
18 partners to help sponsor and defray some of the
19 costs of events. Something like the Incline Open
20 Tennis Tournament, for example, or the Trail of
21 Treats or the Tahoe Little League, that hangs little
22 league sponsor banners at our fields during the
23 little league season.

24 And so, right now, it is bit disjointed,
25 which is another reason to either potentially look

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1 through a couple of different magazine cycles so
2 that readers of the magazine have plenty of
3 opportunity to weigh-in. So we promised that we
4 would leave the survey open through October 31st. I
5 worry that it's, maybe, premature to summarize
6 anything before we truly close that survey. But
7 there the a kind of preliminary data I shared that
8 shows what I would say is strong readership, decent
9 appreciation for it's. Again, that was based as of
10 mid-August, so I really haven't looked into the
11 survey since that time.

12 TRUSTEE SCHMITZ: Here's just a suggestion
13 people. The people who don't open the IVGID
14 Magazine then done participate in the survey. It
15 really would be nice to email it out to people so
16 that the people who don't look at it, at least are
17 providing why don't they look at it. Why are they
18 not opening it up open. Because if someone doesn't
19 open it up and look at it, they're not participating
20 in the survey.

21 MR. RAYMORE: We have. District emails,
22 shared on social media as well. I'm almost
23 positive -- I mean, some of our emails are fairly
24 long, and if you don't scroll all the way to the
25 bottom.

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1 TRUSTEE SCHMITZ: I did get it.

2 MR. RAYMORE: We will continue our reach

3 through all of our communication channels as we get

4 closer to that deadline. And we're hoping to get

5 everyone's feedback, whether they read the magazine

6 or don't.

7 TRUSTEE SCHMITZ: I did get it. And I

8 think I didn't complete it because it was asking far

9 too much personal information, and I didn't want

10 something to say Trustee Schmitz said this.

11 Anyway, this is a little bit of a sidebar,

12 just curious on perspective. In curious, I'm

13 assuming that you have been working with Mike Gove

14 on the website redevelopment type initiatives. From

15 your perspective, do you think that enhancing and

16 making some of the changes Mike Gove is wanting to

17 make to our website, and you're probably working

18 very closely with him, do you think it will enhance

19 the method of communication with our community from

20 what we have today?

21 MS. BRANHAM: We're a little outside the

22 scope of the --

23 TRUSTEE SCHMITZ: It is.

24 MS. BRANHAM: -- policy specifically, but

25 would be happy to bring it back at a future meeting.

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1 TRUSTEE SCHMITZ: Okay. I would like to

2 just understand how we're communicating. And with

3 the new website, is it going to be an improvement.

4 I know those little flyers that you talked about,

5 the activity guide, those are really handy.

6 But back to the topic. One of the things

7 that concerns me with the IVGID Magazine is the

8 amount of waste. And I try to support Waste Not,

9 and I just get bothered with I see them stacked

10 everywhere and knowing and watching that they just

11 get swapped out. I don't want us wasteful. And I

12 don't want to waste natural resources. It's just

13 one of my things.

14 But as it relates to the policy, something

15 that I wanted to make sure that we all understood is

16 that this policy would mean there's no Washoe

17 County. I think Alexis Hill puts an ad in. That

18 would be not allowed. The IBCBA advertising would

19 not be allowed. And think that there's just some

20 general community attributes that would be excluded

21 because this is saying it's commercial only. And if

22 it's then for banners also, then it's commercial

23 only.

24 I just -- it talks about advertising

25 sponsorships of third parties. Do we need to have

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1 some parameters around third parties? Are they

2 supposed to be 501(c)3s? If they have an MOU, do

3 they need to be in compliance?

4 So I think that -- I think this is good,

5 but I think there's some things that we should, as a

6 board and as an entity and as working with, you

7 know, partnering with staff, we should just make

8 sure we're clearly understanding what we're

9 including and what we're excluding and what is the

10 definition of an acceptable third party.

11 So were just some of my thoughts relative

12 to it.

13 MS. BRANHAM: I just quick note, which is

14 that you look at part 1, A and B, in the policy

15 itself. So pages 119 and 120. We do carve out

16 specifically advertisements from other local state

17 or federal governmental agencies or legally

18 affiliated entities relating to public programs and

19 services and things like that.

20 Even if those were not otherwise

21 commercial speech, we did want to carve out things

22 like allowing the county to still advertise local

23 events. It's just a minor thing, but I wanted to

24 point that out.

25 TRUSTEE SCHMITZ: Thank you.

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1 One other thing, down in 7, can I ask a

2 clarifying question?

3 MS. BRANHAM: Of course.

4 TRUSTEE SCHMITZ: It's about churches.

5 Why couldn't local churches advertise any program

6 available to anyone in the community? I don't know

7 why we have to have it specific to summer or camps

8 for children. Why couldn't we allow -- as long as

9 their saying they're open to anyone, I don't know

10 why we would restrict that.

11 MS. BRANHAM: Yeah. That's just a matter

12 of preference. If the Board's direction is to

13 adjust that, the important thing to keep in mind is

14 that it's applied even-handedly and that it's

15 content neutral. If it were something where we were

16 sure that we were only accepting advertisements

17 everyone in the community was welcome, then that

18 would be totally fine.

19 TRUSTEE NOBLE: I actually like the IVGID

20 Magazine. I also use the website. So I think it's

21 just another avenue to reach out to parcel owners

22 and residents and guests in the area, as well as

23 those who live outside the area, but own property in

24 the area. A lot of times, I'll thumb through the

25 IVGID Magazine quickly, see something, and then do a

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1 deeper dive on the website.

2 With regards to expanding advertising, I

3 think having more just a consistent policy across

4 venues would be appropriate. I see, especially ball

5 fields in communities all over the place, there's

6 all sorts of advertisements. If it's a way to

7 defray costs on venues where we're actually -- that

8 are not necessarily making money, I think that's a

9 great way to do it. Again, though, how much is too

10 much? If every single spot on the fence on the back

11 of the upper field at the middle school is plastered

12 with advertising, that might be too much. But it's

13 one of those don't know until we try it, and I'd

14 rather us try it and see how that works out. We can

15 always scale it back or dial it back at a later

16 point if it becomes too much or just not what we

17 thought -- the benefits they are not what we thought

18 they were.

19 Those are my initial thoughts at this

20 point.

21 TRUSTEE TULLOCH: A couple follow-up

22 questions on that. We talk about defraying revenue,

23 but we don't see any numbers on that. About the

24 only place I've seen a lot of banners posted on the

25 tennis center. Then I look at the tennis center

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1 revenue numbers, and it doesn't seem to reflect much

2 in the way of defraying revenue.

3 We also went through a period several

4 years ago where we were just selling access passes

5 to the beach willy-nilly, and we were using the

6 wrong metric because people were considering, well,

7 we've done really good, we've made all this revenue

8 from the beach, but we destroyed the customer

9 experience because we have too many people on the

10 beach because we're selling passes to anyone and

11 everyone, basically. So I think we need to be very

12 careful in terms of that make sure that we're not

13 destroying the customer experience on some of that.

14 Again, I'd like to to see some numbers for

15 what we're actually getting paid in terms of revenue

16 for some of these things, whether it is actually

17 substantial or not.

18 In terms of the survey, given that we're

19 sending out a copy of the magazine to everyone, so

20 we know what the denominator should be. We should

21 be measuring the percentage of responses based on

22 the denominator. If we sent out 8,000 copies, we

23 should be -- we shouldn't be just saying, well, 85

24 percent of the people have replied to this said they

25 like the magazine. That 85 percent should be

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1 quantified as the numerator over the denominator to

2 get a real answer. Otherwise, we're just getting an

3 answer -- it becomes a skewed survey. If we've sent

4 it out to everybody, to every parcel holder, that's

5 approximately 8,000, to me, that becomes the

6 denominator.

7 And as Trustee Schmitz pointed out --

8 response basically it tells you what to think of

9 that. I don't recall seeing the email on it in

10 terms of that, but it's quite possible I missed

11 that. I don't know.

12 I think, equally, need to be careful. Do

13 we have a way of making sure that people are not

14 making multiple responses?

15 MR. RAYMORE: We will -- we look into the

16 back end and will investigate any suspected multiple

17 responses from the same IP address. We didn't want

18 to make this survey so restrictive that you to type

19 in so much personally identifiable information to

20 make it that secure. There was a balance of do you

21 want security so that we know everyone takes it once

22 or do we want it to be open and accessible to all

23 and look like we're big brother looking for

24 everybody's information.

25 TRUSTEE TULLOCH: I mean, the

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1 counterargument to that is that you could just be --

2 people could be trying to get results. I don't

3 think we can place a lot of faith in it if we

4 haven't filtered the results. If they're only

5 filtering them if we suspect fraud in a case, I

6 think it's very difficult to say with confidence

7 that, yes, we've has a mass response one way or

8 another. If we're not monitoring it scientifically,

9 it becomes meaningless. It becomes an opinion poll

10 on how many times you can click the button.

11 Particularly if we're leaving it open for four

12 months. That destroys most of the statistical

13 validity in a survey. That's why I'm asking.

14 The other thing here I see we're not going

15 to allow defamatory, false and deceitful ads. So

16 we're back to malinformation and disinformation. I

17 take a very simple view of it. We have information.

18 People are born with a brain to decide whether

19 information is true or false themselves.

20 What gives us the guidance to decide

21 what's false information, what's not correct? Are

22 we entering into censorship here, depending on who

23 happen to hold the reigns and who happens to be

24 doing there? I get very concerned when I see this.

25 When I see arbitrary decisions on what should be

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1 allowed and what shouldn't be allowed in terms of
 2 what goes by some individuals' opinions in terms of
 3 that. I think we need -- as I said earlier, I think
 4 we need to be fair and balance in all these
 5 respects. If we're going to allow adverts from
 6 preferred partners, shouldn't we also allow adverts
 7 from non-preferred partners? If it's an open forum,
 8 I think we need to be careful that we're not trying
 9 to sensor things that we don't like.

10 MS. BRANHAM: If I may, I just have one
 11 quick note on that. In the agenda report, we kind
 12 of discuss how -- the idea here is not to create an
 13 open forum, and so the rules are a bit different,
 14 and I don't want to get into all of the case law
 15 behind this and things like that, but I tried to set
 16 that out in the report.

17 It is impossible to come up with a policy
 18 that's always going to be applied exactly the same in
 19 situations like this because advertisements are, by
 20 their nature, tend to be subjective. But the idea
 21 here is to put guardrails in place. So you will
 22 notice, for example, it says: clearly defamatory,
 23 grossly misleading.

24 We try and qualify, to the extent that we
 25 can, so it's a little easier to make that decision.

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1 I understand where you're coming from. I think the
 2 policies intended to set guardrails for
 3 advertisement that may come in that are clearly
 4 outside the scope of this policy.

5 We always welcome staff to confer with
 6 counsel if they have questions about things like
 7 that.

8 TRUSTEE TULLOCH: I think the difficulty
 9 becomes who decides it's grossly misleading. I
 10 mean, some people believe everything they read on
 11 social media is true in terms of that. It depends.
 12 A lot of that is influenced by the individual that's
 13 actually judging it. That's why I struggle with it.
 14 I do believe in first amendment rights in terms of
 15 that.

16 But what is misleading to one person,
 17 somebody else's freedom of expression in terms of
 18 that. And what you think is misleading might be
 19 different from what I think is misleading, which
 20 might be different from what Paul Raymore thinks is
 21 misleading. And that's why we start getting into
 22 very subjective areas there.

23 I appreciate you've tried to put some
 24 guardrails, but a lot of these guardrails then raise
 25 other issues. To come back to Chair Dent's point,

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1 what is the problem we're trying to address here?
 2 And are we just creating another knock on from the
 3 same thing?

4 TRUSTEE TONKING: I'm excited to see the
 5 survey results. I was easily able to access the
 6 survey. I received it my public -- my parks and rec
 7 email. I can send to you all too if you did not get
 8 it. It went to both my trustee and personal
 9 account.

10 I'm going to push back a lot on that
 11 survey comment that Trustee Tulloch had said because
 12 if that's the case, then we shouldn't be trusting
 13 any of our FlashVote surveys either. So if that's
 14 how we feel about surveys, then we shouldn't be doing
 15 them. That may be an outside board discussion to
 16 have.

17 Anne, I have a question for you in terms
 18 of advertisement. Do you feel like this policy in
 19 any way -- well, my first question is did you review
 20 this policy?

21 MS. BRANHAM: Yes. I helped write it.

22 TRUSTEE TONKING: In any way, do you feel
 23 like this policy is providing any form of
 24 censorship?

25 MS. BRANHAM: No. Yeah, it's a good

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1 question. I understand that. It's a little bit of
 2 a convoluted area because there's a difference
 3 between truly open public forums in constitutional
 4 law and limited public forums, which are kind of a
 5 middle level, and then what we're aiming for here is
 6 a non-public forum, and by that, what we mean is
 7 it's not a traditionally -- it's not a board office
 8 where you're having a public meeting, it's District
 9 property. If you're talking about events where
 10 there might be banners up or the magazine is put out
 11 by the District, so the District is entitled to set
 12 its own parameters on speech that's occurring,
 13 specifically with respect to non-public forums.

14 So, what we say in this report is the
 15 intent here is not to create a public forum, but
 16 you're allowed to set reasonable restrictions on
 17 advertisements on District property because the
 18 District is acting as its own speaker in that
 19 instance, if that makes sense. The District is
 20 allowed to say this is what we want and this is what
 21 we do not want in terms of what's allowed.

22 So, we've tried to -- it does have to be
 23 viewpoint neutral. I think that might have been
 24 brought up in comments, but that -- this policy is
 25 that it's not saying we will only accept one certain

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1 type of religious advertisement. It's saying it's
2 all or none and it has to be open to the community.
3 And so that was the goal with this. We can makes
4 tweaks to the extent that the Board has ideas for
5 adjustments that are still compliant with
6 constitutional law. If you would like we can do
7 something like we've done with the non-public
8 information policy where -- I got, for example,
9 comments from Trustee Schmitz, and then I can input
10 those into a new draft of the policy and bring it
11 back if you feel you need more time to look at it
12 and put some actual substantive comments in. That's
13 just one idea that I had.

14 TRUSTEE TONKING: Okay. I have another
15 question, or a statement and a question. I do want
16 to bring up again Trustee Schmitz' point about the
17 county non-profits. I want to make sure that we are
18 not excluding anyone because of the specific
19 language in the policy.

20 And then the other things is if there ads
21 that the staff has decided to remove for a series of
22 time, legal can also help in that process to ensure
23 that there's no idea that there's some form of
24 sponsorship. I feel like I'm not very worried about
25 this issue and what staff is going to do, but it

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1 appreciate it. That's great, but should we have a
2 consistent message from the Board that's going into
3 the magazine as well? Here are the quarterly
4 highlights of areas where the Board had direction
5 this quarter. Here's the Board's priorities moving
6 forward. Should we actually use it as an
7 advertising for the Board and advertising as to here
8 are our achievements, here's our plan, here's where
9 we're going. Or is it strictly just advertising and
10 marketed for realtors and other folks in town,
11 non-profits and such that -- businesses as well.
12 Elevators, I see a lot of elevator advertisements in
13 there.

14 But I really think we're kind of hitting
15 on this as far as a policy. Here's our advertising
16 policy, what's the District's policy as it relates
17 to the magazine?

18 MR. RAYMORE: If I can address that and
19 then I'll turn it over to Mike.

20 There is a big separation between the
21 advertising and that is what we really do want and
22 need a policy from you tonight, hopefully, on.
23 There is a timeliness aspect to this in that we have
24 another edition coming out in October, and
25 advertisers are asking if they can advertise right

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1 feels like others on the Board may be. I think
2 that's a nice happy medium, if you're willing to do
3 that.

4 MS. BRANHAM: We would welcome staff
5 questions. If there's ever something on the fence
6 or -- as loosely as staff wants to interpret that
7 offer to be involved, I'm always happy to be asked
8 questions like that. Feel free.

9 CHAIR DENT: Question regarding the
10 overall, I guess, content or direction of the
11 magazine -- going back to what's the problem we're
12 trying to solve? -- as far as who's the spokesman
13 for IVGID, it just kind of seems like we flip a coin
14 and decide who's going to be written up in that.
15 Sometimes it's the general manager, sometimes it's
16 the chair, sometimes it's other staff members, it
17 may be a director.

18 Like, I know where talking about the
19 policy as it relates to the advertising, but should
20 we have a policy as it relates to the magazine, or
21 just some just clear direction to staff as it
22 relates to the magazine? If we truly don't know
23 what the problem is we're trying to solve, we don't
24 know how we're measuring it, then, like, understand
25 some folks do get something out of this and

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1 now. So, the policy is important for that aspect.
2 On the editorial side, which is what I
3 head up, we are very open to the Board and the rest
4 of IVGID's desires in terms of what content they
5 want to see in the magazine. So if there's desire
6 by the Board for more input, as long as you guys
7 promise you can make deadlines, then I am very, very
8 happy to include it.

9 What I would suggest is let's -- once we
10 get -- we once we close that readership survey, get
11 a little bit more data from what our readers are
12 saying they want to see in terms of content, then
13 let's have that discussion. And I'll bring you back
14 all those data points from the survey as well as all
15 the comments, and then I'm very open to any content
16 that guys want to see in the magazine. Ultimately,
17 you guys represent the District, and we will in what
18 direction you guys want to see it go.

19 CHAIR DENT: The only reason I bring up my
20 comment about who is the District's spokesperson or
21 people, in speaking with legal counsel, IVGID has
22 taken a very different approach as to comparing to
23 what other agencies would do as it relates to their
24 magazine or their pamphlet or whatever you call it,
25 and there's always very similar people that are the

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1 spokespeople for the district, where we've kind of
 2 just anyone and everyone, it seems like, and I feel
 3 like we should have, if we are one team, we should
 4 have a consistent message coming from the District.
 5 And given that we could do much better when it comes
 6 to communication, using the IVGID Magazine to help
 7 communicate, these are the things we're working on,
 8 and this is what's on the long-range calendar for
 9 the Board. I think it's important to put in there
 10 if as many people are looking at our magazine, then
 11 they would be excited to know what we're working on
 12 because a lot of people say they don't know what
 13 we're doing, and we're just kind of doing things in
 14 a back room, when everything we can do is actually
 15 public, and it's sitting here at this board room
 16 with these nice comfortable chairs.

17 So, I really think we should have a
 18 spokesperson or a policy around that, and that's
 19 coming from legal counsel that that's what other
 20 agencies do. And I think it's important that we put
 21 some parameters around what this is and what it
 22 isn't, and who is going to be in there. Does
 23 general manager approve the writeup that goes in
 24 there ever single time by certain staff members? I
 25 don't know. I don't know the process.

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1 I know this is your wheelhouse. I don't
 2 want to get involved in it, but I think there is a
 3 piece of it, at a high level, that the Board should
 4 have some input on, and I really think using it to
 5 let the community know this is what we're working on
 6 next quarter, could be very helpful in communicating
 7 a message to them, as well as these were the
 8 priorities that we said we were going to do over the
 9 last quarter, and this is what we got done.

10 TRUSTEE TULLOCH: Yes, I think that's
 11 important. Because we've seen in some recent
 12 issues -- I recall not so long ago, our past chair
 13 used the forum of IVGID Magazine to make derogatory
 14 remarks, breaking the code of conduct against fellow
 15 trustees, and --

16 MS. BRANHAM: I just want to jump in and
 17 caution against any statements about particular
 18 people.

19 TRUSTEE TULLOCH: Let me say this is a
 20 hypothetical. And to come back to your point, Anne,
 21 you talk about it should be viewpoint neutral, yet
 22 we allow advertorials. So, we can't have
 23 advertorials if we're being viewpoint neutral as
 24 well because that's -- some of these things are
 25 couched as if it's been promoted by IVGID, when it's

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1 an external organization. So I think we need to be
 2 very careful in terms of that.

3 In terms of the survey, I mean, I will --
 4 heard Trustee Tonking saying we can't trust any.
 5 Well, actually FlashVote surveys do have guardrails
 6 to make sure you can't vote multiple times in terms
 7 of that. So I think that's an important difference.

8 Here, we're leaving a survey open for
 9 about four months, and we've got no real guardrails
 10 over how often people vote or who all can vote in
 11 it, whether it's somebody outside the District or
 12 not, and that's the point I was making. For it to
 13 have any statistical significance, we need to have
 14 some proper controls over it.

15 It's -- and equally, as Trustee Schmitz
 16 pointed out, it was attached to the bottom of our
 17 Rec Center email. I don't recall -- get emails from
 18 the Rec Center never, so I probably never received
 19 it in that respect.

20 But if this is so important, shouldn't we
 21 just be sending it out as a separate survey to each
 22 parcel holder in terms of that? Wouldn't that make
 23 it more effective?

24 MR. RAYMORE: We've tried, through all of
 25 our different communication channels, to promote the

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1 survey. We're actively seeking feedback from as
 2 many readers as possible, as well as any other
 3 District stakeholders who do not currently read the
 4 magazine. If you live in a bubble and your head
 5 buried in the sand and you don't know anything about
 6 IVGID, I don't know how we're going to get the
 7 survey in front of you, but we are certainly seeking
 8 information.

9 A lot of the survey is asking questions
 10 about what kind of content people enjoy and what
 11 more of. And so that's valuable feedback for us on
 12 the editorial team in terms of planning out that
 13 content, whether some questions are do they want to
 14 hear more updates from the Board of Trustees, do
 15 they want to hear more updates about capital
 16 improvement programs, do they only want to hear
 17 about beaches updates?

18 CHAIR DENT: Those are the questions you
 19 have in the survey?

20 MR. RAYMORE: Has nobody taken the survey
 21 here?

22 CHAIR DENT: I have not taken the survey.

23 MR. RAYMORE: Well, please do. It was as
 24 extensive as we could make it. I can send you guys
 25 all a personal invite tomorrow, via email, and

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1 hopefully you'll find --

2 CHAIR DENT: How many questions is the

3 survey?

4 MR. RAYMORE: There's some branching

5 logic, so depending on if you're willing to take the

6 whole thing, I believe it's 25 to 30. We're asking

7 to rate the value of certain content, on a 1 to 5

8 scale, whether you're more interested in the beaches

9 or parks and rec programs or Diamond Peak

10 information.

11 CHAIR DENT: Does it take five minutes to

12 do or 20 minutes?

13 MR. RAYMORE: Well, there's also options

14 to leave comments, and so it can take anywhere from,

15 I would say, three to four minutes, if you get

16 through it pretty quick, or you can spend an hour

17 typing.

18 CHAIR DENT: Will you just send it to the

19 Board tomorrow?

20 MR. RAYMORE: I will certainly do that.

21 TRUSTEE SCHMITZ: I would like to suggest

22 that we add to this list: no advertisement for

23 short-term rentals.

24 MS. BRANHAM: I wanted to point out before

25 we go any further, that is in number 9. And

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1 experience. And before we would go and embark on

2 anything, like they maybe did at Tahoe Donner, I

3 would want to find out: Do our golfers want to see

4 advertisement on their things or not?

5 Because I don't mean to do this only to

6 then think it's a great idea of revenue generation

7 but have our residents and our parcel owners not

8 liking the experience. So I think that -- I like

9 the idea. I think that we should just make sure

10 that we're going to do create a situation that we

11 think it's great for revenue generation, and then

12 the users at the Tennis Center or what have you

13 don't like it.

14 Under number four, I don't know why an

15 advertisement would be offensive to a political

16 group. So, I don't quite know why that would be

17 there. If there's not some reason, I'd like to just

18 strike that. We don't want it to be offensive to

19 anyone, but I don't understand why a political group

20 was listed.

21 And then in the area for 1 B where it

22 talks advertisements from local, state, or federal

23 governments, agencies, I would like to add also the

24 same the qualifying non-profit community

25 organizations. Because we do have them, and I

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1 short-term rentals and services will not be

2 accepted.

3 TRUSTEE SCHMITZ: Got it. Okay. Thank

4 you.

5 Then my suggestion is for 1 A and B, where

6 we talk about sponsorships with third parties. I

7 believe -- I'm going from memory, but I believe we

8 defined in a resolution, I don't remember what the

9 resolution is, but we defined what were acceptable

10 non-profits, I think. I think they were

11 specifically 501(c)3s that received discounted use

12 of our venues.

13 And I would suggest -- because we spent

14 the time to write that language, if we could lift

15 that and insert it here to define who is eligible to

16 do this sponsorships. Because I would think it

17 would be the same definition that we have in that

18 resolution, but I'm going from memory.

19 But I believe that we said they had to be

20 a 501(c)3, and they had to be a non-profit, and they

21 had to be community oriented. So I would just

22 suggest looking at that.

23 And I think that -- I like the idea of

24 what Tahoe Donner did. I like the idea of revenue

25 generation. My concern is our residents'

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1 believe they do currently advertise in the IVGID

2 quarterly. And I noticed that this would have

3 restricted it. And I think that whether it's Tahoe

4 Family Solutions, they do do commercial work, but I

5 think that we should make sure that we do have some

6 allowance in here for the community, qualified

7 non-profit 501(c)3 organizations.

8 That's my comments on the policy.

9 TRUSTEE TULLOCH: To follow-up on that.

10 Revenue generation always sounds great. Again,

11 let's be careful that we're not spending 20 grand to

12 generate 10 grand of revenue. It's back to using

13 the wrong metrics. I think the revenue generations

14 only become significant if it starts more than

15 covering the costs, and actually generating

16 something on top of it.

17 I think for the golfers, drive for sure,

18 pot for door. It's, yeah, I think let's not chase

19 revenue, but let's make sure it's revenue that's

20 actually worthwhile, actually generates some upside,

21 rather than just generating revenue and we hide the

22 costs elsewhere.

23 With regard to the survey, again, I come

24 back to my previous question, which wasn't actually

25 answered, why don't we just make this a proper

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1 scientific survey and send it out to everyone that
2 we send the magazine to? Send it as a separate
3 survey. You've just said you can send it to Board
4 members. I don't want special treatment. I think
5 we should be -- if we just send the survey out to
6 everyone that receives the magazine, then it becomes
7 a more scientific survey, and then we can actually
8 be monitoring what's happening in it.

9 I'm sorry, but in the current format where
10 it's open for four months, there's guardrails around
11 it, there's no real monitoring of multiple responses
12 and things, it doesn't really tell us anything.

13 So I would ask that we just send the
14 survey out to each recipient of the magazine, and
15 then we know it's sensible.

16 MR. BANDELIN: Just to clarify, the
17 problem is that there was no policy for advertising
18 content with the magazine. We agendized that at a
19 previous meeting, and we were told, let's hold that
20 item, bring it back with a District-wide advertising
21 policy.

22 So, currently, all advertising wants or
23 needs are approved by the general manager. I'm not
24 going to do that. I have no qualifications to do
25 that, so that is the problem with why this agenda

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1 got a more general advertising policy. Yes, the --
2 I don't think it's appropriate to try to cojoin them
3 all in one motion.

4 Equally, I think having gone through this
5 and having -- I've got a lot of red ink, I've got a
6 lot of score outs and comments on my copy. I don't
7 think -- I don't believe we're ready to pass a
8 motion on this. I think we should all be feeding
9 back some information on it.

10 TRUSTEE SCHMITZ: I want to touch on one
11 of Trustee Tulloch's concerns. When -- and it was
12 about that advertising should not be, you know,
13 basically incorrect.

14 When Trustee Dent and I went to place an
15 ad in the Tahoe Daily Tribune, they had to
16 investigate and prove that everything that we were
17 putting in that was factual and accurate, and asked
18 for backup documentation to ensure that our
19 advertisement was not deceitful or anything like
20 that.

21 To me, this policy is doing just the same.
22 And I don't have a concern because I know that that
23 is sort of an industry standard as it relates to
24 advertising that there is an element of it needs to
25 be factual. You can't just advertise deceit and

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1 item is here tonight.

2 And the other one would be we can
3 certainly bring back an agenda item so you can have
4 full discussion on what you think the fate of
5 magazine is in the future, and we can provide ideas
6 of content and the Board should weigh-in on what the
7 magazine looks like in future, whether it's there or
8 not or what it reads like.

9 CHAIR DENT: Thank you for that.

10 TRUSTEE SCHMITZ: Well, I've made a few
11 suggestions on the language, and if my fellow
12 trustees are okay with it, I'll attempt to make a
13 motion.

14 But I would like to please ask that we put
15 on our long-range calendar, a pricing policy related
16 to across the venues, banners and things like that.
17 And not for us to decide, but for us to receive
18 staff's recommendations.

19 MS. BRANHAM: If you need assistance with
20 the motion, let me know and I can recap how I
21 understood.

22 TRUSTEE TULLOCH: General Manager
23 Bandelin, that -- you followed up on my point.

24 I think we've got two separate issues
25 here. We've got the fate of the magazine and we've

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1 false information.

2 TRUSTEE TULLOCH: If I can respond to
3 that. We basically outsource monitoring of that to
4 CC Media. The Board has no input in terms of that.
5 And I think if something is demonstratively false,
6 that's one thing, but most advertising is -- it's
7 called "puff," I think. It is there as designed to
8 influence you. It's not necessarily true. It's not
9 necessarily untrue.

10 So how do we draw the line in terms of
11 that? It's one thing making factual comments, but
12 adverts are not making factual comments and such.

13 MR. RAYMORE: Most advertisements in the
14 IVGID Magazine are for good and services that local
15 businesses are providing. Whether that's a realtor
16 or an elevator company, they do run a lot. And so,
17 obviously, they are pretty clearly in that
18 commercial-speech-type ballpark, and most of them
19 are very noncontroversial. Whenever there is one
20 that is on the line that CC Media feels like might
21 be of issue, whether that's potentially a competing
22 business or something like a bottled water company
23 that wanted to advertise, they bring that to us, and
24 ultimately that has always gone to the general
25 manager to make a final decision, yes or no.

