

MINUTES

REGULAR MEETING OF JUNE 30, 2020 Incline Village General Improvement District

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairman Tim Callicrate on Tuesday, June 23, 2020 at 5:30 p.m. This meeting was conducted virtually via Zoom.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*

On roll call, present were Trustees Tim Callicrate, Sara Schmitz, Matthew Dent, and Kendra Wong. Trustee Morris was absent for roll call but did join the meeting at 5:52 p.m.

Also present were District Staff Members Director of Public Works Joe Pomroy, Director of Finance Paul Navazio, and Director of Human Resources Dee Carey.

No members of the public were present in accordance with State of Nevada, Executive Directive 006, 016, 018 and 021.

C. PUBLIC COMMENTS*

Dick Warren said he cannot believe that this Board is considering giving Indra Winquest an Employment Agreement for 3 years at \$195k annually, plus fringe benefits that are more than adequate, such as getting 200 hours of paid leave annually but he can cash in 100 hours annually if he doesn't need it; this takes his annual salary closer to \$205k. What has Indra done in the 11 months or so as Interim GM? Nothing, but he has an excuse, the Pandemic! But wait, the Pandemic commenced in March, what had Indra accomplished before that as interim GM? In a word, nothing. No strategic initiatives, no tactical moves. Since Chairman Callicrate grades Indra "Excellent", please highlight his accomplishments for me. Indra could have done very simple things, like getting rid of incompetent employees, and we all know who they are. But did he? No. he gets a kick out of it when some people say, "Indra is going to change the culture of IVGID." Really? Think about it. Indra has been an employee of IVGID for 10 years or so. If he didn't like the culture, wouldn't he have moved on many years ago? Or perhaps, stretching our imaginations, Indra said to himself back then, "No, I'll hang around because one day I will be the General Manager, and then I will kick butt!" Indra has

no inclination to change the culture of IVGID; he likes it, he just wants malcontents like him to either accept it or go away. When this Board wants to change the culture, they need to go outside and pick someone with no affiliation to IVGID. At a maximum Indra should receive a one year contract for \$175k, with performance reviews every 6 months. If he does the job okay, then continue to give him one year contracts for two more years. If his performance is above average after three years, then maybe an Employment Agreement is a possibility. But if he were a Trustee he would not give Indra any kind of a contract, he would vote to terminate him. He is not fit for the job as GM. My dealings with Indra concerning Internal Control Reviews convinced me that he cannot be trusted to tell the truth when necessary. Lying is not a virtue, especially for a General Manager.

Linda Newman said for the record, seven hour Board meetings and Board packets made available on late Friday evenings for Tuesday meetings are not acceptable. Agenda items that should be General Business items should not be on the consent calendar and all background information and reference materials supporting the agenda items should be included in the Board packet. She requests that these matters be corrected. As for tonight's agenda, she strongly opposes the approval of a three year General Manager Agreement. She does so on the grounds that the Board has not followed best management practices to fill this position and has customized the job description to make the Board's sole candidate eligible to serve. In addition, the salary, benefits, terms and conditions are completely out of alignment with the employment agreements, total compensation and duration of those offered to NV County and City Managers with vastly more experience and greater responsibilities than those of a General Improvement District Manager. That this new contract was submitted to the Board and the public with only the weekend and Monday to review, adds to my recommendation that this item not be approved. The fact that you will also be committing public money to a three year agreement with a total dollar value that is not transparent and you have not quantified, would not be responsible Board stewardship. Although the job description requires the full time efforts of the GM to attend to the District's business, there is no discussion here of who will take on these responsibilities, like preparing the budget, the 5 year capital plan, the utility rate study along with other critical issues when the GM is serving on a Charter School Board, or weekly coaching and traveling to games during the key months of January, February and March. This item should be removed from the agenda. She recognizes that there may be Trustees and members of our community who consider popularity equivalent to qualifications and performance. She also recognizes that for some, professional critiques are considered personal attacks. She does not subscribe to these false equivalencies. She opposes this agreement on the facts presented. Since both the Board and Mr. Winquest would like to a pursue an agreement, she

strongly recommends that an independent consultant develop a fair and reasonable one year agreement with measurable objectives and an option for a two-year renewal. If Mr. Winqest is the best person for the job he will prove it. That would be the right thing to do for the Board, Mr. Winqest and our community. Ms. Newman submitted a five page document which is attached hereto.

Margaret Martini said that this Board has not demonstrated the ability to approve successful multi-year contracts. Unfortunately, there is no real annual accountability or performance measurement and our tax and ratepayers are forced to pay for the life of the contract. This is clear with the District's 5 year commitment to Eide Bailly. In 2017 the District's 2016 CAFR had to be restated. In addition, unlawful transfers had to be reversed resulting in a subsequent year correction and there are outstanding unresolved issues in the District's 2019 CAFR. We also recently learned that the District has no written internal controls. So how exactly did they accept the reliability of financial statements that they were engaged to audit? And why wasn't the Board told that there were no actual internal controls? Former General Manager Pinkerton's employment agreement as well as the District's Contract with Mr. Guinasso and his law firm have cost us a great deal. Not only in money but bad advice, unnecessary litigation and other serious concerns that remain unresolved. Mr. Faust, our Federal lobbyist, is still on the payroll. Although we have been promised Federal money for the effluent pond liner and the replacement of 6 miles of failing pipeline, the only money being collected is the sums Mr. Faust is receiving for his empty promises. So now this Board is entertaining a 3 year General Manager employment agreement. An agreement that is so lavish that no Nevada governmental body could match and there is no stated performance objectives or measurement. The total value is estimated to cost at well over \$1 million. She can't be sure, are you? She has been told by many that Mr. Winqest is the best perform for the job. He just may well be. But what are the standards this Board is using to evaluate his qualifications and his performance as interim GM. Are you reviewing his fulfillment of Board directives? His handling of the 2021 budget and necessary cuts in spending? Communicating the closures or opening of our venues? The safety procedures at our recreational venues and the crowded conditions at our beaches? The investigation of allegations of misconduct by Senior Staff? And, are our citizens receiving public records? This is so much more, but not enough time. With this Board's track record on multi-year contracts that fail to perform and cost us millions of dollars, isn't it time for this Board to stick with one year contracts before saddling future boards and our citizens with burdens we should not bear.

Steve Dolan said there is an amount of negative speculation regarding appointing Mr. Winqest that he would like to address. Appointment to assistant GM by

Pinkerton was not suspicious: To appoint anyone else at the time would have been illogical and non-intuitive both from a management side, seniority. Besides who has the guts to take that job. Prior to becoming assistant GM, Winqest was negotiating for IVGID years before the position ever came up. He knows, he had other Washoe County officials tell him about the background work he was doing to procure a variety of properties for incline for FREE, or at huge discounts, all in the interest of IVGID. That background work is currently about to succeed in congress. He was an integral part of structuring and lobbying that bill before it ever surfaced reached our U.S. senators. Yes, within the highest national areas, he is not intimidated. Comparing Winqest to any other administrator is Apples and Oranges with the unscrupulous intent of pulling a Rumsfeld: that being to scare the people because "they don't know what they don't know." Which is absurd, because if there is anything we know, it is that we know more about the integrity of Mr. Winqest than any other potential candidate. Conflict of interest with coaching is not a conflict of interest, but an ability to maintain a healthy interface with our community, not at the bullying that some community members like to use to harass our Trustees and employees. To ask an individual to step away from his children's educational interests exhibits how out of touch with reality these negative spirits are. We don't want that dark heart running our community. Since he started many years ago, he has witnessed Mr. Winqest get more hugs in this town than any other single individual including Trustees It is time to remove Interim from his title.

Cliff Dobler said that he wanted to speak a bit about General Business Item F.3. Starting with the item related to the accounting, there is no policy, practice and nothing in GAAP that would allow it. But more importantly, the agenda is a little bit disguised as Staff wants to talk about recreational passes aka picture passes. IVGID wants you to believe that if you go to the golf course, where the guest rate or tourist rate is \$175 that because you are a resident you pay \$75 so the resident gets a \$100 discount which is ludicrous. When you set the rates for the venue itself, say how much it is for this or that and then turn around and say this is for the tourist and you are getting a break. When IVGID switched to special revenue funds from enterprise funds, the accounting says that you are getting quite a bit. Saying a \$100 discount is talking out of both sides of your mouth. Staff thinks the allowance thing is crazy and is asking why are we doing it. The rates are set by the Board and why are we doing it? It is pretty misleading to talk about punch cards when really you are talking about the recreation pass. Mr. Dobler concluded by stating that he will discuss more when he gets on Audit Committee.

Paul Smith said he is a resident of Tyrolian Village in Incline Village. His comments tonight relate to specific agenda items. He raises these points in the context of the November 2020 election (126 days from now) at which THREE trustees will be

elected. THREE trustees represent a voting majority of the Board. These three new trustees could, in fact, hold a majority position through 2024 since the 2022 election is for only two trustees. More importantly, however, is the fact that trustees are elected to exercise their fiduciary responsibility for Incline General Improvement District by always carrying out due diligence in all matters. He is not aware that the current Board has announced a vacancy in the GM position and solicited candidate interest in the position. This failure to publicly seek the best candidate for the position of GM is not acceptable. Please defer the selection of a permanent General Manager so that any new General Manager, and any newly elected IVGID Board majority, are not saddled with each other without knowing ahead of time that they can work together. Woe be to us if we get a new Board of Trustees majority and a new GM who cannot work together because neither would have selected each other. Tonight, trustees should make known their support that Mr. Winquest be offered a continuation of his current appointment to serve in an acting capacity as IVGID GM. Second, tonight the trustees should get organized and (1) establish clear written duties and qualifications for the General Manager position (if none exist that are satisfactory) and (2) initiate a public search for a suitable candidate for the position of GM IVGID. The objective should be that a candidate list be ranked and presented to the new Board of Trustees in January 2021. Clearly Mr. Winquest could apply for consideration along with any number of other persons. His comments tonight arise because Item F1 on the agenda relates to the possible appointment of Mr. Winquest as General Manager for IVGID but zero information is provided in the meeting packet about the GM position and/or the qualifications of Mr. Winquest to fill such a position. Item F2 on the agenda relates to the Employment Agreement for the General Manager position yet no information is available that helps the public understand what such an "agreement" might contain. Lastly, presented in the Budget reconciliation document in the Audit Committee packet for an earlier meeting this afternoon (in other words not part of this packet); page 20 shows the compensation package for the IVGID General Manager is budgeted at \$437,805 for the coming fiscal year. It should be clear that such a compensation package is VERY competitive and would thus help attract a wide range of qualified candidates. Please do not act tonight to saddle a new GM and/or a new majority Board of Trustees with a key staff who is not their choice and thus IVGID residents would not enjoy full mutual support and confidence among the parties responsible for running their improvement district.

