

MINUTES

REGULAR MEETING OF SEPTEMBER 30, 2021

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, September 30, 2021 at 5:05 p.m. at 955 Fairway Boulevard, the Chateau, Incline Village, Nevada.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF TRUSTEES*

On roll call, present were Trustees Tim Callicrate, Matthew Dent, Sara Schmitz, Michaela Tonking and Kendra Wong.

Chairman Callicrate asked for a moment of silence in honor of Bob Lochridge, Utilities Superintendent, who recently passed away. Mr. Lochridge served 37 years with the District and Board Chairman Callicrate would like to have a moment of silence to recognize his service to the District.

Members of Staff present were Director of Finance Paul Navazio, Director of Public Works Brad Underwood, Director of Human Resources Erin Feore, General Manager Diamond Peak Ski Resort Mike Bandelin and Director of Golf/Community Services Darren Howard.

Members of the public present were Joe Schulz, Chris Nolet, Denise Davis, Steve Dolan, Ellie Dobler, Cliff Dobler, Aaron Katz, Judith Miller, and others.

C. INITIAL PUBLIC COMMENTS*

Mike Abel said big mystery for him - was Trustee Wong going to show in person for tonight's meeting. The disembodied voice and sneering comments would be sorely missed is she did not call in! His comments tonight pertain to the performance evaluation and proposed increased salary for our GM. He finds the level of boot licking done by a majority of our Trustees to be truly over the top. While he would not recommend firing our GM, the ER ratings and proposed raise certainly got his attention. Paraphrasing Dick Warren, "this is why IVGID for years has performed below par; the Board has never pressured the GM's to actually do their jobs. By ranking a guy like the GM an ER, one perpetuates incompetency and mediocrity; what motivation does the GM have to improve? None!" Barely one year into an

employment contract, except for pure greed, why does the GM not want to live up to the contract that he signed and committed to barely a year ago? Let me look at the GM's last year for instance. Naturally as an outsider, he may not see what the Board does, but this is what he sees:

1. In 2019 the Community Services Master Plan prioritized a new beach snack bar and restrooms. The GM has done absolutely nothing to implement this **priority** project, (one of five priority projects) and removed it from the 5-year plan.
2. The Lower level employees get little top down management and are ill organized and poorly motivated. Naturally a salary increase for the GM will make them all feel better. The talk on the street is, "the big guys take all of the money for themselves and give us a miserable \$15/hr. with no benefits."
3. The effluent export project is way behind schedule. (this based on a January 2020 presentation to the board)
4. The GM thumbs his nose at Board policies on agendaing and planning projects like the abortive Rec center restroom remodel. The Burnt Cedar Pool project and the effluent pond lining.
5. He has let the USFS conditional summer use permit at Diamond Peak expire (8/31/21) and there is no staff initiative to renew the DP winter use permit that is soon to expire.
6. Bid rigging and corrupt mismanagement of the Mountain Golf Path Project which Mr. Dobler has made you aware of.
7. Signing a representation letter saying that the 2020 CAFR complies with all GAAP when he has absolutely no accounting background.
8. Our GM uses his discretionary spending to lay down pavers at the rec center yet lets our Village Green go to crap. Our Village Green is a disgrace to IVGID and a sign of poor management.

Until the Board stands up to the GM and tells him to do his job and not be asking for a raise, nothing will change.

Steve Dolan said, regarding Upper Third Creek and the United States Forest Services (USFS), the USFS, as the next phase of the old Incline Lake damn, have cut off the water to the Third Creek, which has resulted in killing of many fishes. For the entire season, they ruined the spawning season for the trout. Water is now coming from Jennifer. Today, the salmon have returned to the creek that they found in 2014. District General Manager Winquest has been transparent, responded to every question he has had and that of other entities. With regards to the town's priority, it was established 4 years ago, and that was a dog park. District General Manager Winquest is in negotiations with the USFS after former President

Trump's administration. There is a lot going on with District General Manager Winquest and it takes a lot to follow every guideline. Remember that he sacrificed part of his salary when he first started thus it is appropriate to be rewarded for the good work he has done.

Judith Miller said she would like to comment regarding special counsel for the beach deed and that selection/recommendation being done by people who don't own property here. The way to resolve this would be a judicial confirmation; she hopes the Board will choose that option. If the Board is not going to go with that option, then they need to revise the selection process. As we are uncovering more and more issues regarding vendors, something you might consider is including several community members and Staff from other agencies. It was a common practice during her years of public services and is above reproach.

Aaron Katz said he has submitted several written statements to be attached to the minutes. First, the Mountain Golf Course cart paths replacement, he wrote to the Board stating that the contractor may not be performing according to the contract; asked Staff to investigate. This is a glimpse of a problem of nearly everything that is wrong that has gone on for decades. The Board can focus on it. You have a dirty Staff conspiring with a dirty contractor to benefit themselves and a General Manager who is in on the fix or being disrespectful. If it is true on what it is happening, the General Manager is totally appropriate. Hire a CMA to inform the Board and public of what is happening. If it is happening, terminate the contract immediately and hire Cruz Construction to complete the contract. Remove Staff from construction management of everything as they don't deserve to manage anything and then we hire outside for this management. Withhold salary or extension, until we find out the truth. Pursue charges against Carson and put him on a never hire list.

Frank Wright said he has been coming to these meetings for close to 12-13 years and they are a waste of time because the Board doesn't listen. There are things that are brought before you that never get discussed or resolved. He has been on the Ordinance 7 committee for over 7 months and we have been focused on the people paying the fees and lots of suggestions for those people. We are making a lot of rules for those people and others however for the employees, they don't have any rules as they access the facilities for free and they can do so for free and then they bring their guests. We have plenty of rules for those that are paying the fees. How does someone who doesn't live in this community or pay the fees get beach access for free? Now you want to hire an attorney to tell you it is ok to have that access? He isn't a lawyer but he can read the deed and doesn't see the word employees. He has come to the conclusion that our attorney doesn't know what he is talking about and that it is going to take a lawsuit from the committee to have

this settled. Now we are going to a psychologist come work with this Board – this is a waste of money.

Chris Nolet said he has been in Board rooms for 30 years and been a witness to both good and bad governance – his observations – there are two. First one is that it would be very constructive to have a feedback loop as it is probably not partially to respond during a meeting. Do a compact investigation and provide some feedback as it would be a good thing and would go a long way to get things back on track. Second, he knows that we are going to talk about Policy 15.1.0 – you are not as far apart as you think and perfect is the enemy of good. You are close to a good policy, give up on this, finish the policy, and get on with the business of the Board. There are so many things that you all of you do that are significant to this community and he thinks that we have come to the end of the discussion cycle.

Cliff Dobler read from his attached written statement.

Ellie Dobler read from his attached written statement.

Jack Dalton said everybody here has to put their mask on. He comes here occasionally and last night he came here at 5 p.m. and he sees a guy and then look who shows up for the meeting - Trustee Wong. She showed up and looked very healthy therefore he would like to understand how does she get away with not showing up here tonight as she looked great, healthy, and that she has been that way for a long time. Mr. Dalton then thanked Rhonda of the STR's which he realizes is not part of the IVGID Trustees. Somewhere along the way, while we are playing around, we have over 800 STR's, first 400 came with addresses. He looked at them and 40 came from Incline Village, so the other 800 didn't come from Incline Village. At Mr. Todoroff's Community meeting, Assemblywoman Lisa Krasner says she has to listen to everyone. That makes sense as that is what elected are to do. How many people of the 850 people don't have ownership? At any rate, on the current one, the last one is there are 25 from Washoe County – that's 2-1/2%, Crystal Bay has 20 people. If we don't have a strong Ordinance 7, STR's are going to take over.

Board Chairman Callicrate said that the beginning audio will be uploaded and available by tomorrow and that any of the missing commentary will be posted online; we apologize for technical difficulties.

D. APPROVAL OF AGENDA (for possible action)

Trustee Dent asked that the Consent Calendar item be removed and placed as the first item of General Business; Board Chairman Callicrate said that can be done.

Hearing no further changes, Board Chairman Callicrate approved the agenda as revised.

E. DISTRICT GENERAL MANAGER UPDATE (for possible action)

District General Manager Winquest said, regarding Ordinance 7, we are coming to the end of the first phase. We have been meeting for about a year and he is in the process of drafting something for the Board. He will be going over everything and he is hoping to have that come back to the Board in the next month or so; thanks to the committee for their efforts. Staff is now having bi-weekly conversations with the United States Army Corps of Engineers (USACE) and we have the draft agreement that we are working through. The USACE would like to get this done by the end of the first quarter of their fiscal year which begins tomorrow. For the next Board meeting, we will be moving along with the contract for the Mountain Golf Course Cart paths. He is allowing Staff to go through the process as he has no reason to believe that there is anything wrong but he will look into it.

Trustee Schmitz said regarding agenda packet page 8, it identifies, for the Championship Golf Course, operating costs of \$77 versus \$93 which is what we discussed during budgeting. Director of Finance Navazio said we will look at that and that when Staff did the cost of services, there were several numbers and that he will clarify as this is the cost per round. Trustee Schmitz said she does appreciate that these numbers are in here and using the costs that were the cost per round however this is a significant difference of \$20. Director of Finance Navazio said that these numbers are from the February workshop, they are pre-COVID, for Fiscal Year 2019/2020, and that we need to discuss the updated numbers as this year's costs were lower and Staff needs to do some comparison work.

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

District General Manager Winquest went over the submitted long range calendar and stated that for the October 26 meeting, Staff is adding an item for some clean up on the janitorial contract. Trustee Schmitz asked the Board what is the priority and sense of urgency on the Trustees handbook; what kind of priority do we want to place on that document so she can work on it? Trustee Dent said where did we leave it? Trustee Schmitz said we left with her to try and find templates, etc. and there isn't such a thing as it is our document and one of the things she wanted to do some more work on is roles and have that added to the Trustees handbook. But if it isn't something that is important to all of you, then she will spend her energy elsewhere. Trustee Tonking said her suggestion would be to have a draft by the end of year. Trustee Schmitz said she will do it but doesn't want to do something

that isn't important to the Board. Board Chairman Callicrate said he agrees with Trustee Tonking. Trustee Dent said he agrees with Trustee Tonking and Board Chairman Callicrate and noted that it is a good cheat sheet for candidates. Trustee Schmitz said that she will ask the District Clerk to share that document and show all Board members where we left off. District General Manager Winqwest asked if you want Staff to put the draft Trustees handbook for review on the long range calendar for the December 8 meeting; Trustee Schmitz said yes.

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

G.1. Treasurers Report (for possible action)

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

Treasurer Tonking went over the check list, stated that Staff and Tyler Technologies have been working together on the chart of accounts, policies are coming forward soon, and for procurement cards, with the blanket purchase orders we have been doing, we are hopeful the usage will lessen. Trustee Schmitz asked if it would be helpful to add the project code on this list and would it be difficult to add to this report? Trustee Tonking said if it is beneficial, it could be added.

G.2. Fiscal Year 2020/21 Fourth Quarter Budget Update: Fourth Quarter Financial Report Through June 30, 2021 (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio went over the submitted report. Trustee Schmitz said on agenda packet page 32, Community Services roll up, under Sources where it says Facility Fees, the actual was \$1.7 million but when you look at the very bottom, the net amount is \$2.7 million and it is a net positive which is showing that we don't need the Facility Fee for operations because the Facility Fee is \$2.7 million. She wants to make sure she is understanding it correctly and that the Board needs to understand this, for next year, where

we stand, operational, for Community Services. Director of Finance Navazio said some clarification is needed. On agenda packet page 43, Community Services Capital project fee, and he will discuss more later on in this agenda, there is a recommendation to carry over \$2.9 million to support capital. The point is well taken and at the end of the year we need to understand what we spend, etc. and we need to take a look at capital and debt. Trustee Schmitz said absolutely and when we do that and see how that relates to operations, we may see that we do not need to collect a Facility Fee for Community Services. Director of Finance Navazio said we are \$2.8 million under in expenditures. Trustee Schmitz said on agenda packet page 19, one of the things she is wondering, if it is helpful, and it is identified on agenda packet page 23, look at golf, year-end is -\$8,400 and Golf also had a contribution of \$33,000 for operations from the Facility Fees so this is helpful to us. If we didn't have it, it included \$33,000 of subsidy, while Diamond Peak is showing that it is positive and pays in \$1.65 million to the other venues, what it really shows is that we are positive by \$3.65 million. We need to show that in the report when it is a draw and show where the Recreation Fees subsidies are being used. Director of Finance Navazio said the Championship Golf Course results are on agenda packet page 33, it is not the end of the season but at the end of the fiscal year, and agenda packet page 36 is where Diamond Peak results are shown. Staff would appreciate an opportunity to show this in a better way to address your concern. Trustee Schmitz said it would be helpful for all of us and the public as well, on the summary page as well.