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1 As Mike has mentioned, we really do want a
 2 Board-approved policy to cover this.
 3 CHAIR DENT: I'll entertain a motion.
 4 TRUSTEE SCHMITZ: I make a motion that the
 5 Board approves Policy and Procedure number 143,
 6 Resolution 1904, with the following modifications:
 7 Number 4, to strike "or political group." Number 7,
 8 to strike "summer camp or similar" and "children,"
 9 pause for a second, that's just to say that the
 10 churches can advertise as long they're open for
 11 everyone. Okay. On my motion.
 12 That we define for the advertisements in 1
 13 A what a qualified third party is, and that, I
 14 believe, is a non-profit 501(c)3 in our community,
 15 as defined in our other practice. And include in 1
 16 B to also include "in addition to state, federal,
 17 and governmental agencies," to include "the
 18 qualifying non-profit 501(c)3 organizations."
 19 MS. BRANHAM: That matches what I had as
 20 well.
 21 TRUSTEE TONKING: I second.
 22 CHAIR DENT: Motion's been made and
 23 seconded. Any further discussion by the Board?
 24 TRUSTEE TULLOCH: I'd like to amend the
 25 motion to delay it to the next board meeting to

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1 allow time submit some further input. I mean, this
 2 is the first time we've seen this policy. I've got
 3 a lot of red lines on it. So my understanding was
 4 this was coming up must discussion, not for approval
 5 at this stage. And it's up to rest of Board to
 6 decide on that. I think we're rushing into this.
 7 We've seen this just for first time, I think it
 8 create a whole number issues.
 9 I prefer to see it delayed until we get
 10 some more input.
 11 TRUSTEE NOBLE: Question for Mr. Raymore.
 12 Given that the next quarterly magazine is coming out
 13 fairly soon, and you stated that you have
 14 advertisers that are asking whether or not they can
 15 advertise, do you need a decision tonight?
 16 MR. BANDELIN: Just to correct the record,
 17 this is the second time that advertising policy for
 18 the magazine has been on the agenda.
 19 TRUSTEE NOBLE: Then I'm ready to move
 20 forward tonight.
 21 TRUSTEE TULLOCH: I just -- we've talked
 22 about advertising policy in the magazine before, but
 23 this is a complete new District- wide advertising
 24 policy, and that's where I'm putting the caution on
 25 it. It's one thing we've talked about the magazine

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1 in the past, but this is a completely new policy.
 2 CHAIR DENT: Anybody else?
 3 I'll call for the question. All those in
 4 favor, state aye.
 5 TRUSTEE TONKING: Aye.
 6 TRUSTEE NOBLE: Aye.
 7 TRUSTEE SCHMITZ: Aye.
 8 CHAIR DENT: Aye.
 9 Opposed?
 10 TRUSTEE TULLOCH: Nay.
 11 CHAIR DENT: Motion passes, four to one.
 12 Thank you, Trustee Tulloch. I think you broke our
 13 5/0 streak. Moving on to trustees --
 14 MR. RAYMORE: Before we move on, just in
 15 terms of guidance on the second topic here. It
 16 didn't seem like we got any really firm direction
 17 other than the District would be served by a more
 18 comprehensive and real policy in terms of the
 19 current level of sponsorship and advertisement at
 20 district venues and other events. Happy to work on
 21 that.
 22 But I didn't hear any real interest in
 23 exploring more of Tahoe Donner style model. Unless
 24 you would like further -- I mean, I'm certainly
 25 happy to bring back a more detailed proposal, or

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1 not. I'm just looking for -- I don't -- I mean,
 2 we're getting into a very busy time for my
 3 department particularly, and I don't need to waste a
 4 lot of time running down a rabbit hole that you guys
 5 have no interest in.
 6 But happy to do it and bring back more
 7 information if there is interest in learning more.
 8 CHAIR DENT: I would just say, for me,
 9 just let's stay with what have for right now, and
 10 then we can have a further discussion as we approach
 11 the budget season, which is right around the corner.
 12 Anyone else want to weigh-in?
 13 TRUSTEE SCHMITZ: I actually like the
 14 idea, and I would like to know more about it. But
 15 back to the point of what is it going to cost versus
 16 generate, and I also want to work with the venue
 17 managers to understand what they're threshold or
 18 tolerance is. I think it's a good idea, and I think
 19 we should put it on our long range-calendar.
 20 And if you don't need a decision soon, I
 21 think we'll put it on our calendar. I appreciate
 22 you bringing it forward.
 23 TRUSTEE TULLOCH: I think we should take
 24 it one step at a time. Again, unless we have
 25 substantial excess capacity to sell -- not quite

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1 sure what we're trying to achieve by trying drive
 2 into a commercial model in yet another area.
 3 TRUSTEE TONKING: I'm good putting it on
 4 the long range and discussing a policy then. Or not
 5 policy, but a plan. Then we can put it out a little
 6 further, given that Paul's running into a tighter
 7 timeline for other work.
 8 CHAIR DENT: Okay. That closes out item G
 9 5. Moving on to item G 6.
 10 G 6.
 11 CHAIR DENT: Review, discuss, and possibly
 12 revise Board practices 6.2.0, community services and
 13 beach pricing before products and services.
 14 Requesting staff member, interim General Manager
 15 Mike Bandelin. Can be found on pages 144 through
 16 158 of your board packet.
 17 MR. BANDELIN: As noted, staff is
 18 providing this agenda item for review and discussion
 19 on the District's board practice 6.2.0, community
 20 services and beach pricing for products and
 21 services. The practice was last revised and
 22 approved by the trustees at your meeting on August
 23 31st, on 2022.
 24 And staff is not recommending really any
 25 action be taken on this item. Our intent was to

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1 bring this practice to your attention to review and
 2 possibly receive information from the trustees,
 3 including input for possible future changes to the
 4 practice. And I think you'll recall that this was
 5 in the parking lot on our long-range calendar, and I
 6 just saw an opportunity to bring this up on to the
 7 agenda and just provide you the open session
 8 discussion on the policy.
 9 And, again, I might just add that we all
 10 know this policy was kind of developed through
 11 approval of the Board from the finance director as
 12 we worked through not really having a good practice
 13 in place. So now with our interim Finance Director,
 14 hasn't really seen this policy or I haven't really
 15 had a chance to meet with him and discuss on how we
 16 came up with overhead or capital costs and so forth.
 17 Thought we take the opportunity bring it forward and
 18 maybe review and we can come later date or if you
 19 have some suggestions now, how you want to direct
 20 staff to look at the practice, that's why we're
 21 here.
 22 CHAIR DENT: Would direct staff to look at
 23 the practice. It was developed last year. And it
 24 sounds like going through some of the pricing and at
 25 some venues, we ran into some issues. And I would

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1 love to get interim Finance Director Magee's input
 2 on this.
 3 This was a response to, I believe,
 4 having -- yeah, I believe this was a response to
 5 having a rec fee that was just kind of out there,
 6 and try to abide by NRS by collecting more money
 7 than we should have been collecting, so I think it
 8 was a reaction.
 9 TRUSTEE SCHMITZ: Well, I had -- this was
 10 on the long-range parking lot for myself. And why I
 11 wanted this to be brought up for discussion is
 12 because when we were going through our budget
 13 process, we talked a lot about pricing and what
 14 level of pricing and what level of cost recovery was
 15 supposed to be achieved, and I felt like we weren't
 16 being consistent. And all I really wanted to talk
 17 about was the pyramid. And to make a conscious
 18 decision about what things are we going to -- what
 19 things are we going to subsidize and what level and
 20 do we have consistency acrossed all of the programs
 21 and whatnot. And so I wanted bring it forward for
 22 that reason.
 23 But I want point something out to all of
 24 you -- and I just noticed this while I was sitting
 25 here. The very last pages, page 157 and 158 of our

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1 board packet, this is a much more detailed
 2 description of the pyramid that is at the end of our
 3 pricing policy, but it has more descriptive language
 4 to it. But notice how the percentage costs
 5 recoveries, this is supposedly our budgeting and
 6 financial practice management, and it doesn't have
 7 the same cost recovery description as the one in our
 8 pricing policy. So I think we should get that
 9 consistent and get the language consistent because
 10 they aren't, and our budgeting process should match
 11 our pricing policy.
 12 But it was to talk about the various
 13 venues and programs and just consciously acknowledge
 14 we intend to subsidize these things, and here's how
 15 they fit. So I just wanted to bring it back and
 16 request that we have some discussion about
 17 classifying programs and classifying rates.
 18 One of things, if you remember, when we
 19 did golf pricing, and we talked about the Mountain
 20 Course, we actually were working and said, "What is
 21 the percent that we're subsidizing the Mountain
 22 Course?" And guess what, it came out to be that 33
 23 percent. And we talked about it as a board for past
 24 years that we felt, yes, we should be subsidizing
 25 the Mountain Course and that sort of thing.

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1 So I felt good about what we were bringing
 2 forward, and I mentioned that it fit with it. But
 3 we didn't have that discussion consistently with our
 4 programs and whatnot. That was sort of the reason
 5 why brought it forward.

6 And I want to also let you know that I did
 7 bring this to interim Director of Finance's
 8 attention this morning. And brought to his
 9 attention some of the language that I think we
 10 didn't -- the last board, I think I voted against
 11 this because the language, from a financial
 12 perspective, is somewhat ambiguous, and I'll give
 13 you an example: Capital costs are defined as
 14 depreciation.

15 Let's just use the word "depreciation."
 16 Let's not confuse it. So Mr. Magee did look at
 17 these things, and he reached the same conclusion and
 18 said that this was definitely a policy from the
 19 finance department perspective that needed to have
 20 language corrections so that it had more meaningful
 21 terms to our financial statements.

22 So with that, I just want to point out a
 23 couple of things that I noticed are missing.

24 Under the venue-specific pricing, we don't
 25 have, under golf, a discussion about rates for

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1 rentals and lessons like we do in ski. And I
 2 believe golf as lessons and rentals also. So I
 3 noticed that was missing under golf.

4 The other thing that was missing under
 5 golf was the acknowledgement of that the Mountain
 6 Course was being categorized as a community asset
 7 that was going to be operationally subsidized in
 8 addition to the capital improvement subsidy.

9 And the other thing that I just wanted to
 10 bring out is that we have parks, recreation, and
 11 tennis all in one. And, to me, those are very
 12 different things. And so I think that we should
 13 have them separated. And if you look this paragraph
 14 3.541, saying that the parks and Tennis Center and
 15 programs are open to residents, guests, and
 16 visitors, well, that's the case with all of our
 17 venues. So I just didn't even understand why that
 18 language was there.

19 So, I think that it's a good thing for us
 20 to review and discuss and to have some input from
 21 our Director of Finance. With that, that was the
 22 reason why I requested we bring it forward.

23 So, I'm just explaining why I requested
 24 this come forward, and I wanted us to have the
 25 discussion about it and potentially bring it back

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1 after some revisions or whatnot, but before we get
 2 into the budgeting because I think this is a tool
 3 that would help us with our budgeting.

4 TRUSTEE TULLOCH: I think, going through
 5 it, there's a whole lot of inconsistencies between
 6 venues. For instance, if I look parks, recreation,
 7 and tennis, it says: Will provide a discount to
 8 pass holders.

9 There's no target for what we're charging
 10 for visitors and things, whereas, other places, we
 11 ask for full cost recovery, and I think that's
 12 equally appropriate here.

13 I also see other areas where, well, we
 14 should charge, under venues: Consideration should
 15 be given to maintain facility rental and special
 16 event services competitive within the regional
 17 market place.

18 Does that mean we should sell them at a
 19 loss? Because if we've got -- if we're not
 20 competitive in the regional marketplace, should we
 21 be taking losses on that? Should we just be booking
 22 out the facilities to make the losses?

23 We talk about market-driven profit
 24 margins. Again, unless we're actually covering
 25 costs and making recoveries there, it's the same

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1 thing. I look at page 148, group rates: Access to
 2 and rental of venues for qualifying groups can be
 3 provided at a discount, providing the discounted
 4 pricing is set to cover the director costs of venue
 5 access.

6 So we're giving up slots that could be
 7 used by residents to groups to just cover the direct
 8 costs. There's no upside there, we're
 9 disadvantaging residents to let a group in without
 10 any upside from. Again, I think it's a lot of
 11 inconsistencies and understand it was made up on the
 12 fly a little bit last year, but, yeah, there's -- I
 13 think we need to be consistent across it.

14 And equally, as a board, we should not be
 15 making up prices on the fly, like suddenly saying,
 16 well, this should be 50 percent of the non-resident.
 17 We need to be consistent.

18 We did have some language at one stage
 19 that for visitors and guests, should be recovering
 20 the full costs, including the debt cost and the
 21 depreciation. That seems to have vanished.

22 Again, there's lots of room to tidy up. I
 23 agree with Trustee Schmitz, I think it's a good time
 24 to be looking at. Again, let's try and be
 25 consistent across the venues. It shouldn't be

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1 venue-specific on a lot of these. And when see
 2 market driven, we need to understand what we mean by
 3 that. Again, are we chasing revenue for the sake or
 4 revenue, but then making a loss on it? Or maybe we
 5 chase volume and we increase the losses by the
 6 volume.
 7 A lot of it is cleaning up language and
 8 being even around it.
 9 TRUSTEE SCHMITZ: And on that discount,
 10 again, there's no definition of the qualifying
 11 groups. And I think if we have somewhere that we're
 12 always referring back to, we can leverage that. So
 13 I had that flagged as well.
 14 The other in beaches, under beach pricing,
 15 it doesn't reference hotel occupants. And hotel
 16 occupants are part of Ordinance 7, and it was
 17 something. So I think that's something that's
 18 missing.
 19 And I think this is really -- it was a
 20 good start, but I think we have some cleanup to do.
 21 CHAIR DENT: Does anyone else want to give
 22 the interim General Manager some feedback on this
 23 policy so he can bring it back? Say, put on the
 24 log-range calendar for a few months out?
 25 Well, then if there's no more feedback,

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1 a couple of things that were said in public comment
 2 as part of a trustee update?
 3 MS. BRANHAM: I would keep it really,
 4 really brief.
 5 TRUSTEE SCHMITZ: Oh, yeah. It is really
 6 brief.
 7 I think that we need to, as a community,
 8 define what micromanagement is. Because when we, as
 9 a board, trustees as an individual, trustees have no
 10 authority, we know we have no authority. The only
 11 authority we have is when we act as a board in a
 12 public meeting. And we do not make decisions, give
 13 direction outside of these public meetings.
 14 And when you have people who apply for a
 15 golf committee, and it's on our agenda, it's part of
 16 my duty to reach out chat with people. That is not
 17 micromanagement, that is part of me doing my duty as
 18 a trustee when you're making appointments to a
 19 committee to actually interact with individuals,
 20 especially because we didn't have an interview
 21 process.
 22 And we are not building walls around our
 23 beaches. I don't think that has ever come up on our
 24 long-range calendar, nor has privatization of our
 25 venues ever been discussed, and cannot have

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1 Mike, you've got a lot of information, suggestions.
 2 We'd love to have your team look at it as well and
 3 provide a redline. Thank you.
 4 That'll close out item G 6. Moving on to
 5 item H.
 6 H. BOARD OF TRUSTEES UPDATES
 7 CHAIR DENT: Any updates by board members?
 8 TRUSTEE TULLOCH: I think I'll get a plug
 9 in again that we held the first Investment Committee
 10 yesterday. I think it was good, setting the stage
 11 for that. A lot of good feedback for it. Some
 12 other kind of exciting ideas, which I won't share
 13 with the Board at the moment, I need to do a little
 14 bit further investigation, but something that
 15 certainly help speed up our project process and
 16 things. It will involve some major change. I'm
 17 working with Finance Director Magee and with legal
 18 at the moment to make sure we can do some of these
 19 things.
 20 But, yeah, some very encouraging stuff
 21 came out of the Investment Committee. I think it's
 22 got -- we've got a good bunch of people on it. I
 23 think it will be very helpful.
 24 CHAIR DENT: Anyone else?
 25 TRUSTEE SCHMITZ: Am I allowed to clarify

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1 discussions outside of these meetings, they have to
 2 be discussed publicly, and I think we have people
 3 who have a perception otherwise thank you.
 4 TRUSTEE TULLOCH: Just a couple of
 5 clarifications to add to that on the Moss Adams
 6 contract, which is a legitimate contract, as stated
 7 at previous board meetings as well, yes the same
 8 claim was made again tonight. There is a proper
 9 contract in place that was approved by the Board.
 10 And I've also received several emails from
 11 people telling me to promote certain people to
 12 certain positions. Again, for clarification, the
 13 Board has no influence other these things. These
 14 decisions are made by the General Manager and the HR
 15 director.
 16 CHAIR DENT: Understood. We may have all
 17 gotten those same emails, so I was a little thrown
 18 off by it.
 19 Any other trustee updates? Seeing none,
 20 that will close out this item, item H. Moving on to
 21 item I.
 22 I. FINAL PUBLIC COMMENT
 23 MR. LYON: Jim Lyon. Two items related.
 24 One is I'd like to invite trustees and general
 25 public, if anybody's still listening, to Veteran's

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1 Club meeting tomorrow from 12 to 2 at the Chateau.
2 Lunch is available. Free for members and guests,
3 and non-members, it's \$7, it's pizza and salad. And
4 guests is going to be Bob Nalin (phonetic) talking
5 about his Haiti disaster relief experience.
6 And the second item is I'd like to make a
7 formal thank you to Trustee Schmitz and her husband,
8 Patrick, for posting and maintaining the Veteran's
9 Club sign that's out on the corner by the 7Eleven.
10 They've been doing it for over a year, in the snow,
11 when the snow is up to chest. And I just want it to
12 be recognized that they've been doing, and they just
13 volunteer as members of Veteran's Club.
14 Thank you.
15 CHAIR DENT: That will close out public
16 comment in the room. We will go to Zoom.
17 MR. DOBLER: This is Cliff Dobler again.
18 In 1971, there was a Canadian rock group
19 called the "Electric Band," and sun a song called
20 "Sign, sign, everywhere a sign," and that's kind of
21 where we are in Incline Village.
22 Now, I came here 30 years ago to enjoy the
23 forest, not to enjoy signs. There are signs
24 everywhere. And now what you've done here -- and
25 thank god you didn't pass the second part of it --

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1 in the works for 18 years, and we can't seem to find
2 a site. I don't know if I walk from end to end, I
3 think I can see every single parcel in Incline for a
4 dog park, but they can't seem to get it done in 18
5 years.
6 So my biggest problem is I just wanted to
7 put a very simply ad up saying: Our village voice,
8 a site for transparency and honesty.
9 And I can't get that done because I'm not
10 selling anything. Well, I'm selling the truth, but
11 I guess that doesn't qualify under the policy you
12 just passed.
13 Now, I don't know what you guys think
14 about this advertising, but you got the website, you
15 got the -- everybody's got an iPhone in the hind
16 pocket, and now you have a magazine, and all it is
17 is a promotion for how wonderful everything is going
18 in River City, meanwhile, we got an accounting
19 breakdown that's going to take a year to correct.
20 And I would just think that the magazine should
21 have, maybe, that all things aren't pretty in River
22 City, and not being propaganda machine for how
23 wonderful staff is because staff's got --
24 (Expiration of three minutes.)
25 CHAIR DENT: Anyone else on Zoom?

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1 we want to do more signs.
2 Now regarding the magazine, so don't do
3 anymore signs. We don't need -- we got recall
4 signs, we got slow signs, we got fast signs, we got
5 signs for everything. I don't want any more signs.
6 I think a lot of people would think the same thing
7 as I.
8 Number two, the magazine is only a
9 propaganda machine for IVGID staff. If you really
10 think about it, everything is hunky-dory in River
11 City. The financial, when they put them up, you
12 could actually need a microphone -- a magnifying
13 glass to be able to read see it, so, of course,
14 nobody reads it because you can't see it, it's so
15 small. Now, that's done intentionally, because they
16 could use a page, of course make as small as you can
17 so nobody can read it.
18 And then I think what's really interesting
19 is when things are really out of control, like the
20 pipeline that went from 23 million to \$70 million,
21 that somebody might want to do an editorial on that
22 and say, you know, hey, this -- why this happened
23 and this was the problem. But, of course, you don't
24 see any of that.
25 And then the idea that the dog park's been

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1 MATT: Currently, not.
2 CHAIR DENT: All right. That will close
3 out our final public comment. Moving on to item J.
4 J. ADJOURNMENT
5 CHAIR DENT: It is 9:36. I want to thank
6 staff and thank my colleagues at the Board. We are
7 adjourned.
8 (Meeting ended at 9:36 P.M.)
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1 STATE OF NEVADA)
2 COUNTY OF WASHOE) ss.

3

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

6 That I was present on September 27, 2023,
7 at the Public Meeting, via Zoom, and took stenotype
8 notes of the proceedings entitled herein, and
9 thereafter transcribed the same into typewriting as
10 herein appears.

11 That the foregoing transcript is a full,
12 true, and correct transcription of my stenotype
13 notes of said proceedings consisting of 161 pages,
14 inclusive.

15 DATED: At Reno, Nevada, this 8th day of
16 October, 2023.

17

18 /s/ Brandi Ann Vianney Smith

19

20 BRANDI ANN VIANNEY SMITH

21

22

23

24

25

INVOICE

BAVS SM-LLC
brandiavsmith@gmail.com
United States

BILL TO
**Incline Village General Improvement
District**
Susan Herron

775-832-1218
AP@ivgid.org

Invoice Number: IVGID 6

Invoice Date: October 8, 2023

Payment Due: October 27, 2023

Amount Due (USD): \$1,316.00

Items	Quantity	Price	Amount
Appearance fee September 27, 2023 BOT meeting	1	\$350.00	\$350.00
Per page fee September 27, 2023 BOT meeting	161	\$6.00	\$966.00

Subtotal: \$1,316.00

Total: \$1,316.00

Amount Due (USD): \$1,316.00

Charge to 100-11-100-6030

S. Herron 10-09-2023

This written statement is to be made part of meeting minutes

I see under General Business G.1 that possible action may be taken against former Human Resources Director Dee Carey regarding retention and disclosure of non-public IVGID documents.

So what about the current trustee David Noble obtaining and then disclosing non-public information regarding an internal draft letter written by Dee Carey dated October 1, 2020 and addressed to me. His disclosure occurred at the Board meeting on August 9, 2023.

It is remarkable that Mr. Noble sought approval from outside attorney Nelson to disclose the draft letter. Mr. Nelson provided a false verbal statement to Mr. Noble that the draft letter could be read because I provided a waiver of my rights to determine "character" and competence for my potential appointment to the IVGID Capital Investment Committee. Mr. Nelson simply lied by stating the word "character" which was not part of the waiver. This verbal statement paved the way for Mr. Noble to jump on the opportunity to libel me by reading certain sections of the draft letter which I never received. The allegation that I had a conversation with a female staff member in February 2018 is totally false. I was in Palm Desert from November 2017 to May 2018. As a side note, no golf course in Incline is open in February. Mr. Noble did not bother to check facts prior to reading the draft letter.

After all, Noble's intent was to smear me to get at Trustee Dent and Schmitz over the recall effort. Subsequently at a later Board meeting, an associate of Mr. Nelson clearly stated to the Board that disclosure of non-public IVGID documents could not be released to the public without Board approval.

So a single Trustee and a incompetent lawyer perpetuated a smear on my character by breaking the law and reading false information about a conversation which purportedly happened over five years ago.

Within a few days after Mr. Noble exposed confidential information, the draft letter was obtained by Mary Becker, a local resident, and was posted on social media for the world to see. The character assassination went viral as to the alleged 2018 conversation.

As such, I respectfully request that a General Business item be included on the agenda for the next Board meeting to review, discuss and possibly take action against David Noble and Joshua Nelson for mishandling non-public IVGID documents.

Thank you.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR SEPTEMBER 27, 2023 MEETING –
AGENDA ITEM G(5)(2) – PROPOSED ADOPTION OF A BROAD AND
SWEEPING BOARD POLICY WHICH ALLOWS FOR ADVERTISING
AT ANY OF THE DISTRICT'S RECREATION/OTHER FACILITIES**

Introduction: Here the District's Marketing Manager is pushing a new Board policy which allows staff to go into the advertising business; selling advertising at all of the District's recreation/ other facilities. And that's the purpose of this written statement.

My E-Mail of September 27, 2023: On September 27, 2023 I sent the Board an e-mail which made the point we should not allow staff to accept advertisements of all kinds at our recreation/ other facilities¹. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

Conclusion: Government does not exist to sell sponsorship in the form of advertising at all of its recreational/other facilities. Yet why not according to staff? Because staff doesn't understand with general improvement districts ("GIDs") are. And what limitations there are on what they can do. This footprint expansion is dangers for the reasons stated in Exhibit "A" and should be stopped with a resounding no. Because if it isn't, Staff will hire more and more of their own, and lose more and more money. Which you and I will have to subsidize through our Recreation ("RFF") and Beach ("BFF") Facility Fees.

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

¹ That e-mail is attached as Exhibit "A" to this written statement.

EXHIBIT "A"

Sep 27, 2023 Board Meeting - Agenda Item G(5)(2) - Expanding The District's Advertising Programs Beyond Print Advertisements in The IVGID Magazine

From: <s4s@ix.netcom.com>
To: "Dent Matthew" <dent_trustee@ivgid.org>
Cc: "Schmitz Sara" <schmitz_trustee@ivgid.org>, "Tonking Michaela" <tonking_trustee@ivgid.org>, "Tulloch Ray" <tulloch_trustee@ivgid.org>, "Noble Dave" <noble_trustee@ivgid.org>
Subject: Sep 27, 2023 Board Meeting - Agenda Item G(5)(2) - Expanding The District's Advertising Programs Beyond Print Advertisements in The IVGID Magazine
Date: Sep 27, 2023 1:50 PM

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

Here our Paul Raymore seeks expansion of the District's footprint, beyond magazine publishing, to engage in activities having even less to do with IVGID's reason for being. By contracting with CC Media to sell advertising at essentially all of the District's recreation venues. And creating an onslaught that bombards local parcel owners with advertising from favored third party sponsors in our IVGID Magazine as if they were "fresh meat" which according to Mr. Raymore (see page 113 of the Board packet) is supposed to be: "the District's primary advertising purpose of bringing public awareness to important District issues and...public service objectives." What does commercial advertising have to do with "the District's primary advertising purpose of bringing public awareness to important District issues...(which advances the (District's)...public service?"

What a stupid, stupid and dangerous course to embark upon. In fact to prove my point, just look at the Tahoe Donner HOA's "media kit" Mr. Raymore includes at pages 122-143 of the Board packet. This is exactly the "partnership" he proposes for us with his favored collaborator, CC Media. Can you possibly imagine something like this created for IVGID? Just substitute IVGID and its demographics everywhere you see the Tahoe Donner HOA and its demographics. Creation of something like this will put us full fledged in the commercial advertising business for profit business! And can you imagine receiving an IVGID Magazine laden with third party commercial advertising having ZERO to do with IVGID's reason for being (public awareness)?

For the reasons which follow, I ask the Board send Mr. Raymore the message of summary rejection. In the loudest of terms:

1. First of all, who asked you Mr. Raymore? Do you not have enough to do so you have time left over to explore expanding the District's footprint so we can lose even more money than we currently lose (please don't tell me we make money because if we did, there would be no need for the Rec and Beach Fees. Right?)?
2. Second of all, let's take a stroll down memory lane, shall we? IVGID was created by the Washoe County Board of Commissioners ("County Board") in 1961. At that time no general improvement district ("GID") in the State had the power to furnish facilities nor services for recreation.
3. Because Crystal Bay Development Company's motives were not pure, it embarked upon a lobbying effort to have public recreation added as a new possible basic power which could be granted to GIDs by their County Boards. And surprise. It was successful. Why do I say surprise? The lawfirm doing the lobbying was the one handled by former U.S. Senator Alan Bible. And his Ass't Attorney General Bob McDonald when Senator Bible was the State's AG. And don't

forget Bob McDonald was one of the first appointees to the IVGID Board.

4. Almost immediately thereafter, the IVGID Board elected to seek this new basic power from the Washoe County Board. Surprise again. They were going to set up local parcel owners to pay for the beach access they thought they had already paid for with their purchase.

5. At the public hearing before the Washoe County Board at which IVGID sought the new basic power of public recreation, its Board through reverred Harold Tiller, testified that if the requested new basic power were granted it would NOT be used by the District to acquire, operate or finance ANY recreational facilities but for public parks and the beaches.

6. Naively, the Washoe County Board and the public believed Mr. Tiller. Because by a slim 3-2 vote, the requested new basic power was granted. It was used to purchase the beaches from Crystal Bay Development Co. using the proceeds of revenue bonds paid for by local parcel owners.

7. In 1976 the then IVGID Board demonstrated that the District's acquisition of public recreation powers was founded upon fraud. This occurred when the IVGID Board voted to purchase our two golf courses, the Chateau and Bowl Incline from Japan Golf Promotions (U.S.A.). Shortly thereafter the then IVGID Board doubled down on its fraud by voting to purchase Ski Incline [now known as Diamond Peak ("DP")] from Japan Golf Promotions.

8. Although these recreational facilities were allegedly purchased for the benefit and use of local parcel owners (why else would they be purchased?), IVGID staff at the time soon began operating them as commercial "for profit" business enterprises because IVGID did not otherwise have the financial revenue resources to pay the servicing costs on the revenue bonds issued for these recreational facilities' purchase. And notwithstanding the fact there's nothing in NRS 318 which allows GIDs to operate any facilities as commercial "for profit" business enterprises, that's what IVGID staff did.

9. Sometime in mid 2015, IVGID got the idea to expand its footprint again, and unilaterally go into the magazine publishing business. And the IVGID Quarterly was born to feed propaganda to local parcel owners, and market the District's public recreational facilities and the services offered thereat to the world's tourists. And this decision was made despite the fact no GID is authorized by NRS 318 to furnish facilities for the publication or distribution of a private advertising laden magazine. Moreover, the decision was made by staff without the Board's advance knowledge or consent.

10. Furthermore, the decision was made by staff to use this new magazine for unconstitutional "viewpoint discrimination" purposes. In other words, everything positive about IVGID while exercising censorship to prevent anything embarrassing or uncomplementary about the District. This type of discrimination is prohibited by the federal and State constitutions.

11. And to pay for this marketing, the District entered into a contract with CC Media's predecessor whereby CC Media was authorized to sell advertising in the magazine, and retain 100% of the revenues for itself.

12. Subsequently, the publishing of the magazine and the selling/collecting of advertising was assumed by CC Media.

13. Now under the guise of generating more revenue, Mr. Raymore proposes taking the District to a new impermissible level. Assumption of the new basic power of full bore commercial advertising notwithstanding there's nothing in NRS 318 which permits the assumption of such powers.

14. So what does your proposed expanded advertising have to do with the District's reason for being Mr. Raymore? Generate revenue?

15. Let's examine your titled job Mr. Raymore; Marketing Manager. Marketing what? Primarily DP. Who are you marketing to? Obviously not the local parcel owners for whom the District's recreational facilities have been acquired; right? And how many months of the year is DP operational? So what's the justification for making you a full time, benefited employee? Why aren't you seasonal, just for the season that DP is open?

16. Now let's look at your Marketing Department. Staff tell us that more than \$1.1 million is spent annually on marketing. Is this accurate? If so, don't you understand what we are Mr. Raymore? A limited purpose special district whose reason for being, is in part, to provide below market recreational facilities and services Washoe County refuses or is unwilling to furnish for the benefit of local parcel owners who allegedly pay for these facilities so they are available to be used by those parcel owners.

17. I submit there's no legitimate reason for our maintaining a marketing department. Nothing in NRS 318 states you can market our recreational facilities to the world's tourists. Yet that's your job.

18. Now let's look at your competency and honesty Mr. Raymore. Notwithstanding our expenditure of more than \$1.1 million annually, Mr. Raymore has never, never, never been able to demonstrate that we've earned \$1 of positive cash flow as a direct result of the expenditure of this \$1.1 million plus. Stated a bit differently, Mr. Raymore has never, never, never been able to demonstrate that if his department were disbanded and we saved the \$1.1 million or more annually we're spending on him, we'd lose more than \$1.1 million of revenues. In other words, we can afford to lose \$1.1 million annually because then the loss would be offset by the comparable expense we would be saving. Translation: no need for Mr. Raymore!