Frank Wright said he is a candidate for the Board and if elected, he wouldn't mind working with Mr. Winquest. He is going to shock a lot of people with this one, if he is elected and have to count on someone, someone who will talk to him, etc. he has done that. This is the first time it has been done for Incline Village and he is someone who is really looking out for our interests. We had Bill Horn who was a

disaster and Steve Pinkerton was an absolute disaster. We have to move forward, so select a general manager tonight who, in our best interest, as a Board, and that if he is elected, can work with this person who is willing to listen. He will learn along the way, make mistakes, have some challenges, but he thinks he will do a good job and as he goes through, he will do well and he has no doubts as he has known him for over 25 years and he will support him. Since Ms. Schmitz was added, the Board has been involved even though we still have two Board members who are lost in space. We have got an engaged Board, let's move forward and do this for us.

Aaron Katz said that he has three written statements to submit. One of the published skill sets is disparate – engineering, etc. Interim District General Manager Winquest is not experienced in any of these skill sets, has failed to turn a profit, and admitted that this is an impossible task. How is three hundred thousand dollars or more a year appropriate? He is a personable fellow who is respectful and courteous however there is no reason to compensate him with hundreds of thousands of dollars. He is not a strong leader because of special interests and we need someone who represents our interests. Two issues - should Interim District General Manager Winquest be General Manager and what is the employment agreement? He is not averse to him being General Manager but he is proposing a one-year term, extend afterwards, and then a termination clause with thirty days' notice. He is recommending 90 days and his third party endeavors – both of these should be deleted in their entirety. As to outside interests, he has to make a decision and that is does he want to be a basketball coach or a General Manager because he wants to have him one hundred percent of the time.

Judith Miller said that she is a little concerned about the wording of the contract that was six months in the making. The severance is far too extensive as no others had one nor does the newly hired Washoe County Manager. She has concerns about the basketball coaching yet she is hesitating because it is dear to him. In taking a top level job and to have so many outside things, he can handle the Board and do the others on his own schedule. The contract is lacking performance requirements and we need things to happen like punch cards, turnaround time on public requests, and someone who can come in when our Public Records Officer is on vacation, proposals on fee structures, dwelling units that need to be assessed an additional fee, statistics on vacation rentals, and zero based budgeting, which is the Director of Finance's responsibility, is the absolute essential first step. She thinks we need to work on this agreement a little longer and have some other eyes on it. It may have been too much for one Trustee as it is a big task. She doesn't know who negotiated it but it is a little lopsided and she would appreciate modifications.

Patrick McBurnett said that he is a twenty-seven year Incline resident who has seen the good, bad and ugly. There is still some ugly but he will be straight and to the point. He knows the importance of leadership as we have had two very poor General Managers in a row. IVGID is on the mend and obviously a lot more needs to be changed. What has changed is that we got a new Trustee and Chair and Mr. Pinkerton was replaced by Mr. Winquest. Mr. Pinkerton did financial damage and that will take time to clean up that mess. Mr. Winquest is a breath of fresh air who is respected by the employees and the community. He has served this community for many years and coached a championship basketball team. He is ready to go and he has done a great job as Interim General Manager. He has a college degree, good management skills, and we don't need to spend thousands of dollars to find another Pinkerton so think about how it worked it out last time. Vote Indra in tonight.

Gail Krolick said that she is disheartened by the comments that were said previously. We have a few naysayers in the community and that the names have just changed. She is a member of the community with a family and has been for twenty nine years. She has seen the good, the bad and the ugly. She has watched Indra grow from Rec counter staff to Interim General Manager. He is a great guy but that is not why all five Trustees should vote for him. It is because he has earned this position, worked hard, and learned every aspect of this District. Yes, he coaches the basketball team and has taken them to the State championship so take that away, she doesn't think so. He has shown that this year as Interim General Manager that he can work while taking the girls to the State championship. His balance is amazing and she applauds him. The Board should not say you can't coach if you are going to be our General Manager because that is like saying a woman should stay at home and be barefoot and pregnant. Shame on Mr. Warren for calling Mr. Winquest a liar. A contract for one year, are you kidding me, a three-year contract is very fair. She is sure that the Trustees have reviewed this contract and that if there are modifications to be made, they will make a fine judgment. Mr. Krolick concluded by urging all five Board members to vote for Mr. Winquest.

Joe Wolfe said that the Board of Trustees and the Audit Committee were wrong for appointing three citizens to the Audit Committee as you are not doing your job. The appointment of Dobler – that man is insane so put someone else other than Dobler. The way Dobler speaks is awful and he needs to correct his language. Mr. Winquest is the man so get him a contract as we need him on the job. Mr. Wolfe said that he was on the committee that selected our formal General Manager and that he didn't want him. He knows that Mr. Winquest is a good man and should be our General Manager.

Yolanda Knaack said that she thinks that Mr. Dobler is an excellent choice for the Audit Committee. As to Mr. Winqest, there are a lot of things that she likes about him as he lets the Board make the important decisions and bring things to the Board which the previous General Manager didn't which bothered her. The Board should hire Mr. Winqest because we have had two really bad General Managers so hire him for a year instead of three years. This has nothing to do with Mr. Winqest and that she assumes that the Board has looked at other northern Nevada general improvement districts to see what they pay to make sure we are paying similar or whatever.

D. APPROVAL OF AGENDA (for possible action)

Chairman Callicrate asked for any changes to the agenda, none were received, so the agenda was approved as submitted.

E. REPORTS TO THE IVGID BOARD OF TRUSTEES*

E.1. Audit Committee Chairman Matthew Dent

Audit Committee Chairman Matthew Dent said that an Audit Committee meeting was held and that some of the topics that were touched on were the whistleblower program, which District General Counsel is looking into and we will have an update at our next meeting; we had an update from the Controller and the Director of Finance about reconciling the 4404 forms; and had an update on the CAFR and the fourteen points and Staff will be categorizing those and bring them back at the next meeting for a deeper dive. We are allowing the Director of Finance to take a stab at it before going with a consultant. For Dillon's Rule, District General Counsel gave an update with a PowerPoint presentation that will be added to the website and Trustee Schmitz had a couple of questions and District General Counsel will be bringing back to us answers to those questions and that the presentation was high level so we will be getting into the weeds on some items and then get them documented so what it comes up again, we can point folks to this information. On Policy 15.1.0, with the appointment of the community members, we are taking steps that other good governments do and that those appointments occurred ahead of schedule. Trustee Schmitz is working with Staff on training and the goal is to get that training done in July and we are staying ahead of schedule on that task. Chairman Callicrate apologized for not attending the Audit Committee meeting.

F. GENERAL BUSINESS (for possible action)

F.1. Review, discuss and possibly appoint Indra S. Winqest as the District's General Manager effective July 1, 2020 (Requesting Trustee: Chairman Tim Callicrate)

Chairman Callicrate gave an overview on the submitted item. Trustee Schmitz said before she ever become a Trustee, she had several issues to work on with Mr. Winqest and that they brought together a group on trash and parking issues. They have worked together and accomplished their goals as no parking signs are going up and bear boxes are in place. She doesn't know the timing by which former General Manager Pinkerton named Mr. Winqest as the Assistant General Manager. It was the Board that really set the stage for this appointment to occur by adjusting the requirement to reside in Incline Village. The stage has been set, she is here as a new member, and that when she came onto the Board in late January, Mr. Winqest thought she brought a different perspective and he was willing to work with her. They have hired Moss Adams to do an initiative, are implementing a whistleblower program, dealing with COVID, keeping the Board informed, and he has made decisions such as cutting pay, furloughing employees, and opening and now reclosing venues. We are making progress as it relates to internal controls and financial transparency. She appreciates all the time she has gotten to work with him and his Staff and everyone has been absolutely terrific to work with and that he is growing this management team as we move forward.

Trustee Dent made a motion to appoint Indra S. Winqest as the District's General Manager effective July 1, 2020. Trustee Morris seconded the motion.

Trustee Schmitz asked for an amendment to the motion that it be subject to the approval of the contract. Both Trustees (Dent and Morris) declined to accept the motion.

Trustee Wong thanked Interim District General Manager Winqest for his leadership over the past eleven months. She knows that it hasn't been easy as it hasn't only been going through a transition but it has also been in the middle of the pandemic and he has shown his leadership skills during this time. For those that have issues with his coaching and being a board member at his daughter's school, these activities strength his position and those are leadership skills he is building to better serve the community. She

has known him for several years and watched him move up and build up a team at Parks and Recreation who is doing a great job without him there which also speaks a lot to his leadership skills. Trustee Wong concluded by saying that she wholeheartedly supports Mr. Winqest taking on this position. Trustee Morris said that this is special circumstances and thus he will repeat much of what has been said; our Interim District General Manager is an exceptional person. We have had the time to see how he settles into the chair. He is really excited to have a championship team coach which demonstrates how he brings people together and that he sees him doing that with IVGID. He is a great man and in looking at his characteristics, he stepped into a cauldron not only after becoming Interim District General Manager but then we got hit with a pandemic and it is a challenge that is getting tougher and when the going gets tough, the tough gets going. Interim District Manager Winqest is outstanding and he knows that we were all leaping at making the motion so he is pleased to have seconded it. Trustee Dent said he will not repeat and will say ditto to what his fellow Trustees have said. Thank you to Interim District General Manager Winqest for stepping in and giving us the last eleven months as it has been a lot different than his first four years and nine months. It has been a lot different under your leadership and he cares about the Trustees. He is cleaning up a mess, you are making the effort, and thank you for your efforts so far.

Hearing no further comments, Chairman Callicrate called the question – the motion was passed unanimously.