G.3. Fiscal Year 2020/21 Fourth Quarter Budget Update: Popular CIP Status Report Through June 30, 2021 (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio went over the submitted report. Trustee Schmitz said she was just handed a document; she doesn't understand about delay versus carryover. Director of Finance Navazio said that the Board has a lengthy discussion about this report and its definition. There are still some projects that are being discussed and an example of a delay that we aren't carrying over, into next year, and some that may be cancelled. Delayed is going to include both projects that are being carried over or on hold. Trustee Schmitz said that these definitions, handed out just now, might have been helpful earlier. In looking at the leak study, there is no budget and no variance but it says it is in process – she doesn't understand. District General Counsel Nelson said Staff is running copies of the definition document for those members in the public that desire them. Director of Finance Navazio then went on to discuss annual recurring projects and ongoing projects. This

is a conversation with the Moss Adams team that is looking at policies and he is anticipating some recommendations on improvement of this report and/or supplemental information. Trustee Schmitz said can we get an updated status report based on the new definitions? Director of Finance Navazio said yes, we could. Sometime in November, we will have the first quarter report and Staff can do it then. Trustee Dent said he does like including the definitions every time we do this report, he knows we were trying to simplify this for better understanding, and that he is in favor of making it better. Director of Finance Navazio said that document [the definitions document] was from the April 1, 2020 packet. Trustee Dent said he couldn't find it and knows others might not be able to find them. He thinks that Trustee Schmitz brought up some very good definitions and a way to make it better, so please propose it as it is a living report that we know is being worked on.

H. CONSENT CALENDAR (for possible action)

1. Review, discuss and possibly approve the Mathis Group Pre-Contract Board and Executive Team Interviews Proposal in the total amount of \$8,000 (Requesting Trustee: Board Chairman Tim Callicrate) – **THIS ITEM WAS MOVED TO GENERAL BUSINESS ITEM I.0**

I. GENERAL BUSINESS (for possible action)

- I.0. Review, discuss and possibly approve the Mathis Group Pre-Contract Board and Executive Team Interviews Proposal in the total amount of \$8,000 (Requesting Trustee: Board Chairman Tim Callicrate) – **THIS ITEM WAS CONSENT CALENDAR ITEM H.1.**

Board Chairman Callicrate said we have been talking about a Board training for several years and it has been brought up several times. He reached out to Dr. Bill Mathis and he is one of the best in the business on setting goals, etc. We will need to come up with the additional \$1400 if this goes forward. Trustee Dent said he has just a couple of questions – what is the format, what is he doing, and can he call Dr. Mathis and ask a couple of questions? Board Chairman Callicrate said Dr. Mathis will come up and interview each Board member individually, then the General Manager, and then key members of the Senior Staff. Then he synthesizes everything and comes up with a plan for more in depth work sessions. Then we will see how it goes with the District General Manager and possibly the Sr. Team. Trustee Dent said he would like to give Dr. Mathis a phone call to discuss this as it seems more like a process. Board Chairman Callicrate said that the first time is two

days, there are in depth interviews, and then we get options to get to the next level so yes, it is a process. He does encourage you to reach out with specific questions as he can answer them in more detail. Trustee Tonking said this amount is for the first part? Board Chairman Callicrate said yes, this is for the first part and then he will come back with options. He will have several recommendations based on this meeting with us. Trustee Schmitz asked what is the desired outcome? Board Chairman Callicrate said it is to get to the next level with this Board and how we can work as a greater team. We have come a long way and would like to have us have an opportunity to strategize and he understands the changeover of the Board. He would also like to learn where our strengths and weaknesses are and also be better in giving clear and concise direction to the District General Manager that can translate to the Senior Staff. He would like to see us have the individual meetings and then we can decide where to go from there. It is also an opportunity to show our community what we can do. Trustee Schmitz said she appreciates this being put together and that one of the things she was encouraging was some additional Robert's Rules training for conduct; this seems much broader with a limited budget. It is more of a training with Board and Senior Staff, so some of the budget could come from Board and some from Staff and asked if we can reduce the cost of the assessment by using technology rather than traveling? Other vendors have done their interviews virtually and that might bring the cost down and make it more palatable. Board Chairman Callicrate said we can reach out however in person usually works better but he will reach out to him and see if we can reduce the overall costs. District General Manager Winquest said there was some discussion about using the District General Manager's contingency dollars. He is not comfortable with using those dollars for this as it should be used for emergencies. He hopes that some of the dollars could come from other areas within the budget. There have been other trainings so we can find the dollars. He wants to be transparent about where that money is coming from and that would be only if we have a Phase 2 of this effort. Trustee Dent said he does like the idea of having a Board training on Robert's Rules as it would be beneficial to all especially new Board members and that he is in favor of getting us to being a better Board. Board Chairman Callicrate asked how is the best method to move forward?

Trustee Wong made a motion to approve the Mathis Group Pre-Contract Board and Executive Team Interviews Proposal in the total amount of \$8,000. and negotiate using virtual meetings. Trustee Tonking seconded the motion.

Trustee Schmitz said Trustee Dent wanted to talk to Dr. Mathis so does that affect this? Trustee Dent asked how are we going to get feedback and he will talk about virtual meetings or a way to reduce costs with Dr. Mathis.

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

At 6:32 p.m., Board Chairman Callicrate called for a break; the Board reconvened at 6:46 p.m.

**I.1. Review, discuss and provide to the District General Manager:
(Requesting Trustee: Board Chairman Tim Callicrate)**

**(a) Performance Evaluation (in accordance with the District
General Manager's Employment Agreement, Section 7,
PERFORMANCE EVALUATION)**

Board Chairman Callicrate asked for any disclaimers. District General Counsel Nelson said we are just looking consensus today on the employment agreement as Staff will bring that back. Staff is looking for direction on the preparation of the amendment which will be brought back and that applies to items B, C, and D as well. Director of Human Resources Erin Feore gave an overview of the process that occurred. Board Chairman Callicrate provided his thoughts on the District General Manager's performance and he stands by his exceeds requirements evaluation. Trustee Tonking provided her thoughts on the District General Manager's performance and she stands by her exceeds requirements evaluation. Trustee Schmitz provided her thoughts on the District General Manager's performance and she stands by her meets requirements evaluation. Trustee Dent provided his thoughts on the District General Manager's performance and stands by his meets requirements evaluation. Trustee Wong provided her thoughts on the District General Manager's performance and stands by her exceeds requirements evaluation. Board Chairman Callicrate said we aren't voting but based on the evaluations that were submitted, there are 3 exceeds requirements and 2 meets requirements; what is the best way to move forward? Director of Human Resources Feore said the Board does need to make a motion.

Trustee Wong made a motion to give the District General Manager an overall exceeds requirements for his annual performance evaluation. Trustee Tonking seconded the motion. Board Chairman, hearing no further comments, called the question and Trustees Tonking,

Callicrate and Wong voted in favor of the motion and Trustees Schmitz and Dent voted in opposition. The motion passed.

Trustee Schmitz asked why we can't have pluses or minuses? Director of Human Resources Feore said that this is the process that has been place for several years. Board Chairman Callicrate said he has talked to our Director of Human Resources about this as well as Dr. Mathis. If there was a better process and, Dr. Mathis has suggested that there may be, we will look in to it. Board Chairman Callicrate added keep up doing a great job and that the District General Manager does have the support of the Board and that areas of improvement exist.

(b) Merit Salary Increase

Review, discuss and possibly make changes to the District General Manager's Employment Agreement (in accordance with the District General Manager's Employment Agreement, Section 3. SALARY, subparagraph 3.3 and Section 7. PERFORMANCE EVALUATION, subparagraph 7.3)

Director of Human Resources Feore gave an overview of this item. After discussion, with Trustee Wong proposing a 4% increase, Trustee Schmitz proposing a 0% increase, Trustee Dent proposing a 3% increase, Board Chairman Callicrate proposing a 3% increase and Trustee Tonking proposing a 3% increase in salary and 2% in professional development dollars based on his contracted rate, the Board consensus was 3% for a salary increase.

(c) Contract Extension

Review, discuss and possibly make changes to the District General Manager's Employment Agreement (in accordance with the District General Manager's Employment Agreement, Section 2, TERM OF AGREEMENT)

Director of Human Resources Feore gave an overview of this item. The Board of Trustees had a conversation about contract terms with clarification provided by District General Counsel Nelson. The summary was as follows:

- ✓ Trustee Wong said she is good with 2-year extension;

- ✓ Trustee Dent said he would like to discuss an extension next year at this time;
- ✓ Trustee Tonking said she would like a 1-year extension;
- ✓ Trustee Schmitz said she would like to discuss an extension next year at this time; and
- ✓ Board Chairman Callicrate said he would like a 1-year extension.
- ✓ Trustee Wong revised her statement and said she is fine with a 1-year extension and then talking about a rolling contract of 3 years.

Board Chairman Callicrate then opened the item for public comments and limited the public comments to 1 minute.

Mike Abel said that a 5-year contract is illegal under NRS 354.626; further he would suggest that the 3-year contract is illegal. City of Reno and Carson City adheres to a 2-year contract. This Board agreed to a 3-year contract 1 year ago. This is hamstringing the next Board. He is not going to object to a salary increase.

Steve Dolan said regarding the extension he agrees with Trustee Tonking, and that is when the one year gets there, you are looking. Extension is very valuable for stability thus he would recommend going with a rolling 1-year extension.

Joe Schulz said he wholeheartedly supports a 1-year contract and add 1-year and then you can revisit this dilemma next year or the year after.

Hearing no further public comments, Board Chairman Callicrate brought the matter back to the Board of Trustees.

District General Counsel Nelson said we have acknowledged this NRS and will structure it accordingly. Trustee Schmitz said that the Washoe County Manager has a 1-year contract which is through November 21, 2022.

Board Chairman Callicrate said that the consensus is for a 1-year extension to June 30, 2023 except for Trustees Dent and Schmitz who don't feel this needs to be acted upon at this time. District General Counsel Nelson said we will prepare a 1-year extension and the Board can take its action.

(d) Phone/Technology Allowance

Review, discuss and possibly make changes to the District General Manager's Employment Agreement (in

accordance with the District General Manager's Employment Agreement, Section 4, BENEFITS, subparagraph 4.4)

District General Manager Winquest gave an overview of this request. The Board's consensus is they have no problem with this change.

I.2. Review, discuss and possibly approve augmentations to the FY2021/22 approved budget to reflect carry-over of available appropriations from the FY2020/21 capital budget to support ongoing capital improvement projects (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio gave an overview of the submitted material. Trustee Schmitz said, with the General Fund, the negative amount is because we overspent in the total so we are going to augment, from the General Fund, this \$8,000 - she is confused. Director of Finance Navazio said there was \$300,000 for the Tyler project. Staff estimated to spend \$225,000 and that would have left \$75,000. However, with the pace and payments, Staff thought we would have more remaining. Trustee Schmitz said so this is taking \$8,000 from the General Fund's Fund Balance? Director of Finance Navazio said it would be a reduction in this year's budget to bring it down by \$8,000. Trustee Schmitz said, on agenda page 49, \$11,586,000 – why are we not carrying that over with the \$1.7 million? Director of Finance Navazio said that the popular report has the \$2 million that has been set aside, not appropriating it yet, and it is in fund balance until appropriated. Trustee Schmitz said so it is not as a carry forward? Director of Finance Navazio said it is in the fund balance. Trustee Schmitz said that the Board has restricted it for that project so why not carry forward? Director of Finance Navazio said it remains as reserves in our fund balance and the carry forward is monies to complete projects this year; don't have to re-reserve it every year. Trustee Dent said if we were over spend in Utility and pull from the reserve fund, we would pull from that project, correct? Director of Finance Navazio said we will discuss this during the Utility Fund analysis and there is more than \$11.7 million in that fund balance that is not set aside for that project. Staff has said that we will be below that fund balance and the money for Effluent Pipeline Project is there for that project. Trustee Dent said we need to clean this up so there is enough money for a rainy day fund and then put the money we have set aside for the Effluent Pipeline Project and we need to set it aside in a separate fund that can't be taken from like it has in years past. Director of Finance Navazio said we are working on that for the next Board meeting.

Trustee Tonking made a motion to approve augmentation of the FY2021/22 approved budget to reflect carry-over of available appropriations from the FY2021/22 budget in support of ongoing capital improvement projects (as shown on Attachment A). Trustee Wong seconded. Board Chairman Callicrate, hearing no further comments, called the question and the motion was passed unanimously.

I.3. Review, discuss, and potentially approve a scope of work for special legal counsel related to the beach deed and authorize the General Manager to execute a contract with counsel not-to-exceed \$25,000 (Requesting Staff Member: District General Counsel Joshua Nelson)

District General Counsel Nelson gave an overview of the submitted material. Trustee Dent asked about the timeline for judicial review. District General Counsel Nelson said we need to bring in legal counsel to do their research and would assume months up to a year is not unrealistic. Trustee Schmitz said that there is a typo - #1 – non-resident employees and their guests. District General Counsel Nelson said that is fair and that he will make that edit. Trustee Schmitz continued and asked, on the judicial review, would we still need to hire an attorney and is it any different? District General Counsel Nelson said basically the same timeline and if we are bringing in outside counsel, we get their opinion and then decide about the judicial review. Trustee Schmitz said she has done some research and gathered some names; she would like to be a part of the selection committee. Trustee Tonking said if we did the judicial confirmation, what are the additional costs? District General Counsel Nelson said we would need a scope of work and cost estimates from litigation counsel. District General Manager Winquest said, representing the Ordinance 7 Committee, the Ordinance 7 Committee is adamant about this review and that it is important to get a third party review. He wants everyone to understand how important this is to the Ordinance 7 Committee and that there is flexibility built in. District General Counsel Nelson said about the selection, welcome Trustee Schmitz' participation, but can only have one Trustee. District General Manager Winquest said, to be clear, he and District General Counsel Nelson would be working with Trustee Schmitz and then come back to the full Board for formal approval. District General Counsel Nelson said only if the Board desires it.