19. And notwithstanding all of the above, Mr. Raymore doesn't have enough work to keep him busy during the year. So first he created another money losing business to take up his time; publisher of the IVGID Magazine. I've demonstrated that our real cost for the magazine when everything is said and done is \$100K or more annually. And what money do we make on it? Absolutely NOTHING! What about all the advertising revenue? Don't you Board members know we keep NONE of that advertising revenue? That's right. CC Media covers the the production and printing costs for the magazine (look at the contract which has now been added to the District's web site as supplemental materials). And in consideration, it gets to keep 100% of the advertising revenue it is able to generate. What a sweet deal for CC Media, wouldn't you say Mr. Raymore? And who exactly exercised his/her negotiating skills to come up with this agreement which benefits CC Media?

Government is not here so private sponsors can plaster their names on publicly owned facilities as if we were talking about naming rights on football stadiums. Yet that's what Mr. Raymore wants to turn us into. You need to summarily reject Mr. Raymore's endeavor and insist he devote more time to his job; marketing DP.

Thank you for your cooperation. Aaron Katz

That the Board of Trustees discuss and provide guidance to Staff on the scope of advertising programs the District should engage in, and potentially expanding the District's formal advertising programs beyond print advertisements in the IVGID Magazine.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR SEPTEMBER 27, 2023 MEETING –
AGENDA ITEM G(5)(1) – PROPOSED ADOPTION OF A BROAD AND
SWEEPING BOARD POLICY WHICH ALLOWS FOR ADVERTISING
IN DISTRICT PUBLICATIONS INCLUDING IVGID MAGAZINE**

Introduction: Here the District's Marketing Manager is pushing a new Board policy which allows staff to pick and choose what advertising can be published in IVGID Magazine, and what censorship of that advertising is appropriate. In other words, impermissible viewpoint discrimination. And that's the purpose of this written statement.

My E-Mail of September 26, 2023: On September 26, 2023 I sent the Board an e-mail which made the point we should terminate IVGID Magazine which would then obviate the need for a policy on the advertising contained therein¹. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

Conclusion: Staff use IVGID Magazine as a viewpoint discrimination tool to spew their propaganda. And they prevent members of the public from accessing the same public tool so they can publicize their views of the truth. Part of this discrimination is picking who can and cannot advertise in the magazine. And another part of this discrimination is censoring the content of that advertising. This is wrong for government to do which is why I object to the proposed Board policy.

Also, there is no revenue realized as a result of this advertising because it flows 100% in favor of the publisher of the magazine, CC Media. So why continue it for any reason other than propaganda? And since there is no revenue realized, where do you think the monetary deficiency comes from? That's right. Your Recreation ("RFF") and Beach ("BFF") Facility Fees.

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

¹ That e-mail is attached as Exhibit "A" to this written statement.

EXHIBIT "A"

Sep 27, 2023 Board Meeting - Agenda Item G(5)(1) - Proposed Policy Permitting/Regulating Advertisements in District Publications And at District Venues

From: <s4s@ix.netcom.com>
To: "Dent Matthew" <dent_trustee@ivgid.org>
Cc: "Schmitz Sara" <schmitz_trustee@ivgid.org>, "Tonking Michaela" <tonking_trustee@ivgid.org>, "Tulloch Ray" <tulloch_trustee@ivgid.org>, "Noble Dave" <noble_trustee@ivgid.org>
Subject: Sep 27, 2023 Board Meeting - Agenda Item G(5)(1) - Proposed Policy Permitting/Regulating Advertisements in District Publications And at District Venues
Date: Sep 26, 2023 10:55 PM

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

Here the District's Marketing Manager, Paul Raymore, is pushing an unnecessary Board policy which ratifies the District's commercial sale of advertising in the IVGID Magazine and other District publications (and exactly what other publications would these be Mr. Raymore? What more do you propose subjecting us to just so you have a justification for a full time job?), at District-owned venues, and at District-sponsored events. In other words, according to Mr. Raymore, now we're going to take on yet another new commercial for profit (or what we experience - for LOSS) commercial business enterprises. Advertising!

We need to put a stop to this unnecessary and wasteful expansion of the District's activities. And we need to do this by telling Mr. Raymore and the rest of staff a big NO!

Here Mr. Raymore tells us that although the District publishes the worthless IVGID Magazine (I have previously provided evidence that the magazine is worthless for anyone other than CC Media and Mr. Raymore), the Board "has not adopted a formal policy regarding what is appropriate and acceptable for publication as an advertisement in the IVGID Magazine." And now he proposes coming to the rescue with his biased view of what represents acceptable and non-acceptable advertisements. And what doesn't. It's called censorship Mr. Raymore.

I and others have informed the Board so many times before that the propoganda laden IVGID Magazine needs to be terminated! I did this less than ten (10) days ago when I called out Susan Herron's "welcome" propoganda in the latest IVGID Magazine. And once termination takes place, there will be no need for a policy on acceptable advertising in that magazine. Right Mr. Raymore? So like I said, the Board should summarily reject Mr. Raymore's proposed policy.

When Mr. Pinkerton initiated the predecessor to today's IVGID Magazine, he didn't seek Board approval. He just did it! Well now is the time for the Board to just kill the magazine once and for all.

We can't rely upon Mr. Raymore to do the right thing. Because he's another one of our worthless and deceitful employees. Just look how he scatters now that we've shined the light on him. Let me give an example of how Mr. Raymore acts for third parties' interest rather than we local parcel owners.

At page 116 of the Board packet Mr. Raymore states that according to his program, "CC Media would handle all advertising/sponsorship sales for the District on a commission basis (except for the IVGID Magazine, which operates under a separate agreement)." IVGID Magazine operates under a separate agreement? What exactly is that agreement Mr. Raymore? And how come you haven't shared the particulars in the Board packet as Policy 3.1.0 mandates you do? And what does that agreement say about IVGID Magazine advertising? That CC Media keeps 100% of the advertising

revenue. That's right 100%! If this is true, why exactly do we care what advertisements are published in the IVGID Magazine? And who exists as the censor czar for that advertising? And how much of zero revenues do we make off this advertising?

Then Mr. Raymore tells us at page 113 of the Board packet that his proposed "policy (allegedly) advances the advertising program's revenue-generating...objectives (which)...achiev(e) increased revenue for the benefit of District services." Really Mr. Raymore? How exactly does the District benefit from your proposed increased revenue policy given CC Media keeps 100% of the advertising revenue for itself insofar as the IVGID Magazine is concerned? Bueller? Bueller?

Not enough? Here are some additional factors to consider:

1. WHO ASKED YOU Mr. Raymore? It's not like the Board asked staff to come up with an advertising policy for the IVGID Magazine and now staff is responding. This is a pure staff initiative. Because Mr. Raymore is proposing the meting out of special benefits without going out to public bid. He has pulled the same stunt with EXL Media, hasn't he?
2. And how did this proposed advertising policy come about? Just listen to Mr. Raymore at pages 115-116 of the Board packet: "During initial conversations with CC Media, they expressed enthusiasm for expanding the scope of their advertising/sponsorship sales for IVGID to encompass more potential placements, including: Print ads in IVGID Magazine (ongoing/continuing)." You mean to tell us Mr. Raymore that you and CC Media sat around a beer or two and discussed how the latter can allegedly benefit from a policy to local parcel owners' detriment along the lines of the one you are advancing? Who are you working for Mr. Raymore? Favored third party collaborators? Or the local parcel owners you were hired to serve?
3. It's obvious from Mr. Raymore's attitude that he doesn't understand what IVGID is. And what its limitations are. And the fact that he is actually guilty of viewpoint discrimination! That's right. Viewpoint discrimination. When you are a public agency you cannot use public funds to publish biased viewpoints on public issues which favor staff's position to the detriment of opposing viewpoints. And if you do, you are required to provide equal access to those with differing viewpoints. It's called being viewpoint neutral.

Yet listen to Mr. Raymore: "In the District's experience, certain types of advertisements can interfere with the District's primary advertising purpose of bringing public awareness to important District issues...(Consequently, his proposed) policy (allegedly) advances the (District's)...public service objectives by prohibiting advertisements that could...creat(e) substantial controversy...and/or posing significant risks of harm, inconvenience, or annoyance to District stakeholders and other members of the public." In other words, censorship and VIEWPOINT DISCRIMINATION Mr. Raymore. Yet the guy is so mis-informed he announces his version of propaganda is "viewpoint neutral."

4. Mr. Raymore does not come before you as the Marketing Manager he is supposed to be. He comes before you as publisher of the IVGID Magazine. In other words, he is biased.
5. Thus this initiative is an admission on Mr. Raymore's behalf that he and his marketing department don't have enough work to warrant the full time benefited employment they currently realize. Marketing Diamond Peak is basically a 4-6 month seasonal job. But if he were compensated accordingly, his services would not be required for the rest of the year. But that would be detrimental to Mr. Raymore, wouldn't it? So to create financially detrimental "busy work" for Mr. Raymore, he volunteered to become publisher of the IVGID Magazine. Previously six (6) and now five (5) issues per year. That will keep him busy enough; right?

6. Wrong. Mr. Raymore needs even more work to do. Listen to page 115 of the Board packet: "The District has an interest in securing...advertisements in the IVGID Magazine (which) offset the design and printing costs associated with

that publication." What an untruth Mr. Raymore. And you know it's untrue. I've already demonstrated that the District realizes NO REVENUES WHATSOEVER from advertising placed in the magazine. So for whose benefit is this proposed policy Mr. Raymore? And how does more revenue offset the design and printing costs CC Media is responsible for incurring?

7. And now we get to the real genesis of Mr. Raymore's endeavor: "Currently, there is no central contact within or outside the District who can facilitate advertising/sponsorships across all District...publications. Because of this, the District may be missing out on bigger dollar sponsors...(But) CC Media already has a list of potential advertisers/sponsors and is able to attract larger sponsors...Plus, they have dedicated ad sales staff who specialize in selling advertisements." So Mr. Raymore disingenuously "seek(s) direction from the Board of Trustees on whether there is interest in EXPANDING THE SCOPE of our current advertising programs, and if so, if Staff should flesh out a potential District-wide advertising sales agreement with CC Media?" Without going out to bid by the way!

Translation: more revenue for another favored collaborator to realize to the District's detriment. And more "busy work" for Mr. Raymore to exercise to fill up the remainder of his "dead time" as marketing manager.

8. More "busy work?" That's right. As Mr. Raymore tells us "Tahoe Donner's Marketing Department is responsible for fulfillment of all advertising contracts, which allows them to have more creative control and quality control of the finished product." What he in essence is telling us is that if we go down the road Mr. Raymore suggests, his marketing department will be responsible for fulfillment of all advertising contracts and have more creative control and quality control of the finished product. In other words, more "busy work" having nothing directly to do with "marketing" which I thought was his job.

9. Instead of sticking to IVGID's stated reason for being (i.e., to provide quality, low cost recreational facilities for the benefit of the local parcels whose owners are involuntarily financially supporting them), its staff take on more and more and more. Thus expanding the District's footprint to far more than it was ever intended to flex. And here's yet another example of the principle.

10. And tied to this history of an ever growing footprint, our history demonstrates that our staff is incapable of generating a profit operating any of our various recreational/other facilities as a for profit commercial business enterprise. So what makes anyone think we're going to realize some huge pay day if we go down the road Mr. Raymore proposes? Are we going to be looking at a situation, similar to what we recently saw insofar as the Mountain Golf Course's pro shop and food and beverage net profits were concerned? Where at the end of the day we realize a measely \$7K of net revenue (assuming you believe the financials which were proffered in support of this conclusion which for very valid reasons I do not) after everything was said and done? Is it really worth subjecting the public to the massive expense staff routinely do, just to realize a possible extra \$7K of yearly revenues? Keep your \$7K Mr. Raymore.

11. And if you want another example which proves my point, listen to Mr. Raymore's reference to the Tahoe Donner HOA at page 115 of the Board packet: "The Tahoe Donner Association (it's called a homeowners' association Mr. Raymore) has a more holistic advertising/sponsorship program, which has become A SIGNIFICANT SOURCE OF REVENUE for the organization over the years. They work with CC Media (same vendor we work with on the IVGID Magazine) who handles all sales for Tahoe Donner's paid advertising and event sponsorship programs. See attached Media Kit and event sponsorship decks" (see pages 122-143 of the Board packet). Okay Mr. Raymore HOW MUCH SIGNIFICANT REVENUE does the Tahoe Donner HOA realize? Where are the numbers?

12. I see a series of proposed rates and charges for various types of advertising in the Tahoe Donner HOA's various publications and elsewhere. But nowhere do I see the alleged "significant revenue" generated to the HOA. An inadvertant omission from your staff memo Mr. Raymore? Or is the fact of the matter that the revenue generated is really not so significant?

13. Finally, look at this media kit. It's obvious to me that CC Media has vvvvcreated a full fledged advertising onslaught targeted to third party sponsors. Can you imagine something similar being created for IVGID? Substitute IVGID for the Tahoe Donner HOA in the attached media kit. Although this may be appropriate for a private party such as an HOA (which I personally do not think is appropriate), it's clearly NOT appropriate for a public agency like IVGID. What a disgrace! How dare you Mr. Raymore not understand the differences. How dare you come forward with a suggestion like this for IVGID.

14. In fact since you clearly don't understand the difference, maybe you Mr. Raymore should go to work for the Tahoe Donner HOA in their marketing department? Or maybe you should go to work for your favored collaborator, CC Media? Clearly you are ill placed as an IVGID employee.

So my conclusions insofar as this agenda item is concerned are as follows:

15. Mr. Raymore heads a worthless marketing department which is unnecessarily costing the District in excess of \$1.1 million annually.

16. Moreover, it's not appropriate for a public agency to use public funds to support a marketing department. Who else does this?

17. Moreover, IVGID does not exist to market its facilities and services to the world's tourists. And it's wrong to make local parcel owners involuntarily financially subsidize these endeavors.

18. And finally, Mr. Raymore is clearly ill-suited to be an IVGID employee. IMO he is the next senior manager that needs to go.

19. Moreover, his eentire marketing department needs to be terminated. This will immediately save the District at least \$1.1 million annually. And it will render Mr. Raymore proposed advertising policy unnecessary.

20. And it will immediately render Mr. Raymore's job unnecessary. Even if the District's marketing department is not terminated, Mr. Raymore is being paid as a full time, fully benefited employee when in truth and in fact he holds a seasonal, part time position. His position and compensation should be scaled back immediately.

Thank you for your consideration. Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR SEPTEMBER 27, 2023 MEETING –
AGENDA ITEM G(1) – PROPOSED ACTION AGAINST FORMER HR DIRECTOR
DEE CAREY FOR THE REALEASE AND DISTRIBUTION OF CONFIDENTIAL
RECORDS CONCERNING RESIDENT CLIFF DOBLER**

Introduction: Here the Board proposes taking action against former HR Director Dee Carey for the release of private, confidential matters concerning local resident Cliff Dobler. But I don't believe Ms. Carey acted alone, nor that she may have acted at all. I believe the real culprit here is Susan Herron. And that's the purpose of this written statement.

My E-Mail of September 24, 2023: On September 24, 2023 I sent the Board an e-mail which made the point that the confidential records had to come from an IVGID computer(s) or server which Ms. Herron has access to, and Dee Carey probably does not. And that an investigation should take place and Ms. Herron placed on administrative leave in the interim¹. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

Conclusion: I don't know what action the Board can take against a former employee. However, I do know that action can be taken against a current employee. Because here the finger of wrongdoing points to Ms. Herron, it's necessary the District hires a forensic IT professional who can learn the truth. Only then will the Board know what we're dealing with. But if it's what I suspect...

And you wonder what your RFF ("RFF") and BFF ("BFF") Facility Fee pay for? All of this and I've now provided answers.

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

¹ That e-mail is attached as Exhibit "A" to this written statement.

EXHIBIT "A"

Sep 27, 2023 Board Meeting - Agenda Item G(1) - Possibly Taking Action Against Former HR Director Dee Carey

From: <s4s@ix.netcom.com>
To: "Dent Matthew" <dent_trustee@ivgid.org>
Cc: "Schmitz Sara" <schmitz_trustee@ivgid.org>, "Tonking Michaela" <tonking_trustee@ivgid.org>, "Tulloch Ray" <tulloch_trustee@ivgid.org>, "Noble Dave" <noble_trustee@ivgid.org>
Subject: Sep 27, 2023 Board Meeting - Agenda Item G(1) - Possibly Taking Action Against Former HR Director Dee Carey
Date: Sep 24, 2023 9:18 PM

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

I am a bit confused by this agenda item because there's no specification in the Board packet as to what possible action the Board proposes taking against former Human Resources Director Dee Carey insofar as her possible retention and disclosure of non-public IVGID documents. It seems to me that someone(s) has concluded: Dee Carey retained private/confidential records involving resident Cliff Dobler when she left IVGID's employ; and, she somewhat recently shared those private/confidential records with members of the public (Ms. Carrs?) so they could be used against Mr. Dobler and Trustee Schmtz. If this person or persons who conclude(s) intends to make this report to the Board, that's fine. However, I suspect that's not going to take place. And if it doesn't, I think Board members will be speculating.

So with the Board's permission, let me speculate. And let me recommend what I think the Board should be doing.

Although I have not seen the documents in question, I have been informed they include:

1. At least one letter to Mr. Dobler on IVGID letterhead signed by Dee Carey;
2. Evidence of the certified mailing of that letter by USPS to Mr. Dobler's residential physical address even though we all know USPS does not deliver to most physical addresses in Incline Village;
3. Evidence from the USPS of its inability to deliver that letter to Mr. Dobler at his residential physical address (surprise).

If I've got the above correct, then I submit to you that you're looking at the wrong person for possible action. Or at least only one of the relevant people. Rather, the person you should be looking at is Susan Herron. And here's why.

1. Assuming IVGID certified mailed the subject letter and retained evidence of that mailing, there are only two places that evidence of that mailing can exist. And both are under the custody and control of IVGID. The first would be a file (what I call a dossier) where the physical evidence of that mailing exists. Even today!

And the second would be one or more IVGID computers or servers where electronic/digital version(s) of that certified mailing exist. Even today!

2. If I am correct in this observation, it means Susan Herron had and probably currently has access to this evidence. One way or the other.
3. And whether or not I am correct in this observation, it means Dee Carey could only have gotten this evidence in one of two means. Either she copied it when she left IVGID's employ and she continues to have that copy today.

Or Susan Herron transmitted copies of this evidence to Dee Carey, and I suspect probably somewhat recently.

4. The same with evidence from the USPS of its inability to deliver that letter to Mr. Dobler. Assuming IVGID certified mailed the subject letter and retained evidence of the USPS' inability to deliver the same, there are only two places that evidence can exist and both are under the custody and control of IVGID. The first would be a file (what I call a dossier) where the physical evidence of that mailing and inability to deliver the subject letter exists. Even today!

And the second place would be one or more IVGID computers or servers where electronic/digital version(s) of that evidence of the inability to deliver exist. Even today!

5. If I am correct in this observation, it means Susan Herron had and probably currently has access to this evidence.

6. And whether or not I am correct in this observation, it means Dee Carey could only have gotten this evidence in one of two means. Either she copied it when she left IVGID's employ.

Or Susan Herron transmitted copies to Dee Carey and probably somewhat recently.

7. Did you know that when Dee Carey left IVGID's employ, she executed a severance or separate agreement with the District? Do you know that that agreement is presently in the possession of and under the control of IVGID? Which means Susan Herron currently has access to the same.

8. You Board members need to get a copy of that separation agreement for several reasons. The first being to determine if Dee Carey has breached the terms thereof and if so, what remedies does the District have against her.

9. Did you know that even today, there's a direct relationship between Susan Herron and Dee Carey? When Dee left IVGID's employ she was given employment by an academy (Davidson?) operated and administered by Susan Herron's husband? In fact I have been informed Ms. Carey is still employed there today. Making it very easy for Susan Herron to share documents like the ones we're talking about with Dee Carey. Ms. Herron wouldn't even have had to e-mail them to Ms. Carey. All she'd have to do is give them to her husband with instructions he turn them over to Ms. Carey in person.

10. So the first thing you Board members need to do is to place Susan Herron under immediate administrative leave barring her access to IVGID paper and electronic/digital evidence pertaining to these matters. Keep her away from IVGID's administrative offices.

11. The second thing you need to do is get your hands on Dee Carey's severance agreement. So it can be examined.

12. The third thing you need to do is get your hands on the dossier I believe exists on Cliff Dobler. As well on the former employee files which may exist of the person(s) who made complaint against Cliff Dobler which resulted in the suspension of his recreation privileges.

13. Then you Board members need to retain the services of a forensic IT professional. Such professional should be able to electronically determine when any of the documents I have described above, in electronic/digital form, was accessed from IVGID computer(s) or server(s) and by whom. I'm guessing that would be Susan Herron.

14. And, such professional should be able to electronically determine if any of those documents were attached to one or more e-mails originating from Susan Herron and transmitted to Dee Carey. I'm guess there very well may have been such e-mail(s).

15. And, such professional should be able to electronically determine if any of the e-mails identified in paragraph 14 above were deleted and if so when and by whom. Cover upon your wrongdoing Ms. Herron.

16. Finally, such professional should be able to electronically retrieve any of the deleted e-mails identified in paragraph 15 above. Let's see what they say, and what may have been attached.

It seems to me that unless and until the Board gets answers to the above-questions, and perhaps the documents themselves, can it really take action against anyone. And if the Board sits on this, it may be too late!

17. One final recommendation. As the story goes, Trustee Noble asked Ms. Herron for these documents so he could ambush Cliff Dobler. How did Trustee Noble know that such documents exist? The chairperson should cross-examine Trustee Noble, in public, to learn what he knew and how he learned of it.

It is my hope the Board takes action like this at its upcoming meeting. Let's get to the truth.

Respectfully, Aaron Katz

IVGID Meeting

Sept. 27th 2023

My name is John Eppolito I've been a local real estate broker associate in both states for 25 years.

Regarding the recall:

Immediately after the rec. center debacle I spent time studying what happened and I wrote this (hold up), I learned there were several missteps by staff long before Sara's no vote. I'll submit this for the record, I have copies for anyone who's here. Back in October, I stated to this board I did not agree with Sara's NO vote.

For a long time there has been a small group of people who come to these meetings to and berate, intimidate, and bully this board and former general managers. Now there is a small group of people, on the (quote) other side, who support the recall - who do the same thing to two board members here **AND** on social media.

In my opinion, the majority of people who signed the petitions have honorable intentions. But unfortunately, I believe the large group of petition signers have giving the small group, at these meetings and on Social, the leverage to bully, intimidate, (pause) **micro-manage** two members of this board.

I don't know if Sara was "**over-zealous**" with staff, or people trying to get onto our beaches.

All I know is, I've never seen of Sara, or Matt, be disrespectful to anyone, even as people are rude and disrespectful to them **BOTH** here at these meetings **AND** on social media. Both of them have always shown decorum, and respect for others.

This is in direct opposition to the way some act, in particular the realtor/best friend of the former board president who's leading this recall attempt. Recently I've seen her disrupt two of these meetings, and be disrespectfully and rude to current board members.

It appears the goal of some people who support the recall is to replace polite, respectful, people with someone who's rude and disrespectful.

Recently in comments to this to this board I've questioned the subjective language in the petitions. Now this article The Nevada Globe (hold up), says the language in the petitions may violate NRS 306.21.

Whether the language in the petition is approved or not; I for one would like to see a Community Forum to: discuss the issues on the petitions, plus the current financial status of the District!

Thank you

If we can do a community forum, I believe disruptive people on both sides need to be kept from interrupting the meeting!

Recreation Center Debacle - October 24th Special IVGID Meeting

<https://livestream.com/ivgid/events/10660550/videos/233471842>

Jim Dugdale Executive Director of The David & Chery Duffield Foundation told he Tahoe Daily Tribune there were, “several missteps in the project.” Having reviewed the pertinent documents and watching the [10/24/2022 special meeting](#) a few times here’s what I believe lead to the community losing the donation for recreation center expansion.

Strike 1: All three estimates from Core Construction were above the \$25 Million limit The Duffield Foundation allotted for the project.

August 2nd – The three options that were submitted to the Foundation, without board approval, were for \$30 M, \$32.9 M, and \$33.9 M. The Foundation quickly rejected all three options. At the [1:47:30 mark](#) Trustee Matthew Dent ask: “Why did we take three different offers to the Donor that exceeded the \$25 M?” General Manager Indra Winqest said, “that question I can’t answer definitively...” Then the attorney discouraged any further discussion on this issue.

Strike 2: From August 2 through August 31st Indra and Staff were in discussions with the Foundation, without direction from the board.

August 29th - Indra got word the Foundation would approve Option D for \$25.6 M.

August 31st - The Board was informed Option D was approved by the Foundation.

September 1st – Trustee Sara Schmitz sent an email to Indra that she could not support Option D because it did not include the multi-purpose gym. Indra spoke to both Matthew and Sara about agendizing a discussion about IVGID contributing additional funds for one of the more expensive options that included the multi-purpose gym.

September 1st – The Foundation was notified IVGID is interested in exploring paying the difference to add the multi-purpose gym. Mr. Dugdale had concerns based on the timeline and this being so late in the process, but he would bring it to the Donor.

September 5th - Mr. Dugdale informed Indra, due to the latest set of potential plan changes the project is “on hold.”

Strike 3: September 7th - Meeting between Indra, Staff, and Mr. Dugdale. Donor was extremely unhappy with process, adding the multi-purpose gym back into plan, and IVGID now wanting to contribute to project. Foundation informs they will proceed with Option D if there is unanimous support from the Board for both Option D, and a letter of support and commitment.

September 7th and 8th - Indra spoke to each board member individually and conveyed to all trustees that unanimous support was required for both Option D, and the letter of support and commitment. Go to the [2:10:50 mark](#) to hear Indra acknowledge that two board members did not receive his entire message. Both Matthew and Sara realized unanimous approval was required for the letter of support and commitment, but not for Option D. Indra acknowledged

that he should have followed up with an email to each trustee clarifying unanimous support was required for both items.

Strike 4: Matthew knew Sara was going to vote no on Option D. Indra didn't think there would be any no votes. At about the 2:18:00 mark Matthew said, if we needed unanimous support for both items it should have been written on the agenda. Later in the meeting the attorney said unanimous support for both items could have been added to the agenda.

September 14th Board meeting – First vote, Option D, 4 to 1 with Sara voting no. Second vote, letter of support and commitment, 5-0. Indra said he was pretty sure the project was dead, but he was holding out hope the Foundation would overlook the one no vote.

Strike 5: September 14th - An email from Indra to Dave Duffield and Jim Dugdale stated the two votes in reverse order. The email first mentions (the actual second vote) the vote for the letter of support and commitment which was unanimous; then goes on to mention (the actual first vote) the vote for Option D which was 4 to 1.

September 15th - Phone call from director of Foundation stating the Donor is withdrawing support for the project because there wasn't unanimous support for Option D.

September 16th - Email from Mr. Duffield expressing disappointment and thanking members of the board and Indra.

Political Platform of Recall Committee

BACKGROUND ON THE RECALL EFFORT - The Incline Village General Improvement District (IVGID), was established in 1961, and chartered to provide water, sewer, and trash services to Incline Village and portions of Crystal Bay. Over the next 60 years, its mission grew to support recreation services and recreation venues for the communities of Incline Village and Crystal Bay, Nevada.

Recent actions by a majority of the Board of Trustees (BOT) have taken IVGID on a path that is negatively affecting those who live and work in Incline Village. The Board majority has moved away from sound and proven policies of the last 50 years for governing financial planning, management of recreation facilities and employee relations, in favor of policies championed by a vocal minority, at the expense of the broader community. They've led a movement away from the successful model of managing recreational venues as a portfolio of mutually reliant and sustaining venues to a model where venues' operations must stand on their own, while at the same time, leaving their sustainability at risk by stripping many of these venues of much needed recreational fees for upkeep, improvement, and expansion. They have slashed employee benefits and micromanaged District staff, usurping the authority of seasoned professionals, eroding staff moral and creating a toxic work environment that has led to dangerous and unprecedented departures of senior staff across virtually all functions. They have made these moves despite feedback from the majority of community members who have expressed overwhelming pushback. This led to an effort to recall 2 of the offending Trustees (Trustees Sara Schmitz and Matthew Dent) who were eligible for RECALL given their election in 2020.

The Committee leading the Recall wants Incline Village to be governed for the benefit of those who work and live in the area. Not surprisingly, our overall mission statement is very consistent with the mission statement set forth on the home page of IVGID's web site. ***"We support fiscally responsible investment in and maintenance of superior utility infrastructure/services and community-owned recreational facilities and programs in order to make our community an attractive place to live, work and invest. We support the operating model for recreational facilities that has made the community successful over the past decades, one that manages the collection of venues for the benefit of the community as a whole."***

Below is a summary of the platform that supports this mission. We will vet potential Trustee candidates against this platform. We support:

- Proactive investment to maintain and improve the operating capacity and efficiency of our utility infrastructure. We have a bias for action as opposed to the paralysis we've seen from recent Trustees.
- A District operating model where Trustees operate in an oversight and guidance role. A model where the Board, acting through consensus decisions, are responsible for managing the general manager, working with the GM and his/her designees to develop clear annual and longer-term strategic priorities and plans, and then moving aside to allow the GM and the staff to execute against those priorities/plans.

- Fair and Equitable treatment of IVGID employees, including:
 - Compensation and benefits informed by market conditions. We will utilize access to our superior recreational facilities/programs as a tool to attract and retain talent, including engaging parcel owners in a transparent discussion and referendum to allow beach access to non-resident employees.
 - An environment free of harassment of any type, where offenders are held accountable and where consequences are clear and decisive.
- Proactive, smart investment in the recreational facilities owned and operated by the District that will enhance the quality of life of Incline residents and the attractiveness of Incline as a residential community. For example, we will prioritize the replacement of aged and dysfunctional dining facilities at Incline Beach and Diamond Peaks's Snowflake Lodge, expansion of the Rec Center, refurbishment/reconstruction of tennis and pickle ball courts, along with ongoing maintenance and improvements at the golf facilities to retain their premier status.
- The view that we are a common interest community, and as such, that the recreational venues and other assets owned and managed by the District are made available primarily for the benefit of the community as a whole. As such we support the return to an ongoing collection of a reasonable annual facility fee from all parcel holders that will provide the necessary level of investment needed for the venues. In addition, operating policies related to the venues (pricing, preferential access, etc.) should prioritize residents, their guests and our employees, with visitor pricing being informed by our competitive peer group.
- A "portfolio" approach to managing our recreational facilities that seeks to operate the recreational venues as a mutually reliant and sustaining set of venues at the total District level. We support the utilization of the facility fee, along with excess funds from the more commercially viable venues, to subsidize those venues that cannot generate sufficient funds on their own. We DO NOT support the view that each venue should stand on its own.
- A Board of Trustees that partners with and is accountable to the residents and other property owners of Incline Village. To demonstrate this, we support the following set of operating procedures:
 - Public release of ALL reports and presentations at least 7 working days BEFORE meetings to facilitate community input.
 - Seeking valuable input from the community through not only public comments, but also through on-going and ad-hoc committees comprised of informed and engaged parcel owners and residents to address crucial aspects of IVGID administration including capital and operating budgeting, employee relations/retention, utility and recreational infrastructure.
 - A responsive and responsible approach to public records requests that recognizes residents' right to access IVGID information but does so in a way that compensates IVGID for abusive behavior. Specifically, we support the development of a policy that allows all residents the ability to make a reasonable number of requests free-of-charge but institutes a cost recovery charge for requests that exceed a to-be-defined reasonable number of requests.
 - Adherence to Nevada Open Meetings rules including a process to facilitate monthly reports by the General Counsel summarizing conversations occurring between trustees outside of Board meetings on topics recently on or reasonably expected to be on, the Board Agenda within the next 90 days.