F.2. Review, discuss, and possibly accept General Manager's Employment Agreement (Requesting Trustee: Chairman Tim Callicrate)

Chairman Callicrate said that he would like to give the General Manager an opportunity to make a statement. District General Manager Indra Winqest said thank you for all the comments and that he has enjoyed working with the Board and that he would like to read the following prepared statement:

"I want to thank the Board of Trustees and the community for their support and the opportunity to lead the District as General Manager. These past eleven months has been unlike any time in our lives. I never thought that I would be managing the District through a worldwide pandemic and all of the daily if not hourly challenges it presents. I would argue it has been the most difficult and challenging time that the District has ever experienced. Times have become

anxious, awkward, uncertain and unpredictable. As a District, I feel that we have been able to maintain our composure and make well thought out and intelligent decisions. I cannot thank the community enough for your patience and understanding. Additionally, I am thankful for all of the communication, advice and support that I have received from our Board members. Lastly, I cannot say enough about the resiliency of the IVGID Staff. There is no playbook for what we are enduring. I have been with the District for seventeen plus years and have worked at almost every layer of Staff and management. I have seen many changes over the years and I believe that there are many changes to come. We need to continue to focus on financial efficiency and stability, defining the levels of service that IVGID provides, sustainable and intelligent capital planning with an emphasis of taking care of what we currently have, regional agency collaboration, communication and transparency, and taking care of one of our most precious resources, our workforce. Ultimately, it's about providing our residents and their guests a high level quality of life. Some of the challenges I see facing us in the near future is managing the impacts of COVID-19, planning for technology/information technology infrastructure, workforce and recruitment, economic volatility, as well as onboarding at least one new Board member after this next election. If fortunate enough to become the IVGID General Manager, over the next six months or so, some of my goals are:

*Effectively manage through COVID crisis;
Financial reporting;
Utility reserve fund/rate study;
Internal controls;
Transition back to Enterprise Fund Accounting;
Revisions to Ordinance 7 and in particular beach access;
Revise punch card accounting;
Develop and work with the Board to approve a 2020/2022 Strategic Plan; and
Transition to a new Legal Counsel.*

I would be happy to review the progress with the Board of Trustees in the next six to nine months. Lastly, listed in the General Manager's employment agreement is the ability to continue to do couple of things that I am passionate about outside of work including serving on the Board of my daughter's charter school and coaching basketball in the community. As mentioned, I do serve on the Board of my daughter's

charter school. I have for the past two years and there has never been an impact on my responsibilities due to IVGID. I attend one Board meeting a month and response to a couple hours' worth of emails and telephone calls. I also have been coaching basketball in the community for over ten years. Coaching and mentoring youth in the community is something that I am very passionate about and it's something that drives me and something that makes me the person that I am. I do feel confident that this does not affect my responsibilities due to IVGID. High school basketball season is typically eleven to twelve weeks in the winter months. I work practices around by IVGID responsibilities and games are typically on Fridays and Saturdays. Therefore, I do this on my own personal time. I have been Interim General Manager for eleven months and I coached this past season and I do not think there was any impact on my responsibilities to IVGID. Anyone who has ever worked with me knows I work all hours of the day to ensure that responsibilities are taken care of. Thanks again for your support and this opportunity.

District General Manager Winquest added that he sent an e-mail to the Board of Trustees, regarding his employment agreement, and that he has decided to remove paragraph 4.2 [request for \$1 million life insurance policy] in its entirety and to reduce the cell phone stipend down to fifty dollars which is what he is getting right now. He is not asking for anything more than what he has, the agreement was negotiated in good faith, and that he appreciates all of the support as everyone did a good job.

Trustee Morris made a motion to accept the General Manager's Employment Agreement with two changes – eliminate paragraph 4.2 in its entirety and in paragraph 4.2.b, reduce to fifty dollars (\$50). Trustee Wong seconded the motion. Chairman Callicrate asked if there were any further comments.

Trustee Schmitz said, in Section 11, Miscellaneous, paragraph 11.1, she would like to change IVGID to Board of Trustees and then in that same paragraph, Board Practices are missing. She would like to suggest on paragraph 8.6, very last point (ii), act as a Board member for the charter school provided that the time for such endeavors does not interfere with his duties. Trustee Schmitz said that she didn't know if this was the time to make changes to the General Manager's job description, specifically agenda packet pages 14 and 15. District General Counsel Nelson said that this was

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approved by a separate Board action and that he wouldn't recommend making a change to the exhibit however maybe we could make it 1.1 or as it may be amended from time to time. Trustee Schmitz said that is fine and that she feels that internal controls and Audit Committee is missing within the job description so she finds it acceptable to defer this to another time but that it is something that we should revisit. Chairman Callicrate said that he agrees and it is important so we can judge him and that these were good catches made by Trustee Schmitz and thanked District General Counsel Nelson for weighing in. Trustee Schmitz asked if the Staff could clarify for us what his compensation levels have been compared to this contract and if he or the Director of Human Resources could answer how that level compares to other special districts as she thinks that would be helpful information for the public. District General Manager Winqest said that when he was promoted to the Assistant District General Manager he believes his salary was between \$160,000 and \$165,000 and in the spirit of full transparency, when he was named to Interim District General Manager, he was moved up to what the former District General Manager was making which was \$185,000. Chairman Callicrate said that an e-mail was put together which included the comps in the region and asked the Director of Human Resources to touch upon that information. Director of Human Resources Dee Carey said that was posted on the website. Chairman Callicrate asked for a verbal overview. Director of Human Resources Carey said that she and her team do look at other agencies in the basin that are special districts and that have similar set ups. IVGID doesn't generally compare ourselves to Washoe County. In October 2019, and in anticipation of moving forward with this position, we found that the overall average base is \$208,922. We looked at North Tahoe Public Utility District, South Tahoe Public Utility District, Tahoe City, Sun Valley and Truckee Tahoe Sanitation. As a point of reference, IVGID remains as current as possible and in 2017 our information showed that we were behind the average at that time and we were a negative 9.9% and on the average, with benefits, we were at a negative 15.9%. We are still a little bit behind but that is where we are. Chairman Callicrate said thank you as that puts it into some perspective. Trustee Dent said he missed seeing that in the packet and wished it had been included as quite a few people have asked about it. With the contract, pages 8 and 10, paragraphs 6.8 or 10.1, it is a redundant paragraph when it comes to cause. On 6.8, there is nothing if a future General Manager were to check out and start looking for another job so does negligence work or is there something else if a future General Manager checks out? District General Counsel Nelson said if the General Manager doesn't come to work that would be included with gross negligence and that would be cause but not as an

express language. He has seen a number of these contracts and the cause language in 6.8 is pretty standard but it is subject to Board edit. Trustee Schmitz said that she is not an attorney and that for materially dishonest or gross negligence is that when you add the qualifier, does that leave things ambiguous and what is gross negligence? District General Counsel Nelson said in legal terms, it is important enough to matter. Where it is about material that would be related to finances, Board policies, etc. and that is important enough for people to have an issue. Simple negligence or basic is any situation when someone is harmed from that mistake. It is a low standard and bar and gross is a higher standard and is a really, really big mistake and these are legal terms of art. Trustee Morris said that he is happy with his motion, that he hasn't withdrawn his motion, and that he is willing to add language on 1.1 with the second to last sentence or as amended from time to time by the Board of Trustees. Trustee Wong said that if we want to make changes we must defeat this motion because Trustee Schmitz has suggested some more edits.

Hearing no further comments from the Board, Chairman Callicrate called the question, all Trustees voted in opposition thus the motion was not passed.

Trustee Morris asked Trustee Schmitz to share the changes she would like to see made. Trustee Schmitz said that she would like to change IVGID to Board of Trustees in consultation with the General Manager and then lower in the same paragraph, practices is just missing in that particular paragraph.

Trustee Morris made a motion to accept the General Manager's Employment Agreement with the changes as discussed in this meeting. Trustee Wong seconded the motion. Chairman Callicrate asked if there were any further comments; there were none, so the question was called – the motion was passed unanimously.

Chairman Callicrate said congratulations.

At 6:56 p.m., Chairman Callicrate called for a ten-minute break; the Board reconvened at 7:10 p.m.

F.3. Discussion about Punch Card Utilization and Accounting – Laying the foundation for a special meeting of the Board of Trustees at a future date (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio gave an overview of the submitted materials. Chairman Callicrate said, agenda versus the packet, do you need a motion because we don't need one to have a presentation and that we are ending this meeting at a time specific due to time constraints with the Board thus it would it be better to set the date/time for a special meeting? Director of Finance Navazio said that is up to the Board and there is no motion needed for item 3. Chairman Callicrate said no motion is needed for the presentation and that the presentation is pretty self-explanatory and that he would like to address this at the special meeting as his preference. He would like to set the future date in the not too distant future and have a separate meeting to go through this item. Director of Finance Navazio said because this was intended to be a table setting, which perhaps is not needed, that he would like to connect with the Board members to see if clarification would be helpful as one of the goals for this item this evening was to get feedback on the information provided. Chairman Callicrate said that he would prefer an individual meeting with the Director of Finance and the General Manager. General Manager Winqest said that he will talk to the Chairman offline about setting a workshop date and that this is a priority for both himself and the Director of Finance. Chairman Callicrate said that the community would like to have a separate, standalone meeting so it won't get lost and that we will touch base tomorrow or shortly thereafter. Director of Finance Navazio said that one of the takeaways from this presentation is timing and scheduling because there are implications to Ordinance 7 so it is important to have the proper context. Chairman Callicrate said that he agreed and that we will get this ironed out very quickly so that it is doable.

F.4. Review, discuss and possibly amend the District's 2019/2020 budget to re-establish capital project and debt service funds for Community Services and Beach (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio gave an overview of the submitted material.

Trustee Schmitz made a motion to authorize the District General Manager and Director of Finance to amend the adopted Fiscal Year (FY) 2019/20 budget to re-establish capital project and debt service funds for Community Services and Beach. Trustee Dent seconded the motion. Chairman Callicrate asked for further comments, hearing none, he called the question and the motion was unanimously passed.

G. APPROVAL OF MINUTES (for possible action)

G.1. Meeting Minutes of Regular Meeting of May 27, 2020

Chairman Callicrate asked for changes, none were submitted so the minutes were approved as submitted.

H. PUBLIC COMMENTS*

Frank Wright said he is a candidate for the Board and congratulations as you acted as a Board and accomplished some stuff. Take the time and fix things that need to be fixed. This is not a one-man job. The Boards that have been in place for the past years have been nonfunctional and we had a General Manager that did things that the Board wasn't aware of. Now, we have a Board that is engaged, knowledgeable, and does their research and a General Manager that is going to work well with all of us. He is seeing good changes so let's move on.

Diane Becker said that she wanted to address something that occurred at the Audit Committee and at this meeting. She wrote her e-mail about Dillon's Rule because of the concerns submitted by the residents. She is concerned about the presentation made by District General Counsel because in her letter she thinks that you should talk about what you can and can't do. You don't have an opinion rather it appears that you only care about resolving legal disputes with IVGID and the residents. She is hopeful that the attorney will hear what she is saying and look at the expenses and if errors were made, get them corrected. If acceptable, say that as she would really appreciate it.

Yolanda Knaack congratulated Mr. Winquest and said that she thinks the Board did the correct thing in hiring him.

Cliff Dobler said congratulations to Mr. Winquest and that he got one hellava deal; good luck on the next three years. The Board didn't discuss anything about the punch card utilization and that the Director of Finance said it was in accordance with the current practices and procedures so he would like to get those in writing. He would also like to really see what Eide Bailly provided when we paid them \$4,200. He asked for it and what they said was to give an opinion on the punch card accounting. Would it change the CAFR, answer was no, but we don't know how they came to that conclusion? Good job guys and have a good evening.

Chairman Callicrate congratulated Mr. Winquest on becoming the District's General Manager and noted that this is a classic example of someone who works

their way up through an organization, not corporate America which is different rules, and that has always been an ethical individual. He is very happy that the Board of Trustees supported you unanimously.