Trustee Dent made a motion approve a scope of work for special legal counsel related to the beach deed, have Trustee Schmitz serve on the selection committee, and authorize the General Manager to execute a contract, with special legal counsel, in the not-to-exceed amount of \$25,000. Trustee Schmitz seconded the motion.

Trustee Wong said that she wanted to thank the people from the Ordinance 7 Committee who reached out. We have a legal opinion so she doesn't understand why we are getting another opinion and she will not be supporting this motion.

Board Chairman Callicrate, hearing no further comments, called the question – Trustees Dent, Schmitz, Tonking, and Callicrate voted in favor of the motion. Trustee Wong voted not in favor of the motion. The motion passed.

I.4. Review, discuss and possibly approve the District's Strategic Plan for 2021-2023 (Requesting Staff Member: District General Manager Indra Winquest)

District General Manager Winquest gave an overview of the submitted materials. Board Chairman Callicrate said that this is the best strategic plan and that it is a good workable document for the next couple of years. Trustee Wong said it is time to approve it. Trustee Tonking said she is excited to support it. Trustee Dent asked when he can see the 20-year capital improvement project? District General Manager Winquest said it is being worked on by Staff. Trustee Schmitz said a lot of effort has gone into this document and it shows – first question, where does training for internal controls fall? Don't know where it belongs and should it be added? On Governance, agenda packet page 178, we have the idea of retention schedules and planning, didn't know if that was going to get clarified? On the page before that, #2, agenda packet page 177, identify and prioritize Board policies and practices related to asset management. District General Manager Winquest said he will make those changes and regarding retention, Staff is working on that and we are trying to get clarity. Internal controls training is painted throughout this document and while he is happy to add it, there is enough in there on internal controls. Trustee Schmitz said the only reason she did bring it up is that it is called out in GFOA documents and that is why she brought it up.

Trustee Wong made a motion to approve the District's 2021-2023 Strategic Plan. Trustee Dent seconded the motion. Board Chairman

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

At 8:30 p.m., Board Chairman Callicrate called for a break; the Board reconvened at 8:43 p.m.

I.5. Policy 15.1.0: Accounting, Auditing and Financial Reporting, Audit Committee: Review and update from the September 2, 2021 Board Meeting – continuing discussion (Requesting Trustee: Board Chairman Tim Callicrate)

Board Chairman Callicrate gave an overview of the submitted materials. Trustee Dent said he watched the Board meeting from a month ago and is fairly up to speed on this item. We are fairly close with a couple of sticking points which he went over. He is in alignment with the recommendation received from the Audit Committee. Trustee Wong said she submitted all her comments that are included in the Board packet. Trustee Tonking said she looked at both comments and she thinks the Board can come to a middle ground. Trustee Schmitz said one of the comments that Trustee Wong made, in Section 2.2.5, no Audit Services, referenced AICPA, 2.9, specifically stated that auditors shouldn't be retained for additional services as that would be a conflict; add a statement about additional services related to the audit and thus the language needs clarification as it has to be related to the audit. Board Chairman Callicrate said that all the comments that have been brought forth are tightening up this policy. A tremendous amount of work has been done on this and there is an opportunity to make sure the language is consistent within the document to improve it. The makeup of the committee is that we need two Trustees on the committee and he would leave that the remainder is up to the Audit Committee as everything comes back to the Board. Trustee Schmitz said, as an Audit Committee member, she would prefer to have five members. With more, we can communicate more openly as we are doing our own work. Board Chairman Callicrate said he would like to see whatever cleaning up needs to happen and have one more pass at it. He doesn't want to rush through it and there is a little bit more work to go. Trustee Tonking said that makes sense and that she would like to take a look at it. Trustee Schmitz said she has no idea what Chairman Callicrate is asking. Board Chairman Callicrate said there are inconsistencies within the document and that he wanted that addressed. Trustee Tonking said she can highlight those areas and then point out areas where there is contrast and some places where there is agreement. Board Chairman Callicrate asked if Trustee Tonking was able to do a markup and then send that to District Clerk Herron? Trustee Tonking agreed to this plan.

Board Chairman Callicrate said we are almost there and that he wants to get to 99% agreement so we can move on. Trustee Wong said fundamentally we haven't agreed on how many members should be on the Audit Committee. Board Chairman Callicrate said two Trustees and then however how many the Audit Committee wants on the committee; 5 total – 3 At-Large and 2 Trustees – as he thought that worked fairly well but that there is an opportunity to tightening it up. Trustee Tonking said she is good with that and can identify the items that are action items and she will include a cover page. Board Chairman Callicrate thanked the Audit Committee members for their hard work.

I.6. Review, discuss, and possibly provide direction on next steps to further discuss and/or recommended revisions to Policy 16.1.1 Recreation Roll Policy (Requesting Staff Member: District General Manager Indra Winqest)

District General Manager Winqest gave an overview of the submitted materials. Trustee Schmitz said one thing that has always troubled her is a double negative and then the description about going on and off the rec roll. It was worded poorly to begin with, and if you don't have the ability to petition on and off the rec roll, seems like they are being treated differently from other parcels and not right. It is very unfortunate that the language wasn't clear. This is a very, very complicated issue and lots of unintended consequences – we are really here to serve the residents with utilities and amenities. It puzzles her as to why we didn't stick with dwelling units because they use the services. Dwelling units means residents are being served, services are now going to commercial and do who is it we are serving. She doesn't have an agenda or a pre-conceived notion rather it just made her wonder why we don't deal with dwelling units because then we are dealing with people. Board Chairman Callicrate said that is opening a whole Pandora's box and it is an onerous situation. The District had to open it up to all commercial properties at one time. Moving forward, we as a Board, with that attorney, will help us figure this out. He wants to be aware of unintended consequences on commercial properties who have been paying fees as that probably does need to be unwound. It has been cobbled together through the years and this is a great opportunity to get it right once and for all. Trustee Dent said he reached out to the Director of Finance and asked how many commercial parcels we have; we don't know that number and we can get that information from Washoe County. Having all that information helps us to make a decision as he wants to bring clarity to all of this. Board Chairman Callicrate said it all gets back to the beach deed, bringing in outside counsel, and an individual who has experience in real

estate and Nevada law. This will give us a great opportunity to correct whatever flaws there are. District General Manager Winquest said a few things to think about – does the District have the ability to determine a non-exempt property? That is important. Why are we not assessing every hotel room or dorm room? If we do that, what are the unintended consequences. Commercial parcels are property owners and they had the ability to petition to get on the rec roll up until 1982. In the end, it is about the future and Staff will continue to find some more information. District General Counsel Nelson said that Ordinance 7 and Policy 16.1.1. are related. Having outside counsel work with us and then, pending that outcome, the Board can decide about a judicial review. Trustee Schmitz said something else that puzzles her - IVGID is an exempt property yet at the same time IVGID is providing guest access to employees to the beaches – we can't have it both ways. District General Counsel Nelson said your point is well taken and this highlights careful consideration. District General Manager Winquest said that IVGID owns the beaches and it is a subtle difference. District General Counsel Nelson said the Board of Trustees makes the rules and it is important to fully vet all these issues. Trustee Tonking said she agrees with commercial parcels and unbuildables and further that she agrees that IVGID paying the fees would be IVGID writing a check to itself. Board Chairman Callicrate said if we pay them back to ourselves then we can invite guests to use the facilities. District General Manager Winquest said we have our direction on outside counsel and will get the information on commercial parcels.

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

There were no public comments made at this time.

K. ADJOURNMENT (for possible action)

The meeting was adjourned at 9:25 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Submitted by Cliff Dobler: September 29, 2021 IVGID Board of Trustee meeting, to be made a part of the minutes of the meeting.

Submitted by Iljosa Dobler: 9-30-2021 IVGID Board of Trustee meeting. To be included in minutes of meeting

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2021 regular IVGID Board meeting – Agenda Item H(1) – Step one in feel good therapy for the IVGID Board so members can all get along

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2021 regular IVGID Board meeting – Agenda Item C – Public Comments – Notwithstanding Staff are charging the public \$40,000 or more in construction management costs insofar as just Phase 1 of the Mountain Golf Course cart path replacement is concerned, they're doing an unprofessional job at an excessive cost and our GM doesn't even care? Instead he accuses diligent citizens of "disrespect".

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2021 regular IVGID Board meeting – Agenda Items I(1)(b) and I(1)(c) – Extending our GM's employment contract and giving him a compensation increase

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2021 regular IVGID Board meeting – Agenda Item I(3) – Expending another \$25,000 to secure another legal opinion insofar as issues surrounding the beach deed

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2021 regular IVGID Board meeting – Agenda Item I(6) – Proposed revisions to Recreation Roll Policy No. 16.1.1

Public Comments by Cliff Dobler - September 29, 2021 IVGID Board of Trustee meeting, to be made a part of the minutes of the meeting.

Cliff Dobler, 995 Fairway - These public comments are to be included in the minutes of this meeting.

My comments tonight address the compromised competitive bid process for the Mountain Golf Course Cart Path Replacements. I am not addressing whether or not the substitution of a lesser quality base materials met certain compaction standards or that the substitution had large economic advantages.

In September 2020, Lumos & Associates, Inc. prepared a preliminary Geotechnical Investigation report which a section recommending that the existing asphalt, and/or decomposed granite base could be pulverized and reused as aggregate base.

In March 2021, an engineering design contract was issued to Lumos to prepare plans and specifications for Phase 1.

On August 26, 2021 two bidders responded, FW Carson, and Cruz Construction. Nowhere was the 2020 Lumos geotechnical report recommendations included in the bid documents. The documents and plans explicitly stated the existing asphalt and base materials was to be removed, sub grade excavated and material off hauled.

Lumos's cost estimate for the project was \$686,000. Cruz Construction Bid was \$646,272 and F.W. Carson, Co. bid was only \$357,139 almost half of the Lumos estimate and the Cruz bid. A red flag was apparent. The Carson bid could not have complied with the bid documents and plans.

I checked with Steve Cruz who replied that his bid was to install new base and haul off existing material in accordance with the plans and bid documents.

Last week, I checked with Justin Sand of Lumos asking for clarification. He stated that the alternative recycling was included in his August 24, Addendum #1 to the bid documents. It was not.

In the field this week, I asked Mr. Carson about installing new base and he stated, with Kate Nelson present, that his bid would have been \$200,000 higher if new base was required.

Simple question. How would Carson had known that recycled base was to be used and submitted a bid under that premise?

It is quite apparent, that IVGID must had provided information to Carson and not to Cruz and decided that the 2020 Lumo's recommendations would overrule the design plans. Does this reflect a fair bidding process.

As the engineer of record, Lumos would have had responsibilities during construction. Lumos was never engaged by IVGID and staff decided they would be in charge, of course, with no accountability. IVGID has always engaged the design engineer as a construction inspector on large projects. Mr. Underwood, at the Board meeting approving the Carson bid, stated he has competent staff. I personally see IVGID engaging in preferential treatment of one contractor over another.

Public Comment by Iljosa Dobler - 9-30-2021 IVGID Board of Trustee meeting.

To be included in minutes of meeting

After the public meeting was cancelled on September 15, 2021, I forwarded my intended public comments to the Board. Since that time, I located the November 10, 1988 Board minutes and Resolution 1568 granting IVGID employees recreational privileges during their terms of employment. The minutes were tucked away 29 pages behind the May 12, 2021 memorandum by Josh Nelson which did not indicate the Minutes and Resolution existed or was included.

According^{to} the resolution: All employees shall receive recreational privileges during the term of their employment with access to the beaches and the boat ramp as guests of IVGID as a property owner.

According to the Beach Deed dated June 4, 1968, "the Board of Trustees of said District may determine, the guests of such property owners". Fair enough

As such, 33 years ago, IVGID Trustees decided that since IVGID is a property owner, all IVGID employees and their families would be guests of IVGID and have access to the Beaches. Over those many years, employees and their family which were not residents or tenants have enjoyed use of the Beaches.

Applying the concepts of equity and non discriminatory practices, it would seem logical that since property owners within the District such as Washoe County, the State of Nevada, the agencies of the United States of America, the North Lake Tahoe Fire District and possibly many other governmental agencies which have employees, that those employees could be considered guests and have access to the Beaches. This of course can be determined by the Board of Trustees. The Board can keep silent, do nothing and continue to engage in uneven rights of property owners.

If the Board continues to decide who is a guest and who is not a guest of a property owners, it would seem almost impossible not to be engaged in discrimination. Considering employees of a government unit to be guests effectively opens the Beaches to almost anyone.

Trustees, face it and be practical, Resolution 1568 adopted 33 years ago should be overturned and employees of IVGID should not be Guests in order to access the Beaches.

It is my opinion that the Beach Deed did not contemplate governmental properties to be part of the Beach covenant.