MEMORANDUM**TO:** Board of Trustees**THROUGH:** Mike Bandelin, Interim General Manager**FROM:** Paul Raymore, Marketing Director**SUBJECT:** Adopt Policy and Procedure No. 143/Resolution No. 1904 regarding advertisements in the IVGID Magazine and other District publications, at District-owned venues and District-sponsored events. (Requesting Legal Counsel: Josh Nelson and Anne Branham)**LONG RANGE PRINCIPLE #6 - COMMUNICATION**

The District will engage, interact and educate to promote understanding of the venues, facilities, services, and ongoing affairs.

DATE: October 25, 2023**I. RECOMMENDATION**

That the Board of Trustees adopt the amended Policy and Procedure No. 143/Resolution No. 1904 regarding acceptance of advertisements for the IVGID Magazine and other District publications, at District-owned venues and District-sponsored events.

II. BACKGROUND**AMENDED VERSION OF POLICY AND PROCEDURE NO. 143/RESOLUTION NO. 1904**

On Sept. 27, 2023, the Board of Trustees voted to approve Policy and Procedure No. 143/Resolution No. 1904, with amendments requested from our legal team at BBK Law during the motion. Attached to this consent calendar item are redlined and clean versions of the amended District Advertising Policy.

Updates made:

- Clarified definition of "commercial speech"
- Added criteria to allow for PSAs from government agencies and non-profits as defined in the policy
- Clarified District's position on political advertisements
- Clarified exceptions for local churches to advertise programs or events that are open to all members of the community

Staff is seeking approval of the final Policy and Procedure No. 143/Resolution No. 1904

attached. A redlined version of the original policy presented on Sept. 27, 2023 is also attached for reference.

ORIGINAL DISCUSSION

The District presently manages the production of the “IVGID Magazine,” which publishes five times per year. The District contracts with CC Media for design services, management of printing and distribution, and management of advertising submissions and rates, but the District has not adopted a formal policy regarding what is appropriate and acceptable for publication as an advertisement in the IVGID Magazine. In addition, the District owns and operates a number of public facilities and runs a number of public events where advertisements and sponsorship opportunities may exist, including but not limited to the Incline Open Tennis & Pickleball Tournament, IVGID Parks and Recreation facilities and events, Diamond Peak event sponsorships and Lakeview chairlift ad blocks, and the IVGID ball fields.

In the District’s experience, certain types of advertisements can interfere with the District’s primary advertising purpose of bringing public awareness to important District issues and generating revenue to benefit District services. This policy advances the advertising program’s revenue-generating and public service objectives by prohibiting advertisements that could detract from that goal by creating substantial controversy, interfering with and diverting resources from District operations, and/or posing significant risks of harm, inconvenience, or annoyance to District stakeholders and other members of the public. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of District services or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue.

In short, the following categories of third-party advertisements will not be accepted under the draft policy:

- Ads that do not qualify as “commercial speech” (i.e., only ads that propose commercial transactions, like buying/selling/economic exchanges are permitted)
- Ads involving trademark/patent infringement
- Obscene, pornographic, and offensive ads (as defined in the policy)
- Defamatory, false, and deceitful ads
- Ads advocating for violence or portraying violence
- Ads directly or indirectly promoting any specific form of religion or religious practice, except for summer camps or similar programs that are open to all children in the community
- Ads that imply the District has “endorsed” any service, product, or point of view without prior written authorization
- Ads for tobacco, firearms, non-carbonated bottled water, cannabis

products and services, CBD products and services, and short-term rentals and services

- Ads for ski areas, ski lesson providers, golf courses and golf shops, tennis and pickleball centers or services, recreation centers, fitness centers and gyms, and wedding and event venues, other than those that the District owns, operates, or manages
- Ads that conflict with federal, state, or local law

In addition, all advertisements submitted for review must clearly identify the sponsor of that ad. Any person who is found to have violated the policy may be prohibited from submitting ad requests in the future. Language will be included when appropriate, clarifying that the views expressed in the ad do not necessarily reflect the District's position. And, the District's GM or designee will retain the right to control the quantity, quality, and placement of all ads, and reject ads that do not comply with the adopted policy.

Finally, staff notes that this policy will not affect the District's ability to utilize existing advertising space to market its own facilities, services, and programs as it sees fit.

III. BID RESULTS

IV. FINANCIAL IMPACT AND BUDGET

No direct impact by adoption of the policy. Ads published in the IVGID Magazine support the production of the magazine.

V. ALTERNATIVES

Below are alternatives to the recommended action:

1. Adopt the proposed policy.
2. Decline to move forward at this time with this proposed amendment.
3. Suggest changes to the proposed policy and bring it back for discussion at the next meeting.

VI. COMMENTS

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. ATTACHMENTS

1. IVGID Districtwide Advertisement Policy [BBK redlines 10
2. IVGID Districtwide Advertisement Policy [BBK clean 10.13]-c1

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES



Resolution 1904

IVGID Districtwide Advertisement Policy

WHEREAS, the Incline Village General Improvement District (IVGID) publishes or displays advertisements in IVGID publications and at IVGID facilities; and

WHEREAS, IVGID wishes to adopt this policy to outline the rules and regulations regarding these advertisements to ensure compliance with law and best practices; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, that it hereby adopts the attached Districtwide Advertising Policy.

BE IT FURTHER RESOLVED, that the attached Policy and procedures will remain in effect until changed or rescinded by the Board of Trustees.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1904, Policy and Procedure Resolution No. 143, as amended and adopted by the Board of Trustees of the Incline Village General Improvement District on the ___th day of _____, 2023, by the following vote:

AYES, and in favor thereof,
NOES,
ABSENT,

Clerk, IVGID Board of Trustees



Policy and Procedure No. 143

IVGID Districtwide Advertisement Policy

The Incline Village General Improvement District (“IVGID” or the “District”) is a general improvement district organized pursuant to NRS Chapter 318. As part of its services to local residents and visitors to the area, the District publishes regular editions of the “IVGID Magazine,” and owns and operates a number of publicly available facilities such as parks and tennis courts, among other things. In addition, the District owns and operates a number of public facilities and runs a number of public events where advertisements and sponsorship opportunities may exist, including but not limited to the Incline Open Tennis & Pickleball Tournament, IVGID Parks and Recreation facilities and events, Diamond Peak event sponsorships and Lakeview chairlift ad blocks, and the IVGID ball fields. To support the publication of the IVGID Magazine, raise revenues for lawful District purposes, and facilitate oversight of advertisement/sponsorship opportunities at other District venues and events, the District accepts paid advertisements and sponsorships from third parties (hereafter, collectively referred to as “Advertisements”), subject to rates published by the District for such purposes and this Policy.

In keeping with its functions noted above, and to the extent allowable by law, the District does not intend by accepting Advertisements to convert the IVGID Magazine or venues/events that it owns and operates into open public forums for public discourse, debate, or expressive activity. Rather, the District accepts Advertisements as a means of generating revenue to support its operations, and communicating information about District services and events to the public. In furtherance of this limited objective, the District retains strict control over the nature of Advertisements accepted for publication in the IVGID Magazine, in its venues, and at its events, and maintains such advertising spaces and opportunities as a non-public forum. This Policy prohibits Advertisements that could detract from the District’s goal of generating revenue or interfere with the safe and convenient delivery of District services to the public. This Policy is intended to be an objective and enforceable standard for advertising that is consistently applied, and which is consistent with the free speech guarantees of the constitutions of the United States and the State of Nevada. Through this Policy, the District intends to establish the following uniform, viewpoint-neutral standards for advertisements in the IVGID Magazine and in other venues owned and operated by the District:

1. In accordance with the revenue-generating purpose of this Policy, the District shall accept only third-party Advertisements which contain either “Public Service Announcements” (PSAs) or “Commercial Speech.”
 - a. Commercial Speech is defined as speech for which the sole purpose is to sell products, goods, or services for a profit. Commercial Speech does not include advertising that combines a commercial message with a message that is not permitted under this Policy, e.g. an advertisement that both offers a product for sale and promotes the election of a certain candidate for public office.

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Deleted: that does no more than propose a commercial transaction, or is an expression related solely to the economic interests of the speaker and its audience (e.g., promotes for sale, lease, or other financial benefit a product, service, or other property interest)

Deleted: Notwithstanding the foregoing, the following types of content will be allowed:



Policy and Procedure No. 143

IVGID Districtwide Advertisement Policy

- b. An advertisement shall satisfy the following criteria in order to qualify as a PSA that may be accepted pursuant to this Policy:
 - i. The sponsor of a PSA must be a local, state, or federal government agency or legally affiliated entity (including IVGID itself), or an eligible non-profit, defined as a local non-profit, national non-profit with a local chapter, or local government agency or school district providing services to the local community. Qualifying non-profits shall be an IRS 501(c)(3) non-profit corporation, shall provide supporting documentation of their non-profit status when submitting Advertisement requests, and shall otherwise comply with all applicable requirements in this Policy.
 - ii. The PSA must be directed to the general public or a significant segment of the public, and must relate to:
 - (a) Promotion of IVGID services or programs, including co-sponsorships with third parties that relate to or support IVGID's function and services;
 - (b) Prevention or treatment of illness, or promotion of safety, health, or personal well-being;
 - (c) Provision of family or child social services;
 - (d) Local (within the Incline Village/Crystal Bay community) fundraising or community events.
 - iii. A PSA may not include any Commercial Speech or mention a festival, show, concert, lecture, or other event for which an admission fee is charged for commercial purposes.
- 2. Advertisements that infringe on any copyright, trade or service mark, title, or slogan without the written consent of the owner of said copyright or mark will not be accepted.
- 3. Advertisements that are obscene or pornographic will not be accepted.
- 4. Advertisements that promote or oppose a political party, the election of any candidate or group of candidates for public office, any legislation, initiative, referendum, or ballot measure, or any political action committee, political campaign, or political group advocating for a particular economic, political, religious, or social issue will not be accepted.
- 5. Advertisements that may be perceived as offensive to any religious, ethnic, or racial group will not be accepted.
- 6. Advertisements that are clearly defamatory or contain false, deceitful, or grossly misleading information will not be accepted.
- 7. Advertisements that advocate for or portray acts of violence, murder, sedition, terror, vandalism or other acts of violence against persons, animals, or institutions will not be accepted.

Deleted: <#>Advertisements from other local, state, or federal governmental agencies or legally affiliated entities relating to public programs, services, or events that do not otherwise qualify as Commercial Speech.¶

Deleted: , or political



Policy and Procedure No. 143

IVGID Districtwide Advertisement Policy

- 8. Advertisements that directly or indirectly promote any form of religion or religious practice will not be accepted, except that local churches may advertise programs or events that are available to all members of the community.
- 9. Advertisements that imply or declare an endorsement by IVGID of any service, product, or point of view without prior written authorization from IVGID will not be accepted.
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- 12. Advertisements that otherwise are in conflict with any applicable federal, state, or local law, statute, or ordinance will not be accepted.
- 13. All Advertisements must clearly identify the sponsor(s) of that Advertisement.
- 14. Any person or entity who has previously violated any provision of this Districtwide Advertisement Policy may be prohibited from posting any Advertisements.
- 15. All Advertisements published by the District shall be formatted in such a way as to not be confused with IVGID’s editorial content, and any “advertorial” style Advertisements shall clearly state that the content is a paid advertisement. The District reserves the right to place a statement in all publications that says: “The views expressed in the advertisements in this publication do not necessarily reflect the views of the Incline Village General Improvement District.”
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The District reserves the right, from time to time, to amend, suspend, modify or revoke the application of any or all of these standards as it deems necessary to comply with legal mandates, or to facilitate its primary functions, or to fulfill the goals and objectives referred to herein. All provisions of this Policy shall be deemed severable.

District contracts granting advertising rights shall include this Policy as an attachment. The District reserves the right to contract with third party companies or agencies to manage and oversee the District’s Advertisement sales, but all such sales must be contingent upon compliance with this Policy.



Resolution 1904

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Policy and Procedure No. 143

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The District reserves the right, from time to time, to amend, suspend, modify or revoke the application of any or all of these standards as it deems necessary to comply with legal mandates, or to facilitate its primary functions, or to fulfill the goals and objectives referred to herein. All provisions of this Policy shall be deemed severable.

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MEMORANDUM

TO: Board of Trustees

FROM: Matthew Dent, Chair

SUBJECT: Review, discuss, and potentially answer the remaining community question received at the October 11, 2023 Townhall.

RELATED STRATEGIC PLAN INITIATIVES: Long Range Principle #6 – Communication

DATE: October 25, 2023

I. RECOMMENDATION

That the Board of Trustees review, discuss, and potentially answer the remaining community questions received at the October 11, 2023 Townhall.

II. BACKGROUND

The District held a Townhall on October 11, 2023. During the meeting, the Board of Trustees answered questions from the audience on various matters. Given time constraints, the Board did not get through all of the questions. This item would be an opportunity to answer some or all of the remaining questions.

III. FINANCIAL IMPACT AND BUDGET

None.

IV. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

V. ATTACHMENTS

1. Remaining questions

IVGID Townhall Questions

* The questions below were submitted on or before October 11, 2023, the night of the Townhall the questions that have a line through them were selected and addressed during the Townhall/ Forum

*Submitted via email

1) ~~Question for Trustee Schmitz~~

~~Trustee Schmitz, why did you propose a 100 cost recovery target for the Champ Course when many residents besides golfers use the course, especially in the off-season, for dog walking, cross country skiing, snowshoeing, sledding, and level-ground hiking; and when every property owner in IV/CB benefits in terms of maintaining their property values by having this course in our community?~~

~~GreenPlay, the inventors of the Cost Recovery Pyramid, would suggest that when a venue benefits such a wide swath of the community, and has a short operational window for revenue generation, the cost recovery target should be significantly less than 100%.~~

2) ~~What exactly is a general improvement district ("GID")? Not the verbiage contained in NRS 318.075 (a "body corporate and politic and a quasi-municipal corporation") which few understand but rather, what exactly is it?~~

3) ~~How exactly do GIDs differ from other "governmental subdivision(s) of the State of Nevada?"~~

4) ~~What powers do GIDs possess, and how are they limited by Dillon's Rule, if at all?~~

5) ~~How do those powers differ from those permissibly exercised by other general governments?~~

6) ~~Where does one go to get answers to these questions other than reading the NRS for him/herself?~~

7) ~~Is IVGID exceeding its permissible powers?~~

- ~~8) If so, what remedies exist to address IVGID's exercise of excess permissible powers?~~
- ~~9) What is the status of the search for the IVGID General Manager and what is the targeted date for onboarding the successful candidate? It would be helpful for the Board to periodically update the community as the process continues.~~
- ~~10) What is the status of the preparation of the District Strategic Plan for the period of 2023/2024 through 2024/2025 and is it intended to be completed prior to the appointment of a new General Manager or subsequent to his/her onboarding?~~
- ~~11) Has the Board defined expected revenue for each of the recreational facilities so that performance against objectives (Performance against Plan) can be evaluated? Without expected metrics, how can performance be accurately and fairly defined?~~
- ~~12) Has the Board and its counsel evaluated how the current agenda format limits public participation by virtue of having public comment before an agenda item is raised. The current format has, for many interested parties, significantly limited public participation because reports from Board and Staff have been embargoed until the agenda topic is opened. An obvious example is the April meeting of the BOT where the report outlining golf operations and possible changes was not released to interested parties despite having it ready at the sign-in table?~~
- ~~13) Is it true that some or any of the members of the Board of Trustees have discussed the elimination of the organized golf clubs that currently use the Incline Village golf courses? If so, why?~~
- ~~14) Is it true that some or any of the members of the Board of Trustees or their Staff have discussed the possibility of selling any of the IVGID recreational venues to private investors or private operators? If so, why, when and in what context?~~
- ~~15) There have been rumors regarding the closer of the Mountain Course. What are the current views of the Trustee' regarding the Mountain Course?~~
- ~~16) I understand that there are a couple of financial audits either being conducted or contemplated based on details provided by the Acting Director of Finance regarding the state of IVGID finances.~~

~~What are the status and any interim findings of these efforts?~~

~~17)With the current turmoil created by the recall hopefully concluding, what are the next steps, and if the vote is unfortunately for recall, what are the selection process for new board members?~~

~~18)Will Washoe County charge us for the cost of the recall special election?~~

~~19)What is the status of the Recreation Center, remodel, or expansion?~~

~~20)Is the Château undergoing a process of remodel or expansion?~~

~~21)Will there be some revisiting and possibly changes to the some of the extensive changes to our all you can play passes for the golf course?~~

~~Particularly the unreasonable increase in couples pass costs and very limited play on weekends for all you can play passes.~~

~~22)"Given that members of the BOT, members of the Audit Committee, and the surviving IVGID finance people see no evidence of fraud, theft, embezzlement or malfeasance in IVGID's conduct, why in the world is the Board authorizing spending \$30,000 to \$150,000 for a forensic audit?"~~

~~-~~

~~I quote from investopedia.com~~

~~During a forensic audit, an auditor seeks to derive evidence that could potentially be used in court.~~

~~A forensic audit is used to uncover criminal behavior such as fraud or embezzlement.~~

~~23)There seems to be some statements made around golf club members getting special golf play pricing that is better than Picture pass holders. I believe this is not true. Please clear this up by either supporting or denying the above statement?~~

~~24)Please state the open management positions that have not yet been filled with a full time employee. Please list the dates that each position became open. Please give us (residents) an update on the current status of applicants in process for each of these open positions.~~

~~25)What Environmental Impact study was submitted by NV Energy or conducted by IVGID prior to approving this project?~~

~~26) Since noise limitations within Incline Village are governed by TRPA Code of Ordinances Chapter 28, what noise impact report was submitted by NV Energy to IVGID?~~

~~27) Specifically, what noise levels were projected?~~

~~28) What noise monitoring equipment is currently operational to ensure that TRPA limitations are met?~~

~~29) Was IVGID provided with a Safety Risk Analysis by NV Energy? (Such a study is standard within the aviation industry in order to identify operational risks and plan mitigations)~~

~~30) What was so compelling about the Diamond Peak site that led the IVGID Trustees to discount the adverse impact on adjacent homeowners in favor of a commercial agreement in favor of NV Energy?~~

***SUBMITTED AT THE TOWNHALL/ FORUM**

- 1) Trustee Noble – is your service on this Board what you thought it would be when you were elected? If yes, how so. If no, please elaborate
- 2) Trustee Tulloch – your sense of humor has been found to be offensive – what are you doing to correct this behavior?
- 3) At least 7 senior manager jobs have been vacated in a year. Why are we investigating fraud, when the apparent reason is micromanagement by Trustee Schmitz and Tulloch?
- 4) Trustee Schmitz – is it true that you authorized the purchase of pickle-ball ball tossing machine that wasn't in the budget for this year?
- 5) How can Ms. Schmitz tout her fiscal responsibility when she loses a 25.9 million dollar grant, she's looking to spend half a million dollars in hiring a new GM, and she's complaining that the recall may cost the District \$100,000.00? Resign already!
- 6) Trustee Schmitz please tell us about your plans for the Recreation Center expansion and how you plan on putting together a funding source?
- 7) /why did Vice-Chair Schmitz unilaterally shut down the months of work by the Dog Park Committee and choose the Village Green for the preferred sight for the Park which was in direct conflict with a large majority of the Community?
- 8) Why does Vice-Chair Schmitz continue to engage in the daily operational activities at the Beaches and various other venues of the District when her job as Trustee is to provide input to the General Manager through the Board

deliberative process? No Trustee has the authority to demand reports, dictate operations or interfere in the day-to-day activities of the District.

- 9) In recent audit meeting, Trustee Schmitz acknowledged that board involvement in staff work was not allowed. Yet she continually does it. What is the remedy?
- 10) **Question for Sara Schmitz:** Why do you think there has been a mass exodus of senior IVGID management during the past 12 months under your tenure as a board member?
- 11) **Question for Sara Schmitz:** You are known for “Micromanaging IVGID Staff”. Have you had the opportunity to reflect on how your actions have adversely affected IVGID staff? Do you take responsibility for your actions and how your excessive micromanagement has contributed to the lowest employee morale and the emergence of a toxic work environment for IVGID employees?
- 12) **Question for Sara Schmitz:** You continually say that you don’t know that you had to vote yes on both initiatives regarding the David Duffield Foundation Grant. Why do you continue to deflect this? In the last Channel 4 News report it was clear that GM Winquest spoke to every trustee reiterating that the donation required unanimous support. Will you ever take responsibility for the loss of the \$26 million dollar grant?
- 13) **Question for Sara Schmitz:** Trustee Schmitz, you alone are responsible for the loss of the \$26 million dollar grant from the Duffield Foundation. You and Trustees Dent and Tulloch spearheaded a campaign to remove GM Winquest. Which is costing the district \$250,000 to pay out his remaining contract. If we make it to a special election the cost to the district will likely be \$100,000. Have you thought about resigning to save the district the additional expense?
- 14) How did the Board handle the complaint by staff that Trustee Schmitz had inappropriately interfered with staff handling her neighbor’s beach pass privileges?
- 15) Why Does Vice-Chair Schmitz continue to lie regarding the Duffield Foundation Grant when she, herself, admitted in hindsight, that she made a mistake when questioned by Channel 4?
- 16) Sara, how did you come up with the girls’ only gym? Totally wrong for the Duffield Donation.
- 17) Sara – Why are you claiming the Duffield Donation was for a girl’s only addition – Total fabrication of the generous offer you solely rejected?
- 18) Have you used the skate park? If so, when?
- 19) Chair Dent, please explain why you did not think it was appropriate to recuse yourself from voting for Mr. Dobler’s appointment to the Capital Committee.
- 20) Why would Board Chair Dent refer to the recall as “fun and games” when questioned by the media? There is nothing fun or gam-like when addressing a recall of 2 Trustees!
- 21) **Question for Matthew Dent:** Did you know ahead of time that Trustee Schmitz was going to vote no on the design of the Duffield project? If you did, why didn’t you call for a recess, speak to the GM who in turn could have spoken to Trustee

Schmitz to possibly save the \$26 million dollar donation from the Duffield Foundation.

- 22) **Question for Matthew Dent:** When you were interviewed by Ben Margiott from Channel 4, can you tell me why you said, "It's nothing new, it's just the fun we like to have in Incline Village." Do you think it was fun when IVGID employees lost access to the beaches? Was it fun when the long term employees who must endure a toxic work environment and micromanagement?
- 23) **Question for Matthew Dent:** What are 3 objectives that you want to accomplish when you took office, and please share what exactly you have accomplished on each of them?
- 24) Trustee Dent – Where is the documentation from the Ethics Commission that you said you would submit to be included with the meeting minutes?
- 25) Trustee Dent – What is the status of your \$800,000 loan with the Doblars?
- 26) This Board said a survey wasn't required for the dog park and now you have changed your direction and say it is. Is this going to be different from the community – wide survey OR standalone?
- 27) You have put a time certain adjournment on this agenda and did so at the last minute – why? What was your Fear? And why 8:30 p.m. when typical Board meetings go to 10 or 11 p.m.
- 28) Are you on the District's health insurance plan? If yes, how does that work?
- 29) Your Leadership, Chairman Dent, at meetings is deplorable as you never stop degrading comments towards Staff – Why?
- 30) Trustee Schmitz – you have a rather colorful history with the Blackhawk community in Northern California – would you like to take this opportunity to enlighten us? Give us your side of the story?
- 31) Why did Chair Dent refuse to honor the request of two of his fellow Trustees to delay the first Town Hall until five of the Trustees could be present? "Meeting dates are set on Wednesdays" is not an adequate answer as set dates have been changed by this Chair several times during his tenure.
- 32) Mr. Dent, do you have any respect or regard for your fellow trustees? What you have done scheduling this meeting is quite bothersome. We know this was Trustee Tonking's idea that you stole to use for your political wellbeing which is a joke. Do you think it may have been more advantageous if you waited until the entire BOT was available, not only out of respect for your co-trustees but for your community members who you've been elected to SERVE? Do you think it was wrong to form by vote a golf advisory committee without trustee Noble there?
- 33) Why would Board Chair Dent allow this meeting to take place when one of the Trustees, Tonking, was unavailable and had given prior notice over a month ago? And Trustee Tonking was a staunch advocate to hold Townhalls as evidence in her campaign literature.
- 34) Why are you holding this forum when Trustee Tonking is out of town and this was her item? Isn't that rude and disrespectful?
- 35) Is resigning even a possibility?

- 36) This question is for Sara: How can you be so disrespectful of staff that have faithfully and proudly worked for IVGID longer than you've even lived here?
- 37) Same question for Matthew and Ray. Why are you so disrespectful of staff?
- 38) Why are you so intent on fixing a community that isn't broken?
- 39) Why do you continuously ignore most of the community members who are against what you are doing?
- 40) Do you thrive on power so much that you ignore how you hurt so many others?
- 41) The Board is implementing line-by-line online financial disclosure, which will enable a small group of citizens to micromanage and question every IVGID expense, no matter how trivial. The goal of some who do this is to dismantle IVGID. How are you going to protect IVGID staff and the larger parcel – holding community from this massive interference?
- 42) Why does Vice – Chair Schmitz continue producing her biased newsletter through her 501-(c)3 Community First Foundation and solicit for folks to remove themselves from the petitions which is in direct conflict with the rules of a non-profit engaging in political activities?
- 43) Why are District employees expected to take abuse, suffer slander and liable by certain community and board members without recourse while Trustees are allowed to take valuable taxpayer time and dollars to defend themselves for the same type of abuse on the record at Board meetings?
- 44) How did public outcry over ending the employee beach policy affect the Board's thinking and future actions?
- 45) How will the public outcry over putting Dobler on the long Term Assets Board affect your practices in the future?
- 46) Micromanagement seems to be a term that this Board doesn't understand – why not?
- 47) Where does community benefits fall in Board decisions – since many of the benefits IVGID used to provide – discounts to non-profits, access to the beach for water safety purposes, access to the golf courses for the high school golf team, ect. Have all been discontinued; who changed IVGID from community based to penny-pinching money and rules based? I don't think that was in any of the Board's campaign goals.
- 48) Social Media is an important communication tool – do you agree or disagree, and how do you use it? Please be specific as to the platforms you are or are not on/using.
- 49) How do you think the community will react if you have to increase the recreation fee to pay for all the capital investments that need to be made?
- 50) Is it true that both Trustee Schmitz and legal Counsel are now reviewing every single purchase/ contract, no matter how small or menial? Is this not micromanagement? And what about the added fees being billed by legal counsel – is that reasonable?
- 51) Why does Trustee Schmitz approve all Purchase Orders, when she is not supposed to be involved in the daily operations of IVGID?

- 52)The Mountain Niners are currently being “punished” due to what you conceive as a political statement, when it was intended to educate our members of the threat to golf and clubs in general. Where can we read where it says we can’t inform our members about possible threats to the golf course and/ or golf groups?
- 53)Please explain the seasoning behind your decision to temporarily suspend the ability of one of the clubs to communicate with its membership. Was this a measure and rational means of displaying your disapproval or was it punitive and vindictive? Do you feel this is a good way to gain the support of a community that seems to have lost all respect for you?
- 54)How were the Golf Advisory Committee members selected by the Board of Trustees, specifically, what was the criteria of each person?
- 55)There are at least 200 woman golfers in golf clubs in Incline Village, how is it that not one woman was selected to the golf advisory board?
- 56)Who is protecting staff from retaliation – and how – if they signed the 2023 recall petitions, since Trustee Schmitz has the list?
- 57)It appears to the public that Trustee Schmitz has personal vendettas against certain employees – would you care to comment?
- 58)Trustee Schmitz – how many times, on average, do you communicate with the Interim General Manager Bandelin?
- 59)Trustee Tulloch – how many times, on average, do you communicate with the Interim General Manager Bandelin?
- 60)If the wealthy on Lakeshore Drive can invite groups as guests on their property without sacrificing their property rights, why can’t IVGID invite their employees?
- 61)Why was a \$50,000 contract to give legal opinion on employee beach access signed over a month after the policy was announced to employees? And why would one legal opinion cost \$50,000?
- 62)Regarding the beach deed what EXACT question was posed to special legal counsel that resulted in this new and different determination?
- 63)What is this Board doing about replacing beach access that you took away from employees? And why did you do away with a terrific recruiting tool?
- 64)What was the intention of the Board to overturn the previous legal decision made to grant non-resident IVGID employee’s beach access when it was already determined it did not violate the beach deed?
- 65)In California, businesses with high value property that is sometimes used by the public, take one day a year to close off their property to protect their private property rights. Why can’t IVGID simplify the beach deed problem and do the same thing? Were any discussions of alternative methods, other than banning employees from the beaches, made?
- 66)Have you researched Kevin Lyons background in Governance before hiring his firm?
- 67)When the Community speaks, do you listen?
- 68)Why is Trustee Tonking’s request for an investigation into the high IVGID turnover rate being ignored?

- 69) What is your knowledge of the 2018 Master Plan? Why would you need a survey regarding the community service's needs, when you already have this through the master plan?
- 70) The Moss – Adams report recommended that the GM Job be split into 2 positions. Trustees from the 2022 GM evaluation continually mentioned that the GM had too little staff and too much to do. In 2022, only Sara Schmitz gave the GM and evaluation under 7. Coincidentally, Sara Schmitz was embarrassed because she caused the loss of the \$25 million Duffield Grant in the fall of 2022. How did we go from these facts to pushing out the GM, paying for an extra year's salary for him, paying a recruitment company \$50,000 and approving an Assistant for the GM? Why did the Board Allow Sara to retaliate against the GM at these huge costs to IVGID community?
- 71) Why is the majority of this Board willing to spend close to \$500,000 in search and hire of a new GM, who will have zero knowledge of the District, when we had a very capable and well liked GM already in the position?
- 72) We have a community member who is verbally abusing staff. The Board is aware of it, so when is this Board going to address it, or are they just going to continue to ignore it and hope it goes away?
- 73) The Board had a General Business item to appoint liaisons to the venues and then without a General Business item you "fire" Trustee Tonking and appoint Trustee Schmitz – I don't think that was legal – would you care to comment?
- 74) Has any Trustee filed a Voter Integrity Complaint in the last 6 months? If yes, was it more than one and what was the subject matter?
- 75) After the issues with the application and selection of the Capital Improvement Committee, why would the Board suggest any future committee could self-appoint and not follow the vetting process that the Board has previously approved?
- 76) How did the Board handle the resignation of Mr. Homan from the audit committee, where he cited ethical problems and interference by Trustee Schmitz?
- 77) Who decided to change 50 years of practice and not have the GM at the Board meeting with the Trustees – and when was it decided – since it was implemented before the new Board was installed and elected officers?
- 78) Since in 2021 & 2022 Trustees Tulloch, Schmitz, and Dent were all either Trustees, on the Audit Committee, why suddenly in 2023, is there a big problem with the Finance Department and the concern about fraud?
- 79) How was the GM protected from retaliation by Trustee Schmitz for protecting employees from her ongoing interference?
- 80) Some vocal parcel holders want to dismantle IVGID completely. Given the numerous management vacancies, continual micromanagement, and inability for staff to get things done, it seems like the Board is bringing this parcel holders wish to fruition. How do you respond to this concern?