I. **ADJOURNMENT** *(for possible action)*

The meeting was adjourned at 7:34 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Submitted by Alexandra Profant (3 pages): Public Comment for Tuesday, June 29 2020 Meeting

Submitted by Aaron Katz (3 pages): Written statement to be included in the written minutes of this June 30, 2020 regular IVGID Board meeting – Agenda item C – Public Comments – Further evidence that the Beach (“BFF”) and Recreation (“RFF”) facility fee(s) do not represent amounts actually “required” to make the District’s beach and/or recreational facility “available” to be used by those whose parcels/dwelling units are assessed

Submitted by Aaron Katz (10 pages): Written statement to be included in the written minutes of this June 30, 2020 regular IVGID Board meeting – Agenda item C – Public Comments – What those who are compelled to pay really get for their Beach (“BFF”) and Recreation (“RFF”) facility fees

Submitted by Aaron Katz (9 pages): Written statement to be included in the written minutes of this June 30, 2020 regular IVGID Board meeting – Agenda item F(2) – Public Comments – Indra Winquest’s proposed employment agreement

Submitted by Linda Newman 5 pages): June 30, 2020 IVGID Board of Trustees Meeting Written Comment by Linda Newman – To be included in the Minutes of the Meeting with my 6-30-2020 public comment

To Board of Trustees IVGID
Re: Public Comment for Tuesday June 29 2020 Meeting

To the Board, and IVGID Staff,

Thank you for the work you are doing as elected officials and the staff which serves all of us. Susan has been great about getting me paper packets.

Thank you for including a copy of the lawsuit -CIVIL Action 240863 in the Agenda Packet(s).

Thank you for including a copy of the original deed relative to the beaches being dedicated to owners, their tenants, and the owners' guests.

My comments are as follows:

1. It has come to my attention that many are confused about what an architect conservator/ architectural conservator is. Enclosed please find a definition of architecture conservation.

In recent weeks I have had the opportunity to interact with the State Board Of Architecture regarding this term, as it relates to the practice of architecture. I hope the definition clears up any confusion any person may have with the difference between the two professions, which are often complementary and at times get co-mingled. I have made myself available to this state board to assist with getting a definition, for *architecture conservation* added to the state law which governs the design and construction industry, to better educated those not familiar with the profession and its federal standards.

2. In regards to the audit committee, I am in support of and endorse Mr Dobler as a candidate to be included in and added to the audit committee, as a community member at large position.
3. I would like the Board to comment in a formal manner of what your understanding of "enterprise funds" versus "government funds" are. I am not sure I understand, and would be interested to know what informs the difference. I think, after reading Ms. Newman's comments that many might be interested in understanding the difference and what informs it.
4. Also, I am still a candidate for the District One Planning Commission. I spoke with Marcia Berkbigler and when I spoke with her, last, the seat had not been filled. I am still available to fill it, if I am still being considered.
5. In the last meeting, I submitted a committee minutes from the last legislative session relative to HOA investigations and frauds related to construction defects. and that the state often asks for federal agency assists with investigations. This is important to note when the short term rental issues are getting passed to "HOA"s. As the construction defects may and often do interface with utilities provisions. What happens if and when an HOA was never lawfully formed in the first place? We need solutions for people to fix these problems.

Considering adding further "laws" (Short Term Rental) to deepen the mired issue before understanding the planning structure relative to local, regional, state, federal, and certified local governance relative to the overreach of the TRPA, and need to recognize our CAB is tantamount to attack the problems we will face in the future.

The importance of this cannot be overstated.

6. Please allow yourselves the room and breathing space you need, to step back, slow down and first address the matters at hand, which is the AUDIT, and any and all law enforcement requisite to pursue justice, and address the past violations affecting us all, as property, and parcel owners in Incline Village and Crystal Bay- District One in Washoe County Nevada.

Thank you for your time and the civic work you do. I do not envy you with the tasks you undertake, but have confidence in your abilities and am grateful these issues are finally getting addressed!!!

Thank you.

Alexandra Profant
4 Regal Cr at The Royal Pines
Incline Village NV 89451
775.831.3677 home-office
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This is Working Draft related to a work product being developed by and for The Tahoe Foundation®
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(This is an excerpt being sent out as a working draft to working professionals in the realm of architecture, preservation technology, and architectural history, and the academic arena for vetting, suggestions, omissions, etc.)

**To be included in The T A H O E Foundation TAHOE METHOD™
Glossary of Terms**

A vocabulary of working professionals in the worldwide design arena.

Definitions:

architecture conservation

From Old French *conserver* (verb), *conserve* (noun), from Latin *conservare* 'to preserve,' from *con-* 'together' + *servare* 'to keep.'

The act of architecture conservation in simple terms may be described as:

The act of saving /observing architecture in situ and noting a specific date and time resulting in a deliverable, historic record /archive. The archive is often made up of large drawing(s) or film photography based print(s), on acid free and archival papers and formats.

A series of approaches and skill sets used to derive an historic record through primary research, and observations using specific criteria and standards, defined through the processes known as archival documentation. Architecture conservation is merely a support service, to professional practitioners, trades persons, and historians.

Contrary to the title, it does not include the professional practice of architecture, but is a stand alone artistic and archival practice.

The methods and practice of architecture conservation and the support services it provides causes deliverable products to provide, an historic and accurate record. The services provided in architecture conservation do not require the person providing the services to possess a license in architecture, but rather a grasp of specialized skill sets utilizing the haptic as the means to conduct primary research.

Hand measured drawings supported by film negatives and photography, is the established standard.

An international notation system is used and was established as a part of a larger criteria and standard recognized by Library of Congress of the United States of America, and ICOMOS.(International Council on Monuments & Sites) by the National Park Service Department of the Interior.

The standards are referred to by the Park Service and those in the fields of architectural history and preservation technology as follows: "HABS" (Historic American Building Survey), "HAES" (Historic American Engineering Survey), and "HALS" (Historic American Landscape Survey). The surveys standards address the documenting of 'cemeteries', monuments, and gravestones.

In the planning realm, architecture conservation is helpful to introduce a slowing. (Slowing is sometimes helpful when a private property owner's intent, or a government owned property, slated for demolition, causes the public to mischaracterize a property situation.) The introduction of architecture conservation as a support service often introduces a productive dynamic addressing issues hidden, and short sightedness of those not involved in a complex project, long range views often necessary and the historic record generated from the architecture conservation, addresses the sites' alleged to be a "nuisance, or "blighted".

The historic record, then and often may become a reference point to inspire directives of the owner(s), procure public support or private added funding, and helps a community, or owner to discover a self determinism. This is sometimes realized through reconsideration, or abstention of original intent before including numerous factors (and at times, liabilities), before moving forward with a project's completion or steps to address a phased project intervention, to prevent, and/or arrest potential damage, otherwise unseen.

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 30, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENTS – FURTHER EVIDENCE THAT THE BEACH (“BFF”) AND RECREATION (“RFF”) FACILITY FEE(S) DO NOT REPRESENT AMOUNTS ACTUALLY “REQUIRED” TO MAKE THE DISTRICT’S BEACH AND/OR RECREATIONAL FACILITIES “AVAILABLE” TO BE USED BY THOSE WHOSE PARCELS/DWELLING UNITS ARE ASSESSED

Introduction: “As part of (IVGID’s)...annual budget process, (each year) the (IVGID) Board... approves a resolution which outlines the billing and collection process(es) set forth in Nevada Revised Statutes 318.197¹ (establishing standby service charges for services and facilities furnished by the District) and 318.201² (establishing the method of collection), as well as establishing the amount of the Recreation...(RFF) and Beach...(BFF)...Facility Fee(s)...to be collected.” At its meeting of May 27, 2020, the IVGID Board took action (via Resolution 1879³) approving the Final Report for Collection (of the RFF/BFF for FY2020-21 (“the Report”). Both ¶3⁴ of Resolution 1879 and ¶II of the Report⁵ recited that the sums assigned to the RFF and BFF are required “for the costs of...acquisition, administration, operation, maintenance and improvement of the recreational facilities, including the improvements thereon...equipment and facilities...and of the servicing of bonds issued or to be issued therefor.” But as revealed in the current 6/30/2020 Board packet⁶, that’s not really the truth. And that’s the purpose of this written statement.

¹ Go to <https://www.leg.state.nv.us/nrs/NRS-318.html#NRS318Sec197>.

² Go to <https://www.leg.state.nv.us/nrs/NRS-318.html#NRS318Sec201>.

³ See pages 107-116 of the packet of materials prepared by staff in anticipation of the IVGID Board’s May 27, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-27-2020.pdf (“the 5/27/2020 Board packet”)].

⁴ See page 108 of the 5/27/2020 Board packet. A copy of this page with an asterisk next to the referenced language is attached as Exhibit “A” to the companion written statement requested to be attached to the minutes of this meeting answering the question what parcel/dwelling unit owners assessed the BFF and/or RFF get for paying their BFFs/RFFs, and incorporated herein.

⁵ See page 114 of the 5/27/2020 Board packet. A copy of this page with an asterisk next to the referenced language is attached as Exhibit “B” to the companion written statement requested to be attached to the minutes of this meeting answering the question what parcel/dwelling unit owners assessed the BFF and/or RFF get for paying their BFFs/RFFs, and incorporated herein.

⁶ See page 28 of the packet of materials prepared by staff in anticipation of this June 30, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/0630_-_Regular_-_Searchable.pdf (“the 6/30/2020 Board packet”)]. A copy of this page with an asterisk next to the referenced language is attached as Exhibit “C” to the companion written statement requested to be attached to the minutes of this meeting answering the question what parcel/dwelling unit owners assessed the BFF and/or RFF get for paying their BFFs/RFFs, and incorporated herein.

What IVGID's Finance Director Tells Those Who Are Compelled to Pay the RFF/BFF What Sums Are Really "Required" to Pay For Such Expenditures: "Each year, the District budgets for... annual District expenditures for operations, capital projects and debt (service based upon estimated) ...revenues collected from Facility Fees (and)...charges for services paid by customers accessing District (recreational) facilities and programs."⁶ In other words, just like tax revenues, the larger the RFF/BFF the greater the expenditure.

Consequently the RFF/BFF Represent Nothing More Than the Difference(s) Between Estimated Overspending and Revenues Assigned by Staff to the Community Services and Beach Funds: We've had this discussion before⁷. Instead of limiting spending to estimated revenues, the RFF IVGID involuntarily assesses subsidizes the difference between revenues and overspending staff assign to "recreation." Similarly, the BFF IVGID involuntarily assesses subsidizes the difference between revenues and overspending staff assign to the "beaches." In other words, overspending is linked to the amount of the RFF/BFF; the greater the RFF/BFF, the greater the overspending. Or stated differently, the RFF/BFF have become IVGID's "dependable and reliable" "go to" funding sources to spend rather than spending based upon the just, reasonable and necessary costs staff incur "for the proper servicing of (recreation)...bonds and...the administration, operation, maintenance, and improvement of (our recreation venues, their)...equipment and facilities"⁵ after applying revenues from other sources such as fees and sales charges⁸. Without these subsidies, the commercial business operations IVGID undertakes would and do *lose money*.