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEM H(1) – STEP ONE IN FEEL GOOD THERAPY FOR THE IVGID BOARD SO MEMBERS CAN ALL GET ALONG

Introduction: Here our Chairperson has placed this vague agenda item (“Board and Executive Team Interviews”) for tonight’s meeting. Although the item is disingenuously labeled “executive team interviews,”¹ it’s really step one in a series of future group therapy sessions for the IVGID Board. We know the recipients of these services are proposed to be Board members rather than executive team (employee) members because Mr. Callicrate tells us that the cost of this pre-contract will be charged to training and education for Board members¹. On a partly unbudgeted item (“this budgeted item will be over budget by \$1,400”) no less? Which ultimately will get paid for by local property owners’ Recreation (“RFF”) and Beach (“BFF”) Facility Fees? Because I am opposed to this wasteful expenditure, I urge Board members to summarily reject this item. And that’s the purpose of this written statement.

What Exactly is the Goal of This Expenditure? Nowhere is the answer provided. Yes the expenditure is supposed to pay for two (2) days of interviews, however, interviews for what? Where are these interviews heading? Is it to “build...a high performance board?”²

Or is it Board cooperation²? What about strategies to get projects done most effectively³? How about managing conflicts and differences amongst Board members⁴? Or circumventing differences in goals and styles amongst Board members⁵? Is it developing techniques to influence other Board members⁶? If so,

Why Exactly Did Each of You Run For the IVGID Board? If the answer to the preceding questions are yes, why then did each of you Board members run for the Board? Was your purpose to “get along” and operate as a cohesive Board? Was it to be a cooperative yes man or woman? If these weren’t your reasons, then why the need for interviews addressing these matters?

¹ See page 51 of the packet of materials prepared by staff in anticipation of this September 30, 2021 Board meeting [“the 9/30/2021 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0930_-_Regular_-_Searchable_-_Part_1.pdf)].

² As outlined at ¶I(b) at page 52 of the Board packet. And who says the Board needs to cooperate?

³ As outlined at ¶I(c) at page 52 of the Board packet.

⁴ As outlined at ¶I(d) at page 52 of the Board packet. And who says conflicts and differences amongst Board members needs to be managed?

⁵ As outlined at ¶I(e) at page 52 of the Board packet. And who says circumvention is a good thing?

⁶ As outlined at ¶I(f) at page 52 of the Board packet.

Why is This Item on the Board's Consent Calendar? Policy 3.1.0.4 states in part that "the General Manager may schedule matters for consideration on a Consent Calendar...A memorandum containing all relevant information will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section."⁷ What is our GM's justification for placing this matter on the Board's Consent Calendar? Because when this matter was previously agendized at the Board's September 2, 2021 meeting, no Board member voiced objection¹. I'm sorry. That's no justification.

When a matter is placed on the Board's Consent Calendar, there can be no discussion. Rather, the matter is either approved or disapproved without the public knowing why trustees voted as they did. Given Policy 3.1.0.4 instructs that "any member of the Board may request the removal of a particular item from the consent calendar and that the matter shall be removed and addressed in the General Business section of the meeting, my September 28, 2021 e-mail to the Board (see Exhibit "B" below) asked that at least one trustee request the item be removed from the Consent Calendar, and placed on the Board's General Business calendar. Given this agenda item requires discussion before its rejection, I hope at least one Board member will request this item's removal from the Consent Calendar.

Dr. Mathis Represents He Provides Building Blocks Staff Need to Develop Leadership, Set Goals and Advance Communication Skills⁸: That's fine. But staff are *not* publicly elected officials. And here Dr. Mathis proposes providing his enhanced building blocks (communications, cooperation, managing differences and conflicts, style and influence) to *board members*².

In Other Words, Dr. Mathis Counsels the Employees of Public Agencies and Not Their Elected Officials *Per Se*! Again look at his web site. Dr. Mathis' goals are "to improve current job success for individuals and support employee retention for organizations...(offering) team building retreats, coaching, mentoring, psychological screenings, crisis intervention and targeted recruiting" and "creat(ing) a work environment in which all employees excel."⁹ I submit that to propose these goals for publicly elected officials is totally inappropriate unless the intent is to program them into something they are not. Stated differently, publicly elected officials don't require any of the suggested techniques. They were elected for the very differences they demonstrate. Let's keep it that way.

Where Has This Expenditure Been Budgeted? Staff represent that the cost of this endeavor "will be charged to (chart of account no.) 100.11.110.7682 (Board of Trustees Training and Education which has a total budget of \$6,600."¹ Did you know that when the Board approved the 2021-22 Budget, it budgeted \$6,600 for its training and education?

⁷ See page 10 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Board_Policies_1.pdf.

⁸ Go to <https://www.mathisgroup.net/about/>.

⁹ Go to <https://onlinecounselingprograms.com/mental-health-careers/how-to-become-therapist/therapist-vs-clinical-psychologist/#what-is-a-clinical-psychologist>.

So I went to the 2021-22 budget¹⁰ and examined Schedule B-10 at page 9¹¹. This is the page which details all budgeted expenditures assigned to the District's General Fund. There's a section towards the top labeled "Trustees." Under this section look for a "Training and Education" line item. It doesn't exist. So this means the only way this expenditure could have been budgeted was for it to be included within the \$89,000 figure for "Services and Supplies." Do you think the Board had any idea what expenditures were buried within Trustee Services and Supplies? Not only is the answer "of course not," but ask yourself what other expenditures are included in the remaining \$82,400 budgeted?

The RFF/BFF Will Fund This Waste Even Though it Has Zero to Do With Making the Public's Recreational Facilities Available to be Used by Those Real Properties Which Are Assessed: We've had this discussion before. Rather than living within their financial means, staff are guilty of massive over spending. The nearly \$2 million of over spending assigned to the District's General Fund is covered central services cost transfers from the District's Utility, Community Services (recreation) and Beach Funds. And since staff overspend in the Community Services and Beach Funds, and that overspending is subsidized by the RFF/BFF, at the end of the day the majority of the nearly \$2 million of central services cost transfers will be paid by the RFF/BFF.

Understand That This Expenditure is Only the Opening Salvo in More Expensive Contracts and Post Contracts: The subject agenda item calls for nothing more than "pre-contract Board and executive team interviews."⁷ The real contract(s) and post-contract(s) will undoubtedly cost tens of thousands of additional dollars. Are you Board members prepared to spend this kind of money and if so, for what?

Two Days Worth of Interviews For \$8,000? IMO the pricing is outrageous. Moreover, at the end of the day there will be no deliverables. Rather, nothing more than data for Dr. Mathis "to determine the best opportunities (to counsel) for (future) growth and trainings."⁷ Are we therefore merely going down a road where we're going to be presented with more contracts costing more money intended to help Board members play nicely? If the answer is yes, then my question is *how much more money?*

My September 28, 2021 E-Mail: On September 28, 2021 I sent an e-mail to the Board on this very subject¹². This e-mail raised many of the issues which are included in this written statement. Therefore if the Board votes in favor of this item, it will not be because it wasn't warned.

Conclusion: This agenda item is a complete waste. There's little doubt that members of our Board espouse very different views. However those different views should not be the subject of this agenda item or the expenditure of public moneys. Since the money for this endeavor primarily comes

¹⁰ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/Final_Budget_State_Form_4404LGF_06.09.21.pdf.

¹¹ This page is attached as Exhibit "A" to this written statement.

¹² This e-mail was attached as Exhibit "B" to this written statement.

from the RFF/BFF, it is a complete waste of these two revenue sources. I therefore ask the Board summarily reject this proposed expenditure.

And to those asking why their RFF and BFF are as high as they are, now you have another example.

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

EXHIBIT "A"

EXHIBIT "B"

Another STUPID Use of Our Rec Fee - Please Remove Agenda Item H(1) From the Consent Calendar So We Can Have a Discussion

From: <s4s@ix.netcom.com>
To: "Callicrate, Tim" <tim_callicrate2@ivgid.org>
Cc: "Dent, Matthew" <dent_trustee@ivgid.org>, "Wong, Kendra Trustee" <wong_trustee@ivgid.org>, "Schmitz, Sara" <schmitz_trustee@ivgid.org>, "Tonking, Michaela" <tonking_trustee@ivgid.org>
Subject: Another STUPID Use of Our Rec Fee - Please Remove Agenda Item H(1) From the Consent Calendar So We Can Have a Discussion
Date: Sep 28, 2021 5:24 PM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

As I go through the Board packet I have come across another stupid proposed expenditure which has been IMPROPERLY placed on the Consent Calendar. Since any trustee can request that any Consent Calendar agenda item be removed and placed on the General Business Calendar so there can be a discussion (legitimately there can't be one as long as the item remains on the Consent Calendar), I ask that at least one of you do this.

Next, I can't believe our board chairperson is proposing an expenditure for "feel good" "can't we all just get along" counseling. Be adults and learn to get along. Or don't get along and be your own board members. What a waste of District funds.

Next, where does the money for this expenditure come from? Our GM says from his discretionary spending authority which has been budgeted. This spending authority is budgeted to the General Fund. The General Fund is budgeted to lose \$1.5M or more. And to cover the overspending rather than eliminating it, you've budgeted \$1.9M+ in phony allocated central services revenue transfers. Another disingenuously labeled subsidy to balance overspending assigned to the General Fund.

And where does the money come from to provide this central services transfers? The RFF/BFF and the utility rates local residents pay/property owners guaranty. Is this a proper expenditure of our RFF/BFF and utility rates? Or course not! So why approve it?

Finally, do you understand this is nothing more than a PRE-CONTRACT? \$8K to get a "feel" for what will become a full blown contract later. So if you think it's prudent to spend \$8K for this "feel good" waste, is your opinion the same when it is added to the ultimate contract which I expect will cost how many tens of thousands of dollars?

If not, then why start down this road which is ultimately going to lead to an unsatisfactory result?

Please don't waste my RFF/BFF on feel good measures such as this one which have ZERO to do with any recreational venue, or my availability to access and use the same.

Thank you for your cooperation. Respectfully, Aaron Katz

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENTS – NOTWITHSTANDING STAFF ARE CHARGING THE PUBLIC \$40,000 OR MORE IN CONSTRUCTION MANAGEMENT COSTS INSOFAR AS JUST PHASE 1 OF THE MOUNTAIN GOLF COURSE CART PATH REPLACEMENT IS CONCERNED¹, THEY'RE DOING AN UNPROFESSIONAL JOB AT AN EXCESSIVE COST AND OUR GM DOESN'T EVEN CARE! INSTEAD HE ACCUSES DILIGENT CITIZENS OF "DISRESPECT."

Introduction: At the Board's September 2, 2021 meeting it awarded F.W. Carson Co. a \$392,838.80 contract² (including \$35,700 for additional unforeseen work) for phase 1 of the Mountain Golf Course cart pathway replacement project³, in part, "due to issues of (faulty) *base material*, over-growth of sod, and intrusion by tree roots and other materials."⁴ Actually, this phase of the overall project was budgeted to cost a whopping \$550,000¹!

In part, the contract required: 1) complete removal, disposal and haul off of the current pathway's underlying aggregate base⁵; and, 2) furnishing "all labor (and) materials required to install the...asphalt concrete (AC) pavement section...New Full-Depth...3" AC Pavement, 4" Type 2 Aggregate Base."⁶ This requirement was critical given the cause for the subject replacement were "issues of (faulty) base material."

¹ See the asterisk on page 64 of the packet of materials prepared by staff in anticipation of the Board's September 2, 2021 Board meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/0902_-_Regular_-_Searchable_-_Part_1.pdf ("the 9/2/2021 Board packet")]. A copy of this page is attached as Exhibit "A" to this written statement.

² See pages 62-64 of the 9/2/2021 Board packet.

³ "Lumos and Associates (the design professional for this project) prepared the Phase I cart path replacement construction documents that include a base bid (Holes 3 through 5) replacing 15,320 sf (1,915 linear feet x 8 feet wide) and a bid alternate (Holes 6 through 9) replacing an additional 12,888 sf (1,611 linear feet x 8 feet wide) for this phase" (see page 63 of the 9/2/2021 Board packet).

⁴ See page 62 of the 9/2/2021 Board packet.

⁵ See ¶4 of Section 3a of the contractor's bid item clarification summary (see page 109 of the 9/2/2021 Board packet). A copy of this summary with an asterisk next to said ¶4 is attached as a portion of Exhibit "B" to this written statement.

⁶ See ¶5 of Section 3a of the contractor's bid item clarification summary (see page 110 of the 9/2/2021 Board packet). A copy of this summary with an asterisk next to said ¶5 is also attached as a portion of Exhibit "B" to this written statement.

It's unclear how much of F.W. Carson's contract price was attributable to removal, off-haul, installation and providing "new full-depth AC pavement section (3" AC pavement, 4" type 2 aggregate base)." However, it was not inconsequential and would appear to total somewhere between \$128,880-\$156,264. These numbers come from the contractor's base and alternate "bid – unit price schedule(s)." These schedules together with asterisks placed next to the relevant numbers are collectively attached as Exhibit "C" to this written statement.