- 81)What do you think the Public should think when Cliff Dobler boasts, “I own the Board”?
- 82)How did public outcry over the departure of the GM affect your actions in this event? How did you encourage him to stay?
- 83)~~Why do we need a forensic audit – with a current budgeted cost of \$150,000, plus a new position for Internal Auditor – plus the regular annual audit – plus an Assistant Finance Manager – when there is no indication of any fraud – and only evidence that a new computer system, too many special projects, and too little staff have caused the current financial backlog? This is wasting at least \$150,000 which could be used to fix the Tennis Courts, provide Spanish language services to the community survey tool, or any of the many projects that could actually benefit IVGID parcel holders.~~
- 84)Why was Dobler, who admitted to contributing to some of the Trustees’ campaigns, put on the Long Term Capital committee when his behavior on the Audit Committee the prior year caused problems within the Committee and the Staff?
- 85)~~Bobbie McGee, the Interim Finance Consultant, has reported that in his opinion, IVGID’s financial backlog issues are connected to implementing the new Tyler system and managing too many special requests, without enough staff. How does doing a forensic audit at the cost of \$150,000 to \$1 Million fix either of these?~~
- 86)The Board is Responsible for providing a Safe working environment for employees – and Board members are not allowed to interfere or involve themselves with the staff – but only interact with the GM. Why is it that employees continue to complain about inappropriate behavior by parcel holders and interference by certain board members and seemingly nothing is done?
- 87)How is this Agenda item Clear and Complete, which is required by NRS? You are in direct OML violation by continuing.
- 88)Why doesn’t the Board talk about the ongoing IVGID management vacancies – but authorizes layer after layer of audits and consultants?
- 89)While the board has not discussed venue privatization and contracting out venues, people financially supporting your campaigns have. Board decisions also seem to have been made prior to any board meeting, indicating some back-door discussions are happening. How can the public be guaranteed that privatization or contracting out venues will not be done?
- 90)Why are we ignoring actual recreational needs, such as fixing the tennis courts and instead, spending so much money on audits, when there is no evidence of any problems except lack of staff?
- 91)~~If it is true that you want to eliminate the golf clubs please explain why. If that is not true then explain why you think keeping the golf clubs is in the community’s best interest.~~
- 92)~~Are you going to dismantle the golf clubs? If so, how and when are you going to do it?~~

- 93) ~~Do you think you are treating all of our golf clubs equally? If not, in what way or ways are they not being treated equally? And if they aren't being treated the same can you explain why?~~
- 94) ~~What is it that you have against the golf clubs?~~
- 95) ~~Do you believe this community's golf groups are a good revenue source?~~
- 96) ~~Will eliminating golf clubs that guarantee substantial revenue be a positive or negative?~~
- 97) ~~What do you, Sara, know about golf and how clubs operate?~~
- 98) ~~If the gymnastics structure were built in the future, what are the estimated costs for maintenance and upkeep?~~
- 99) ~~How can you possibly say you are transparent when you do things that are so under the rug and secretive, only disclosing after the fact?~~
- 100) ~~Why did the Board of Trustees think they had a right to infringe on the 14th Amendment of the US Constitution by questioning LLC's as a legal of title? Isn't this discrimination and way outside of the Trustees purview and jurisdiction?~~
- 101) ~~Why do members of this Board keep inferring, through the Audit Committee, that fraud MAY have been committed with absolutely zero proof from the County or the State?~~
- 102) ~~When a Trustee is overstepping their boundaries and there are boundaries, what actions are taken to remedy the situation?~~
- 103) ~~The volunteer dog geese patrol has been a great success. How is it that a dog member of that patrol, owned by a Board trustee, is blind, must remain on a leash, and walks the beach during non-patrol hours... while other parcel holders cannot walk their dogs on the beach?~~
- 104) ~~The Chair should ensure the Board effectively governs IVGID and that trustees work well together. How does he think this is going?~~
- 105) ~~The Board had a General Business item to appoint the venues and then without a General Business item, you "fire" Trustee Tonking and appoint Trustee Schmitz – I don't think that was legal – Would you like to comment?~~
- 106) ~~Why is the Board focus always on finances – not recreational benefits? For example, the Board recently bemoaned that the beach goers only spent \$2.50... as if the goal was for Beach goers to spend \$25. Isn't the purpose to let parcel holders use the beach, not for IVGID to extract the most money it can from us. Do any of the Board members actually use the facilities – or do you just see potential profit centers everywhere? What do you think the public should think when Cliff Dobler Boasts, "I own the Board"?~~
- 107) ~~Who decided to ignore the longstanding, pyramid policy for cost reimbursement, where pricing is based on 0, 25%, 50%, and 75% of cost based on community versus personal benefits? The practice has been that the basic \$650 annual recreation fee pays for most of the package of recreational venues, with additional charges added based on a pyramid approach. This approach is how Incline properties have been marked=ted and sold since the early 1970's.~~

- Who decided to flip the pricing so the individual fees are first, with the basic annual fee optional?
- ~~108) What is the rationale behind locking down the beaches using gates when this doesn't seem to be a problem? Isn't signage enough?~~
- ~~109) Why are you not allowing the IVGID employees access to the beaches?~~
- 110) Why are there no women on the Golf advisory committee?
- 111) Why did the Board of Trustees select the Village Green as the location for a dedicated dog park without consulting the community?
- ~~112) Has any trustee, in the past 6 months, requested a formal Advisory Opinion from the Nevada Commission of Ethics?~~
- ~~113) Do you think a blind Goose Patrol Dog can be effective? If so, why?~~
- ~~114) Can you speak to your plans to address the gaps, opportunities, and recommendations outlined in the Moss Adams report?~~
- ~~115) When will board members start supporting each other?~~
- ~~116) Question for Mathew Dent: why do you allow members of the angry 8 to continually be disrespectful, assaulting, slanderous, and unprofessional? This does not represent our community in any way. Why do you allow this and is there no decorum for public comments?~~
- 117) It seems that in addition to making repetitive, generally negative comments at each board meeting, some parcel holders also submit endless public request documents, endless emails, make phone calls, have meetings with Board members, and finance campaign costs to push their point of view. This is happening while people who come and make statement at the public meeting seem to be ignored. How should this problem be resolved?
- ~~118) Will each question submitted at this Townhall be responded to?~~
- 119) Are you or someone else prescreening the submitted questions and if yes, why?
- ~~120) You have been accused of wanting to change this community into a vacation destination without regard to the model that Incline was successfully built on. Do you deny it? Have you received community support of such an action?~~
- ~~121) Was your latest training session with Governance Sciences posted? And why wasn't the public invited?~~
- ~~122) What practices from your training have you put to use?~~
- ~~123) Why do whistleblower complaints get submitted to the Audit Committee?~~
- ~~124) How do you decide what investments should be bonded versus paying cash?~~
- ~~125) Do you treat all staff members with respect?~~
- ~~126) What is an Enterprise fund? Please be as detailed as possible.~~
- ~~127) What does supporting staff look like to you?~~
- ~~128) When a Trustee is overstepping their boundaries what actions are taken to remedy the situation?~~
- ~~129) Please provide us any examples where public input has affected a board decision during 2023.~~
- ~~130) What has been done in 2023 to fix the tennis and pickle ball courts?~~

- 131) Why has this board refused to collect data instead of dismissing the pressing issue of staff morale?
- 132) There have been issues delineating between the boards role and what the management team's roles and responsibilities are. What do you feel this boards role should be?
- 133) Are the IVGID Bank accounts now reconciled through 09/30/2023? If not, what month are they recoiled through, and are there any outages?
- 134) The Board of Trustees is responsible for the oversight if the Districts financial reports and the systems of internal controls. When do you hold yourself accountable for the issues happening within IVGID?
- 135) Why were there no lifeguards at the beaches in 2023? Did IVGID's insurance rates for the beaches increase?
- 136) What Changes can you make to the whistleblower policy to ensure that IVGID employees can submit complaints without fear of retaliation?
- 137) What makes a Trustee a good Trustee? Details please.
- 138) You have hired a number of consultants – shat has been the benefit that the community has reaped from the spending of these dollars?
- 139) Why are so many of our Sr. Leaders departing?
- 140) There has been discussion to allow new senior managers to work remotely in order to fill vacancies. What are the tangible costs of having remote executives? Why were no efforts made to retain existing executives?
- 141) If a staff member has a complaint about a trustee, what happens? Please be detailed.

MEMORANDUM

TO: Board of Trustees

THROUGH: Kate Nelson, Interim Public Works Director

FROM: Richard Allen, Head of Fleet

SUBJECT: Review, Discuss and Possibly Authorize the Purchase Order Agreement utilizing Sourcewell Contract Pricing, for Six (6) Greensmaster Flex 1021 Mowers - 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #Rolling Stock; Vendor: Turf Star Western, in the amount of \$109,404.48. (Requesting Staff Member: Interim Public Works Director Kate Nelson)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Capital Planning Multi-Year Capital Planning Policy 12.1.0; Capital Planning Capital Project Budgeting Policy 13.1.0; Capital Expenditures Practice 13.2.0; Purchasing Policy for Goods and Services Policy 20.1.0.

DATE: October 25, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Approve a purchase order agreement to Turf Star Western, for six (6) Greensmaster Felx 1021 mowers utilizing Sourcewell Contract Pricing, for the total amount of \$109,404.48.

II. BACKGROUND

This purchase of the Toro Greensmaster Flex 1021 Mowers is part of the FY

23/24 Capital Improvement Program which has been approved by the Board of Trustees. The new equipment will be utilized by Golf Grounds Maintenance at the Championship Golf Course. The Fleet Superintendent has evaluated the various options and determined that the chosen equipment will best serve the District.

The golf grounds maintenance equipment purchases are part of a comprehensive program to replace the maintenance equipment for use at the Championship and Mountain golf courses. This ongoing program replaces daily use equipment on a scheduled cycle identified by maintenance cost records, oil analysis, visual inspection and overall condition. This is a vital link in assuring quality turf and ground conditions at the District golf courses, allowing current Fleet Mechanic staffing levels to provide the service and support needed for operations.

The six (6) Toro Greensmaster Flex 1021 Mowers to be purchased from Turf Star Western, are the replacement of the Toro Greens Mowers #797, #798, #799, #800, #801 and #802 at the Championship Course. The current green mowers are 6-years old and the cutting units have reached the end of their service lives. The existing mowers would require extensive overhaul, component replacement, significant repair downtime and costs to meet the service levels required to maintain the putting greens at the Championship Golf Course. There is currently an inventory of parts for these mowers as other similar units are in service.

III. BID RESULTS

The Department of Treasury launched the Federal Strategic Sourcing Initiative (FSSI) in November 2005, requiring agencies to identify commodities that could be purchased more efficiently through strategic sourcing. FSSI encourages cross-government collaboration and adoption of industry best practices. This allows the government to aggregate requirements; streamline processes; and leverage its buying power. As a result, best value and repeatable processes are created that can be used in any acquisition environment to drive down the cost of commonly purchased commodities.

Sourcewell, (previously NJPA) authorized under the Minnesota State Statute, is a Minnesota-based municipal contracting agency that provides nationally leveraged, competitively solicited and cooperatively shared procurement contracts to its member agencies. They state that they combine the buying power of 50,000 government, education non-profit organizations and they hold hundreds of competitively solicited cooperative contracts. The organization's mission is to assist in meeting the purchasing needs of clients in participating governmental units which could be better provided by the service cooperative than by the members themselves. The equipment proposed for purchase through Sourcewell was competitively solicited pricing and therefore Staff did not independently seek competitive bids.

Turf Star Western has exclusive Sourcewell contract sales rights for equipment brand and model. Consistent with the requirements of NRS 332.115.1.o, the purchase of supplies, materials, equipment or services that are available pursuant to an agreement with a vendor that has entered into an agreement with Soucewell or another federal governmental purchasing agency located within or outside this state are exempt from competitive bidding requirements.

The District received six (6) separate quotes for the mowers. However, these six (6) quotes have been included in one purchase order and is included in Attachment 1.

Description	Turf Star Quote #	Price	FY 23/24 Budget
Greenmaster Flex 1021	638873-00	\$18,234.08	\$18,500.00
Greenmaster Flex 1021	638874-00	\$18,234.08	\$18,500.00
Greenmaster Flex 1021	638875-00	\$18,234.08	\$18,500.00
Greenmaster Flex 1021	638876-00	\$18,234.08	\$18,500.00
Greenmaster Flex 1021	638877-00	\$18,234.08	\$18,500.00
Greenmaster Flex 1021	638878-00	\$18,234.08	\$18,500.00
Totals		\$109,404.48	\$111,000.00

IV. FINANCIAL IMPACT AND BUDGET

Approval of the purchase order agreement with Turf Star Western for the six (6) Toro Greensmaster Flex 1021 Mowers will result in a combined expenditure of \$109,404.48. The funding in support of these purchases is included in the FY23/24 Capital Improvement Budget; Fund: Community Services; Division: Golf; Project #: Rolling Stock;

Replaced equipment will be disposed of through an equipment auction. Although it is impossible to determine the exact revenue that will be generated from the sale, the estimated value of the Toro Green Mowers is \$1,500 each. Revenues from equipment sales are credited to the area where the funds were appropriated for the original equipment purchase.

V. ALTERNATIVES

Defer or eliminate replacing this golf grounds maintenance equipment and incur higher maintenance cost and increased equipment down time or complete loss of equipment usage.

VI. COMMENTS

In conclusion;

1. The six (6) Toro Greensmaster Flex 1021 Mowers, to be purchased from Turf Star Western, are the replacement of the Toro Greens Mowers #797,

#798, #799, #800, #801 and #802.

2. The six (6) greens Toro Greensmaster Flex 1021 Mowers will result in a combined expenditure of \$109,404.48. The funding in support of these purchases is included in the FY23/24 Capital Improvement Budget; Fund: Community Services; Division: Golf; Project #: Rolling Stock.
3. The proposed equipment purchase through Turf Star Western is a purchase through Sourcewell in the amount of \$109,404.48.
4. The proposed purchase is below the planned, budgeted and funded amount by \$1,595.52.
5. The District will be utilizing a purchase order agreement provided by the District legal counsel, which includes the agreement between Sourcewell and Turf Star Western.
6. The purchase agreement between the District and Turf Star Western has been approved by the District Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. ATTACHMENTS

1. Equipment Purchase Agreement_Turf Star Western

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

That the Board of Trustees makes a motion to:

1. Approve a purchase order agreement to Turf Star Western, for six (6) Greensmaster Flex 1021 mowers utilizing Sourcewell Contract Pricing, for the total amount of \$109,404.48.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EQUIPMENT PURCHASE AGREEMENT

This Equipment Purchase Agreement (“Agreement”) is entered into as of **October 26, 2023**, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”), and The Toro Company, dba Turf Star, Inc., a Delaware corporation with its principal place of business at 955 Beacon St, Brea, CA 92821 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1. DEFINITIONS.

A. “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit “A,” attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to District, ready for approval, testing and/or use as specified in Section 8, Schedule for Delivery.

C. “Solicitation” means the procedure followed, per NRS 332.115 1. (o). Proof of such Solicitation is included as Exhibit “B,” Sourcewell Solicitation Number: RFP #031121, contract with The Toro Company.

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit “A” specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without District’s written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit “A” as equal to any particular standard, District will decide the question of equality. When requested by District, Contractor will furnish District with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at District’s request.

Section 3. INSPECTIONS AND TESTS.

District shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit “A,” then without prejudice to any other rights or remedies, District may reject the Equipment or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair District’s right to reject nonconforming goods, irrespective of District’s failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or set forth in Exhibit "A," from the date of final written acceptance of the Equipment by District as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. District's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A. and Section 4.B., Contractor will, immediately after receiving notice from District, at the option of District, and at Contractor's own expense and without cost to District:

1. Repair the defective Equipment;
2. Replace the defective Equipment with conforming Equipment, F.O.B. District's plant, office or other location of District where the Equipment was originally performed or delivered; or
3. Repay to District the purchase price of the defective Equipment.

If District selects repair or replacement, any defects will be remedied without cost to District, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to District.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold District harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this Section 4, District will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit “A,” attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of District. No extra charges of any kind will be allowed unless specifically agreed to in writing by District’s authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to District hereunder; and (ii) all charges for packing, freight and transportation to destination. The anticipated complete purchase price for this equipment is **One Hundred Nine Thousand Four Hundred Four Dollars and Forty Eight Cents (\$109,404.48).**

Section 6. CHANGES.

District, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, District’s requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between District and Contractor and such change will be authorized by a change order document signed by District and accepted by Contractor.

Section 7. PAYMENTS.

A. Terms of payment are net thirty (30) days, less any applicable retention, after receipt of final invoice. Final payment shall be made by District after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment. All invoices shall be sent to Ronnie Rector, Public Works Contracts Administrator, at rlr@ivgid.org.

B. Payments otherwise due may be withheld by District on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect District against any liability arising out of Contractor’s failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, District may remove them at Contractor’s expense.

- C. Final payment for the Equipment, or any retention, will be made by District upon:
1. Written acceptance of the Equipment by District;
 2. Delivery of all drawings and specifications, if required by District;
 3. Delivery of executed full releases of any and all liens arising out of this Agreement; and
 4. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to District to indemnify District against any claim or lien at no cost to District.

D. Acceptance by Contractor of final payment pursuant to Section 7.C. will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against District, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, final payment by District will not constitute a waiver, release or discharge of any claims or demands which District then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered on or before **June 1, 2024**. Contractor must immediately notify District in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights District may have under this Agreement or at law, Contractor shall pay District the sum of \$100.00 per item of Equipment for each calendar day for which the item of Equipment is unavailable beyond the scheduled delivery date(s) specified above.

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that District can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to District written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of District. Contractor shall have no power or authority by this Agreement to bind District in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain District's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 14.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to District, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind District.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, District will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on District property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of District. Notwithstanding the foregoing, in the event that the District has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then District shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or District has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

Section 13. INDEMNIFICATION.

A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of

all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage;

3. Workers' Compensation in compliance with applicable statutory requirements; and

4. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give District, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-VII, licensed to do business in Nevada, and satisfactory to the District.

D. Evidence of Insurance. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before delivery commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 15. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold District harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY DISTRICT.

A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, District may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event District may obtain the Equipment by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If District's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to District.

B. District may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such

termination will be effective in the manner specified in such notice, will be without prejudice to any claims which District may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.

C. On receipt of notice under Section 16.B., Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,
2. Unless otherwise directed by District, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to District; and
3. Deliver only such portions of the Equipment which District deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

D. Upon termination pursuant to Section 16.B., Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that District will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, District will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

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

DISTRICT:

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson, Interim Dir. Of Public
Works

CONTRACTOR:

The Toro Company
8111 Lyndale Avenue South
Bloomington, MN 55420
Attn: Don Kittilsen

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the District under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the District.

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

D. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

H. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

I. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

J. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

L. District's Right to Employ Other Contractors. District reserves its right to employ other contractors in connection with the Equipment.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

N. Limitation of Liability. In no event shall this Agreement be interpreted to waive the limitations of liability applicable to the District set forth in NRS Chapter 41 or other applicable law.

O. Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the

Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

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

By: _____
Kate Nelson, P. E.
Interim Director of Public Works

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

Date

CONTRACTOR:
Turf Star, Inc.
Agreed to:

By: *Don Kittilsen*

Signature of Authorized Agent
Territory Sales Manager

Print or Type Name and Title
10/13/23

Date

EXHIBIT "A"
EQUIPMENT QUOTES



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638873-00

Prepared For: Travis Riley	Quote No: 638873-00
Incline Village Gen Improv	iQuote No: 135429
931 Fairway Blvd	Sales Person: Don Kittilsen
Incline Village, NV 89451	don.kittilsen@turfstar.com (916) 709-7104

*Sourcewell Pricing,
Incline Village General Improvement District Sourcewell Number is 91417
Quoted price is good through FY2024 and quoted unit is in stock*

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greenmaster Flex 1021	1	\$18,234.08	\$18,234.08	\$0.00	\$18,234.08
Totals:			\$18,234.08	\$0.00	\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638873-00

Configuration Product Details 010-Greenmaster Flex 1021

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
04860	Greenmaster Flex 1021	1	\$9,650.16	\$9,650.16	\$0.00	\$9,650.16
04864	14blade 21in Flex ES CU	1	\$5,139.42	\$5,139.42	\$0.00	\$5,139.42
04027	Narrow Wiehle Roller Asm	1	\$446.94	\$446.94	\$0.00	\$446.94
04648	Univ Groomer Drive Newgen DPA Greens CU	1	\$2,010.06	\$2,010.06	\$0.00	\$2,010.06
04802	21in Twin Tip Groomer	1	\$797.16	\$797.16	\$0.00	\$797.16
115-1881	BEDKNIFE-EDGEMAX, TOURNA MENT (21IN GR)	2	\$95.17	\$190.34	\$0.00	\$190.34
Totals:						\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638874-00

Prepared For: Travis Riley	Quote No: 638874-00
Incline Village Gen Improv	iQuote No: 136164
931 Fairway Blvd	Sales Person: Don Kittilsen
Incline Village, NV 89451	don.kittilsen@turfstar.com (916) 709-7104

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Incline Village General Improvement District Sourcewell Number is 91417
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Totals:			\$18,234.08	\$0.00	\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638874-00

Configuration Product Details 010-Greenmaster Flex 1021

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04648	Univ Groomer Drive Newgen DPA Greens CU	1	\$2,010.06	\$2,010.06	\$0.00	\$2,010.06
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115-1881	BEDKNIFE-EDGEMAX, TOURNA MENT (21IN GR)	2	\$95.17	\$190.34	\$0.00	\$190.34
Totals:						\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638875-00

Prepared For: Travis Riley	Quote No: 638875-00
Incline Village Gen Improv	iQuote No: 136165
931 Fairway Blvd	Sales Person: Don Kittilsen
Incline Village, NV 89451	don.kittilsen@turfstar.com (916) 709-7104

*Sourcewell Pricing,
Incline Village General Improvement District Sourcewell Number is 91417
Quoted price is good through FY2024 and quoted unit is in stock*

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greenmaster Flex 1021	1	\$18,234.08	\$18,234.08	\$0.00	\$18,234.08
Totals:			\$18,234.08	\$0.00	\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638875-00

Configuration Product Details 010-Greenmaster Flex 1021

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
04860	Greenmaster Flex 1021	1	\$9,650.16	\$9,650.16	\$0.00	\$9,650.16
04864	14blade 21in Flex ES CU	1	\$5,139.42	\$5,139.42	\$0.00	\$5,139.42
04027	Narrow Wiehle Roller Asm	1	\$446.94	\$446.94	\$0.00	\$446.94
04648	Univ Groomer Drive Newgen DPA Greens CU	1	\$2,010.06	\$2,010.06	\$0.00	\$2,010.06
04802	21in Twin Tip Groomer	1	\$797.16	\$797.16	\$0.00	\$797.16
115-1881	BEDKNIFE-EDGEMAX, TOURNA MENT (21IN GR)	2	\$95.17	\$190.34	\$0.00	\$190.34
Totals:						\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638876-00

Prepared For: Travis Riley	Quote No: 638876-00
Incline Village Gen Improv	iQuote No: 136166
931 Fairway Blvd	Sales Person: Don Kittilsen
Incline Village, NV 89451	don.kittilsen@turfstar.com (916) 709-7104

*Sourcewell Pricing,
Incline Village General Improvement District Sourcewell Number is 91417
Quoted price is good through FY2024 and quoted unit is in stock*

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greenmaster Flex 1021	1	\$18,234.08	\$18,234.08	\$0.00	\$18,234.08
Totals:			\$18,234.08	\$0.00	\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638876-00

Configuration Product Details 010-Greenmaster Flex 1021

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
04860	Greenmaster Flex 1021	1	\$9,650.16	\$9,650.16	\$0.00	\$9,650.16
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04648	Univ Groomer Drive Newgen DPA Greens CU	1	\$2,010.06	\$2,010.06	\$0.00	\$2,010.06
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115-1881	BEDKNIFE-EDGEMAX, TOURNA MENT (21IN GR)	2	\$95.17	\$190.34	\$0.00	\$190.34
Totals:						\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638877-00

Prepared For: Travis Riley	Quote No: 638877-00
Incline Village Gen Improv	iQuote No: 136167
931 Fairway Blvd	Sales Person: Don Kittilsen
Incline Village, NV 89451	don.kittilsen@turfstar.com (916) 709-7104

*Sourcewell Pricing,
Incline Village General Improvement District Sourcewell Number is 91417
Quoted price is good through FY2024 and quoted unit is in stock*

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greenmaster Flex 1021	1	\$18,234.08	\$18,234.08	\$0.00	\$18,234.08
Totals:			\$18,234.08	\$0.00	\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638877-00

Configuration Product Details 010-Greenmaster Flex 1021

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
04860	Greenmaster Flex 1021	1	\$9,650.16	\$9,650.16	\$0.00	\$9,650.16
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04648	Univ Groomer Drive Newgen DPA Greens CU	1	\$2,010.06	\$2,010.06	\$0.00	\$2,010.06
04802	21in Twin Tip Groomer	1	\$797.16	\$797.16	\$0.00	\$797.16
115-1881	BEDKNIFE-EDGEMAX, TOURNA MENT (21IN GR)	2	\$95.17	\$190.34	\$0.00	\$190.34
Totals:						\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638878-00

Prepared For: Travis Riley	Quote No: 638878-00
Incline Village Gen Improv	iQuote No: 136168
931 Fairway Blvd	Sales Person: Don Kittilsen
Incline Village, NV 89451	don.kittilsen@turfstar.com (916) 709-7104

*Sourcewell Pricing,
Incline Village General Improvement District Sourcewell Number is 91417
Quoted price is good through FY2024 and quoted unit is in stock*

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greenmaster Flex 1021	1	\$18,234.08	\$18,234.08	\$0.00	\$18,234.08
Totals:			\$18,234.08	\$0.00	\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638878-00

Configuration Product Details 010-Greenmaster Flex 1021

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
04860	Greenmaster Flex 1021	1	\$9,650.16	\$9,650.16	\$0.00	\$9,650.16
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04648	Univ Groomer Drive Newgen DPA Greens CU	1	\$2,010.06	\$2,010.06	\$0.00	\$2,010.06
04802	21in Twin Tip Groomer	1	\$797.16	\$797.16	\$0.00	\$797.16
115-1881	BEDKNIFE-EDGEMAX, TOURNA MENT (21IN GR)	2	\$95.17	\$190.34	\$0.00	\$190.34
Totals:						\$18,234.08

TORO

Greensmaster[®] Flex[™] 1018/1021

WALK GREENSMOWERS

FEATURES

Greensmaster Flex 1018/1021

Common Features:

- Heavy-duty, 3.5 hp (2.6 kW) Honda[®] engine for optimal power
- Patented Flex Suspension with proven DPA Cutting Unit technology
- Multiple, easy to configure clip rate settings
- Telescoping loop handle design with combined operational and safety bail
- Operational bail allows slowing down or a complete stop in tight turns without disengaging traction
- Rubber-mounted handle to reduce oscillation motion from walking for cutting consistency
- No greasing requirement and modular designs for labor saving maintenance
- Choice of cutting units (11 and 14-blade) to accommodate different cutting heights
- Excellent balance for superior tracking and easy turn around
- Squeeze service / parking brake for enhanced control
- Traction drive release lever for easy movement while the mower is off
- Tool-free cutting unit removal

Greensmaster Flex 1018:

- 18-inch (45.7 cm) width of cut
- Narrow mowing swath for narrow striping and superior ground-following over undulations
- Choose 11-blade or 14-blade reel provides a smooth, consistent cut resulting in superior ball roll

Greensmaster Flex 1021:

- 21-inch (53.3 cm) width of cut
- Superior quality of cut and reliable performance
- Choose 11-blade or 14-blade reel for superior performance in any mowing condition

Superior putting starts with superior cutting.

The new Toro Flex Series mowers deliver the new standard of pristine greens that top courses demand. Offering the choice of 18" (45.7 cm) or 21" (53.3 cm) width of cut, the Greensmaster Flex 1018 and Flex 1021 models include a patented Flex suspension.

This allows the cutting unit to easily follow the contours of the green – delivering a superior quality of cut. Both models boast new innovative controls and design features

that synchronize the operator and the machine to help eliminate operator influences on cut consistency. The new Greensmasters feature a telescoping loop handle that customizes in seconds to an individual operator's size for comfort and reduced fatigue, ensuring a consistent, immaculate cut. These units are designed for minimal maintenance and a long, productive life to save labor and operational costs.

**EdgeSeries[™] Reels****Call your Toro distributor at 800-803-8676**



Greensmaster® Flex™ 1018 & 1021 Specifications*

	GREENSMASTER FLEX 1018, MODEL 04850	GREENSMASTER FLEX 1021, MODEL 04860
ENGINE	Honda GX120 - 3.5 hp (2.6 kW) @3600 rpm, gasoline with integral lighting coil.	
FUEL CAPACITY	2.1 qts (2L)	
FRAME	Fully modular design allows quick disassembly for service / maintenance of all major components.	
TRACTION DRIVE	Full gear drive transmission with integral traction differential and traction drive disconnect to ease movement during service/maintenance operations. Interchangeable drum drive gear cases.	
TRACTION DRUM	Tapered traction drum for improved after cut appearance.	
GROUND SPEED	Mowing Speed: 2.0 mph (3.2 km/h) to 3.5 mph (5.6 km/h)	Transport Speed: 5.3 mph (8.5 km/h)
CLUTCH	Externally-mounted two sided dry disc clutch actuated by dual motion bail.	
BRAKE	Service/parking – band type.	
CUTTING UNIT DRIVE	Quick-change dual-speed gear drive, combined with positive drive belt – 4 possible reel speeds/clip settings.	
CUTTING UNIT ATTACHMENT	Tool-free cutting unit removal for service/maintenance or cutting unit exchange for different uses.	
CUTTING UNIT OPTIONS	11-blade cutting unit 14-blade cutting unit	
CONTROLS	Engine mounted: recoil starter, choke, fuel shutoff. Handle mounted: on/off switch, throttle lever, dual motion traction / safety bail, reel engage lever, service/park brake lever, hour meter, light switch (optional).	
HANDLE	Loop handle with telescoping adjustment with 5" (12.7 cm) total travel, rubber isolated to minimize operator influence during mowing.	
TRANSPORT TIRES / KICKSTAND	Optional – Two, quick-detachable pneumatic tires (3.00X3.25-6). Kickstand is standard.	
WIDTH OF CUT	18" (45.7 cm)	21" (53.3 cm)
HEIGHT OF CUT RANGE	For Greens: (Spacer Position One) 0.062" to 0.250" (1.5 mm to 6 mm) For Tees: (Spacer Position Two) 0.125" to 0.500" (3 mm to 12 mm) High Height of Cut Kit: 0.375 to 1.00" (9 mm to 25 mm)	
WEIGHT	267 lbs (121 kg) with 11-blade cutting unit, aluminum Wiehle roller.	275 lbs (125 kg) with 11-blade cutting unit, aluminum Wiehle roller.
MAINTENANCE REQUIREMENTS	No daily greasing required.	
CERTIFICATION	Designed in accordance to applicable ANSI and CE specifications.	
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.	