In Fact, Ever Since Former Finance Director Gerry Eick Invented the Notion of "Smoothing," the RFF/BFF Have Represented *More* Than Mere Difference(s) Between Estimated Overspending and Revenues Assigned by Staff to the Community Services and Beach Funds⁹:

Conclusion: Therefore the Board's representations to local parcel/dwelling unit owners and the public (via Resolution 1879³) of what monies are "required" from the RFF/BFF are *not* accurate. This explains why the RFF/BFF will never be reduced because as the reader can see, District expenditures will always be tied to these funding sources.

⁷ See footnote 5 at pages 468-469 of the packet of materials prepared by staff in anticipation of the Board's April 10, 2019 meeting [https://www.yourtahoepalace.com/uploads/pdf-ivgid/BOT_Packet_Regular_4-10-19.pdf ("the 4/10/2020 Board packet")]. Or pages 82-83 of the packet of materials prepared by staff in anticipation of the Board's June 13, 2018 meeting [https://www.yourtahoepalace.com/uploads/pdf-ivgid/BOT_Packet_Regular_6-13-2018.pdf ("the 6/13/2018 Board packet")].

⁸ This explains why former IVGID Trustee Chuck Weinberger observed that "*everything* the Board votes on affects the RFF" [see page 55 of the packet of materials prepared by staff in anticipation of the Board's January 26, 2011 meeting ("the 1/26/2011 Board packet").

⁹ See pages 138-145 of the packet of materials prepared by staff in anticipation of the Board's July 20, 2017 meeting [https://www.yourtahoepalace.com/uploads/pdf-ivgid/BOT_Packet_Regular_7-20-17.pdf ("the 7/20/2017 Board packet")].

And to those asking why our RFF/BFF are as high as they are, and never seem to go down, now you have another example of the reasons why.

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

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 30, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENTS – WHAT THOSE WHO ARE COMPELLED TO PAY REALLY GET FOR THEIR BEACH (“BFF”) AND/OR RECREATION (“RFF”) FACILITY FEES

Introduction: “As part of (IVGID’s)...annual budget process, (each year) the (IVGID) Board... approves a resolution which outlines the billing and collection process(es) set forth in Nevada Revised Statutes 318.197¹ (establishing standby service charges for services and facilities furnished by the District) and 318.201² (establishing the method of collection), as well as establishing the amount of the Recreation...(RFF) and Beach...(BFF)...Facility Fee(s)...to be collected.” At its meeting of May 27, 2020, the IVGID Board took action (via Resolution 1879³) approving the Final Report for Collection (of the RFF/BFF for FY2020-21 (“the Report”). Both ¶4(b)⁴ of Resolution 1879 and ¶I of the Report⁵ recited that the RFF/BFF pay “for the (mere) availability of use of IVGID’s beaches; boat launch ramp; Championship golf course; Mountain golf course; tennis facilities; the Chateau and Aspen Grove; Diamond Peak Ski Resort, and Recreation Center, including reduced rates for season passes and reduced daily rates.” But as revealed in the current 6/30/2020 Board packet⁶, that’s not really the truth. And that’s the purpose of this written statement.

What IVGID’s Finance Director Tells Those Who Are Compelled to Pay the RFF/BFF They Get For Paying the BFF and/or RFF: “In ‘exchange’ for payment of RFFs and BFFs, property owners (and/or their assignees) are afforded the opportunity to receive up to five Recreation (Picture Passes)...(Punch Cards), or any combination thereof.”⁶

Conclusion: Therefore the Board’s representations to local parcel/dwelling unit owners and the public (via Resolution 1879³) of what they receive in consideration of forced payment of the RFF/BFF

¹ Go to <https://www.leg.state.nv.us/nrs/NRS-318.html#NRS318Sec197>.

² Go to <https://www.leg.state.nv.us/nrs/NRS-318.html#NRS318Sec201>.

³ See pages 107-116 of the packet of materials prepared by staff in anticipation of the IVGID Board’s May 27, 2020 meeting [https://www.yourtahoepace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-27-2020.pdf (“the 5/27/2020 Board packet”).]

⁴ See page 109 of the 5/27/2020 Board packet. A copy of this page with an asterisk next to the referenced language is attached as Exhibit “A” to this written statement.

⁵ See page 113 of the 5/27/2020 Board packet. A copy of this page with an asterisk next to the referenced language is attached as Exhibit “B” to this written statement.

⁶ See page 34 of the packet of materials prepared by staff in anticipation of this June 30, 2020 meeting [https://www.yourtahoepace.com/uploads/pdf-ivgid/0630_-_Regular_-_Searchable.pdf (“the 6/30/2020 Board packet”).] A copy of this page with an asterisk next to the referenced language is attached as Exhibit “C” to this written statement.

and its alleged benefit to real property, are *not* accurate. This is an important distinction because Picture Passes and Punch Cards are benefits to *people* rather than *property* (“the Trustees find that the *owners* of the parcels set forth herein are directly benefited”⁷). What then is the justification for “elect(ing) to have such charges for the forthcoming fiscal year collected on the tax roll (for)...each parcel of real property (*not*) receiving...services and facilities?”⁸

And to those asking why our RFF/BFF are as high as they are, and never seem to go down, now you have another example of the reasons why.

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

⁷ See §§4(b) and (c) of the 5/27/220 Board packet.

⁸ See NRS 318.201(1)². A copy of this page with an asterisk next to the referenced language is attached as Exhibit “B” to this written statement.

EXHIBIT "A"



RESOLUTION NO. 1879

**A RESOLUTION APPROVING THE REPORT
FOR COLLECTION ON THE COUNTY TAX ROLL
OF RECREATION STANDBY AND SERVICE CHARGES
(ALSO KNOWN AS RECREATION FACILITY FEE AND BEACH FACILITY FEE)**

Page 2 of 4

WHEREAS, said Board met at said time and place and XXXX (X) person(s) appeared and XXXX (X) person(s) protested against the charges made on their property and against said report, and the Board fully heard all persons and considered all matters and was fully advised in the premises, and did by motion revise, change, reduce or modify any of the charges therein which, in its opinion, were so required in order that said charges be equitably distributed among the several parcels of property contained in the report;

NOW, THEREFORE, IT IS ORDERED as follows:

1. That protests were not made at or before said hearing by the owners of a majority of separate parcels of property described in said report, and that said Board has jurisdiction to take further proceedings in relation thereto;
2. That all revisions, changes, reductions or modifications required, be made in said report that are, in the opinion of the Board, required to be made in order that said charges be equitably distributed among the parcels of property contained therein, and all other protests are overruled.
3. That said report contains all of the properties within the District that will be benefited by being charged for the costs of the acquisition, administration, operation, maintenance and improvement of the recreational facilities, including the improvements thereon, and of the servicing of bonds issued or to be issued therefor.
4. The Board of Trustees finds that each parcel assessed pursuant to this Resolution and in its report for the collection on the Washoe County tax roll of standby and service charges for the fiscal year 2020-21 is specifically benefited as follows:
 - (a) Ordinance No. 7 sets forth in detail the specifics of the benefits available to property owners of all properties, whether improved or unimproved.



RESOLUTION NO. 1879

**A RESOLUTION APPROVING THE REPORT
FOR COLLECTION ON THE COUNTY TAX ROLL
OF RECREATION STANDBY AND SERVICE CHARGES
(ALSO KNOWN AS RECREATION FACILITY FEE AND BEACH FACILITY FEE)**

Page 3 of 4

- (b) The Board specifically finds that the availability of the use of IVGID's beaches; boat launch ramp; Championship golf course; Mountain golf course; tennis facilities; the Chateau and Aspen Grove; Diamond Peak Ski Resort, and Recreation Center, including reduced rates for season passes and reduced daily rates, are all benefits which inure to the owners of properties assessed hereunder. The Board also finds that such benefits are provided to said properties whether or not they are developed. ✱
- (c) In conclusion, the Trustees find that the owners of the parcels set forth herein are directly benefited in a fair and reasonable way for the sums which they are charged. ✱

5. That the rates charged for natural, intrinsic and fundamental distinctions are reasonable in their relation to the object of the charges imposed in said report, and that said charges have been apportioned in relation to said natural, intrinsic, fundamental and reasonable distinctions among said rates.

6. That said report, as revised, changed, reduced or modified, if any, is hereby adopted and that all of the charges herein constitute a perpetual lien on and against each of the parcels of property in the amount set opposite their description in said report, which lien is effective as of the date on which general taxes for the fiscal year 2020/2021 become a lien.

7. The Secretary shall file with the Washoe County Treasurer a copy of the report with a statement endorsed thereon over his signature that it has been finally adopted by the Board, and the Washoe County Treasurer shall enter the amounts of the charges (*in two separate and distinct lines items identified as Recreation Facility Fee and Beach Facility Fee*) against the respective lots or parcels of land as they appear on the current Washoe County tax roll, (including children parcels if the parent is closed as defined by the Washoe County Assessor).

8. The Washoe County Treasurer shall include the amount of the charges (*in two separate and distinct lines items identified as Recreation Facility Fee and*

EXHIBIT "B"



Report

**FOR COLLECTION ON THE COUNTY TAX ROLL OF
RECREATION STANDBY AND SERVICE CHARGES**

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

This report has been prepared pursuant to the order of the Board of Trustees (herein called "Board") of the Incline Village General Improvement District (herein called "District"), Washoe County (herein called "County"), Nevada, for the purpose of having recreation standby and service charges, herein called ("charges"), for the fiscal year 2020-2021, collected on the general tax roll for said year of the County, and is based on the following facts, determinations and orders, the Board has adopted charges pursuant to NRS 318.201 through prior annual reports and other actions including:

Resolution Number	Date Approved	Venue Affected	Related Bond Maturity Date
419	10/5/1967	Burnt Cedar and Incline Beach	N/A
420	10/5/1967	Burnt Cedar and Incline Beach	N/A
450	4/16/1968	Burnt Cedar and Incline Beach	N/A
1261	7/13/1976	Golf Courses, Ski Area, Beaches	N/A
1262	7/29/1976	Golf Courses, Ski Area, Beaches, Tennis and Recreation Parcels	2022**
1750	1/14/2004	Golf Courses, Ski Area, Parks, Tennis and Facilities	2014
1785	5/28/2008	Ski Area	2018

** Resolution 1262 related bond issue was part of refunding in 1991, 2002 and 2012.



- I. The following annual charges are for the availability of use of the recreational facilities above described, and such charges (excepting those charges collected directly by the District) shall be collected by the Washoe County Treasurer at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes for the District.
- A. **Dwelling Unit Included in the District Prior to June 1, 1968.** \$330 annual base Recreation Facility Fee for each dwelling unit, whether such unit stands alone or is part of a multiple unit residential structure and whether or not such unit is separately assessed by the County Assessor; and an additional \$500 annual Beach Facility Fee pertaining to the use of the beaches or boat launching area. (For purposes hereof, a dwelling unit shall be placed on the roll at the earlier of the commencement of construction, site preparation, or utility meter installation on any portion of the lot on which the dwelling unit is located.)
- B. **Other Parcels in the District Prior to June 1, 1968.** For each parcel separately assessed by the County Assessor, which parcel does not contain any dwelling units, \$330 annual base Recreation Facility Fee and an additional \$500 annual Beach Facility Fee pertaining to the use of the beaches or boat launching area.
- C. **Properties Annexed After June 1, 1968.** Properties annexed to the District after June 1, 1968, shall have an annual base Recreation Facility Fee of \$330. Properties annexed after June 1, 1968, are not entitled to the use of the beaches or boat launching area and pay no Beach Facility Fee.
- D. **Exceptions.** Lots, parcels and areas of land used, or the portions thereof used, or intended to be used, for religious purposes or educational purposes; common areas without occupied structures appurtenant to a condominium or townhouse cluster; and publicly owned lands, are excepted and excluded from the charges imposed by subsections A through C of this section. In addition, any parcel which is (1) undeveloped, and (2) subject to a deed restriction, acceptable to IVGID staff, preventing any and all development of the parcel in perpetuity, which deed restriction is recorded in the Washoe County Recorder's Office, and (3) whose owner agrees to waive in perpetuity on his own behalf as well as on behalf of his successors and assigns any right to demand in the future any recreation privileges arising from or associated with said parcel is also excepted and excluded from the charges imposed by subsections A through C of this section.