On or before September 25, 2021 it came to my attention that F.W. Carson was not performing construction of this project in accordance with its express terms. In particular, I was informed that instead of removing and hauling away the current pathway's underlying aggregate base, and furnishing/installing New Full-Depth...3" AC Pavement, 4" Type 2 Aggregate Base, the contractor was allegedly grinding down the existing pathway base and pavement and re-purposing them for use in lieu of New Full-Depth...3" AC Pavement, 4" Type 2 Aggregate Base. So I wrote an e-mail to the Board alerting members of this fact, asking they hire a professional [such as a construction manager as an agent ("CMA")] to confirm if what I had been informed was accurate and if so, what measures should be taken to address this situation⁷. I also raised another issue which is of more concern to me. And that is the apparent incompetence of staff and our GM's management of that staff.

And how did your GM respond? Rather than conducting an investigation as to whether my information were accurate, he attacked me the messenger of inappropriately, disrespectfully and absolutely unacceptably attacking his beloved staff⁸. These matters are the purposes of this written statement.

This Episode Highlights One of the Biggest Problems IVGID Has Had For Decades; Incompetent Over Paid and Over Benefitted Staff: Look at the cost of this phase of cart path replacement. If you examine the project summary as well as the remaining two phases, we're talking nearly \$2M⁹! Remember, staff recently spent in excess of \$1¼ million on a Mountain Course pro shop remodel. Staff wants to convert to more expensive lithium battery powered carts which is going to require hundreds of thousands of dollars in new electrical upgrades and carts. And now nearly \$2M on cart paths. FOR A FACILITY THAT LOSES HUNDREDS OF THOUSANDS OF DOLLARS ANNUALLY AND REQUIRES MASSIVE FINANCIAL SUBSIDIES from local parcel owners! And you think this is a prudent thing to be doing? The irresponsibility is stunning and this is but a single example.

We have an Internal services division. In part it provides engineering services to professionally manage our capital improvement projects ("CIPs"). The cost is nearly \$3.5 million annually, and there's

⁷ My e-mail to the Board is attached as Exhibit "D" to this written statement.

⁸ Our GM's September 25, 2021 e-mail to me where he attacks the messenger is attached as Exhibit "E" to this written statement.

⁹ The project summary for all three phases of Mountain Golf Course cart path replacement appears at pages 65-66 of the 9/2/2021 Board packet. A copy of this summary is attached as "F" to this written statement.

no revenue source to pay for it but for inter-fund transfers like the \$40,000 of proposed management for phase 1 of the subject project¹⁰. In other words, staff have an incentive to increase the cost of every CIP we undertake because without unreimbursed staff management, there will be no revenue to pay for...you guessed it. Themselves. So we end up paying for professional CIP management on top of the management which is already built into the project cost whether or not we really require it. And whether or not we actually receive it. And that's the problem here.

Whose job is it to ensure that the contractor for this project is actually performing services mandated by the subject contract? Listen to the livestream of the Board's September 2, 2021 meeting¹¹ where Brad Underwood informs the Board and the public that staff is competent to perform construction management and under his leadership, that's exactly what they will be providing. Really? If it's true that Carson is not excavating deep enough below the new path, and it is not installing the required aggregate base, where's the management? And why are we paying these irresponsible and unprofessional employees nonetheless? And why do we have a GM who arguably is unable to discover this mis-management on his own? And why do we pay him compensation bonuses under the disingenuous guise of merit¹² when none is due? And when a citizen comes forward with the evidence of staff mis-management, how is he/she treated⁸? Ladies and gentlemen, the system is dirty to the core and what you're seeing here is merely the tip of the dirtiest iceberg since the Titanic!

There's More Here Than Meets the Eye. Wake Up Board Members and Smell the Coffee: Our first clue was the bidding process itself¹³! Two bids from arguably two competent contractors. Yet the difference between the two bids is a whopping \$289,133.20. Stated differently, the Cruz Construction bid for only phase 1 of this project is nearly 81% higher than Carson's! I submit *this is impossible assuming both contractors are adhering to the terms and conditions of the construction contract*. But it's not impossible if Carson is cutting corners and not adhering to the contract's requirements.

But how is Carson able to cut corners if true professionals are providing the construction management? Make sure your management either isn't doing its job or simply turning their collective cheeks? And if you're the contractor, are your odds greater where an independent professional is doing the job rather than your client's staff which may be inclined to be in cahoots with the contractor? Remember, the contract provides for \$35,700 of "construction reserves"¹ which if

¹⁰ See page 66 of the 9/2/2021 Board packet – the second page of Exhibit "F."

¹¹ Go to <https://livestream.com/ivgid/events/9829955>.

¹² See agenda items I(1)(b) and (c) for this meeting [see page 1 of the of the packet of materials prepared by staff in anticipation of this September 30, 2021 Board meeting {"the 9/30/2021 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0930_-_Regular_-_Searchable_-_Part_1.pdf)] where our GM is asking for a bonus on top of the \$5,800 COLA increase he's already entitled to, as well as a two year extension to his employment agreement. Simply outrageous!

¹³ See the asterisk on page 63 of the 9/2/2021 Board packet. A copy of this page is attached as Exhibit "G" to this written statement.

appropriate will be advanced by staff. Maybe now you're starting to understand why staff was so insistent on doing the construction management.

Now why would our staff be in cahoots with a contractor on a CIP? We need a thorough investigation by an outside contractor manager as an agent ("CMA"), and a full audit of this project and payments made by staff.

And it's time for our GM to go! In the end his representations re "a different management style" are a misnomer. A lack of professional management and a waste of taxpayer monies continue to be his trademark. And then for him to attack me⁸ for suggesting his staff are lazy, incompetent, or something even worse, is no different than his predecessors and unacceptable!

Conclusion: There's something very, very wrong here! I ask the Board hire a CMA to get to the truth. And if the truth is as I have suggested, we need to:

1. Immediately terminate Carson for breach of contract;
2. Immediately hire Cruz Construction to complete the contract according to the plans and specifications;
3. Go after Carson for the added costs we have incurred as a result of its breach of contract;
4. Go after Carson for the attorney's fees and costs incurred to realize the benefit of our bargain;
5. Place Carson on the equivalent of a do not fly list so it will never again be permitted to bid on a District CIP;
6. Investigate staff's actions insofar as management of this CIP is concerned; and,
7. Take appropriate disciplinary action against our management;
8. Start the search for a new competent and professional GM who understand what a GID is, what powers IVGID may legitimately exercise, and who exactly are his/her constituents;
9. Adopt internal policies which ensure something like this will never occur in the future; and,
10. Disband the internal services division of the District. These people unnecessarily increase the cost of nearly every CIP we prosecute and their cost and professionalism is less than the public can secure by contracting with the private sector.

And to those asking why their Recreation ("RFF") and Beach ("BFF") Facility Fee(s) are as high as they are, now you have another example.

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

EXHIBIT "A"

If awarded, a Notice to Proceed is expected to be issued on or about September 16, 2021 with work expected to take approximately 20 calendar days. Holes 3 through 9 will not be available for use during construction.

IV. FINANCIAL IMPACT AND BUDGET

The Mountain Golf Cart Path Replacement Phase I Project (CIP #3241LI2001) is included in the FY 2021-22 CIP Budget, with a total project budget of \$550,000 (Attachment B).

The table below presents the estimated cost for the Mountain Golf Cart Path Replacement project budget, based on the bids received:

Task	Cost
Design/Permit Fees/Internal Staff	\$65,000
Construction by F. W. Carson Co.	\$357,138.80
Construction Reserves (~10%)	\$35,700
Construction Management	\$40,000
Total	\$497,838.80
Mountain Golf Cart Path Replacement, 3421LI2001	Project Budget \$550,000

Construction reserves are listed at 10% to account for unforeseen conditions during construction such as needing to increase the length of asphalt curb that requires replacement, as an example.

V. ALTERNATIVES

Not authorize the construction and defer the Mountain Golf Cart Path Replacement Phase I project.

VI. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VII. COMMENT

This contract has been reviewed and approved by District General Counsel Joshua Nelson.

Attachments:

- A – Construction Contract with F. W. Carson
- B – CIP 3241LI2001 Data Sheet

EXHIBIT "B"

SECTION 3a - BID ITEM CLARIFICATION SUMMARY

1. Mobilization and Demobilization (LS)

- Mobilization consists of preparatory work and operations for movement of personnel, equipment and incidentals to the site for the beginning of work.
- Demobilization consists of work and operations necessary for movement of personnel, equipment and incidentals from the site upon completion of project improvements.
- All incidental work including providing and maintaining traffic control for the project.
- Provision of and installation of Project Construction Sign.
- Misc. Items not included in other bid items but called out on the Drawings.
- Payment for mobilization/demobilization will be made as follows:
 - When 5% of the total original Contract amount is earned from other bid items, 50% of the amount of bid for mobilization/demobilization will be paid.
 - When 10% of the total original Contract amount is earned from other bid items, 90% of the amount bid for mobilization/ demobilization will be paid.
 - Upon completion of all work on the project, including completion of punch list work and submittal of record drawings by the Contractor, 100% of the mobilization/demobilization item will be paid.

2. Pre-construction Video (LS)

This lump sum bid item includes furnishing all labor, materials, traffic control, tools, and equipment required to record and provide pre-construction video documentation of the existing conditions of the entire work area, staging area, and access points to the site. The video shall be provided in a digital format that is coordinated with the owner.

3. Temporary Erosion Control (LS)

This lump sum item includes the installation and maintenance of all temporary erosion control required to maintain compliance with permitting agencies. Payment for this item also includes any adjustments to erosion control measure required by permitting agencies.

4. Full Depth AC Pavement & Base Removal (SF)

4 This per square foot bid item includes furnishing all labor, materials, traffic control, tools, and equipment required to complete the removal of asphalt pavement, aggregate base, and subgrade. This bid item consists of, but is not limited to, the following:

- Removal of the existing asphalt section, underlying aggregate base and/or subgrade to a depth required for installation of the proposed pavement section to not impede drainage.
- Re-grading of subgrade material to provide the section shown on the Drawings.
- Compaction of subgrade.
- Removal and off haul of excess materials.



5. **New Full-Depth AC Pavement (3" AC Pavement, 4" Type 2 Aggregate Base) (SF)**

This per square foot bid item includes furnishing all labor, materials, traffic control, tools, and equipment required to install the proposed asphalt concrete (AC) pavement section. This bid item consists of, but is not limited to, the following:

- Installation and compaction of new AC and aggregate base material as shown on the Drawings and per Orange Book standards.
- Off-haul of excess material.

6. **AC Curb (LS)**

This lump sum bid item includes furnishing all labor, materials, traffic control, tools, and equipment required to install the proposed asphalt concrete (AC) curb at the locations identified on the Drawings. This bid item consists of, but is not limited to, the following:

- Installation and compaction of new AC curb and aggregate base material as shown on the Drawings and per Orange Book standards.
- Off-haul of excess material.

7. **Full Depth AC Pavement & Base Removal (SF)**

- (Description per Item 4 above)

8. **Remove Asphalt Surface (SF)**

This per square foot bid item includes furnishing all labor, materials, traffic control, tools, and equipment required to complete the asphalt pavement surface removal. This bid item consists of, but is not limited to, the following:

- Removal of the existing asphalt pavement section, underlying aggregate base and/or subgrade to a depth required for installation of the proposed pavement section.
- Re-grading of aggregate base and/or subgrade material to allow for the top of asphalt to promote positive drainage.
- Compaction of existing base and/or subgrade material.
- Removal and off haul of excess materials.

9. **New Full-Depth AC Pavement (3" AC Pavement, 4" Type 2 Aggregate Base) (SF)**

- (Description per Item 5 above)

10. **New 3" Asphalt Surface (SF)**

This per square foot bid item includes furnishing all labor, materials, traffic control, tools, and equipment required to install the proposed asphalt concrete (AC) pavement section. This bid item consists of, but is not limited to, the following:

- Re-grading and compaction of existing aggregate base material as shown on the Drawings and per Orange Book standards.
- Installation and compaction of new 3" asphalt surface pavement.
- Off-haul of excess material.

EXHIBIT "C"

BASIS OF BID—UNIT PRICES

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following Unit Price(s):

BASE BID - UNIT PRICE SCHEDULE

Item No.	Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization/Demobilization	LS	1	\$ 25,000	\$ 25,000
2	Pre-construction Video	LS	1	\$ 1900	\$ 1900
3	Temporary Erosion Control	LS	1	\$ 10,200	\$ 10,200
4	Full Depth AC Pavement & Base Removal (Existing AC Pavement Removal, Subgrade Excavation, Off-Haul)	SF	15,320	\$ 4.30	\$ 65,876
5	New Full-Depth AC Pavement Section (3" AC Pavement, 4" Type 2 Aggregate Base, Compaction, Grading)	SF	15,320	\$ 5.90	\$ 90,388
6	Remove AC Curb	LF	192	\$ 11.00	\$ 2,112
7	AC Curb, Type 3, 3% Air Void, PG64-22	LF	402	\$ 21.00	\$ 8,442
TOTAL BASE BID IN NUMBERS:					\$ 203,918
TOTAL BASE BID IN WORDS:					
<i>Two hundred three thousand nine hundred eighteen.</i>					

Quantities are not guaranteed. Final Payment will be based upon actual quantity of work performed.