GREENSMASTER FLEX 1018 ACCESSORIES

CUTTING UNITS & REEL OPTIONS		GROOMER OPTIONS	
04853	11-Blade Flex ES Cutting Unit	04648	Universal Groomer Drive
04854	14-Blade Flex ES Cutting Unit	04801	Twin Tip Groomer Blade ASM
		04268	Grooming Brush – Soft
		04269	Grooming Brush – Stiff
BEDKNIFE OPTIONS		SCRAPER/BRUSH OPTIONS	
117-1530	EdgeMax™ Microcut Bedknife	120-9615	Narrow Wiehle Roller Scraper Kit
110-2300	Extended Microcut Bedknife	120-9621	Narrow Wiehle Roller Scraper/Brush Kit
110-2301	Lowcut Bedknife	120-9616	Wide Wiehle Roller Scraper Kit
117-1532	EdgeMax™ Tournament Bedknife	120-9622	Wide Wiehle Roller Scraper/Brush Kit
139-4318	EdgeMax™ Short Microcut Bedknife	120-9617	Smooth Roller Scraper Kit
139-4319	EdgeMax™ Short Tournament Bedknife	120-9623	Smooth Roller Scraper/Brush Kit
98-7260	Tournament Bedknife		
98-7261	Microcut Bedknife		
ROLLER OPTIONS		TRACTION UNIT ACCESSORIES	
04026	Narrow Wiehle Roller ASM	04135	LED Light Kit
140-3441	Wide Wiehle Roller ASM	04136	Push Broom Kit
04814	Full Roller ASM	04123	Wheel Kit
140-9214	Extended Narrow Wiehle Roller ASM	139-4342	Backlap Access Kit
115-7361	Roller Extension Kit	139-4369	Wireless Hour Meter
TOOLS AND MAINTENANCE OPTIONS			
04399	Turf Evaluator		
125-5610	Paper – Reel		
125-5611	Shim – Reel		
94-9010	Height of Cut Adjustment Bar		
131-6828	Angle Indicator		
131-6829	Mount-Angle Indicator		

GREENSMASTER FLEX 1021 ACCESSORIES

CUTTING UNITS & REEL OPTIONS		GROOMER OPTIONS	
04863	11-Blade Flex ES Cutting Unit	04648	Universal Groomer Drive
04864	14-Blade Flex ES Cutting Unit	04802	Twin Tip Groomer Blade ASM
		04270	Grooming Brush – Soft
		04271	Grooming Brush – Stiff
BEDKNIFE OPTIONS		SCRAPER OPTIONS	
115-1880	EdgeMax™ Microcut Bedknife	125-3503	Narrow Wiehle Roller Scraper Kit
108-4303	Extended Microcut Bedknife	115-7377	Narrow Wiehle Roller Scraper/Brush Kit
108-4302	Extended Tournament Bedknife	125-3504	Wide Wiehle Roller Scraper Kit
115-1881	EdgeMax™ Tournament Bedknife	115-7378	Wide Wiehle Roller Scraper/Brush Kit
139-4320	EdgeMax™ Short Microcut Bedknife	125-3505	Smooth Roller Scraper Kit
139-4321	EdgeMax™ Short Tournament Bedknife	115-7379	Smooth Roller Scraper/Brush Kit
63-8610	Fairway Bedknife		
93-4262	Microcut Bedknife		
93-4263	Tournament Bedknife		
93-4264	Low Cut Bedknife		
94-6392	High Cut Bedknife		
ROLLER OPTIONS		TRACTION UNIT ACCESSORIES	
04027	Narrow Wiehle Roller ASM	04135	LED Light Kit
04825	Wide Wiehle Roller ASM	04136	Push Broom Kit
04815	Full Roller ASM	04123	Wheel Kit
04028	Paspalum Roller ASM	139-4342	Backlap Access Kit
04029	Extended Narrow Wiehle Roller ASM	139-4369	Wireless Hour Meter
04249	Split Full Roller ASM		
04250	Split Narrow Wiehle Roller ASM		
107-3510	Narrow Wiehle Roller ASM – Steel		
115-7361	Roller Extension Kit		
TOOLS AND MAINTENANCE OPTIONS			
04399	Turf Evaluator		
125-5610	Paper – Reel		
125-5611	Shim – Reel		
94-9010	Height of Cut Adjustment Bar		
131-6828	Angle Indicator		
131-6829	Mount-Angle Indicator		

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. Consult your local Toro Distributor.

EXHIBIT "B"

SOURCEWELL SOLICITATION NUMBER: RFP #031121, CONTRACT WITH THE TORO COMPANY

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Vendor's written warranty for such item. Other than the warranties in this paragraph and Vendor's express written warranty for its product, Vendor expressly disclaims all other warranties, express or implied. Vendor agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including injury or death to persons or property and attorneys' fees, alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. A Party will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

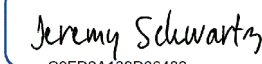
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

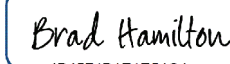
22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

The Toro Company

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/28/2021 | 12:24 PM CDT

DocuSigned by:

 By: 4B4574B1E1E54C4...
 Brad Hamilton
 Title: Group VP
 Date: 4/29/2021 | 4:07 PM CDT

Approved:

DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coauette
 Title: Executive Director/CEO
 Date: 4/29/2021 | 4:31 PM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: The Toro Company
Does your company conduct business under any other name? If yes, please state: Toro
Address: 8111 Lyndale Avenue South
Bloomington, MN 55420
Contact: Jon Stodola
Email: jon.stodola@toro.com
Phone: 612-597-3224
Fax: 612-597-3224
HST#: 41-0580470

Submission Details

Created On: Tuesday January 26, 2021 08:26:53
Submitted On: Wednesday March 10, 2021 16:49:38
Submitted By: Jon Stodola
Email: jon.stodola@toro.com
Transaction #: a9949e16-696c-4bd0-8278-1f0375b1ebb6
Submitter's IP Address: 76.113.144.182

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Toro Company
2	Proposer Address:	8111 Lyndale Avenue South Bloomington, MN 55420
3	Proposer website address:	www.toro.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brad Hamilton, Group VP 8111 Lyndale Avenue South Bloomington, MN 55420 952-887-8815 Brad.Hamilton@toro.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jon Stodola, Government Contracts Manager 8111 Lyndale Avenue South Bloomington, MN 55420 612-597-3224 Jon.Stodola@toro.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis.</p> <p>We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites.</p> <p>Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world.</p> <p>The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Montana, Minnesota, Ohio, Virginia, and Ontario Canada.</p> <p>Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of hundreds of Landscape Contractor and Siteworks Systems dealers throughout the US and Canada.</p> <p>All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.</p> <p>Our Purpose: To help our customers enrich the beauty, productivity, and sustainability of the land.</p> <p>Our Vision: To be the most trusted leader in solutions for outdoor equipment. Every day. Everywhere.</p> <p>Our Mission: To deliver superior innovation and to deliver superior customer care.</p> <p>For more information, visit www.toro.com.</p>
8	What are your company's expectations in the event of an award?	<p>Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes.</p> <p>We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment.</p> <p>Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals.</p> <p>For fiscal year 2020, The Toro Company achieved nearly \$3.4 billion in net sales (a 7.7% increase over fiscal year 2019), and \$327.7 million in net earnings. See the attached (The Toro Company_Fourth-Quarter and Full-Year Fiscal 2020 Results) for more details.</p> <p>In addition, attached is a summary of Toro's financial condition according to Dunn & Bradstreet (Attachment: BnBi THE TORO COMPANY Feb 19 2021 (002).pdf)</p>

10	What is your US market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
11	What is your Canadian market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>The Toro Company would best be described as a manufacture.</p> <p>As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers.</p> <p>For our Commercial Division, which makes up approximately 90% of our Government Contracts business, we have 26 distributors throughout the United States and Canada with many satellite offices to meet your needs. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products.</p> <p>BOSS Snowplow provides sales and service support through 228 Distributors in the United States and Canada. Within a Distributor protected sales territory they also set up a network of Dealers to quickly and effectively service the customer. Our Distributors and Dealers handle all aspects of the customer experience including sales, ordering, registration, installation, service, and warranty. The attached list of 228 Distributors will provide information on their location, contact, and which BOSS Products they are qualified to support. The BOSS Technical Service and Customer Service Departments provide factory support and training to all Distributors and Dealers and we pride ourselves on providing World-Class service to all levels of customer. Feedback from our Customers and Dealers allows BOSS to continuously improve our product. We communicate these improvements through Service Bulletins, Training Videos, Technical Manuals, and Web-based training.</p> <p>Similar to BOSS, Toro's LCE, SWS, and RESCOM Irrigation divisions provide service and support through a combined network of more than 5,500 dealers/distributors, throughout the United States and Canada.</p> <p>For a complete list of Distributors and Dealers, please reference the attached file (Toro Distributor_Dealer List 2021).</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electromagnetic compatibility) regulatory arrangements.</p> <p>The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota, a Business License from the State of Washington, a manufacturer license from the Arizona Department of Transportation, and a license as a Recreational Product Manufacturer from the Louisiana Motor Vehicle Commission. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporate in Delaware: California, Colorado, Florida, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Nebraska, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin.</p> <p>Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate.</p> <p>In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Toro has not been under any suspension or disbarment within the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>a) Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground for electric equipment. Toro's first electric Dingo, the wheeled e-Dingo 500, is a small machine delivering environmentally friendly performance both indoors and outdoors, and we look forward to seeing more electric compact equipment like it in the coming years.</p> <p>b) Innovative Iron Awards, 2020 – The Toro e-Dingo Selected as a “game-changer” for its zero emissions and lithium-ion battery.</p> <p>c) Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall.</p> <p>d) Rental Magazine 2020 Editor's Choice Award - The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental</p> <p>e) Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software.</p> <p>f) Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike.</p> <p>g) Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders.</p> <p>h) The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.</p> <p>i) The Toro Company is the leading “smart” irrigation products manufacturer, having receiving multiple accolades and awards from the Irrigation Association®, EPA, and others, for their innovative and water-efficient products. Some examples of unique Toro irrigation products include Precision™ Series Spray Nozzles with patented oscillating stream technology that delivers water savings of up to 35 percent when compared to competitive fixed spray nozzles; the T5 RapidSet® ¾” gear-driven rotor and its patent-pending tool-free arc adjustment feature; the cutting-edge EVOLUTION® Series irrigation controller and its multiple wireless add-on devices that enable performance advances, such as web connectivity, soil moisture sensing, and automatic weather-based schedule adjustments; and a full line of drip irrigation products, such as DL2000™ dripline and its patented ROOTGUARD® technology that allows it to be buried below ground to virtually eliminate the water waste seen through evaporation and runoff.</p> <p>j) The Toro GrandStand MULTI FORCE was a new product award winner in the May/June 2016 issue of Landscape and Irrigation's “Twenty for 2016 New Product Awards”. The award recognizes the GrandStand MUTLI FORCE as one of the standout new products to hit the market in 2016, based on innovation and application within the market. Endure</p> <p>k) The Toro Company received the Gold Medal for Innovation, awarded to the Toro Reelmaster 5010-H at demopark+demogolf 2015.</p>
17	What percentage of your sales are to the governmental sector in the past three years	<p>As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue for fiscal year 2020 by market segment and geographic location.</p> <p>Net Sales By Segment: Professional 75% / Residential 24% / Other 1% Net Sales By Product: Equipment 88% / Irrigation 12% Net Sales By Geographical Location: US 80% / International 20%</p>
18	What percentage of your sales are to the education sector in the past three years	<p>As we are a publicly-traded Company, Toro considers information about our customers confidential.</p>

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) NASPO ValuePoint Contracts - AK, HI, KS, KY, ME, MO, NE, NM, RI, SD, VA, WI b) Toro held State Contracts - AR, DE, NY, OH c) Toro Distributor held State Contracts - CA, GA, IA, IL, LA, MA, MD, MN, MS, NC, OK, OR, PA, SC, TN, UT, WA d) Cooperative Contracts - OMNIA Partners, Kinetic GPO As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) GSA Contract : GS-06F-0012R – Schedule 51v - Kansas City b) GSA Contract : GS-07F-5432R – Schedule 78 – Philadelphia As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Ramsey County Parks - Goodrich Golf Course	Charlie Miller, Superintendent	651-784-2500	*
City of Minneapolis Parks and Recreation Department	Dale Walker, Fleet Manager	612-313-7772	*
City of Lakeville Parks	Mark Kruse, Supervisor	952-985-2720	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$500-\$600K	\$5M - \$6M	*
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$300-\$600K	\$3M-\$4M	*
Confidential	Government	Nevada - NV	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$350-\$850K	\$2.5M-\$3M	*
Confidential	Government	Wisconsin - WI	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$250-\$400K	\$2.5M-\$3M	*
Confidential	Government	Colorado - CO	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$150K-\$1M	\$1M-\$1.5M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, and BOSS products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.</p>
24	Dealer network or other distribution methods.	<p>Most of our distributors and dealers are privately-owned companies that are the connection between Toro and the end-user customer. The sales managers of these companies will manage a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of these distributors/dealers with this proposal. See Distributor_Dealer List 2021 attached.</p> <p>All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.</p> <p>In addition, Toro has thousands of local dealers that represent Landscape Contractor products, Irrigation, Siteworks Systems, and Boss snow removal equipment throughout the US and Canada.</p>
25	Service force.	<p>Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 26 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide.</p> <p>The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The Toro Commercial Customer Care group operates a Voice of Customer program in North America that focuses on the end-customer service experience. Commercial distributors provide Toro their completed customer repair orders for the week or month then Toro contracts an independent 3rd party to complete customer experience surveys. The insights gained are used to correct processes and provide additional resources as we collectively strive to maintain a 9+ overall customer satisfaction index, which is above industry standard. See attached labeled (Question 26) Graphs) for rolling 12-month performance. These metrics along with additional operational metrics are factored into a distributor's overall annual performance rating which has specific incentives tied to it.</p> <p>Distributor response time:</p> <p>Response time is dependent on many factors but generally, our distributor partners respond to a customer call or email immediately and determine an agreeable time to service the equipment. Most distributors have field service capabilities that allow service work at the customer's site. Toro Commercial Customer Care measures our distributor on two performance metrics specific to service repair turnaround time and their ability to respond and repair a customer service issue in 6 calendar days or less.</p>

27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout the US.</p> <p>As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcwell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcwell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada.</p> <p>As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcwell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcwell agreements and provides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Toro has the ability to serve all participating entity sectors in the US and Canada through our distributor and dealer networks.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Participating entities in Hawaii, Alaska, US Territories, and Canada may be subject to additional freight charges. Any additional freight charges would be provided prior to purchase as a pass-through cost and included in the customer quote.</p> <p>Due to a difference in the buying structure and fluctuation in the US/Canada exchange rate, a separate price structure will be established for Canadian customers. Please reference pricing documents for details.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro University hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor, and answer questions.</p> <p>b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. Our marketing department will create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors and will be used at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers.</p> <p>c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.</p> <p>See the attached (Toro Marketing Samples) file for examples.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>a) The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquires directly about The Toro Company to Toro in order for The Toro Company to convert that inquire into a sale.</p> <p>b) Regarding the integration into our sales process, and beyond those referenced in response to question (32), Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events. See the (Toro Marketing Samples) attachment for an example of the co-branded flyer.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>All new and used equipment delivered to the customer includes one-on-one or group training provided by the salesperson and service staff. Their distributor salesperson can discuss these offerings as they are made available by The Toro Company. Local training is offered by each of our distributors and the educational content varies depending on the end user's needs. Group training may be offered as well. Dates and cost of training vary from year to year. Certificates of completion are issued to each attendee after completion of training classes.</p> <p>Operator safety training for all products are offered: online at Toro.com and a digital operator manual is provided with each new piece of equipment.</p> <p>Safety Video: https://www.toro.com/en/customer-support/education-and-tech-reference/operator-training</p> <p>The Toro Company also offers in-depth factory training at a reasonable cost to the end-user. This training takes place at Toro's World Headquarters in Bloomington, MN. The dates vary year by year. Topics include the following:</p> <ul style="list-style-type: none"> - Cutting Unit Technology: Cutting unit set-up and adjustments - Traction Units: Electronic and hydraulic systems diagnostics, troubleshooting, and testing - Tier4 Engine Systems: Overview of why and how they work - Spray Systems: Components, operation, and calibration - Toro Reel Cutting Units: How they really work - Open forum with engineering and other product experts - Diagnostics, InfoCenters, and more! <p>Additional training and reference materials found on Toro.com or in myTurf@toro.com</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>★ = Toro exclusive features</p> <p>GR3360/3370 Greensmaster eTriFlex models carry no hydraulic fluid and utilize all-electric components for traction, steering, lift, and cutting.</p> <ul style="list-style-type: none"> - All-Electric Traction, Steering, Lift & Reel Control – No onboard hydraulic fluid eTriFlex Models: - Engine/Generator Model, with Battery Assist Technology and up to 20% fuel savings. Constant 2,400 rpm and shrouded engine for amazingly quiet operation - Lithium-Ion Battery Model, 48-Volt virtually silent operation - ★ Radius Dependent Speed (RDS) System for Optimal Perimeter Cut - Advanced Cutting Performance o Double A-Arm ★ plus Link-System Suspension for superior contour-following o ★ Industry-leading Flex™ technology and DPA cutting units for easy adjustment and precision o ★ Lift-In-Turn feature combined with RDS provides a consistent cleanup cut - Highly Productive and Versatile o ★ “Slow-in-Turn” feature minimizes turf scrubbing that can occur during turn arounds o ★ Tool-Free, Quick-Change cutting units o ★ Lift-Gate Footrest for easy access to the center cutting unit <p>Greensmaster Walk greens mowers (flex & fixed head)</p> <ul style="list-style-type: none"> - ★ Flex Suspension with proven Dual Precision Adjustment (DPA) Cutting Unit technology - Multiple, easy to configure clip rate settings - ★ Telescoping loop handle design with combined operational and safety bail - Operational bail allows slowing down or a complete stop in tight turns without disengaging traction - ★ Rubber-mounted handle to reduce oscillation motion from walking for cutting consistency - No greasing requirement and modular designs for labor-saving maintenance - Excellent balance for superior tracking and easy turnaround - ★ Tool-free cutting unit removal <p>Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours!</p> <p>EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance—all while delivering a phenomenal quality of cut.</p> <p>myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing</p>

maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.

Toro Genuine Parts

Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support

Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job

DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.

Groundsmaster 3200/3300

The innovative tilt-up deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible. Enhanced climbing and hillside stability – CrossTrax all-wheel drive is based on the innovative Toro Series/Parallel™ design. If one of the front tires begins to slip, power is transferred to the opposite rear tire for optimum traction. Heavy-duty, 7-gauge steel decks with a front bullnose and side bumpers paired with the industry's toughest spindle assembly for extended product life. INFOCENTER™ CONTROL PANEL Real-time information delivered to the operator's fingertips for ultimate control.

Outcross 9060

Don't mistake the Outcross 9060 for the agricultural tractors often found on golf courses and sports fields. It is not a tractor! The Outcross 9060 does all the work of a tractor AND a super-duty utility vehicle without the headaches often associated with operating each in turf maintenance applications. Outcross's 4-wheel steering makes it highly maneuverable, stable, and extremely turf-friendly. Its electronically-controlled traction drive and low center of gravity help it traverse side hills and challenging terrain. The Outcross 9060 has a hydrostatic drive system, eliminating the need for an operator who is proficient with the complicated controls and shifting commonly associated with a traditional tractor. Simply select forward or reverse, and drive! Pre-set parameters and programable "guardrails" ensure the operator is productive while keeping them from operating outside the manager's specifications. Simple one-action operation of complicated attachments, such as an aerator, keeps the operator focused on the task at hand. Cruise control, shuttle shifting, a passenger seat, and intuitive controls add to the ease-of-use and efficiency. Save money by maintaining one machine instead of two or three. Spread fertilizer and seed more accurately to reduce waste. With three-point, drawbar, bed, and loader capabilities, productivity comes standard. Outcross owners can mow grass, spread fertilizer, load sand, haul a pallet of sod, aerate, top dress, remove snow and ice, blow leaves, prune roots, spread seed, tow a trailer, sweep a path, chop wood, and much, much more.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Sustainability is not a new concept for The Toro Company. It is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land.</p> <p>At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. Please see: https://www.thorocompany.com/sustainability/sustainability-endures</p> <p>Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, our Reelmaster® 5010-H and Greensmaster® eTriFlex™ hybrid mowers provide fuel savings over comparable mowers, plus they reduce noise levels and operating costs for our customers. In addition, the new e-Dingo is designed to provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies.</p> <p>Key sustainability initiatives and accomplishments include:</p> <ul style="list-style-type: none"> • Deepening commitment to diversity, equity, and inclusion. In addition to designating DEI as part of the formal responsibilities within Toro's human resources team, the company is broadening the lens from workforce and workplace practices to seeking out synergies with supplier management practices and philanthropic giving. • Employee health and safety is a paramount value of Toro. Toro implemented a comprehensive environmental, health and safety data management system to help drive engagement and increased transparency for proactive safety performance. Toro saw reductions in both its total recordable injury and lost workday rates during fiscal 2020. • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • In Australia Toro refreshed its product packaging and received an "advanced" classification in a recent audit of sustainable packaging activities undertaken by the Australian Packaging Covenant, a government body. • We participate in a "closed loop" recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced "Cured-in-Place Pipes" whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. <p>Other sustainability-related awards include:</p> <ul style="list-style-type: none"> - Wyland National Mayor's Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>The battery chargers we use for our electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the "BC" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The Toro Company does not qualify for a WMBE, SBE, or Veteran owned business. However, most of our distributor/dealer partners are designated Small Businesses and several are Woman and/or Minority owned.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer. As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a product owner, the Sourcewell member is responsible for required maintenance and adjustments stated in the Operator's Manual. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim. When a warrantable condition exists, an authorized Toro distributor or dealer will repair the Product at no cost to the Sourcewell member, including applicable diagnosis, labor, and parts, excluding the following: <ul style="list-style-type: none"> - Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items. - Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain the Toro product per the Recommended Maintenance listed in the Operator's manual can result in claims for warranty being denied. - Product failures which result from operating the Product in an abusive, negligent, or reckless manner. - Parts subject to consumption through use unless found to be defective. Examples of parts that are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greaseable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc. - Failures caused by outside influence. Including, but not limited to, weather, storage, practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc. - Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards. - Normal noise, vibration, wear and tear, and deterioration. - Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc. 	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. The standard commercial equipment warranty covers the equipment for two years or 1500 operational hours, whichever comes first.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage of Toro Authorized distributor and dealer service personnel to diagnose and perform warranty repairs are covered by Toro, up to 1,000 total miles per claim.	*

45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Toro can provide warranty repair for all geographic areas in the US and for all Canadian Provinces through our authorized distributor and dealer networks.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Non-Toro brand attachments are not covered under Toro's Commercial warranty but the service can be provided by Toro distributors.	*
47	What are your proposed exchange and return programs and policies?	New, unused, uninstalled items are eligible for return or exchange and subject to a 15% restocking fee. In addition, any charges associated with return shipment from the returnee's specified location to a Toro distribution center will be the responsibility of the returnee. Used or installed items cannot be returned or exchanged. New, uninstalled Parts are to be returned at customer's expense within 90 days of purchase.	*
48	Describe any service contract options for the items included in your proposal.	<p>Our distributors may offer a variety of maintenance programs depending on the need of the customer. These range from Time and Materials type services, Preventive maintenance contracts, Full-Service maintenance contracts that include preventive maintenance and repairs. These programs are priced based on the specific needs of the customer, equipment age, and condition. The distributor can provide pricing for these programs on a local level.</p> <p>Toro has also developed a Web-based Asset Maintenance Management system called myTurfPro offering both free and subscription-based services.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are 0% 30 days for cash/check payments and EFT payments. *
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers.</p> <p>Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. Toro has partnership agreements in the US with two different finance companies, PNC Equipment Finance and TCF Equipment Finance. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing.</p> <p>Based on tax-exempt pricing (\$1 purchase option at end of lease term), the monthly lease rate is indexed to a spread not to exceed 470 basis points (BPS) over the like term US treasuries. Individual transaction pricing will be priced to the market based on specific transaction details.</p> <p>For Fair Market Value (FMV) leases, terms from three to five years will be available. The monthly payments will not exceed 3.5% of the award price (at 600 hours per year of use). Alternative hours and payment terms (skip pays, annual pays, etc.) can be quoted by one of our financing partners. At the end of the lease (assuming all terms and conditions of the lease have been met), the equipment may be returned (subject to turn-in requirements identified in the lease documents), renewed for an additional time, on mutually agreeable terms between the parties, or purchased at the then, fair market value of the equipment.</p> <p>In Canada, Toro's distributors hold direct relationships with financial institutions.</p> <p>As for LCE equipment, various additional special finance options are available through Toro's finance partners including, stated value and municipal lease options as well as no interest and low-interest fixed-term loans. For current offers, visit www.toro.com/finance.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Sourcewell members will submit purchase orders directly to an authorized Toro distributor/dealer.</p> <p>Sourcewell members can contact Toro directly to verify a specific dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator.</p> <p>Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract and provide contract pricing to Sourcewell members at the agreed-upon prices.</p> <p>Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement. *

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>For the contiguous United States, our pricing model is a discount off US MSRP that includes freight charges to the customer's dock.</p> <p>For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.</p> <p>Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<ul style="list-style-type: none"> • Toro Commercial products: 22% off current US MSRP • Bullseye Products: 5% off current US MSRP • Toro Landscape Contractor Equipment (LCE): 27% off current US MSRP • Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off current MSRP • Toro Golf Irrigation: 40% off current US MSRP • Toro Residential Commercial Irrigation: 40% off current US MSRP • Irritrol Irrigation Wholefoods, Attachments and Accessories: 40% off current US MSRP • Rainmaster Irrigation Wholegoods (RA): 35% off current US MSRP • Rainmaster Irrigation Parts (RB): 0% off current US MSRP • Sentinel Irrigation Wholegoods: 35% off current US MSRP • Large Commercial Rotors: 15% off current US MSRP • Site Works Systems (SWS) Equipment: 17% off current US MSRP • Ventrac Products: 12% off current US MSRP • Toro BOSS Snow Removal Products: 25% off current US MSRP • Used and Demonstrator equipment: pricing will be set by the distributor/dealer based on product condition, age, hours, etc. • Third-party attachments: distributors/dealers will set the price but will not exceed the list price and may include setup and freight charges.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Toro authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume..
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Toro authorized distributors/dealers may provide third-party equipment that attaches to Toro products. These products will be priced no higher than that products List Price. Freight and set-up fees may also apply to these products.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have identified the pricing and potential cost variations in items 53, 54, 55, and 56.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges for Toro equipment outside the contiguous United States are not covered as part of the product price. The Sourcewell members outside this area will be invoiced only for the actual costs of freight and delivery which can be provided at the time of order. Shipping costs will also be added for any third-party attachments purchased for Toro products.

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.</p> <p>Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Most products will be shipped from a distributor/dealer to the customer, but many of the products in the Landscape Contractor Equipment or Irrigation divisions may be available at the distributor/dealer location and may be picked up on-site.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing in our proposals is one of the most aggressive pricing structures offered to GPOs, cooperative procurement organizations, or state purchasing departments as a result of the reach and value provided by Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Toro Company will be paying all administration fees to Sourcewell for sales on this contract. Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with contract in order to receive rebate. Additionally, Toro may contact Sourcewell members purchasing Toro product under the Sourcewell cooperative purchasing contract to ensure member satisfaction. For our Commercial products we have a pricing system that allows our distributors to choose the Program pricing they need. We will have the Sourcewell pricing established in this system for them to select, and verification against this system will be used during the rebating process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Toro agrees to pay administrative fees to Sourcewell in the amount of 1.5% of all sales of whole goods and accessories, less freight, shipping, and set-up costs, associated with this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance.</p> <ul style="list-style-type: none"> • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.
68	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Toro provides a wide variety of Original Equipment Manufacturer (OEM) accessories and parts for unique configurations, and to increase the life of reliability of our equipment. Toro and our distributor/dealer network provide the latest technology to support the maintenance, repair, and warranty of Toro equipment.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	<p>myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.</p> <p>Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support</p> <p>Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.</p> <p>Also, see our response to question 25 for additional details on the serviceability of products (parts availability, warranty, and technical support).</p>
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	<p>Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours!</p> <p>EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance —all while delivering a phenomenal quality of cut.</p> <p>DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brad Hamilton, Group Vice President, The Toro Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

If the Applicant declares an actual or potential Conflict of Interest by marking the box below, the Applicant must set out below details of the actual or potential Conflict of Interest:

Toro does not believe we have an actual or potential Conflict of Interest. However, for the purpose of full transparency, The Toro Company has been in communication with Venture Products, Inc. (i.e. Ventrac) during the solicitation process, who we believe will be responding to this solicitation. The Toro Company acquired Venture Products, Inc. in March of 2020 and is one of several brands under the Toro Family of Brands.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 031121-TTC**

THIS AMENDMENT is by and between **Sourcewell** and **The Toro Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to Sourcewell and its Participating Entities, effective April 29, 2021, through April 30, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Vendor wishes to modify its pricing model to offer Product-category discounts off of current MSRP will apply as described in items 54-60. In Canada, the pricing model will be US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at the time of order, according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate: <https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/>
3. Vendor will offer a “Smart Value” volume discount that includes the following incentive for individual large orders.