Any exception granted pursuant to paragraph I. D shall operate prospectively only from and after the date subsequent to which such exception is approved by the *Board of Trustees* of the Incline Village General Improvement District and no exception as created by the paragraph I. D shall have any retroactive application.

EXHIBIT "C"

Ordinance 7 (as amended March 1998)

In "exchange" for payment of Recreation Facility Fees and Beach Facility Fees. Property owners (and/or their assignees) are afforded the opportunity to receive UP TO FIVE Recreation (Picture Passes), Recreation Punch Cards (Punch Cards), *OR ANY COMBINATION THEROF.*



Picture Passes -

Non-Transferable Picture Identification

Provides for Beach Access at No Charge

Discounted Rates at District Facilities and Programs

Recreation Punch Cards -

Transferable Punch Card

✦ *Used to Pay DIFFERENCE Between Resident Rate(s) and Non-Resident Rate(s)*

Bear a FACE VALUE established by the Board (currently 1/5 for Recreation Facility Fee and (if applicable) Beach Facility Fee

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 30, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM F(2) – PUBLIC COMMENTS – INDRA WINQUEST’S PROPOSED EMPLOYMENT AGREEMENT

Introduction: Now that the Board has appointed Indra Winquest to be permanent GM¹, here our Chairperson seeks Board approval of an employment agreement he arguably negotiated² with our new General Manager (“GM”). Because it’s one thing to appoint Indra as GM, and quite another to give away the store to him in the form of a compensation and benefit package, I object. And that’s the purpose of this written statement.

Prelude: We all know Indra is a personable fellow. Moreover, by-and-large he is respectful and courteous. However, his demeanor is no reason to make him IVGID’s GM. And it’s no reason to pay him hundreds of thousands of dollars of our Rec Fees, especially when he is neither qualified to be IVGID’s chief executive officer (“CEO”), nor a strong leader.

Although Indra has been an IVGID employee in our Recreation Department for seventeen (17) or more years, what experience does he have with water or sewer utilities? How about solid waste removal? How about negotiating major public contracts? Or public finance when one of the skill sets for the job is the “leadership and management of disparate disciplines (such as)...finance, engineering, operations, administration...and marketing?”³ Or another is the ability “to turn enterprise(s) from loss to profit/ breakeven”⁴ and Indra has failed to generate a profit on any recreational facility or program under his management. So how is \$300,000 or more annually in compensation and benefits (see discussion below) appropriate?

One of Indra’s pet maxims is that no matter what the decision may be, he’s not going to be able to satisfy every one. And he’s right! However, Indra is more interested in being liked by everyone, than in making the right decisions, especially when they are hard decisions. And it seems to me and others I know that Indra would rather pander to the powerful special interest groups in our community than represent local parcel owners’ interests. In other words, he’s not a strong manager. Let me give some examples.

¹ Given our chairperson’s publicly expressed “love” of Indra, combined with the blind support Indra has received for years from trustees Wong and Morris, it’s obvious a majority of the Board is going to vote in favor of making Indra our permanent GM. It’s a done deal.

² See page 4 of the packet of materials prepared by staff in anticipation of this June 30, 2020 meeting [https://www.yourtahoepalace.com/uploads/pdf-ivgid/0630_-_Regular_-_Searchable.pdf (“the 6/30/2020 Board packet”).]

³ See ¶2 under “Experience,” at page 16 of the 6/30/2020 Board packet.

⁴ See ¶4 under “Skills and Ability,” at page 18 of the 6/30/2020 Board packet.

Beach Guests: I and others I know believe that the number one problem we have with beach overcrowding is staff's refusal to suggest to the Board a formal guest policy it can administer; one which *only* allows those guests who are physically accompanied by a local parcel/dwelling unit owner with beach access⁵, to access to the beaches. Notwithstanding IVGID holds bare legal title to the beaches, it is nothing more than local parcel owners with beach access' beach steward and fiduciary. In that capacity the beach deed declares that it shall be the IVGID Board which defines parcel owners' beach "guests." Yet staff adamantly refuse to fulfill their duties. And since Indra has been manager of the beaches for at least five (5) or more years, it is really Indra who refuses to fulfill his duties. Why?

Because Indra is terrified of the prospect of "crossing" realtors and short term rental property managers. In other words he's not a strong manager who is committed to doing the right thing and willing to "take the heat." So he'd rather accommodate beach overcrowding, blaming it on something disingenuous like rising Lake Tahoe levels, rather than putting a stop to the current practice of allowing commercial property managers' short term rental customers to access and use the beaches under the pretext they are an unaccompanied property owner's "guest."

The Hyatt's Two (2) RFFs/Beach Facility Fees ("BFFs"): At the Board's June 10, 2020 meeting I provided evidence that IVGID's founders drafted the beach deed so that the occupants of hotel/motel rooms would be guaranteed dedicated beach access. And in consideration, when the very first BFF was created, hotel/motel parcels were assessed multiple BFFs based upon their number of rooms available for occupancy. But on July 1, 1982 that all changed. Thereafter, hotel/motel parcels were assessed a single RFF/BFF, regardless of the number of rooms available for occupancy. No one seems to know why this change took place, and as far as I am concerned, IVGID staff have been 100% complacent with hotel/motel parcel owners.

Indra is terrified of the prospect of "crossing" the owners of the Hyatt, Biltmore, Cal Neva, Parkside Inn, Border House, Crystal Bay Motel, etc. In other words he's not a strong manager who is committed to doing the right thing and willing to "take the heat." So he'd rather extend preferential BFFs and/or RFFs to these parcel owners rather than putting a stop to the current practice and returning to the policy initially created under the pretext hotel/motel rooms are not dwelling units.

Understand That IVGID is *NOT* a County or City or Unincorporated Town Which Exists to Promote the Health, Safety and Welfare of its Inhabitants. Rather, it's Nothing More Than a Limited Purpose⁶ Special District⁷ Akin to a Mosquito District: Therefore we don't have the infrastructure of

⁵ After all, you're not entitled to preferential "guest" pricing at the Championship Golf Course unless physically accompanied by a local parcel/dwelling unit owner who pays the Recreation Facility Fee ("RFF"). So why should it be any different insofar as the beaches are concerned?

⁶ Limited to exercising those "basic power(s) for which the district is proposed to be created (for instance, by way of illustration, 'for paving, curb and gutters, sidewalks, storm drainage and sanitary sewer improvements within the district')" with the proviso "the basic power(s) stated in the [general improvement district's ('GID's')] initiating ordinance must be one or more of those authorized in NRS

funding courses to compensate our administrative chief executive officer (“CEO”) what a Washoe or Clark County or Reno or Las Vegas city would pay its CEO. In fact according to Transparent Nevada⁸, the proposed contract’s base pay for Indra is significantly higher than former GM Bill Horn’s and Steve Pinkerton’s. Moreover, it’s by far the highest base pay for any GM of any GID in the State⁹!

Understand The Extent of Compensation and Benefits at Least Three (3) Board Members

Propose Granting to Indra:

Section 2: Term of Agreement¹⁰: The proposed agreement provides “for a three (3) year term effective July 1, 2020.”

Section 3: Salary¹⁰: The proposed agreement provides for an “an annual base salary...in the amount of...\$195,000” (\$16,250 per month).

Section 3: Cost of Living Increases¹⁰: The proposed agreement provides for “annual...cost of living increases.”

Section 3: Annual Bonuses¹⁰: aka “performance evaluations.” The proposed agreement provides for annual bonuses based upon “performance evaluations.”

Section 4: Benefits¹¹: In addition to compensation (i.e., “salary”), the proposed agreement provides for: free “health, dental and vision insurance” for Indra as well as his family members (§4.1); free “recreational benefits” for Indra as well as his family members (§4.1) notwithstanding neither he nor any family member is entitled to beach access¹²; \$1 million or more of life and

318.116, as supplemented by the sections of this chapter (NRS318) designated therein” [see NRS 318.055(4)(b) {<https://www.leg.state.nv.us/nrs/NRS-318.html#NRS318Sec055>}].

⁷ See NRS 308.020(2) [go to <https://www.leg.state.nv.us/nrs/NRS-308.html>].

⁸ Go to <https://transparentnevada.com/salaries/search/?q=general+manager&page=2>.

⁹ For example, according to Transparent Nevada, the Sun Valley GID’s (“SVGID’s”) former GM, Darrin Price, after 31 years of employ with the District (go to <https://www.svgid.com/announcements/publications/>), was paid a base salary of \$96,376.58 (less than 50% of the proposed contract’s base pay). According to the SVGID’s web site, the current GM’s annual salary is \$109,879.62 (go to <https://www.svgid.com/wp-content/uploads/2019SVGIDAnnualCompensationBenefit.pdf>).

¹⁰ See page 6 of the 6/30/2020 Board packet.

¹¹ See pages 6-7 of the 6/30/2020 Board packet.

¹² Given they do not own property in Incline Village as it existed on June 8, 1968. In other words, in violation of the use covenant included in the beach deed (see https://www.yourtahoeplace.com/uploads/pdf-ivgid/Beach_Deed.pdf)!

disability insurance (¶4.2); up to \$24,000 annually¹³ contributed to an Internal Revenue Code 457(b) deferred compensation program¹⁴ (¶4.3); and, a \$100 per month phone/technology allowance (¶4.4).

Section 5: Leave¹⁵: In addition to compensation (i.e., “salary”) and benefits, the proposed agreement provides for: accrual of “four (4) hours of sick leave...each month” (¶5.4); at least 200 hours of “annual vacation leave” (¶5.1); and, paid holiday leave (¶5.3).