ALTERNATE BID - UNIT PRICE SCHEDULE

Item No.	Description	Unit	Quantity	Unit Price	Total Price
7	Full Depth AC Pavement & Base Removal (Existing AC Pavement Removal, Subgrade Excavation, Off-Haul)	SF	12,888	\$ 4.30	\$ 55,418.40
8	Remove Asphalt Surface	SF	3,688	\$ 2.80	\$ 10,326.40
9	New Full-Depth AC Pavement Section (3" AC Pavement, 4" Type 2 Aggregate Base, Compaction, Grading)	SF	12,888	\$ 5.70	\$ 73,461.60
10	New 3" Asphalt Surface	SF	3,688	\$ 3.80	\$ 14,014.40
TOTAL BID, WITH ALTERNATE, IN NUMBERS:					\$ 357,138.80
TOTAL BID, WITH ALTERNATE, IN WORDS:					Three hundred fifty seven thousand one hundred thirty eight and eighty cents

H. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 3—TIME OF COMPLETION

- 3.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 3.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 4—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 4.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 4.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

EXHIBIT "D"

It's Nearly Everything Staff Do - Incompetence to the Nth Degree - Phase 1 of the Mountain Course Cart Path Repavement Project

From: <s4s@ix.netcom.com>
To: "Callicrate, Tim" <tim_callicrate2@ivgid.org>
Cc: "Dent, Matthew" <dent_trustee@ivgid.org>, "Wong, Kendra Trustee" <wong_trustee@ivgid.org>, "Schmitz, Sara" <schmitz_trustee@ivgid.org>, "Tonking, Michaela" <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: It's Nearly Everything Staff Do - Incompetence to the Nth Degree - Phase 1 of the Mountain Course Cart Path Repavement Project
Date: Sep 25, 2021 10:17 AM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

I keep telling all of you we have a systemic recurring problem which permeates the District. Incompetent, over compensated and over benefited staff who aren't doing their jobs and really don't care about it. And here this theme has raised its ugly head yet again. And never is there a consequence. Instead we chastise our local residents who bring these matters to the Board's attention, promote incompetent staff and reward them with even more over compensation. Which is exactly what's happening here under the guise of our GM's disingenuous merit salary increase.

Didn't the Board approve entrance into a nearly \$400K contract with FW Carson Co. at the Board's last Board meeting for phase 1 of the Mountain Golf Course re-pavement project?

Didn't that contract specify construction particulars included in the project?

Didn't the project summary for that project disclose that we would be paying our so called professional staff \$120K additional in un-reimbursed staff time for managing this project?

So who exactly is minding the store?

As usual, NO ONE!

Since none of you read the construction contract you approved, or if you did you didn't understand what you were approving, but the contract requires removal and disposal of the existing cart paths' underlying aggregate base, and providing materials for and installation of a new 4" type 2 aggregate base.

So what is FW Carson actually doing?

I have been informed (and you should verify if what I have been informed is accurate) that the contractor is grinding down the existing pathway bases and pavement and re-purposing them for use in lieu of the new 4" type 2 aggregate base which is supposed to be provided/installed. If true this is not in compliance with the contract, and may very well result in future cart path failure. BTW the same STUPID consequence we have realized for years with some of the tennis courts at the Tennis Center.

But of more concern to me is the alleged professional internal staff the public is paying for to ensure that what I describe doesn't take place. Because if staff are not doing their job, why do we need them? And why are we paying them?

And if true, why would we ever, ever, ever consider a "merit" increase in compensation to incompetent staff's boss, our GM? And isn't this subject on the upcoming Board meeting's agenda as item I(1)(c)? And why would we ever extend the GM's contract which is also on the upcoming Board meeting's agenda as item I(1)(d)?

So I say instead of approving an \$8K consultant expense with the Mathis Group to help Board members get along [and stupid and unnecessary item - agenda item H(1) for the upcoming Board meeting], why not spend the money with a Construction Manager as an Agent ("CMA") to examine what I bring to the Board's attention to determine if it is true? And if true, that the CMA make recommendations as to what to do with our staff insofar as project management is concerned, and our GM insofar as staff's manager is concerned?

Or you can simply do nothing, paint me as the problem as nothing more than a disgruntled resident, overpay for this project, let the new cart paths fail, and when someone does research in the future to discover why the paths have failed, he/she/they will discover this e-mail and understand why.

Don't you realize we're wasting \$3,218,226 each year on what we're led to believe is necessary internal services? After all according to previous GM Pinkerton, if we didn't pay for internal services we would have to pay MORE for someone else to do their jobs (would that be me?).

And we're wasting an additional \$1,984,134 for the moral equivalent under the guise of allocated central service costs? Because we allegedly require these unnecessary services at the over bloated pricing we pay!

IMO we'd be far better off outsourcing EVERYTHING to the private sector. disbanding our internal services personnel, and eliminating all alleged central services.

And how much more of unwarranted salary increases with Brad Underwood and our GM would we be saving?

And you wonder why the RFF/BFF which ultimately subsidize all of this waste is required?

Respectfully, Aaron Katz

EXHIBIT "E"

Re: It's Nearly Everything Staff Do - Incompetence to the Nth Degree - Now It's a Further Increase in the GM's Employment Compensation (His Contract ALREADY Provides For an Increase)

From: "Winquest, Indra S." <ISW@ivgid.org>
To: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
Cc: "Tim Callicrate" <callicrate_trustee@ivgid.org>, "Matthew Dent" <dent_trustee@ivgid.org>, "Wong, Kendra" <Wong_trustee@ivgid.org>, "Sara Schmitz" <trustee_schmitz@ivgid.org>, "Michaela Tonking" <tonking_trustee@ivgid.org>
Subject: Re: It's Nearly Everything Staff Do - Incompetence to the Nth Degree - Now It's a Further Increase in the GM's Employment Compensation (His Contract ALREADY Provides For an Increase)
Date: Sep 25, 2021 1:09 PM

Aaron -

Respectfully, you can criticize me all you want as it does not affect me personally as i know I'm doing whats right for the community and within direction of the collective board. Not to say I'm perfect and i make mistakes like any other human being. However, i find your attacks of staff to be inappropriate, disrespectful and absolutely unacceptable. I have tried to be responsive to you but this will no longer be the case. I have never been disrespectful to you and have never personally attacked you in any way.

Indra

> On Sep 25, 2021, at 12:43 PM, s4s@ix.netcom.com wrote:

- >
- > Chairperson Callicrate and Other Honorable Members of the IVGID Board -
- >
- > Like I say, it's the more I read the STUPIDER and now STUPIDER it gets!
- >
- > So now I'm reading the Board packet and I see staff is not only proposing a contract extension for our GM when there's no need for an extension (it runs through June of 2023), but a compensation increase when our GM is already entitled to an increase he negotiated at inception based upon COLA to boot!
- >
- > I know what's wrong with staff who is recommending this. But what about you Board members?
- >
- > Indra negotiated an employment agreement which according to paragraph 3.3 already entitles him to a \$5,800 annual increase! That's not good enough? Somehow based upon his alleged competence (which I and others contend he is lacking), the Board should agree to give him more as a BONUS (something staff disingenuously label "a merit salary increase")?
- >
- > How about all Indra has COST the public based upon a lack of merit? Such as:
- >
- > 1. Continuing the policy of snow plowing portions of Country Club and Ski Way notwithstanding it's the county's obligation as these have been dedicated to the county;
- >
- > 2. Unnecessarily spending over \$600K on a pair of CAT Loaders that we require to do the county's snow plowing;
- >
- > 3. Refusing to make Tyrolean Village homeowners pay their fair share towards maintenance and repair of the non-publicly dedicated portions of Ski Way which serve as the ingress/egress point to their homeowners' association;
- >

- > 4. Failing to professionally manage construction of the Mtn. Golf Course cart pathway project (I wrote about this earlier today);
- >
- > 5. Admitting to me that staff has no justification for back charging our various funds for unreimbursed staff time because staff fails to maintain time and expense records;
- >
- > 6. Refusing to be the public's watchdog on Waste Management ("W-M") solid waste rate increases - three issues: a) allowing W-M to claim a portion of its unverified income taxes as an allowable expense which reduces net income; b) failure to verify the legitimacy of W-M's transfer station lease costs to itself as an allowable expense which reduces net income; c) increasing the District's solid waste franchise fee which gets passed on to W-M and serves as an allowable expense which reduces net income;
- >
- > 7. Staff's continued violation of the beach deed;
- >
- > 8. Indra's lack of 100% loyalty to the public because whenever there is an issue which affects his beloved staff, Indra supports staff to the detriment of the public;
- >
- > 9. Indra's refusal to recommend a NRS 43.100 confirmation petition to address legal questions over the beach deed and in favor to waste public funds on a private attorney opinion;
- >
- > 10. Indra's refusal to assess all local parcels regardless of ownership Rec Fees, and his refusal to make additional dwelling units I and others bring to his attention pay their fair share;
- >
- > 11. Etc., etc., etc.
- >
- > Is all of this evidence of professionalism and competence which "MERITS" anything more than Indra's employment agreement already provides?
- >
- > We maybe can't change what has already been agreed to in Indra's employment agreement. But we can certainly NOT agree to give him more when as you can see it is the public which has suffered. Of course trustees Callicrate and Tonking don't care because they don't pay. But how about the rest of you?
- >
- > Just because your staff are STUPID doesn't mean each of you needs to be. Because there is no need for a compensation increase above the already agreed to COLA increase, why exactly is it even agendized? Since the staff memo states "we welcome community feedback and appreciate the community's diligence" (does anyone really believe this propaganda?), now you've got feedback an diligence.
- >
- > This request like the contract extension request should be SUMMARILY DENIED! Regardless of Indra's performance, there's no need whatsoever for a compensation bonus since the current employment contract already provides for one HE AGREED TO.
- >
- > The public wants the benefit of the bargain it agreed to when it agreed to the subject employment agreement. Please vote NO!
- >
- > Respectively, Aaron Katz
- >

EXHIBIT "F"



Project Summary

Project Number:	3241LI2001
Title:	Mountain Golf Cart Path Replacement
Project Type:	D - Capital Improvement - Existing Facilities
Division:	41 - Mountain Operations
Budget Year:	2022
Finance Options:	
Asset Type:	LI - Land Improvements
Active:	Yes

Project Description

The Mountain Golf Course has approximately 14,440 linear feet of cart pathways which equates to 110,000 square feet of pavement. In addition, there are approximately 5,000 linear feet of asphalt curb. The last major path project was over 15 years ago. The District has performed replacements at various points each year based on areas of greatest need and within the allotted budget. Due to issues of the base material, overgrowth of sod, and intrusion by tree roots and other material, the current assessment of the condition of the paths suggests substantial remediation and reconstruction is needed. A design consultant has completed a review of the cart paths and provided recommendations for replacement. In accordance with the recommendation, the cart paths will be reconstructed in a multi-phase, multi-year manner to minimize impacts to users of the facility.

Project Internal Staff

Engineering staff will contract with outside civil and geotechnical engineering firms to provide support as necessary throughout the design. The project will be publically bid and constructed by a licensed contractor.

Project Justification

Cart paths are to the point where yearly replacement of faulty areas no longer makes financial sense. Condition of paths has become a nuisance for golfers and not within District standards. The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long-term utility services and recreation activities. Maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.

Forecast

Budget Year	Total Expense	Total Revenue	Difference
2022			
Construction	405,000	0	405,000
Construction Management	40,000	0	40,000
Construction Reserves	40,000	0	40,000
Design, Permit Fees, and Internal Services	65,000	0	65,000
Year Total	550,000	0	550,000
2023			
Construction	405,000	0	405,000
Construction Management	40,000	0	40,000
Construction Reserves	40,000	0	40,000
Design, Permit Fees, and Internal Services	65,000	0	65,000
Year Total	550,000	0	550,000
2024			
Construction	405,000	0	405,000
Construction Management	40,000	0	40,000
Construction Reserves	40,000	0	40,000
Design, Permit Fees, and Internal Services	65,000	0	65,000
Year Total	550,000	0	550,000
	1,650,000	0	1,650,000

Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2020	Jul 1, 2020	Jun 30, 2023	Director of Golf/Community Services	

EXHIBIT "G"

On August 21, 2020, IVGID contracted with Lumos and Associates to: Evaluate the pathways and bridges, conduct a geotechnical investigation, and provide a design memorandum with a preliminary cost estimate. In their design memorandum, Lumos and Associates presented two (2) alternatives for pathway reconstruction: Spot repair and full cart path replacement. The Board of Trustees moved forward with full cart path replacement, with a phased approach to design and construction.

Phase I was determined to be cart paths in the area of Holes 3 through 9. Due to increases in construction materials and labor, Phase I was broken into a base bid with alternate bid to ensure the project would be within the FY 2021-22 construction budget. Lumos and Associates prepared the Phase I cart path replacement construction documents that include a base bid (Holes 3 through 5) replacing 15,320 sf (1,915 linear feet x 8 feet wide) and a bid alternate (Holes 6 through 9) replacing an additional 12,888 sf (1,611 linear feet x 8 feet wide) for this phase.

In accordance with Board Policy 3.1.0., 0.15 Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

III. BID RESULTS

The District publicly advertised this project for bidding on July 29, 2021 with a bid submittal due date of August 26, 2021, a 4-week bid period. The District advertised the work as required by NRS 338, and posted all construction documents on PlanetBids. Vendors and contractors on PlanetBids can access all of the District's documents at no cost. The online portal also tracks questions, addenda to the documents, plan holders and interested vendors.