Toro Commercial Purchases	Customer Goods	Toro Commercial Purchases	Customer Goods
\$ 150K - \$ 199K	\$ 4,500	\$ 550K - \$ 599K	\$ 22,000
\$ 200K - \$ 249K	\$ 6,000	\$ 600K - \$ 649K	\$ 24,000
\$ 250K - \$ 299K	\$ 10,000	\$ 650K - \$ 699K	\$ 26,000
\$ 300K - \$ 349K	\$ 12,000	\$ 700K - \$ 749K	\$ 28,000
\$ 350K - \$ 399K	\$ 14,000	\$ 750K - \$ 799K	\$ 30,000
\$ 400K - \$ 449K	\$ 16,000	\$ 800K - \$ 849K	\$ 32,000
\$ 450K - \$ 499K	\$ 18,000	\$ 850K - \$ 899K	\$ 34,000
\$ 500K - \$ 549K	\$ 20,000	\$ 900K*	\$ 36,000

Only single Purchase Orders (POs) on Toro Commercial Equipment qualify. Multiple POs may not be combined to qualify.

Vendor-authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume.

- 4. Vendor-authorized distributors/dealers may provide third-part equipment that attach to, or are used in, the configuration with any of Toro’s products. These products will be priced no higher than the products List Price.

Freight and setup fees may apply.

Vendor-authorized distributors/dealers may include setup fees – not to exceed 2% of the total Product cost, plus up to an additional 6% for cab-unit setups. Setup fees must be identified as a separate line- item on the quotation.

For the contiguous United States, delivery fees may be included at the distributor/dealer discretion – not to exceed 2% of the total product cost. Delivery fees must be identified as a separate line-item on the quotation.

For Alaska, Hawaii, US Islands, and Canada, freight and delivery fees may be included at distributor/dealer discretion – delivery fees not to exceed 2% of the total product cost; freight not to exceed actual pass-through costs. Freight and deliver fees must be identified as a separate line-item on the quotation.

- 5. Vendor will encourage and incent its authorized dealers to provide contract terms to Sourcewell members consistent with the terms of this Amendment; however, participation in the program described in the Amendment will be at the discretion of each Toro dealer.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
 Jeremy Schwartz, Chief Procurement Officer

Date: 10/29/2021 | 3:14 PM CDT

Approved:

DocuSigned by:
 By: Chad Coquette
 Chad Coquette, Executive Director/CEO

Date: 10/29/2021 | 3:28 PM CDT

The Toro Company

DocuSigned by:
 By: Brad Hamilton
 Brad Hamilton

Title: Group Vice President

Date: 10/29/2021 | 3:00 PM CDT

MEMORANDUM

TO: Board of Trustees

THROUGH: Kate Nelson, Interim Public Works Director

FROM: Hudson Klein, Principal Engineer

SUBJECT: Review and discuss the Total Project Cost for completion of Phase 2 of the Effluent Export Pipeline including the negotiated schedule of values, risk reserve, contingency, and administration/inspection requirements prepared for Guaranteed Maximum Price (GMP)2; 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2524SS1010 and provide direction on finalizing the CMAR contract for GMP2. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

- Budgeted Initiatives C - Work with CMAR and design consultants to finalize design and begin construction of the Effluent Export Pipeline Project.
- Budgeted Initiatives D - Allocate capital expenditures to maintain services and facilities.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policies 12.1.0 Multi-year Capital Planning; 13.2.0 Capital Planning Capital Expenditures; 21.1.0 Purchasing Policy for Public Works Contracts

DATE: October 25, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Approve Granite Construction as the CMAR for the Construction of GMP2.
2. Direct Staff to finalize a contract for the completion of Phase 2 of the Effluent Export Pipeline with Granite Construction as CMAR under GMP2 at the Nov. 8, 2022 Board of Trustees meeting.

II. BACKGROUND

On August 30, 2023, Staff presented a report to the Board summarizing the estimated total project cost for Phase 2 of the Effluent Export Pipeline inclusive of all design, administration and construction costs from GMP1 and the 100% Opinion of Probable Construction Cost (OPCC) for GMP2 following initial contract negotiations with Granite Construction, Construction Manager at Risk (CMAR). The OPCC was prepared in July 2023 and at that time, Staff were engaged in application processes for financial assistance from the US Army Corps of Engineers (USACE) under Section 595 of the Water Resources Development Act. Therefore, the July 2023 OPCC did not include a competitive subcontractor bidding process as the USACE requires completion of a formal project environmental assessment process prior to solicitation of public bids.

The July 2023 OPCC included a GMP2 construction cost estimate of \$39.8M, a risk reserve of \$7.5M, and \$2.85M in administrative and inspection costs (\$50.1M GMP2 total). Total project cost was estimated at \$64.1M, inclusive of \$14M for GMP1.

The revised total project cost is currently \$63.7M as outlined in the table below:

GMP1 Total Cost	\$14M (\$9.4M CMAR/\$1.5M Risk/\$3.2M Admin & Material Pruchase)
GMP2 Direct/Construction Cost	\$40.2M
Rosk Reserve (IVGID Controlled)	\$6.7M
Contract Contingency, Admin & Inspection	\$2.8M
TOTAL PROJECT COST	\$63.7M

The GMP2 project costs were developed by Granite and IVGID Staff following several project debrief meetings to review construction activity, safety practices, rock investigation, and lessons learned from GMP1. Final GMP2 cost figures were reviewed and negotiated during multiple cost-reconciliation, risk review, and project scheduling meetings with Granite personnel and IVGID Staff as well as two Trustees present for some of the review meetings.

Adjustments to unit rates, direct construction costs, and risk reserve incorporated increased productivity allowance, information from extensive investigation of existing rock formations (refer to Attachment A) along the GMP2 pipeline alignment, revised pressure testing methodology, CMAR project staffing utilization, formal material and subcontractor bids, and a reduction in the aggregate CMAR fee (refer to Section VI - Comments).

Once final pay applications and substantial completion for GMP1 is issued, Staff anticipates 'release' of remaining contingency, risk reserve (Attachment B), and unused administration and inspection fees. This is currently estimated at \$1M. Refer to Section IV -Financial Impact for additional description of the overall financial impact.

III. BID RESULTS

Granite completed subcontractor bid solicitation as part of the required CMAR process in September 2023; the bid results were opened in front of Staff on September 29 and October 3, 2023. The recommended selections were presented to Staff on October 3, 2023 and Staff agreed with the CMAR recommendations for subcontractor selection.

The selected subcontractor bid results are incorporated in the total project costs table presented in Section II - Background.

IV. FINANCIAL IMPACT AND BUDGET

The current total project cost estimate is \$63.7M; Staff anticipates a reduction to \$62.7M following the closeout of GMP1 and the 'release' of unused risk/contingency/admin budget. If the GMP2 risk reserve and contract contingency are not fully exhausted, there will be additional total project cost reductions realized at the completion of GMP2 and project closeout; for example, if half of the GMP2 risk reserve and contingency is used, the total project cost would be \$60.2M.

The total estimated funding needed to award GMP2 (inclusive of risk register), IVGID management, HDR, Inspection and Testing, Funding Administration, Contract Contingency, Start-up Design/Permitting is approximately **\$49,723,000**.

Funding currently available for the project is \$36.98M in remaining SRF Loan Funds, \$1.6M in EPA Community Grant Funds, and \$15.4M in Utility Funds, **totaling \$53,980,000**.

Staff continues to pursue Section 595 grant funding with the USACE for GMP2. Staff is currently awaiting the approved USACE amendment to the existing Project Partnership Agreement (PPA) for Effluent Pipeline project funding (Increment 2).

V. ALTERNATIVES

There are no advisable alternatives proposed by Staff at this time.

VI. COMMENTS

GMP2 includes an allowance for the previously agreed 14% CMAR fee. However, as part of GMP2 contract negotiations, Granite Construction recommended removal of the pipeline material purchase from direct pipe installation unit rate (subject to the 14% fee) and to instead apply a reduced 5% administration and handling fee to the material purchase. The result to the GMP2 overall CMAR fee was a net reduction from 14% to 12.7% (\$466k or 8% of total project CMAR fee).

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. ATTACHMENTS

1. ATTACHMENT A - Rock Investigation Summary
2. ATTACHMENT B - EEP GMP 2 Risk Register_

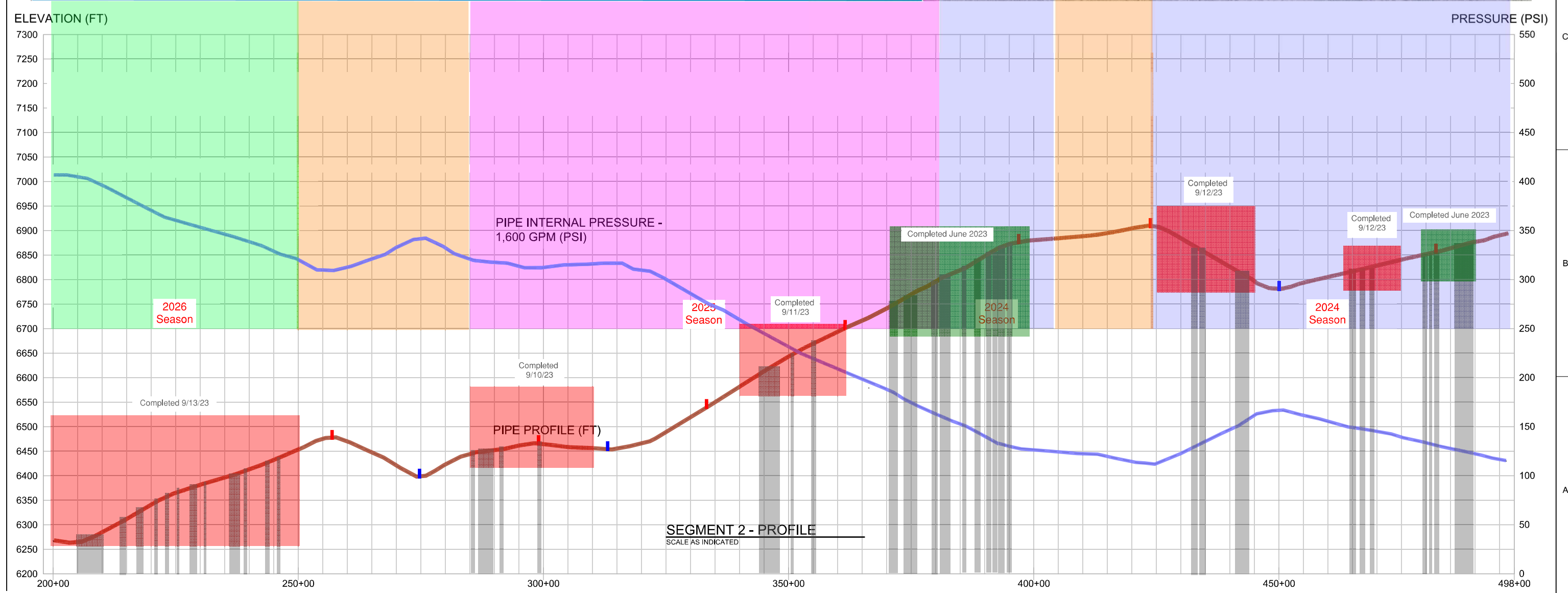
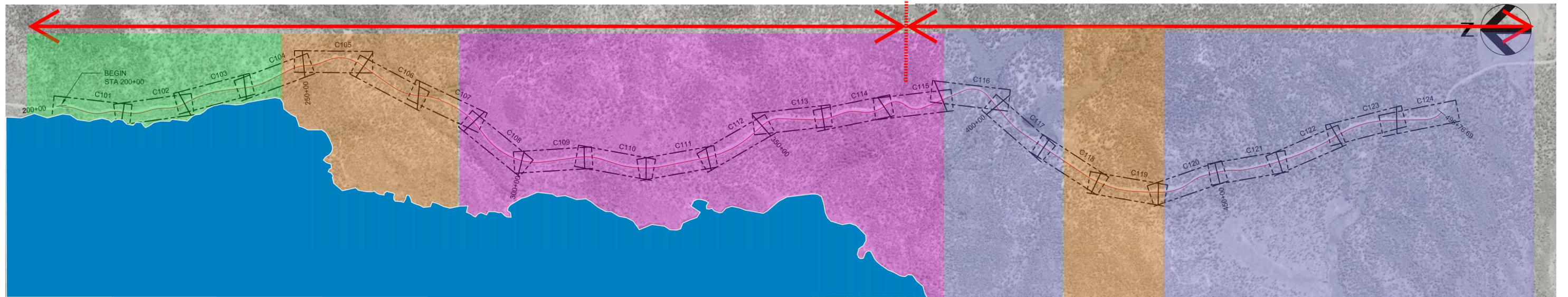
IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

That the Board of Trustess makes a motion to:

1. Approve Granite Construction as the CMAR for the Construction of GMP2.
2. Direct Staff to finalize a contract for the completion of Phase 2 of the Effluent Export Pipeline with Granite Construction as CMAR under GMP2.


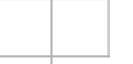
**Segment 2
(High-Pressure Zone)**

**Segment 3
(Low-Pressure Zone)**



Anticipated Rock Area vs. Confirmed Rock Locations (thru 9/13/23)

All phasing is approximate and subject to change.

-  - Indicates confirmed rock locations
-  - Horiz. Gridlines = 500LF (400+00 to 450+00 = 5,000LF)



IVGID Effluent Export Pipeline CMAR CONSTRUCTION (GMP 2) DRAFT - Risk Register					Quantitative Analysis				Comments
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost Impacts (\$)		Schedule Impacts (Working Days)		
					Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact	
3	New pipeline alignment conflicts with existing utilities and/or existing improvements. (i.e. existing IVGID effluent pipeline, NDOT crossings, fiber optic, etc)	GPR, Pothole, Design out, survey existing conditions, purchase additional fittings Coordinate with NDOT / adjacent contractors (i.e. new fiber line installation)	Cost & Schedule	20%	\$ 1,370,960.00	\$ 274,192.00	15	3	Conflict with existing pipeline alignment creating additional crossings or tie-in connection points. Encounter unknown culvert crossings or other utilities (Guardrail, Concrete Curb & Gutter, AC Curb Removal and Replacement)
6	Existing pipe discharge due to break or pipe failure (flooded trench, enviro release, etc) - outside of GC negligence	Emergency Response Plan, Repair parts on hand (in-stock) at local supply, etc. GC to make repairs and coordinate with IVGID operations throughout construction	Cost & Schedule	33%	\$ 796,500.00	\$ 262,845.00	15	4.95	Assume crew cost = \$20k/shift x 1 week x 3 seasons Traffic Control = \$11K/day x 1 week x 3 seasons GCs = \$18.5k x 1 week x 3 seasons Original Total = \$817,500



**IVGID Effluent Export Pipeline CMAR CONSTRUCTION
(GMP 2) DRAFT - Risk Register**

					Quantitative Analysis				Comments	
					Cost Impacts (\$)		Schedule Impacts (Working Days)			
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact	Original Comments	
7a	The exploratory rock drilling exploration from GMP 1 accounts for 15,500 of 24,000 LF of pipeline trench remaining to excavate. The unexplored length of 7,500 LF could still contain an unknown amount of unknown rock requiring rock breaking to install the pipe and appurtenances (i.e. Cathodic Protection anodes as shown in Corrosion Protection Details calling for installation minimum 5 to 10 feet horizontal distance from outside edge of pipeline and minimum 8 feet below the invert of the pipe).		Cost & Schedule	15%	\$ 2,418,000.00	\$ 362,700.00				
7	<p>Encounter hard rock that needs to be excavated in excess of what is included in budget which triggers T&M tracking and payment over 8-hours of hydraulic hammering at a given location. Anticipated hard rock that may trigger this could include bedrock and/or large non-excavatable boulders.</p> <p>One trigger would be in excess of 8 hours of hammering per week that affects the pipe crew's production.</p> <p>Another would be if production begins to be affected when the lay crew catches up to the hammer hoe and is unable to install additional pipe.</p> <p>Pipe crew is considered labor, equipment, hauling, and subcontractors necessary to complete typical pipe installation.</p>	<ul style="list-style-type: none"> - Improved quantification of known hard rock locations (to identify LF of trench) via GPR intel, followed up with pre-work package to include potholing (conventional or track-drilling). - Estimate includes Hammer Hoe attachment for nuisance rock - Rock-splitting to remove rock. - Correlate HDR PDR (June 2012) Rock excavation limits to current plan set 	Cost & Schedule	85%	\$ 2,657,796.00	\$ 2,259,126.60	35	29.75		



IVGID Effluent Export Pipeline CMAR CONSTRUCTION (GMP 2) DRAFT - Risk Register					Quantitative Analysis				Comments
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost Impacts (\$)		Schedule Impacts (Working Days)		
					Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact	
9	This is risk associated with ground water in excess of what GC can pump with a 2" sump pump and discharge onsite (Granite is considering this nuisance water). Triggered if Granite needs to apply for an NDEP dewatering permit (250 GPM and/or if water cannot be utilized in typical construction operations (i.e. moisture conditioning and dust control)).	Proper Permits & Dewatering Equip, coordinate with local agencies	Cost & Schedule	75%	\$ 100,000.00	\$ 75,000.00	4	3	Account for 500LF of overall pipeline length (near Bliss, Secret Creek, and Skunk Harbor)
12	Delay start of construction due to availability of materials, weather delay, permitting.	Identify & Order Early/Separate GMP	Cost & Schedule	66%	\$ 450,000.00	\$ 297,000.00	15	9.9	5 days of weather per season. \$11k/ day TC x 5 days x 3 seasons = \$165,000 \$18.5K/day GCs x 5 days x 3 seasons = \$277,500 Total Cost = \$442,500 Currently carrying an additional 15 days of weather in GMP 2 CPM (5 days per season). These days are in addition.
13	Escalations for fuel surcharges on trucking and welded steel pipe buy going above the bid day percentage. Agreement currently being reviewed (10/11/23)	Order Early/Separate GMPs/Identify Stockpile storage location options At for Construction Design, GC includes Labor and Equipment (less fuel) escalations. Materials escalations to remain as Risk	Cost	50%	\$ 913,000.00	\$ 456,500.00	0	0	5% year-over-year. Original Total = \$1,000,000



IVGID Effluent Export Pipeline CMAR CONSTRUCTION (GMP 2) DRAFT - Risk Register					Quantitative Analysis				Comments
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost Impacts (\$)		Schedule Impacts (Working Days)		
					Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact	
22	If NDOT right-of-way staging areas at Spooner Summit are not available for project use at time of construction.	Use IVGID property or other location outside of basin (i.e. bottom of US 50)	Cost	58%	\$ 3,340,200.00	\$ 1,937,316.00		0	Haul to dump hill site currently at \$2.93M. Haul to bottom of Spooner Summit in Carson City \$1.7M (most logical scenario, working on an agreement) w/14% markup included, Carson scenario = \$1,938,000
24	Emergency reposne - Wildfire / Traffic accident	Emergency Response Plan	Cost & Schedule	25%	\$ 1,221,000.00	\$ 305,250.00	66	16.5	GCs = \$18,500/day x 1 month x 3 seasons
25	Added requirement to modify traffic control plan/system to accommodate NDOT or reduce traffic risk	Add Pilot Car	Cost	20%	\$ 925,550.00	\$ 185,110.00		0	Pilot Car: 3 Seasons. Most likely time of season for need of pilot car is July/August during peak season.
27	Unforeseen Special Events (Races & Marathons not identified in contract)	Consult Stakeholders Early & Often	Cost & Schedule	30%	\$ 442,500.00	\$ 132,750.00	15	4.5	3 Seasons X 5 Days = 15 Days Traffic Control = \$11K/day x 15 days GCs = \$18.5k x 15 days
29	Unforeseen TRPA required remediation measures at staging yards and/or areas in project limits.		Cost	40%	\$ 100,000.00	\$ 40,000.00	0	0	Cost for potential need to permanently stabilize areas that Granite will need for staging and stockpiling. \$100k total remediation for all areas.
36	Material cost increases associated with BABA requirements per funding source.		Cost	40%	\$ 250,000.00	\$ 100,000.00	0	0	
Totals						\$ 6,687,789.60	282	71.60	

MEMORANDUM

Item G.4.

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim District General Manager

FROM: Bobby Magee
Interim Director of Finance

SUBJECT: Review, discuss and possibly approve augmentations to the Fiscal Year the 2023/24 approved budget to reflect carry-forward of available appropriations from the 2022/23 budget in support of ongoing capital improvement (per NRS 354.598005 procedures for augmentation) and other projects with funding provided in the prior fiscal year, subject to further context provided in the discussion and background sections of this memorandum, and the attachments hereto.

STRATEGIC PLAN: Long Range Principle #2 - Finance

DATE: October 25, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to approve augmentation of the 2023/24 approved budget to reflect carry-forward of available appropriations from the 2022/23 budget in support of ongoing capital improvement and other projects with funding provided in the prior fiscal year, subject to further context provided in the discussion and background sections of this memorandum, and the attachments hereto.

II. BACKGROUND

At the meeting of May 25, 2023, the Board of Trustees approved the District's 2023/24 budget which included Capital Improvement Program appropriations totaling **\$72,536,886** funded through **\$72,424,443** in new appropriations and **\$112,443** in net carry-forward appropriations from the 2022/23 capital budget supporting ongoing projects. In addition, the 2023/24 approved budget included capital plan expense items with appropriations totaling **\$1,379,500**.

The carry-forward appropriations included in the 2023/24 final budget approved on May 25, 2023 were limited to estimates of available General Fund appropriations supporting ongoing capital improvement and other projects funded in the prior fiscal year's budget.

Prior to 2021/22, the Board was asked to approve capital program carry-forward appropriations in conjunction with the approval of the annual budget, based on *estimates* of available funding expected to be remaining at the end of the fiscal year for specified projects. Starting with the adoption of the 2021/22 budget, Board action related to carry-forward appropriations has been deferred until early in the new fiscal year so that carry-forward appropriations are now based on *actual* funds available at the end of the fiscal year, rather than preliminary estimates.

III. DISCUSSION

This item recommends Board approval to carry-forward an additional **\$20,186,725** in available, unexpended 2022/23 capital budget appropriations to augment the 2023/24 budget for ongoing projects. Of this amount, a total of **\$14,202,265** represents encumbered appropriations as a result of executed contracts and purchase orders issued during 2022/23. The balance represents unencumbered appropriations for budgeted capital improvements, repair and maintenance projects, and equipment purchases that are planned to be implemented in the new 2023/24 budget.

Attachment A provides a listing of available 2022/23 capital budget appropriations recommended for carry-forward to the 2023/24 budget, totaling **\$18,440,942** across all funds. Attachment B provides a listing of available 2022/23 operating budget appropriations recommended for carry-forward to 2023/24 related to non-capital projects, in the amount of **\$1,745,783**.

The following table summarizes the recommended carry-forward appropriations from each category, across all funds:

Recommended FY 2022/23 Carry-Forward Appropriations

Fund	FY2022/23		Total FY2022/23 Carry-Forward Appropriations
	Capital Projects (Attachment A)	Expense Projects (Attachment B)	
100-000 General	\$ 89,387	\$ 32,762	\$ 122,149
100-380 Parks	71,633	34,333	105,966
200-000 Utility	14,693,903	1,247,176	15,941,079
300-320 Golf	1,530,684	47,543	1,578,227
300-330 Facilities	17,891	62,800	80,691
300-340 Ski	1,374,426	36,905	1,411,331
300-350 Recreation	92,628	13,332	105,960
300-360 CS Admin	-	33,644	33,644
300-370 Tennis	-	7,604	7,604
390-000 Beach	570,390	229,684	800,075
	<u>\$ 18,440,942</u>	<u>\$ 1,745,783</u>	<u>\$ 20,186,725</u>

Capital vs. Expense Items.

As part of the 2023/24 budget process, a total of **\$1,379,500** in project funding included in the capital plan was identified as operating expenses rather than capital assets to be depreciated. This includes funding for routine repairs and maintenance, individual items that fall below existing capitalization thresholds, and funds to support master plans and studies. These appropriations were budgeted as operating expenditures across applicable funds.

Of the carry-forward appropriation amount recommended for Board approval with this agenda item, **\$1,745,783** is supporting expenditures that do not meet capitalization criteria, and therefore will be appropriated to expense account codes within the 2023/24 budget.

Attachments:

- A) Recommended augmentations to the 2023/24 approved budget representing carry-forward appropriations for ongoing capital projects funded in the prior fiscal year.
- B) Recommended augmentations to the 2023/24 approved budget representing carry-forward appropriations for ongoing non-capital projects funded in the prior fiscal year.
- C) Project "Status" Definitions

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Fund /		New TYLER		BOT Approved Carry Forward				FY2022/23 Amended	FY2022/23 Expenditures	Available	Project Status	Recommended Carryforward	Encumbrance
Dept. Div.	Project #	Project #	Project Title	FY2022/23 Final Budget	(8/31/22)	Cancelled	Adjustments	Reallocation	Budget	(6/30/23)	Budget	(6/30/23)	
General Fund													
Accounting/Information Systems													
	1099OE1401		Replace Xerox Printer	-				24,197	24,197	24,197	-		Completed
	1213BD2106		Network Closet Updates (HVAC)	15,000					15,000	-	15,000		Delayed
	1213CE2101		Power Infrastructure Improvements	78,000				(24,197)	53,803	25,272	28,531		Completed
	1213CE2102		Network Upgrades - Switches, Controllers, WAP	285,000					285,000	235,613	49,387		In Progress
	1213CE2104		Fiber Installation/Replacement	25,000					25,000	-	25,000		Delayed
	1213CE2105		Security Cameras	100,000					100,000	92,659	7,341		Completed
	1315CO1801		HRIS, Payroll, & Finance Software Implementation	-					-	61,140	(61,140)		Xfer to Operating
			Sub-Total	503,000	-	-	-	-	503,000	438,881	64,119		
General													
	4378LI2104		IVGID Community Dog Park	100,000					100,000	573	99,427		Ongoing
	1099CE2201	CE23100100	Board Meeting - Technology Upgrades	30,000					30,000	3,095	26,905		In Progress
			Sub-Total	130,000	-	-	-	-	130,000	3,668	126,332		
			Total General Fund	633,000	-	-	-	-	633,000	442,549	190,451		89,387
Utilities													
Public Works Shared													
	2097CO2101		Public Works Billing Software Replacement	-	20,000				20,000	-	20,000		Delayed
	2097HE1725		Loader Tire Chains - 2 sets	-	20,000			6,352	26,352	-	26,352		In Progress - On Order
	2097HE1729		2002 Caterpillar 950G Loader #523	-	265,000			(6,352)	258,648	-	258,648		In Progress - On Order
	2097HE1730		2003 Caterpillar 950G Loader #525	-	265,000				265,000	-	265,000		In Progress - On Order
	2097LE1720		Snowplow #300A	-	19,000				19,000	-	19,000		In Progress
	2097LE1721		Snowplow #307A	-	19,000				19,000	-	19,000		In Progress
	2097LI1701		Pavement Maintenance, Reservoir 3-1 WPS 4-2/5-1	90,000	130,000				220,000	-	220,000		In Progress
	2097LE2221	LV23200100	Medium Duty Truck Plow	16,500					16,500	16,564	(64)		Completed
	2097LV2220	LV23200200	Chevy 1/2-Ton Pick-up Truck	37,200					37,200	37,166	34		Completed
			Sub-Total	143,700	738,000	-	-	-	881,700	53,730	827,970		754,352
Water													
	2299DI1707		Burnt Cedar Water Disinfection Plant Emerg. Generator Fuel Tank	-	137,429				137,429	14,766	122,663		In Progress - Multi Year
	2299WS1705		Watermain Replacement - Crystal Peak Road	1,500,000	68,642		(196,382)		1,372,260	915,764	456,496		In Progress - Multi Year
	2299WS1802		Watermain Replacement - Alder Avenue	65,000					65,000	1,731	63,269		In Progress - Multi Year
	2299WS1706		Watermain Replacement Slott Peak Ct		72,230				72,230	25,306	46,924		Completed
	2299DI1102		Water Pumping Station Improvements	50,000					50,000	33,565	16,435		Ongoing
	2299DI1401		Burnt Cedar Water Disinfection Plant Improvements	25,000	19,208				44,208	-	44,208		Ongoing
	2299CO2203	SW23200100	LIMS Software	55,000					55,000	-	55,000		See Footnote 1
			Sub-Total	1,695,000	297,509	-	(196,382)	-	1,796,127	991,132	804,995		757,758
Sewer													
	2524SS1010		Effluent Pipeline Project	10,000,000	2,069,507		1,936,993		14,006,500	6,227,909	7,778,591		See Footnote 2
	2599SS2010		Effluent Pond Lining / Storage Tank	3,000,000	1,069,185				4,069,185	573,443	3,495,742		See Footnote 3
	2599DI1703		Sewer Pump Station #1 Improvements	500,000	1,038,370				1,538,370	10,759	1,527,611		In Progress
	2599DI1104		Sewer Pumping Station Improvements	50,000					50,000	24,700	25,300		Ongoing
	2599SS1102		Water Resource Recovery Facility Improvements	100,000	86,607				186,607	94,046	92,561		Ongoing
	2599SS1103		Wetlands Effluent Disposal Facility Improvements	100,000	173,523				273,523	18,483	255,040		In Progress
	2599SS2107		Update Camera Equipment		60,000				60,000	49,465	10,535		Completed
			Sub-Total	13,750,000	4,497,191	-	1,936,993	-	20,184,184	6,998,805	13,185,379		13,181,793
			Total Utilities	15,588,700	5,532,700	-	1,740,611	-	22,862,011	8,043,667	14,818,344		14,693,903