Section 9: Expenses¹³: In addition to compensation (i.e., “salary”), benefits, and leave, the proposed agreement provides for “reimbursement of reasonable business-related expenses” (¶9) such as food, beverage and entertainment.

Section 6: Termination of Agreement¹⁶: ¶6.4 of the proposed agreement provides that the “General Manager may voluntarily terminate (his) employment at any time by giving not less than thirty (30) days’ notice.”

Section 6: Severance Benefit Compensation¹⁶: In addition to compensation (i.e., “salary”) and benefits, the proposed agreement provides for: a “lump sum cash payment equivalent to” one year’s worth of compensation; the “cash value of (Indra’s) annual vacation pay balance;” and, “the cash value of (Indra’s) then-current monthly medical premiums multiplied by twelve (12);” “if (he) is (involuntarily) terminated...without cause” (¶5.5).

Section 8: Professional Associations¹⁷: In addition to compensation (i.e., “salary”), benefits, and leave, the proposed agreement provides for: “pay(ment of Indra’s) membership dues” in any “professional organization(s)” (¶8.1); payment for “attend(ance) and/or participat(ion) in professional...conferences and events” (¶¶8.2, 8.4); payment of “his regular salary and benefits while traveling to, attending, or participating in (such) professional activities” (¶8.3); and, “reimbursement for...actual ...airfare, rental car...meals, and lodging...costs...incur(red)...as a result of...authorized... professional development activities” (¶8.4).

Section 8: Third Party Endeavors¹⁸: In addition to compensation (i.e., “salary”), benefits, leave, and professional associations, the proposed agreement provides allows Indra to: “coach middle/high school basketball”¹⁹ [¶8.6(1)]; serve “as a board member for (Doral)...charter school”²⁰

¹³ See page 10 at <https://www.irs.gov/pub/irs-pdf/p4484.pdf>.

¹⁴ See <https://www.irs.gov/retirement-plans/irc-457b-deferred-compensation-plans>.

¹⁵ See page 7 of the 6/30/2020 Board packet.

¹⁶ See page 8 of the 6/30/2020 Board packet.

¹⁷ See pages 9-10 of the 6/30/2020 Board packet.

¹⁸ See page 10 of the 6/30/2020 Board packet.

¹⁹ Indra is a paid employee of the Washoe County School District; \$5,096.92 in salary and benefits in 2019 (go to <https://transparentnevada.com/salaries/search/?a=washoe-county-school-district&q=indra&y=2019>).

[¶18.6(ii)]; “engage in other outside...activities (such as)...teaching, consulting,(as an) expert witness... speaking, or other non-IVGID connected business for which compensation is paid” (¶18.6); and, charge his time away from his office to “paid or unpaid leave time” (¶18.7).

Section 1: Duties¹⁸: Notwithstanding, the “General Manager shall faithfully, diligently, and to the best of (his) abilities, perform all duties...required (of a GID)...General Manager (¶1.2); “devote the whole of (his) working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to IVGID’s business and affairs” (¶1.3); and, be prohibited from “engag(ing) in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with...the performance of (his) duties” (¶1.4).

Understand That the Cost of This Compensation Package Will be Paid by Local Parcel/Dwelling Unit Owners Who Are Assessed the BFF and/or RFF as Well as Water/Sewer Rate Payors: Notwithstanding the Board has budgeted to receive \$3.438 million in 2020-21 tax revenues²¹, the cost of the GM’s proposed compensation will be paid by local parcel/dwelling unit owners who are involuntarily assessed RFFs/BFFs as well as sewer/water utility rate payors. Let me explain.

Like essentially everything else our staff administer, they budget to overspend in the District’s General Fund²² and then come up with a creative concoctions to cover the deficiency. That concoction is called “Central Services Costs,” and it is funded from transfers from the Community Services, Beach and Utility Funds. And since overspending in the District’s Community Services Fund is subsidized by the RFF, and overspending in the District’s Beach Fund are subsidized by the BFF, at least 73.31% of alleged central services costs²³ are in essence paid by the RFF/BFF²⁴.

²⁰ I don’t know what Indra is paid, either in salary or benefits, from Doral Academy where he is a board member.

²¹ See Schedule B-9 to 5/22/2020 Department of Taxation Form 4404LGF at page 17 of the 2020-21 Budget [https://www.yourtahoeplace.com/uploads/pdf-ivgid/FINAL_IVGID_2020.2021_APPROVED_BUDGET_FORM_4404LGF.pdf] (“the 2020-21 Budget”).

²² The fund where the GM’s personnel and benefit costs are assigned (see Schedule B-10, page 9 of the 2020-21 Budget).

²³ See page 8 of the 2020-21 Budget. \$106,046 from the District’s Beach Fund and \$972,685 from its Community Services Fund are budgeted to be transferred to its General Fund.

²⁴ At the Board’s May 27, 2020 meeting I submitted a written statement addressing the District’s “proposed final 2020/21 operational and capital budget” and the need to eliminate RFF/BFF and central services cost subsidies, where at pages 9-12 I submitted a comprehensive discussion of staff’s allocated central services costs assigned to the Community Services and Beach Funds and how it subsidizes overspending assigned to the District’s General Fund. Rather than restating that analysis, I incorporate the same here by reference.

The Total Cost of This Compensation Package to Local Parcel/Dwelling Unit Owners: It's difficult to come up with the total for the yearly cost of the proposed contract. But let's take a stab.

According to Transparent Nevada, last year Indra was paid a total of \$204,458.06 in combined salary and benefits based upon \$150,024.45 of regular pay²⁵. Given the proposed contract provides for a minimum of \$195,000 of regular pay¹⁰, with employee taxes, increased vacation/sick pay, and other new benefits like life and disability insurance, and his total compensation package going forward realistically totals approximately \$60,000-\$70,000 more than 2019. That puts us at approximately \$265,000-\$275,000 total. And depending upon future "performance evaluations" Indra can secure from future Boards²⁶, total salary and benefits could reach a mind blowing \$300,000 annually! According to Transparent Nevada, last year: David Solaro, Ass't County Manager for Washoe County, was paid \$265,404.93 in salary plus benefits²⁷; and, Nancy Paulson, City Manager for Carson City, was paid \$255,341.76 in salary plus benefits²⁸. The proposed contract's compensation and benefits package greatly exceed both of these numbers and unlike the administrative CEOs for these two municipalities, IVGID is not a municipality.

Since it's Obvious the Public Hasn't Had a True Professional Negotiating For it, I Suggest Proposed Modifications Which Should be Incorporated Into the Proposed Contract:

Section 2: Term of Agreement¹⁰: Let's do a one (1) year term effective July 1, 2020, and revisit the subject in a year. We have many important matters on the calendar [such as the effluent pipeline project, converting back our Community Services and Beach Funds to enterprise funds, retaining a consultant to propose internal controls for our financial reporting, and retaining a consultant to conduct a utility rate and capital reserve stud(ies), adopting a beach "guest policy," reinstating Rec Fees for each of the 700 or more hotel/motel rooms in town, etc.]. Let's see how successfully Indra handles these important matters before we commit to a multi-year contract.

Section 6: Termination of Agreement¹⁶: Let's require ninety (90) days' notice. Given ¶6.4 of the proposed agreement provides that the "General Manager may voluntarily terminate (his) employment at any time by giving (as little as)...thirty (30) days' notice," the District requires additional protection. Given Mr. Pinkerton was required to give the District a minimum of ninety (90) days' notice, I would propose this enhanced amount of notice insofar as Indra is concerned.

Section 3: Salary¹⁰: Let's start Indra's salary at \$182,000 (the published pay range for this position starts at \$182,000²⁹). Because Joe Pomroy is overpaid³⁰, I understand why we have to

²⁵ Go to <https://transparentnevada.com/salaries/2019/incline-village-general-improvement-district/>.

²⁶ Bill Horn regularly received \$25,000 or more annually in performance bonuses.

²⁷ Go to <https://transparentnevada.com/salaries/2019/washoe/>.

²⁸ Go to <https://transparentnevada.com/salaries/2019/carson-city/>.

²⁹ See page 14 of the 6/30/2020 Board packet.

overpay Indra. However, I don't think the proposed level of compensation is right given: IVGID is not a true municipality and under Indra's stewardship; Indra doesn't have the skills and experience publicly disseminated for the job; and, the public's recreation business enterprises continue to lose nearly \$7 million annually.

Section 3: Cost of Living Increases¹⁰: They should be deleted from the proposed contract. Notwithstanding, with a one (1) year contract term there's no need for "annual...cost of living increases." Even if the proposed term remains at three (3) years, there's no need for cost of living increases given a new contract will be negotiated within a scant three (3) years and Indra's salary level is already excessive.

Furthermore, and especially with the challenges of COVID-19, the public had no idea staff were awarding "other management-level IVGID employees...annual...cost of living increases" (§13.2). The time to put an end to these regular, annual increases is now. Let's see if Indra is able to bring this about within the next year.

Section 3: Annual Bonuses¹⁰: They should be deleted from the proposed contract. I have no problem with "performance evaluations." However when they translate into additional compensation, I do. Call them what you like, but we should not be paying any of our public employees bonuses. If they feel the need for bonuses, perhaps they should seek employment in the private sector?

Furthermore, since these bonuses are at "the sole discretion of the Board, we don't need a provision in an employment contract for a future Board to choose to award a bonus. Stated differently, Indra is not prejudiced if this provision of the proposed contract (§13.3) is deleted.

Section 4: Benefits¹¹: Free recreational/beach privileges should be deleted from the proposed contract. I and others I know have a problem with awarding public employees and their family members free access to and use of the public's recreational facilities, when the public is required to pay. Additionally, given Indra is not a local property owner, the beach deed expressly prohibits his and his family's personal access and use and he knows this. I therefore recommend that this free use be stricken from the proposed contract. With this exception, I don't have an issue with the remainder of this portion of the proposed contract.

Section 9: Expenses¹³: Reimbursement of business like expenses should be deleted from the proposed contract. The Board and Indra still don't get it. We're *NOT* a business. We're government. Therefore none of our expenses are legitimate business expenses. I don't have an issue with legitimate government expenses, however, that's not what we're talking about here. I therefore

³⁰ His base pay is \$180,000 or more annually. According to Transparent Nevada, last year Mr. Pomroy was given base pay of \$173,255.49 and with salary and benefits, he received \$231,588.02 of total compensation. Add "cost of living increases provided to other management level...employees" (§13.2), and he's currently being paid \$180,000 or more in base pay.

suggest that reimbursement provisions should be changed to “reimbursement of reasonable *government-related expenses.*”

Section 6: Severance Benefit Compensation¹⁶: Severance pay should be deleted from the proposed contract. I have no problem with awarding Indra the “cash value of (his) annual vacation pay balance” upon termination without cause. However I do have a problem when it comes to a year’s worth of compensation, and “the cash value of (his) then-current monthly medical premiums multiplied by twelve (12).” The public should not be paying any of our public employees severance compensation. They’re “at will” employees, as is our GM (¶6.2). If they feel the need for the guaranty of severance pay, perhaps they should seek employment in the private sector?