The District received and opened two (2) bids. The Engineer's Estimate for the base project was \$350,000 and \$336,000 for the bid alternate. The Engineer's Estimates presented including 15% contingency. The bid results are as follows.

Contractor	Base Bid Amount	Bid Alternate Amount	Total Bid Amount
Cruz Construction	\$364,540.00	\$281,732.00	\$646,272.00
F. W. Carson, Co.	\$203,918.00	\$153,220.80	\$357,138.80

The lowest responsive bidder is F. W. Carson (Attachment A).

District Staff reviewed the bid and available project budget, and checked references for the Contractor. Staff recommends awarding both the Base Bid and Bid Alternate to F. W. Carson for a total amount of \$357,138.80.

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEMS I(1)(b) ND I(1)(c) – EXTENDING OUR GM’S EMPLOYMENT CONTRACT AND GIVING HIM A COMPENSATION INCREASE

Introduction: Here staff have labeled these agenda items as “review, discuss and possibly propose changes to the...GM’s employment agreement” insofar as a: “salary increase”¹ notwithstanding Indra’s current employment contract ALREADY provides for the same; “phone/technology allowance;”² and, “contract extension”³ are concerned. Because there’s no justification for a compensation increase based upon merit and an agreement extension is totally out of line given the current agreement still has almost two (2) additional years before it expires, I object! And these matters are the purposes of this written statement.

Compensation BONUS Disingenuously Labeled a “Merit Salary Increase:” Staff have agendized the subject of a compensation BONUS even though no bonus is warranted under Indra’s current employment agreement. Staff disingenuously word the justification for this agenda item as if it were warranted under “section 3, subparagraph 3.3 and section 7”¹ of Indra’s current employment agreement. No so!

Section 3.2 of Indra’s employment agreement states he “shall receive annual compensation cost of living increases.”⁴ According to staff this amounts to \$5,800¹ for the current fiscal year! But apparently this isn’t good enough for our GM. So staff point to sections:

1) 3.3 notwithstanding it states that “all salary increases...shall be provided in the sole discretion of the Board;”⁴ and,

2) 7.3 notwithstanding it states that “nothing in this provision shall be construed to require the Board...to grant General Manager pay increases based on...performance standards, if any.”⁵

So here we see *there is no requirement it even be considered let alone granted!*

Another example of our dirty staff advancing the interests of themselves versus the local property owners they were hired to represent!

¹ See page 89 of the packet of materials prepared by staff in anticipation of this September 30, 2021 Board meeting [“the 9/30/2021 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0930_-_Regular_-_Searchable_-_Part_1.pdf)].

² See page 110 of the 9/30/2021 Board packet.

³ See pages 91-92 of the 9/30/2021 Board packet.

⁴ See page 95 of the 9/30/2021 Board packet.

⁵ See page 98 of the 9/30/2021 Board packet.

Apart From the Foregoing, Exactly What is the So Called "Merit" Which Warrants This Increase? Consider section D of the various Evaluation Forms⁶ distributed to trustees: "Functional and Operational Management." And consider the following recent operational management matters I have brought to the Board's attention which have been handled in a less than professional manner:

1. Continuing the policy of snow plowing portions of Country Club and Ski Way notwithstanding *it's the county's obligation* as these roadways have been dedicated to the county;

2. Unnecessarily spending over \$600K on a pair of CAT Loaders we require to perform the county's snow plowing obligations (see ¶1 above);

3. Refusing to make Tyrolean Village homeowners pay their fair share of maintenance and repair costs of the non-publicly dedicated portions of Ski Way which serve as their ingress/egress to their properties;

4. Failing to professionally manage construction of the Mtn. Golf Course cart pathway project⁷;

5. Admitting staff have no justification for back charging our various funds for the unreimbursed staff time they charge back because under Indra's stewardship, staff fail to maintain time and expense records;

6. Refusing to be the public's watchdog insofar as Waste Management's ("W-M's") solid waste rate increases are concerned - three underlying issues:

a) Allowing W-M to claim a portion of its unverified income taxes as allowable expenses which reduce net income;

b) Failing to verify the legitimacy of W-M's transfer station lease costs to itself (it owns the transfer station) to itself as an allowable expense which reduces net income; and,

c) Increasing the District's solid waste franchise fee *to itself* which gets passed on to W-M and serves as another allowable expense which like other operational costs reduces net income;

7. Staffs' continued violation of the beach deed because they care more about themselves than the interests of local property owners with beach access;

8. Indra's lack of 100% loyalty to the public because whenever there is an issue which affects his beloved staff as well as the public, Indra supports staff to the detriment of the public (employee beach access being a prime example);

⁶ See pages 57-81 of the 9/30/2021 Board packet.

⁷ See my companion written statement on this subject.

9. Indra's disregard of the recent union contract recently entered into with unionized public works staff which expressly does not extend free recreational privileges to public works staff, yet the same are extended to them – this is a matter I expressly brought to the Board's attention and yet Indra ignores the prohibition;

10. Indra's refusal to recommend a NRS 43.100 confirmation petition to address legal questions over the beach deed and to waste public funds on a private attorney opinion from what undoubtedly will be a less than competent attorney staff can control like the local Incline Law Group he has used in the past;

11. Indra's refusal to assess all local parcels regardless of ownership Rec Fees (his exemption of 1,100 or so parcels even though the District has no authority to exempt anyone), and his refusal to make additional dwelling units I and others bring to his attention pay their fair share⁸;

12. Terminating a portion of the District's money-losing lease with the Hyatt Hotel for operation of the Sport Shop without Board approval, and not terminating *all of it*;

13. Etc., etc., etc.

And for all of this, Indra's alleged "merit" warrants a compensation bonus?

And to Add Insult to Injury, Staff Asks This BONUS Be Retroactively Applied "Back to July 1, 2021:"¹ Are you kidding me?

If Indra Isn't Satisfied With the Compensation of the Agreement He Originally Negotiated, Maybe He Should Seek Employment Elsewhere?

My September 25, 2021 E-Mail to the Board on This Very Subject⁹: As the reader can see, the Board was apprised of all the facts prior to this meeting. And yet I predict a majority will go ahead and grant Indra an unwarranted bonus!

Exactly What is the Justification Which Extension of Indra's Current Employment Contract? Indra's current employment agreement expires June 30, 2023¹⁰. In other words, it has nearly two (2) years to run. *So why is this matter even agendized* for possible Board action? Because according to staff, "a request has been received to extend (Indra's) employment agreement by 2 years."¹⁰ Really? *Now who is it who made the request?* Wouldn't it have been Indra?

⁸ See the written statement I submitted to the Board regarding 659 Cristina Drive at its September 2, 2021 meeting.

⁹ A copy is attached as Exhibit "A" to this written statement.

¹⁰ See page 91 of the 9/30/2021 Board packet.

If Indra Isn't Satisfied With the Term of the Agreement He Originally Negotiated, Maybe He Should Seek Employment Elsewhere?

My September 25, 2021 E-Mail to the Board on This Very Subject¹¹: As the reader can see, the Board was apprised of all the facts prior to this meeting. And yet I predict a majority will go ahead and grant Indra an unwarranted contract extension!

Conclusion: In support of these agenda items staff informed the public it “welcome(d) community feedback and appreciate(d) the community’s diligence in identifying th(e)...issue(s)”¹⁰ I have in fact identified! Really? So what was Indra’s response? “I find your attacks of staff (and of course himself) to be inappropriate, disrespectful and absolutely unacceptable. I have tried to be responsive to you but this will no longer be the case.”¹²

Not only should both of these agenda items be summarily rejected, but the Board should consider Indra’s TERMINATION as GM! If members of the public cannot weigh-in on the GM’s compensation and contract term without subjecting themselves to responses such as the one quoted, why create the ruse their feedback and diligence is appreciated?

Moreover, let’s call a spade-a-spade. Indra is ill equipped for the job of GM. He doesn’t understand what a GID is, and he doesn’t understand for whom he is employed (i.e., local property owners who are subsidizing his salary and benefits)! And then to attack them under the guise citizen criticism is an unacceptable attack on he and his incompetent staff? Unbelievable!

And to those asking why their Recreation (“RFF”) and Beach (“BFF”) Facility Fee(s) are as high as they are, now you have another example.

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

¹¹ A copy is attached as Exhibit “B” to this written statement.

¹² A copy of Indra’s September 25, 2021 e-mail to me (with copies to the Board) is attached as Exhibit “C” to this written statement.

EXHIBIT "A"

Re: It's Nearly Everything Staff Do - Incompetence to the Nth Degree - Now It's a Further Increase in the GM's Employment Compensation (His Contract ALREADY Provides For an Increase)

From: <s4s@ix.netcom.com>
To: "Callicrate, Tim" <tim_callicrate2@ivgid.org>
Cc: "Dent, Matthew" <dent_trustee@ivgid.org>, "Wong, Kendra Trustee" <wong_trustee@ivgid.org>, "Schmitz, Sara" <schmitz_trustee@ivgid.org>, "Tonking, Michaela" <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Re: It's Nearly Everything Staff Do - Incompetence to the Nth Degree - Now It's a Further Increase in the GM's Employment Compensation (His Contract ALREADY Provides For an Increase)
Date: Sep 25, 2021 12:43 PM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

Like I say, it's the more I read the STUPIDER and now STUPIDER it gets!

So now I'm reading the Board packet and I see staff is not only proposing a contract extension for our GM when there's no need for an extension (it runs through June of 2023), but a compensation increase when our GM is already entitled to an increase he negotiated at inception based upon COLA to boot!

I know what's wrong with staff who is recommending this. But what about you Board members?

Indra negotiated an employment agreement which according to paragraph 3.3 already entitles him to a \$5,800 annual increase! That's not good enough? Somehow based upon his alleged competence (which I and others contend he is lacking), the Board should agree to give him more as a BONUS (something staff disingenuously label "a merit salary increase")?

How about all Indra has COST the public based upon a lack of merit? Such as:

1. Continuing the policy of snow plowing portions of Country Club and Ski Way notwithstanding it's the county's obligation as these have been dedicated to the county;
2. Unnecessarily spending over \$600K on a pair of CAT Loaders that we require to do the county's snow plowing;
3. Refusing to make Tyrolean Village homeowners pay their fair share towards maintenance and repair of the non-publicly dedicated portions of Ski Way which serve as the ingress/egress point to their homeowners' association;
4. Failing to professionally manage construction of the Mtn. Golf Course cart pathway project (I wrote about this earlier today);
5. Admitting to me that staff has no justification for back charging our various funds for unreimbursed staff time because staff fails to maintain time and expense records;
6. Refusing to be the public's watchdog on Waste Management ("W-M") solid waste rate increases - three issues: a) allowing W-M to claim a portion of its unverified income taxes as an allowable expense which reduces net income; b) failure to verify the legitimacy of W-M's transfer station lease costs to itself as an allowable expense which reduces net income; c) increasing the District's solid waste franchise fee which gets passed on to W-M and serves as an allowable expense which reduces net income;

7. Staff's continued violation of the beach deed;
8. Indra's lack of 100% loyalty to the public because whenever there is an issue which affects his beloved staff, Indra supports staff to the detriment of the public;
9. Indra's refusal to recommend a NRS 43.100 confirmation petition to address legal questions over the beach deed and in favor to waste public funds on a private attorney opinion;
10. Indra's refusal to assess all local parcels regardless of ownership Rec Fees, and his refusal to make additional dwelling units I and others bring to his attention pay their fair share;
11. Etc., etc., etc.

Is all of this evidence of professionalism and competence which "MERITS" anything more than Indra's employment agreement already provides?

We maybe can't change what has already been agreed to in Indra's employment agreement. But we can certainly NOT agree to give him more when as you can see it is the public which has suffered. Of course trustees Callicrate and Tonking don't care because they don't pay. But how about the rest of you?

Just because your staff are STUPID doesn't mean each of you needs to be. Because there is no need for a compensation increase above the already agreed to COLA increase, why exactly is it even agendized? Since the staff memo states "we welcome community feedback and appreciate the community's diligence" (does anyone really believe this propaganda?), now you've got feedback an diligence.

This request like the contract extension request should be SUMMARILY DENIED! Regardless of Indra's performance, there's no need whatsoever for a compensation bonus since the current employment contract already provides for one HE AGREED TO.

The public wants the benefit of the bargain it agreed to when it agreed to the subject employment agreement. Please vote NO!

Respectively, Aaron Katz

EXHIBIT "B"

Re: It's Nearly Everything Staff Do - Incompetence to the Nth Degree - Now It's Extension of the GM's Employment Contract Notwithstanding it Currently Extends THrough June 30, 2023!

From: <s4s@ix.netcom.com>
To: "Callicrate, Tim" <tim_callicrate2@ivgid.org>
Cc: "Dent, Matthew" <dent_trustee@ivgid.org>, "Wong, Kendra Trustee" <wong_trustee@ivgid.org>, "Schmitz, Sara" <schmitz_trustee@ivgid.org>, "Tonking, Michaela" <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Re: It's Nearly Everything Staff Do - Incompetence to the Nth Degree - Now It's Extension of the GM's Employment Contract Notwithstanding it Currently Extends THrough June 30, 2023!
Date: Sep 25, 2021 12:00 PM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

It's the more I read the STUPIDER it gets!