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Fund /		New TYLER		FY2022/23 Final	BOT Approved Carry Forward			FY2022/23 Amended	FY2022/23 Expenditures	Available	Project Status	Recommended Carryforward	Encumbrance
Dept. Div.	Project #	Project #	Project Title	Budget	(8/31/22)	Cancelled	Adjustments	Reallocation	Budget	(6/30/23)	Budget	(6/30/23)	
Community Services Funds													
Championship Golf													
	3141L1202		Cart Path Replacement - Champ Course	55,000	114,667				169,667	5,716	163,951	In Progress	163,951
	3141LV1898		Championship Golf Course Electric Cart Fleet and		533,360				533,360	533,360	-	Completed	-
	3153BD2001		Recoat Chateau F&B Grill and Catering Kitchen Floors	39,700					39,700	-	39,700	Delayed	39,700
	3142LE1741		2016 Bar Cart #724	20,000					20,000	-	20,000	In Progress - On Order	20,000
	3142LE1742		2016 Bar Cart #725	20,000					20,000	-	20,000	In Progress - On Order	20,000
	3142LE1744		2014 Toro Tri-Plex Mower 3250D #694		42,781				42,781	-	42,781	In Progress - On Order	42,781
	3142LE1745		2017 Toro 3500D Mower #743		36,184				36,184	-	36,184	In Progress - On Order	36,184
	3142LE1746		2012 JD 8500 Fairway Mower #670		93,486				93,486	93,486	-	Completed	-
	3142LE1747		2011 Toro Groundmaster 4000D #650		66,211				66,211	-	66,211	In Progress - On Order	66,211
	3142LE1750		2013 JD 3235 Fairway Mower #685	98,000					98,000	-	98,000	In Progress - On Order	97,467
	3142LE1759		2014 3500D Toro Rotary Mower #693		40,028				40,028	40,028	-	Completed	-
	3142LE1760		Replacement of 2010 John Deere 8500 #641	92,000					92,000	93,486	(1,486)	Completed	-
	3143GC2002		Range Ball Machine Replacement		20,000				20,000	4,234	15,766	In Progress	5,000
	3199OE1501		Championship Golf Printer Copier Replacement	10,000					10,000	-	10,000	In Progress - On Order	6,419
			Sub-Total	334,700	946,717	-	-	-	1,281,417	770,310	511,107		497,713
													289,062
Mountain Golf													
	3241L12001		Mountain Golf Cart Path Replacement - Phase II	1,100,000	-				1,100,000	99,860	1,000,140	In Progress	1,000,140
	3241GC1404		Irrigation Improvements	18,000					18,000	785	17,215	In Progress	12,831
	3242LE1726		2016 Bar Cart #726	20,000					20,000	-	20,000	In Progress - On Order	20,000
			Sub-Total	1,138,000	-	-	-	-	1,138,000	100,645	1,037,355		1,032,971
													449,471
Facilities													
	3351BD1703		Aspen Grove Outdoor Seating BBQ and Landscaping	10,000	10,000				20,000	2,109	17,891	Delayed	17,891
			Sub-Total	10,000	10,000	-	-	-	20,000	2,109	17,891		17,891
													-
Ski													
	3453BD1806		Base Lodge Walk In Cooler and Food Prep (Kitchen) Reconfiguration	110,000	31,398		478,557		619,955	35,795	584,160	In Progress	584,160
	3462HE1702		Lakeview Ski Lift Maintenance and Improvements		1,613				1,613	4,248	(2,635)	Completed	-
	3462HE1701		Lodgepole Ski Lift Maintenance and Improvements	18,000					18,000	2,361	15,639	In Progress	15,639
	3462HE1712		Red Fox Ski Lift Maintenance and Improvements	75,000					75,000	11,559	63,441	In Progress - On Order	63,441
	3463HE1722		Loader Tire Chains (1-Set)		9,750		3,426		13,176	-	13,176	In Progress	13,176
	3463HE1723		2002 Caterpillar 950G Loader #524		265,000			(3,426)	261,574	-	261,574	In Progress - On Order	265,000
	3464LE1601		Ski Resort Snowmobile Fleet Replacement	17,000	14,295				31,295	16,904	14,391	Completed	-
	3464LE1729		Snowplow #304A		19,000				19,000	-	19,000	In Progress	19,000
	3464LE1734		2016 Polaris Ranger Crew #723	19,000					19,000	19,384	(384)	Completed	-
	3464SI1002		Snowmaking Infrastructure Replacement							3,227	(3,227)	Completed	-
	3467LE1703		Replace Child Ski Center Surface Lift		10,000				10,000	3,600	6,400	Completed	-
	3468RE0002		Replace Ski Rental Equipment		259,133				259,133	-	259,133	In Progress	131,880
	3469HE1740		14-passenger Van	125,000					125,000	-	125,000	In Progress	125,000
	3469BD2101		Replace Ski Lodge Facility Equipment		115,000				115,000	1,027	113,973	In Progress	110,494
	3453FP1706		Replace Main Lodge/Snowflake Lodge Dining Furniture and Fixtures	49,000					49,000	2,364	46,636	In Progress	46,636
	3499OE1502		Skier Services Printer/Copier		8,870				8,870	8,870	-	Completed	-
	3499CE2201	CO23340100	Installation RFID - Software and Gantries	410,000					410,000	319,594	90,406	Completed	-
			Sub-Total	823,000	734,059	-	481,983	(3,426)	2,035,616	428,933	1,606,683		1,374,426
													954,317
Parks													
	4378L12104		IVGID Community Dog Park		-				-	-	-		-
	4378L1604		Pump Track		78,196				78,196	28,042	50,154	In Progress	-
	4378BD2202		Skate Park Enhancement	10,000					10,000	-	10,000	In Progress	-
	4378LE1742		2015 Ball Field Groomer #706		24,000			(13,000)	11,000	-	11,000	Cancelled	-
	4378LE2220	HV23370100	Toolcat with Bucket and Snowblower	70,000					70,000	61,367	8,633	In Progress	8,633
	4378LV1734		2011 Pick-Up with Lift gate #646	50,000				13,000	63,000	-	63,000	In Progress	63,000
	4378LV1735		2005 Pick-up Truck 4x4 (1-ton) #554		45,166				45,166	45,166	-	Completed	-
	4378RS2103		Village Green Drainage and Park Improvement Project		20,000				20,000	-	20,000	Cancelled	-
			Sub-Total	130,000	167,362	-	-	-	297,362	134,575	162,787		71,633
													8,633

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Fund /		New TYLER		BOT Approved Carry Forward				FY2022/23 Amended	FY2022/23 Expenditures	Available	Project Status	Recommended Carryforward	Encumbrance
Dept. Div.	Project #	Project #	Project Title	FY2022/23 Final Budget	(8/31/22)	Cancelled	Adjustments	Reallocation	Budget	(6/30/23)	Budget	(6/30/23)	
Tennis													
	4588BD1604		Tennis Center Renovation	-									
				Total	-								
Recreation Center													
	4884BD2201	BI23350100	Recreation Center Expansion Project	25,435,000		(24,348,044)		(38,009)	1,048,947	680,146	368,801		Cancelled/Complete
		BI23350300	Recreation Center Tennant Improvments					38,009	38,009	13,047	24,962		Cancelled/Complete
	4884BD2202	BI23350200	Rec Center Exterior Wall Waterproofing & French Drain	100,000					100,000	7,372	92,628		In Progress
	4899FF1202		Rec Center Locker Room Improvements		969,212				969,212	1,176,820	(207,608)		Completed
	4884BD1804		Chemtrol System for Recreation Center Pool	22,000					22,000	-	22,000		Completed
	4886LE0001		Fitness Equipment	49,000					49,000	42,259	6,741		Completed
				Sub-Total	25,606,000	969,212	(24,348,044)	-	2,227,168	1,919,644	307,524		92,628
Community Services Shared													
				Total	-								
Total Community Services				28,041,700	2,827,350	(24,348,044)	481,983	(3,426)	6,999,563	3,356,216	3,643,347		3,087,262
1,707,333													
Beaches													
	3970BD2601		Burnt Cedar Swimming Pool and Site Improvements		350,000			(44,872)	305,128	17,755	287,373		In Progress
	3972BD1501		Beaches Flatscape and Retaining Wall Enhancement and Replacement	55,000	110,000				165,000	5,824	159,176		Cancelled
	3972BD2101		Ski Beach Boat Ramp Improvement Project	100,000					100,000	1,151	98,849		In Progress
	3999BD1708		Ski Beach Bridge Replacement	120,000					120,000	-	120,000		See Footnote 4
	3999FF2201	FF23390100	Beach Furnishings	10,000				(10,000)	-	-	-		In Progress
	3972BD2102		Beach Access Improvements	200,000					200,000	23,459	176,541		In Progress
Total Beaches				485,000	460,000	-	-	(54,872)	890,128	48,189	841,939		570,390
Total All Funds				\$ 44,748,400	\$ 8,820,050	\$ (24,348,044)	\$ 2,222,594	\$ (58,298)	\$ 31,384,702	\$ 11,890,621	\$ 19,494,081		\$ 18,440,942
\$ 13,939,563													

Footnote 1 - On hold until laboratory equipment is in place; software must match equipment
 Footnote 2 - This is a multi-year project funding will be expended fall/winter of 2023
 Footnote 3 - This is a multi year project construction will begin May 2024 after USACE NEPA clearance
 Footnote 4 - Grant in progress with Nevada Division of Wildlife; keeping in the budget pending grant outcome

FY2022/23 CAPITAL PLAN - EXPENSE ITEMS

Fund /		New TYLER		FY2022/23				FY2022/23		FY2022/23		Available		Recommended		Final Carryover		Encumbrance	
Dept. Div.	Project #	Project #	Project Title	Budget	8/31/2022	Adjustments	Reallocation	Budget	(6/30/23)	Budget	Project Status	Carryforward	Carryover	Encumbrance	Carryover	Encumbrance	Carryover	Encumbrance	
General Fund																			
	1212OE1701	EX23100100	Accounting Printer Replacement	8,400				8,400	-	8,400	In Progress	8,462		8,462					
	1213CO1703		District Wide PC, Laptops, Peripheral Equipment and	75,000				75,000	60,915	14,085	Ongoing			47,592					
			Total	83,400	-	-	-	83,400	60,915	22,485		8,462		56,054					
	4999OE1399	EX23100200	Web Site Redesign and Upgrade	10,000				10,000	-	10,000	In Progress	10,000							
	1099LI1705		Pavement Maintenance - Administration Building	14,300				14,300	-	14,300	In Progress	14,300							
			Total	24,300	-	-	-	24,300	-	24,300		24,300		-					
			Total General Fund	107,700	-	-	-	107,700	60,915	46,785		32,762		56,054					
Utilities																			
Shared	2097DI1401		Adjust Utility Facilities in NDOT/Washoe County Right	60,000	183,000			243,000	42,974	200,026	Ongoing	200,026							
	2097LI1401		Pavement Maintenance, Utility Facilities	180,000	141,495			321,495	48,405	273,090	In Progress	273,090							
	4999OE1399	EX23100200	Web Site Redesign and Upgrade	10,000				10,000	-	10,000	In Progress	10,000							
	NEW	EX23200200	Rain Gutters, Garage Door Openers, Drainage, Heat	100,000				100,000	-	100,000	In Progress	100,000							
	NEW	EX23200300	Utility Infrastructure Masterplan	500,000				500,000	57,559	442,441	In Progress	442,441							
			Total	850,000	324,495	-	-	1,174,495	148,938	1,025,557		1,025,557		-					
Water	2299DI1103		Replace Commercial Water Meters, Vaults and Lids	40,000				40,000	4,663	35,337	Ongoing	35,337		15,350					
	2299DI1204		Water Reservoir Coatings and Site Improvements	60,000	25,000			85,000	13,973	71,027	In Progress	71,027							
			Total	100,000	25,000	-	-	125,000	18,636	106,364		106,364		15,350					
Sewer	2599BD1105X		Building Upgrades Water Resource Recovery Facility	30,000	5,600			35,600	2,269	33,331	Ongoing	33,331							
	2599SS1203X		Replace & Reline Sewer Mains, Manholes and	55,000				55,000	14,876	40,124	Ongoing	40,124							
	NEW	EX23200400	Effluent Pipeline Repairs	100,000				100,000	-	100,000	Ongoing	41,800		41,800					
			Total	185,000	5,600	-	-	190,600	17,145	173,455		115,255		41,800					
			Total Utilities	1,135,000	355,095	-	-	1,490,095	184,719	1,305,376		1,247,176		57,150					
Community Services																			
Championship	3141GC1103		Irrigation Improvements	15,000				15,000	12,206	2,794	In Progress								
	3141LI1201		Pavement Maintenance of Parking Lots - Champ	25,000	17,500			42,500	25,575	16,925	In Progress	16,925							
			Total	40,000	17,500	-	-	57,500	37,781	19,719		16,925		-					
Mountain	3241GC1101		Mountain Course Greens, Tees and Bunkers	8,000				8,000	3,194	4,806	In Progress	4,806							
	3242LI1204		Pavement Maintenance of Parking Lot - Mountain	12,500	17,400			29,900	4,088	25,812	In Progress	25,812		28,355					
			Total	20,500	17,400	-	-	37,900	7,282	30,618		30,618		28,355					
Facilities	3350BD1103		Chateau - Replace Carpet	49,500				49,500	55,942	(6,442)	Completed								
	3350BD1506		Paint Exterior of Chateau		22,300			22,300	-	22,300	In Progress	22,300							
	3350BD1803		Replace Carpet in Chateau Grill		2,090			2,090	-	2,090	Completed								
	3350BD1505		Paint Interior of Chateau	40,500				40,500	-	40,500	Delayed	40,500							
	3351BD1501		Aspen Grove Replace Carpet		3,880			3,880	408	3,472	Completed								
			Total	90,000	28,270	-	-	118,270	56,350	61,920		62,800		-					
Ski	3469LI1105		Pavement Maintenance, Diamond Peak and Ski Way	75,000	25,000			100,000	80,960	19,040	In Progress	19,040		67,206					
	3499BD1710		Diamond Peak Facilities Flooring Material	20,000	35,603			55,603	37,738	17,865	In Progress	17,865							
			Total	95,000	60,603	-	-	155,603	118,698	36,905		36,905		67,206					
Parks	4378BD1604		Resurface and Coat Preston Park Bathroom, Mech.		2,100			2,100	-	2,100	In Progress	2,100							
	4378BD2001		Grout Repair Upstaris Parks Office & Tile Replace		10,000			10,000	-	10,000	Cancel								
	4378LI1303		Pavement Maintenance, Village Green Parking	5,000	-			5,000	10,434	(5,434)	Completed								
	4378LI1403		Pavement Maintenance, Preston Field	5,000	7,500			12,500	1,610	10,890	In Progress	10,980							
	4378LI1602		Pavement Maintenance, Overflow Parking Lot	5,000	5,000			10,000	890	9,110	In Progress	9,110							
	4378LI1802		Pavement Maintenance - Incline Park	6,000	7,500			13,500	1,357	12,143	In Progress	12,143							
	4378RS1601X		Playground Repairs - Preston	7,500	-			7,500	-	7,500	Cancel								
			Total	28,500	32,100	-	-	60,600	14,291	46,309		34,333		-					
Tennis	4588LI1201		Pavement Maintenance, Tennis Facility	5,000	5,000			10,000	2,396	7,604	In Progress	7,604							
			Total	5,000	5,000	-	-	10,000	2,396	7,604		7,604		-					
Rec Center	4884LI1102x		Pavement Maintenance, Recreation Center Area	7,500	7,500			15,000	1,668	13,332	In Progress	13,332							
			Total	7,500	7,500	-	-	15,000	1,668	13,332		13,332		-					

FY2022/23 CAPITAL PLAN - EXPENSE ITEMS

Fund /		New TYLER		FY2022/23				FY2022/23		FY2022/23		Available		Recommended		Final Carryover		Encumbrance	
Dept. Div.	Project #	Project #	Project Title	Final	BOT Approved Carry Forward	Adjustments	Reallocation	Amended	Expenditures	Budget	Project Status	Carryforward	Carryover	Encumbrance					
				Budget	8/31/2022			Budget	(6/30/23)	Budget									
CS Admin	4999OE1399	EX23100200	Web Site Redesign and Upgrade	20,000	79,990			99,990	66,346	33,644	In Progress	33,644							
	Total			20,000	79,990			99,990	66,346	33,644		33,644		-					
			Total Community Services	306,500	248,363			554,863	304,812	250,051		236,161		95,561					
Beaches																			
	3972BD1301X		Pavement Maintenance, Ski Beach	15,000	8,500			23,500	1,556	21,944	In Progress	21,944							
	3972BD1707		Burnt Cedar Dumpster enclosure		27,648			27,648	-	27,648	Canceled								
	3972BD2102		Beach Access Improvement Project		40,775			40,775	69,901	(29,126)	In Progress			16,899					
	3972FF1704		Beach Furnishings		21,000		10,000	31,000	-	31,000	In Progress - On Order	31,000		31,000					
	3970BD2601		Burnt Cedar Swimming Pool and Site Improvements				44,872	44,872	29,785	15,087	In Progress	15,087							
	3972LI1201		Pavement Maintenance, Incline Beach	6,500	6,500			13,000	3,210	9,790	In Progress	9,790							
	3972LI1202X		Pavement Maintenance, Burnt Cedar Beach	-	24,800			24,800	1,142	23,658	In Progress	23,658							
	3972RS1701X		Playground Repairs - Beaches	7,500	-			7,500	-	7,500	Canceled								
	3973LI1302		Incline Beach Facility Replacement	-	100,000			100,000	25,760	74,240	In Progress	74,240							
	3999DI1706		Burnt Cedar Beach Backflow Device Replacement	55,000				55,000	1,035	53,965	In Progress	53,965		6,038					
	Total			84,000	229,223		54,872	368,095	132,388	235,707		229,684		53,937					
Grand Total				\$ 1,633,200	\$ 832,681	\$ -	\$ 54,872	\$ 2,520,753	\$ 682,834	\$ 1,837,919		\$ 1,745,783	\$ -	\$ 262,703					

Attachment C

IVGID Capital Improvement Project Reporting

Definitions for Status Terms

- Added – An unbudgeted project that meets capital improvement criteria and established after the start of the fiscal year.
- Cancelled – A project that was scheduled but is no longer being considered for construction or acquisition.
- Carried Over – A project re-scheduled to another fiscal year and has had its remaining budget updated.
- Completed – A project that has finished all phases and is set up as a capital asset.
- Delayed – A project timeline extended for either for a change in scope of work or the conditions without adjustment to its budget.
- In Progress – A project which is not completed and may incur additional costs.
- In Progress – On Order – A project which is in progress and materials/equipment has been ordered but the project is not yet completed.
- In Progress - Multi-Year – A project that has been started and was scheduled to be executed over multiple fiscal years to facilitate each phase (pre-design, design and construction or acquisition).
- Multi-Year – A project scheduled to be executed over multiple fiscal years to facilitate each phase (pre-design, design and construction or acquisition).
- Ongoing – A project that represents a continuous flow of rehabilitation or renewal of an operating system with added revenues and costs over time.
- Opened Early – A scheduled project that starts ahead of plan due to a change in conditions or assumptions.
- Postponed – A project with some reason to not be active but is still intended to be executed at some future time.
- Reallocation – A project added or altered by the addition of spending authority from a specified completed or cancelled project from the same fiscal year.
- Xfer to Operating – A project that will be transferred to the capital plan – expense items.

MEMORANDUM

TO: Board of Trustees

FROM: Matthew Dent
Chair

Josh Nelson
General Counsel

SUBJECT: Review, discuss, and provide direction on redactions for pending public records requests

RELATED STRATEGIC PLAN INITIATIVES: Long Range Principle #7 Governance

RELATED DISTRICT POLICY: Policy and Procedure No. 137/Resolution No. 1801 (Policy for the Provision of Records and Information to the Public)

DATE: October 25, 2023

I. RECOMMENDATION

That the Board of Trustees review, discuss, and provide direction on redactions for pending public records requests.

II. BACKGROUND

Attached is a list of the pending public records redactions since our last report.

III. FINANCIAL IMPACT AND BUDGET

No direct impact by this item.

IV. ALTERNATIVES

Below is an alternative to the recommended action:

1. Discontinue or modify the proposed reporting for public records.

V. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VI. ATTACHMENTS

N/A

Date of Request	Requestor	Request	Dated Responded	Dated Records Provided	Exemption Applied and Rationale
09/24/2023	Cliff Dobler	Silver State Law Invoices	10/04/2023	10/04/2023	The invoices included attorney-client privileged information. Redactions were applied narrowly consistent with past Board direction.

BOARD OF TRUSTEES LONG RANGE CALENDAR

November 8	
Finance	Contract: Forensic Audit
Marketing	Report: IVGID Magazine – survey results
BOT	Policy: Discussion on Creating a Policy on Language i.e. Spanish, Italian, Polish, etc. (Tonking)
BOT	Practice: All-you-can-play golf pass review
PW	Agreement: SPS #1 Construction Contract Approval & Award
PW	SPS #5 and Manhole Recoating
PW	Agreement: Reservoir 3-1 WPS 4-2/5-1 Road – Approve & Award Design Contract
SKI	Agreement: Agreement for Procurement of 14-Passenger Shuttle Van
SKI	Agreement Amendment Between District Ski area and Hyatt Corp
	Staff Report Parks and Recreation

December 13	
PW	Easement: SPS #5 Easement
PW	Contract: Burnt Cedar Emergency Fuel Tank Replacement
Board Advisory Golf Committee	Report: Golf Advisory Committee initial findings/recommendations (without financials)
PW	Agreement: Centrifuge Reconditioning Approval & Award
PW	Agreement: Skate Park Design/Build Award with a stop at 30%, and return to the BOT, to review the two options (spend \$250K or spend \$500K)
PW	Agreement: Incline Beach House Design/Build Award with a stop at 30%, and return to the BOT to select the preferred design option
PW	Approval of SRF Funding for GMP2 of the Effluent Export Line
PW	GMP2 Contract Award with Granite Construction for Effluent Export Line

JANUARY 2024	
PW	Procurement: Lab Equipment

PARKING LOT ITEMS

Date of Request	Item	Requester	Status/Notes	Date Completed
1/18/21	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF	Trustee Schmitz	DPSEF continues to have discussion amongst themselves about this item	
11/3/21	Request that the Board discuss a strategy for dealing with e-mails and correspondence that the Board receives. Need to have a strategy and approach on who responded – come up with a consensus by the Board on who responds.	Trustee Schmitz	Related to Policy 20.1.0. Follow up with District Counsel Nelson <i>Trustee Noble is responding to each correspondence.</i>	
Unknown	Next step on Diamond Peak parking lot/Ski Way – Staff added reminder	GM DPSR Bandelin		
Unknown	Modifications to current budget to reflect grant funding and cost sharing on Effluent Tank	Director of Public Works		Completed 5/25/2023
Unknown	Liaisons with Washoe County	Trustee Schmitz		
2/8/23	Capitalization Policy	Trustee Schmitz		
2/8/23	Update on Snowflake Lodge	Trustee Noble		
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble	Staff to share with Trustee Noble the current situation.	
4/5/23	Policy 16.1 – Recreation Roll	Trustee Schmitz		
4/5/23	Punch Card Recommendations	Trustee Schmitz		

BOARD OF TRUSTEES LONG RANGE CALENDAR

Date of Request	Item	Requester	Status/Notes	Date Completed
4/5/23	Review policy re: use of procurement cards	Trustee Tulloch		
5/25/23	Family tree (Ordinance 7) review	Trustee Schmitz		
5/25/23	Two (2) Policy 20.1.0 on the website	Trustee Schmitz	This is correct and it will be corrected when one of these policies comes before the Board	
5/25/23	Pyramid (within Practice 6.1.0) – The Board never discussed how our venues fit into the practice	Trustee Schmitz	<i>Will be on the 9/27/2023 agenda</i>	
5/25/23	Do a survey for the IVGID Magazine to see if there is value in producing a paper copy and mailing	Trustee Schmitz	<i>The survey remains open until 10/31. A report will be made in Nov or Dec.</i>	
06/14/23	Clarification on Scope #3 (IT) with Moss Adams	Trustee Schmitz	<i>RFP out; bids due back 10/4</i>	
06/14/23	Skate Park update	Trustee Schmitz	<i>Plan is to send the RFP out for skate park design build contractors in October and be able to go back to the Board for selection in December</i>	
06/14/23	Discuss the possibility of scheduling a community Town Hall or perhaps having a 30-minute social half hour before each Board meeting	Trustee Schmitz	<i>Will discuss at the 9/27 Board meeting – Trustee Tonking to prepare the memorandum.</i>	
06/28/23	Review and Possible Approval of Revisions to Policy 2.1.0	GM Bandelin		
Date of Request	Item	Requester	Status/Notes	Date Completed

BOARD OF TRUSTEES LONG RANGE CALENDAR

06/28/23	Review CIP Roles & Responsibilities (Policies 12.1, 13.1 and Practice 13.2)	GM Bandelin		
Date of Request	Item	Requester	Status/Notes	Date Completed
06/28/23	Chairman Dent to propose 2 days for a Trustee Forum	Chairman Dent		
06/28/23	Redactions – needs a legal non-meeting as a Trustee requested that the PE's be made public	Chairman Dent		
07/12/23	Waste Management	Trustee Schmitz		
07/12/23	Strategic Plan	Trustee Tulloch	October	
07/12/23	Writing a letter to schools regarding programs	Chairman Dent		
07/26/23	Update on Food and Beverage (from 7/26/2023 meeting)	GM Bandelin	<i>Will come before the Board before year end.</i>	
08/01/23	General Fund Augmentation including public hearing	GM Bandelin/Interim Director of Finance Magee	<i>Will be scheduled for January or February 2024</i>	
08/09/23	5-year Capital Improvement Plan (CIP)	Trustee Schmitz/Tulloch		
08/09/23	UNR and Washoe County BOT's Additional Training	Trustee Tonking	<i>Date to be determined after 2nd training is rescheduled</i>	
08/09/23	Revise State Budget Forms (if needed)	GM Bandelin/Interim Director of Finance Magee	<i>Will be agendized at the appropriate time</i>	

CONTRACTS REVIEWED BY TRUSTEE SCHMITZ PER POLICY 3.1

Date of Requested Review	Vendor	SOW	Type	Date of Contract	Date of Vendor Signature	Amount	Status
10/17/2023	Mann Built Construction	SPS#8	new - T&M - charged to NDOT ROW realignment	10/17/2023	No Date	\$8,000	Appears to have the same error - section 3.2 references Exhibit B as 'plans and specification', yet Exhibit B is Requirements for Construction Manual. Same error as prior Mann Construction contract reviewed on 10/12; Additionally, 3.7.1 b incorrectly refers to Exhibit B as the rate schedule which is Exhibit C.
10/12/2023	Resource Concepts	extend terms to 12/13/2023	amendment	10/3/2023			The amendment had a date that was backdated as a reference because the original contract was backdated. The original contract reads 12/14/2022. but was backdated to 12/5/2022
10/12/2023	Resource Concepts	extended terms through 10/31/2023	amendment	10/3/2023			The amendment had a date that was backdated as a reference because the original contract was backdated. The original contract was on 12/14/2022 but was backdated to 12/5/2022
10/12/2023	Mann Built Construction	Burnt Cedar RFID earthwork	new	10/10/2023	10/11/2023	\$10,500	There was an error and a reference to Exhibit B as plans and specs, but was the fee schedule.

10/12/2023	E-Z-Go Textron	routine maintenance of 58 golf carts	PO	10/10/2023		\$11,160	Fleet no longer does this maintenance
10/10/2023	Frontier Advisors	Nolan Umana services - MD&A for ACFR	new - T&M	10/10/2023	0/10/2023	\$6,000	the exhibit referred to the MD&A for CAFR, was changed to ACFR. Dates also required changes.
9/27/2023	GSO3 Services, LLC	annual service and calibration of ozone analyzer	PO	NO DATE on PO	9/22/2023	\$15,850	PO has amount for travel and a blanket \$4500 for parts. * on page not defined but upon question an email was received to state it meant receipts would be provided
9/26/2023	Kodiak Roofing	repair of Mountain Course Roof - covered by insurance	new	NO DATES	none provided	\$80,125	Who had signing authority? Who tracks insurance payment?
9/26/2023	DOWL, LLC	surveying services, Alder Ave.	new	9/25/2023	9/26/2023	\$12,881	OK
9/25/2023	DOWL, LLC	SPS#1 project	amendment 1 - code issues with electrical originAL DATED 6/29/23	8/31/2023	9/21/2023	\$17,250	Is this another backdating? The original contract was for \$33K so what was the budget?
9/13/2023	LA Perks	DP work for diesel use	PO - No Date on PO	No Date	No Date	\$16,404	OK other than no dates
9/13/2023	Armac	pavement maintenance	new	No Date		\$17,635	OK
9/1/2023	Lumos	Tahoe Resort capacity analysis	amendment 1	8/31/2023	9/1/2023	\$5,000	fees to be reimbursed by developer

9/1/2023	Lumos	Tahoe Resort sewer evaluation	amendment 2	8/31/2023	9/1/2023	\$21,300	The amendement was incorrectly referred to as Amendment 1 (corrected). No fee schedule included in the contract with Task #4 being T&M. Fees to be reimbursed by developer
8/30 (BOT), then again upon request to sign, 9/11 and 9/12	TechnoAlpin	DP Snowmaking Equipment purchase	\$413,169.22	9/12/2023	8/9/2023		This contract had many errors that were discovered to be introduced when converting to a .pdf. NOTE Noble AND the Vendor and Legal Counsel signed PRIOR to the finaal contract indicating the SIGNATURE PAGE WAS SWAPPED.
7/31/2023	Tobey Consulting Group	structural engineering work for Mountain Course Roof at entry repair	NEW - template used	7/31/2023	not signed	\$11,600	Required rework. Exhibit B was referenced, but not included. The reference to Exhibit B was removed.
7/31/2023	Walsh Odyssey Engineering	survey for Reservior 3-1	NEW - template used	7/31/2023	not signed	\$3,600	Good - Exhibit A called out
7/31/2023	Walsh Odyssey Engineering	survey for skate park	NEW - template used	7/31/2023	not signed	\$4,300	Good - Exhibit A called out
7/31/2023	Black Eagle Consulting	GeoTechnical Investigation for Reservior 3-1	NEW - template used	7/31/2023	not signed	\$6,400	Good - exhibits called out
7/18/2023	Q & D Construction	IVGID utility relocation in NDOT ROW	NEW - template used	7/17/2023	7/17/2023	\$36,500	Contract required modication to the Scope of Work to call out Exhibit A, the costs for the work.

5/15/2023	FW Carson	replace lateral water main prior to NDOT curb work beginning on 5/18/2023	NEW	5/15/2023	none provided	#####	Work Complete
5/13/2023	HERO Environmental	Hazardous Materials Collection services	New - Renewed	4/11/2023 - 11/15/2023	4/4/2023	#####	Approved after adding language to the agreement and the confidentiality agreement for assigned employees to include reference to IVGID's whistleblower policy and process
4/27/2023	Jacobs Engineering	On-Call Engineering Services	UPDATED contract form from CH2M from 2009	Not Included	none provided	Not to exceed \$20,000	This was my request to have the contract form brought up to date.
3/23/2023	Diamond Peak Reciprocal Agreement	Form for use between resorts	2023-24 season	2023-24 ski season - form			
3/3/2023	CH2M, Inc.	technical services from 1-31-2023 through 12-31-2023 - see attached SOW	On-Call Professional Services Agreement Task Order 27, dated July 31, 2009, and as amended by Task Order 27.1 dated February 10, 2020 and Amendment 2 dated February 16, 2022	3-Mar-23	N/A	using unused funds of \$18,141.25 from prior contract	Awaiting answers as to why this is back dated and the review of the original 2009 and 2/2022 contracts for which funds are being used for this effort. Legal counsel was asked why this contract hasn't been covered to the new template.

2/16/2023	DOWL	pond project field survey	NEW	2/14/2023	none provided	\$3,160	approved with SOW language change from 'effluent export line' to 'effluent export storage tank'
1/30/2023	LSC	Traffic Study	NEW	1/9/2023	1/17/2023	\$39,550	approved with budget verification
1/30/2023	Brown & Read Engineering	Change of completion to May 30, 2023 - Replacement of WRRF	Amendment	1/5/2022	1/26/2023	No Charge	approved
1/30/2023	Farr Engineering	Undefined additional work	Amendment	10/13/2022	1/23/2023	\$10,000	not approved - advised staff to make use of specific change orders for clarity and defined scope
1/30/2023	Jacobs Engineering	Extend completion date to 7/1/2023 for the 100% design of pond lining project completion	Amendment	6/9/2021	1/13/2023	No Charge	approved