Moreover, a year’s worth of severance pay is outrageous! Bill Horn never received more than three (3) months worth of severance pay, and the current county manager receives no more than six (6) months. The provision requires deletion/modification.

Section 8: Professional Associations¹⁷: This section should be deleted in its entirety from the proposed contract. NRS 89.320(10)³¹ defines a professional as one who engages in:

“any type of personal service which may legally be performed only pursuant to *a license, certificate of registration or other legal authorization.*”

But this *doesn’t* describe Indra. So there is little need to grant him the right to “attend and/or participate in professional...conferences and events” (¶¶8.2, 8.4) at the public’s expense. Nor to “pay (his) membership dues” in a “professional organization” (¶8.1). Nor to “reimburse...(travel) costs... incur(red)...as a result of...professional development activities” (¶8.4). This entire section should be deleted.

Section 8: Third Party Endeavors¹⁸: This section should be deleted in its entirety from the proposed contract. Indra is being hired as a full-time employee (¶1.1). He is required to “devote the whole of (his) working time...ability, labor, energy (and) attention...to IVGID’s business and affairs” (¶1.3). On the one hand he is expressly prohibited from “engag(ing) in any “employment, activity, consulting service, or...enterprise, for compensation or otherwise...which interferes with the performance of (his) duties” (¶1.4). Yet in contrast, ¶8.6 allows him to: “coach middle/high school basketball;” serve “as a board member for (Doral)...charter school;” and, “to be a consultant, expert witness, or speaker; *all for compensation no less!*

Indra needs to make a decision. Either “devote the whole of (his) working time...ability, labor, energy (and) attention...to IVGID’s business and affairs,” or be a basketball coach. Or charter school board member. If he wants to engage in these extraneous activities, let him use his vacation time for this purpose. This entire section should be deleted.

³¹ See <https://www.leg.state.nv.us/NRS/NRS-089.html#NRS089Sec020>.

Conclusion: Given Indra's appointment is pre-ordained, it makes little sense to argue against his appointment. However as I stated, there's a difference between Indra's appointment as GM and the provisions of his contract. Since there are some bothersome provisions which I've outlined above, I hope that Board members will adopt modifications. But why do I think they won't?

And to those asking why our RFF/BFF are as high as they are, and never seem to go down, now you have another example of some of the reasons why.

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

June 30, 2020 IVGID Board of Trustees Meeting Written Comment

By: Linda Newman – To be included in the Minutes of the Meeting with my 6-30-2020 public comment

Our Village Voice

Tuesday June 30th, 2020



How does the 2020 IVGID General Manager Contract stack up against the 2019 Washoe County Manager Agreement with Eric Brown?

We decided some comparisons are in order for the Board and our citizens to make an informed decision before committing to a three year contract with an unknown price tag for the only candidate eligible for the position.

GEOGRAPHICAL, FINANCIAL DATA AND SERVICES

Washoe County is the second largest County in Nevada. Incline Village/Crystal Bay is very small unincorporated area of Washoe County

Washoe County has 6,542 square miles of area and Incline Village has 22 square miles - 298 times larger

Washoe County in 2010 had a population of 471,519 and Incline had 8,777

Washoe County has 12 cities and Incline Village is a sole city.

Washoe County has 2,599 full time equivalent employees. IVGID has 258. WC is 10 times the size

Washoe County had \$612 million in General and Program Revenues. IVGID had \$48 million. WC is 12.75 times the size

Washoe County provides: General Government, Judicial, Public Safety, Public Works, Health and Sanitation, Welfare, Culture and Recreation and Building Permits. IVGID provides General Government Administration, Water, Sewer, Trash and Recreational Services. The County's powers are geometric compared to IVGID's limited powers as a general improvement district.

HIRING PROCESS

Washoe County permitted Washoe County employees to apply for the position as well as conducting a nationwide search for County Manager. A community based panel was assembled to interview the candidates. The three top candidates were brought to the Commissioners for a

public interview. Mr. Brown was selected by the Commissioners in a public meeting.

The IVGID Board did not open or advertise the position for any applicants beside Mr. Winqest. The IVGID Board customized the GM Job Description and Qualifications to create Mr. Winqest's eligibility.

CONTRACT COMPARISONS

Brown got a 2 year contract. Winqest gets a 3 year contract

Brown gets a salary of \$222,560 per year. Winqest gets \$195,000

Brown will get severance pay of 6 month's salary. Winqest gets 12 months

Brown gets a shot at a bonus. Winqest does not get an automatic shot at a bonus. The Board, however, can vote to approve a bonus at its sole discretion

Brown cannot sell back his vacation pay. Winqest can

Brown gets a car allowance of \$600 month. Winqest is unknown

Brown is provided a cell phone. Winqest gets \$100 per month

Brown gets \$2,000 per year for dues. Winqest gets an unlimited amount subject to Board approval

Brown gets a procurement card with a limit of \$500 per year for meals. Winqest is unknown

Brown gets a moving allowance of \$7,500. Winqest is not moving

Brown gets up to \$4,000 per year for Professional Development Expenses. Winqest is unknown

Brown was required after 6 months to provide a performance assessment. Winqest has no requirement

Winqest gets a \$1,000,000 insurance policy to benefit his family. Brown unknown

Winqest gets approval to take an unspecified amount of time from his full time paid position to honor his other professional commitments to high school coaching and board membership on a Charter School. Other professional commitments are not included in Mr. Brown's contract.

Both gentlemen get Health and Retirement Benefits but no comparison can be made at this time

Both have an annual performance review

RESUMES

Brown brings over 20 years of a robust executive leadership and management background in a variety of organizational settings, including multiple Fortune 500 companies. He has extensive experience in consumer brand management with a variety of consumer product companies, including The Procter & Gamble Company, H.J. Heinz, and Bumble Bee. Brown is a former chairman of the California Cable and Telecommunications Association (CCTA), and is a recipient of the prestigious National Cable & Telecommunications Association Vanguard Award for excellence in cable operations, and the cable industry's CTAM Chairman's Award for excellence in cable marketing.

For the past nine years, Mr. Brown was President & CEO and founder of California Telehealth Network which is the largest FCC funded statewide telehealth network in the US serving over 300 clinics and hospitals in rural and medically underserved urban California communities. He maintained ongoing professional relationships with representatives from the Federal Communications Commission, California Public Utilities Commission, California Broadband Council, municipal government leaders as well as representatives from statewide education and telehealth networks from other states.

Brown received his Master of Business Administration in Marketing and General Management from the University of Virginia Darden School of Business, and his Bachelor of Science degree in Political Science from the University of California in Los Angeles. (This information along with his complete resume can be found on the Washoe County Website)

Winquest brings five years of experience as IVGID's Director of Parks and Recreation, approximately 3 months as Assistant GM and 11 months as interim General Manager.

Winquest received a bachelor's degree from University of California - Santa Cruz in Global Economics with a minor in Latin America Studies.

BROWN RECEIVES 14% MORE IN BASE SALARY THAN WINQUEST FOR A GOVERNMENTAL ENTITY TEN (10) TIMES THE SIZE.

We would provide more on retirements and benefits if we could locate the information

All of the above data has been obtained from various sources published by Washoe County and IVGID.

[Our Village Voice](#)

Monday June 29th, 2020



On June 30, 2020, IVGID Board of Trustees will attempt to ramrod through a 3 year contract for Indra Winquest to become General Manager effective one day later on 7/1/2020.

First, a little background is in order. Former General Manager Pinkerton unilaterally appointed Director of Parks and Recreation Indra Winqest as Assistant General Manager in May of 2019. One month later, GM Pinkerton announced his resignation and effective August 2, 2019 the Board unanimously approved Mr. Winqest to serve as Interim General Manager. The Board indefinitely postponed any decision on a search for a new General Manager and instead wrapped their arms around Mr. Winqest. However, in order for Mr. Winqest to qualify and serve as General Manager, the Trustees had to change the Job Description and Qualifications to fit Mr. Winqest. So, what did they do?

On December 11, 2019, the Board consisting of Trustees Callicrate, Dent, Morris and Wong unanimously altered the following sections of the GM Job Description:

- Increased the annual salary range from \$100,000 to \$200,000 to \$182,000 to \$230,000
- Changed the Education requirements from a Bachelor's degree in Public Administration, Business, Finance, Accounting, or Engineering to include "relevant work experience with increasing responsibilities which include the management and leadership of a sizable organization." Whatever that means. Winqest received a degree in Global Economics with a minor in Latin America Studies from UC - Santa Cruz in 1998. Mr. Winqest's relevant experience consisted of 5 years as IVGID Director of Parks and Recreation.
- Changed residency from living in Incline Village/Crystal Bay to living within a 45 mile radius. Winqest lives in Reno.

The stage was set and Winqest became eligible, if not necessarily the best qualified, under the newly established Job Description. No need to conduct a search or consider any other candidate. No need for the Board to establish any training or performance objectives or do much of anything except agree to steep increases of 28% above Mr. Winqest's Director of Parks and Recreation salary.

Why 11 months passed without any action by the Board or Winqest on establishing a permanent General Manager position is unknown to us. It is also a mystery as to the absence of any performance standards or review.

SO NOW WHAT?

On Tuesday, June 30, 2020 a contract is on the Board Agenda for approval. Major items include:

- Three year contract
- \$195,000 per year base salary with annual Cost of Living increases - no floor or cap
- Health, dental and vision insurance - unknown amount
- IVGID contribution to a 457 Program - unknown amount
- Retirement Benefits by way of IVGID's existing 401(a) plan - unknown amount
- Five weeks of vacation with Winqest having the right to sell back for cash 50% of the vacation pay
- Approximately 2.6 weeks of annual sick pay
- Paid Holiday Leave - number of days are unknown
- \$1,000,000 Life Insurance Policy with an unknown beneficiary and an unstated cost
- Annual Performance Review - not determined

- Severance Benefit if terminated - One year Salary plus medical premiums

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The contract also has the Board's preauthorization for Winquest to coach middle/high school basketball and act as a Board member for a charter school providing the time dedicated is substantially the same as it currently exists. Of course, no one knows, other than Winquest, how much time was historically dedicated to these activities. The High School Girls Basketball team had 27 games last season. They practiced often and some away games take several hours of travel. Winquest also gets paid by the Washoe County School District to be the head coach of the High School Girls Basketball Team. Pay and benefits for 2019 was \$5,097 according to Transparent Nevada. Mr. Winquest's time commitment and responsibilities to the Charter School has not been disclosed.

The Agenda for the Contract does not provide the total costs of the three year contract. It also omits any comparison with previous GM contracts and other Nevada municipality contracts for similar positions.

So there you have it. Do we actually know what Mr. Winquest's lavish contract costs? NO! Transparency? NONE!

Board - Please take this off the agenda.