So now I'm reading the Board packet and I see staff is not only proposing a compensation increase for our GM based upon his alleged "merit," but a contract extension to boot!

I know what's wrong with staff who is recommending this. But what about you Board members?

Indra's current employment agreement expires June 30, 2023. That's nearly TWO YEARS FROM NOW! So why is anyone speaking of a contract extension?

Because the staff memo represents "a request has been received to extend the employment agreement by 2 years." WHO submitted the request? Was it a Board member or Indra?

Just because your staff are STUPID doesn't mean each of you needs to be. Because there is no need for a contract extension at this time why exactly is it even agendized? Since the staff memo states "we welcome community feedback and appreciate the community's diligence" (does anyone really believe this propoganda?), now you've got feedback an diligence.

This request should be SUMMARILY DENIED! Regardless of Indra's performance, there's no need whatsoever for an extension to his employment contract which continues for nearly two additional years, and is automatically extended on a yearly basis unless a party declines to exercise the option. Is Indra threatening to decline this option? If the Board is so pleased with Indra's performance, why would it ever decline to exercise the option?

Please vote NO!

Respectively, Aaron Katz

—Original Message—

From:
Sent: Sep 25, 2021 10:17 AM
To: Callicrate, Tim
Cc: Dent, Matthew , Wong, Kendra Trustee , Schmitz, Sara , Tonking, Michaela ,
Subject: It's Nearly Everything Staff Do - Incompetence to the Nth Degree - Phase 1 of the Mountain Course Cart Path Repavement Project

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

EXHIBIT "C"

Re: It's Nearly Everything Staff Do - Incompetence to the Nth Degree - Now It's a Further Increase in the GM's Employment Compensation (His Contract ALREADY Provides For an Increase)

From: "Winquest, Indra S." <ISW@ivgid.org>
To: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
Cc: "Tim Callicrate" <callicrate_trustee@ivgid.org>, "Matthew Dent" <dent_trustee@ivgid.org>, "Wong, Kendra" <Wong_trustee@ivgid.org>, "Sara Schmitz" <trustee_schmitz@ivgid.org>, "Michaela Tonking" <tonking_trustee@ivgid.org>
Subject: Re: It's Nearly Everything Staff Do - Incompetence to the Nth Degree - Now It's a Further Increase in the GM's Employment Compensation (His Contract ALREADY Provides For an Increase)
Date: Sep 25, 2021 1:09 PM

Aaron -

Respectfully, you can criticize me all you want as it does not affect me personally as i know I'm doing whats right for the community and within direction of the collective board. Not to say I'm perfect and i make mistakes like any other human being. However, i find your attacks of staff to be inappropriate, disrespectful and absolutely unacceptable. I have tried to be responsive to you but this will no longer be the case. I have never been disrespectful to you and have never personally attacked you in any way.

Indra

- > On Sep 25, 2021, at 12:43 PM, s4s@ix.netcom.com wrote:
- >
- > Chairperson Callicrate and Other Honorable Members of the IVGID Board -
- >
- > Like I say, it's the more I read the STUPIDER and now STUPIDER it gets!
- >
- > So now I'm reading the Board packet and I see staff is not only proposing a contract extension for our GM when there's no need for an extension (it runs through June of 2023), but a compensation increase when our GM is already entitled to an increase he negotiated at inception based upon COLA to boot!
- >
- > I know what's wrong with staff who is recommending this. But what about you Board members?
- >
- > Indra negotiated an employment agreement which according to paragraph 3.3 already entitles him to a \$5,800 annual increase! That's not good enough? Somehow based upon his alleged competence (which I and others contend he is lacking), the Board should agree to give him more as a BONUS (something staff disingenuously label "a merit salary increase")?
- >
- > How about all Indra has COST the public based upon a lack of merit? Such as:
- >
- > 1. Continuing the policy of snow plowing portions of Country Club and Ski Way notwithstanding it's the county's obligation as these have been dedicated to the county;
- >
- > 2. Unnecessarily spending over \$600K on a pair of CAT Loaders that we require to do the county's snow plowing;
- >
- > 3. Refusing to make Tyrolean Village homeowners pay their fair share towards maintenance and repair of the non-publicly dedicated portions of Ski Way which serve as the ingress/egress point to their homeowners' association;
- >

- > 4. Failing to professionally manage construction of the Mtn. Golf Course cart pathway project (I wrote about this earlier today);
- >
- > 5. Admitting to me that staff has no justification for back charging our various funds for unreimbursed staff time because staff fails to maintain time and expense records;
- >
- > 6. Refusing to be the public's watchdog on Waste Management ("W-M") solid waste rate increases - three issues: a) allowing W-M to claim a portion of its unverified income taxes as an allowable expense which reduces net income; b) failure to verify the legitimacy of W-M's transfer station lease costs to itself as an allowable expense which reduces net income; c) increasing the District's solid waste franchise fee which gets passed on to W-M and serves as an allowable expense which reduces net income;
- >
- > 7. Staff's continued violation of the beach deed;
- >
- > 8. Indra's lack of 100% loyalty to the public because whenever there is an issue which affects his beloved staff, Indra supports staff to the detriment of the public;
- >
- > 9. Indra's refusal to recommend a NRS 43.100 confirmation petition to address legal questions over the beach deed and in favor to waste public funds on a private attorney opinion;
- >
- > 10. Indra's refusal to assess all local parcels regardless of ownership Rec Fees, and his refusal to make additional dwelling units I and others bring to his attention pay their fair share;
- >
- > 11. Etc., etc., etc.
- >
- > Is all of this evidence of professionalism and competence which "MERITS" anything more than Indra's employment agreement already provides?
- >
- > We maybe can't change what has already been agreed to in Indra's employment agreement. But we can certainly NOT agree to give him more when as you can see it is the public which has suffered. Of course trustees Callicrate and Tonking don't care because they don't pay. But how about the rest of you?
- >
- > Just because your staff are STUPID doesn't mean each of you needs to be. Because there is no need for a compensation increase above the already agreed to COLA increase, why exactly is it even agendized? Since the staff memo states "we welcome community feedback and appreciate the community's diligence" (does anyone really believe this propaganda?), now you've got feedback an diligence.
- >
- > This request like the contract extension request should be SUMMARILY DENIED! Regardless of Indra's performance, there's no need whatsoever for a compensation bonus since the current employment contract already provides for one HE AGREED TO.
- >
- > The public wants the benefit of the bargain it agreed to when it agreed to the subject employment agreement.Please vote NO!
- >
- > Respectively, Aaron Katz
- >

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEM I(3) – EXPENDING ANOTHER \$25,000 TO SECURE ANOTHER LEGAL OPINION INsofar AS ISSUES SURROUNDING THE BEACH DEED

Introduction: Here staff propose, at a not to exceed cost of \$25,000, adoption of a scope of work for a special legal counsel to render an opinion¹ insofar as issues arising under the beach deed². The issues as staff raise them include:

“(1) A review of IVGID's historic practice of providing beach access to retired Trustees, non-resident employees, retirees and their guests to determine compliance with the deed; and ,

(2) To review any proposed edits to Ordinance No. 7 or Policy 16.1 to determine compliance with the deed.”³

As an alternative “to ensure the Board is aware of potential ways forward,” staff proposes “to seek proposals for a judicial confirmation (petition) under NRS 43(.100).” Because I approve of staff’s latter option, I submit this written statement.

At the End of the Day a Private Attorney’s Legal Opinion is Nothing More Than His/Her Opinion: Which means it is non-enforceable. Moreover, put a number of attorneys in a room and ask them to opine upon a subject, and you are likely to get a number of opinions. Which in this case resolve nothing.

Moreover, here staff propose that “the Board may wish to authorize the Chair and General Manager with input from the General Counsel to review and select the special counsel.”³ I oppose this because in the past, staff have sought legal opinions from less than knowledgeable attorneys. The Incline Law Group immediately comes to mind. If we’re going to pay for the best, how about that’s what we secure?

Let’s Resolve These Issues Fully, Finally and Once and For All By Filing a NRS 43.100 Confirmation Petition: After all, NRS 43.100 provides that “the governing body⁴ may file or cause to be filed a

¹ See page 115 of the packet of materials prepared by staff in anticipation of this September 30, 2021 Board meeting [“the 9/30/2021 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0930_-_Regular_-_Searchable_-_Part_2.pdf)].

² Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/Beach_Deed.repost2021.pdf.

³ See page 116 of the 9/30/2021 Board packet.

⁴ NRS 43.060(1)(b) instructs that a governing body includes any “legislative body of a municipality proceeding under this chapter.” NRS 43.080 instructs that “municipality” means “any...general improvement district other corporate district constituting a political subdivision of this State.”

petition at any time in the district court in and for any county in which the municipality is located or any act or project is undertaken, wholly or in part, praying a judicial examination and determination of the validity of any power conferred or *of any instrument*⁵, act or project of the municipality, whether or not such power has been exercised, such instrument has been executed or otherwise made or such act or project has been taken.”⁶

And, NRS 43.140(1) instructs that “The petition and notice shall be sufficient to give the court jurisdiction, and upon hearing the court shall examine into and determine all matters and things affecting the question submitted, shall make such findings with reference thereto *and render such judgment* and decree thereon as the case warrants.”⁶ And once a judgment is entered, it shall be just as binding and enforceable as any other judgment.

Conclusion: In IVGID’s past, whenever it sought a full and final resolution of the validity of an important issue, it filed a NRS 43.100 confirmation petition. For this reason and all the reasons stated herein, I ask that the Board “seek proposals from interested special counsel to seek a judicial confirmation under NRS 43.”⁷

And to those asking why their RFFs/BFFs are as high as they are and how IVGID’s favored collaborators are able to escape assessment, now you have another example.

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

⁵ Isn’t the beach deed “an instrument?”

⁶ See page 119 of the 9/30/2021 Board packet.

⁷ See page 117 of the 9/30/2021 Board packet.

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEM I(6) – PROPOSED REVISIONS TO RECREATION ROLL POLICY NO. 16.1.1¹

Introduction: Here staff propose revisions to Recreation Roll Policy No. 16.1.1 given: that review has not taken place since 2018²; and, the GM’s Ordinance 7 Committee is identifying areas for potential revisions. Since I have my own proposed revisions, this is the purpose of this written statement.

My Prior E-mails of July 14, 2021: In anticipation of this item being agendized for possible action, on July 14, 2021 I sent two e-mails to the Board. The first addressed the failure to define a parcel owner’s guests³. And the second addressed IVGID’s power to exempt any person or property from paying the rates, tolls and charges it is empowered to fix⁴. These two e-mails address what I believe to be the top two (2) problems with beach access and Recreation (“RFF”)/Beach (“BFF”) Facility Fee assessment. For these reasons I urge the Board to discuss both.

The Property Owner With Beach Access’ Guests’ Access: Policy No. 16.1.1.6.04⁵ instructs that “when the...Beach Fee has been paid, such payment entitles the owner to (privileges)...defined more full in District Ordinance #7⁶.” One of those privileges is a Picture Pass Holder’s (“PPH’s”) “*guest access to District-owned beaches for a fee.*”⁷ I believe this language comes from the Beach Deed⁸ which recites that the beaches “and any and all improvements now or hereafter located thereon, shall be held, maintained and used by...property owners (with beach access)...and, as the Board of Trustees... may determine, *the guests of such property owners.*” But the Board has never determined who is a “guest” of a property owner with beach access?

¹ See pages 266-269 of the packet of materials prepared by staff in anticipation of this September 30, 2021 Board meeting [“the 9/30/2021 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0930_-_Regular_-_Searchable_-_Part_4.pdf)].

² See page 262 of the 9/30/2021 Board packet.

³ This e-mail was attached as Exhibit “A” to the written statement I prepared on Policy 16.1.1 which I asked be attached to the minutes of the Board’s September 2, 2021 meeting.

⁴ This e-mail was attached as Exhibit “B” to the written statement I prepared on Policy 16.1.1 which I asked be attached to the minutes of the Board’s September 2, 2021 meeting.

⁵ See page 268 of the 9/30/2021 Board packet.

⁶ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/rec_ordinance_7_1998.pdf (“Ordinance No. 7”).

⁷ See Article V, ¶46(h) at page 9 of Ordinance No. 7.

⁸ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/Beach_Deed.repost2021.pdf.

I submit this determination should be included in Policy No. 16.1.1 and it should be a person who physically accompanies a PPH with beach access who declares the accompanying person is his/her guest. This subject needs to be studied and Policy No. 16.1.1. modified accordingly.

The OAG's September 11, 1975 Opinion re: IVGID's Power to Grant Rate, Toll and Charge Exemptions: The next issue to be addressed by Policy No. 16.1.1 should be the subject of RFF/BFF exemptions. In March of 2021 I came across a reference to an Office of Attorney General ("OAG") opinion involving Sierra Nevada College's ("SNC's") request for exemption from the RFF/BFF. For this reason I made a public records request to examine the same. Although IVGID staff did not comply with my records request, it appears that opinion has been placed in the packet of materials in support of this Board meeting at pages 307-309 thereof.

I take exception to dictum in that opinion inasmuch as it turns out the precise request for the opinion was whether IVGID "must...allow...property owners who have been granted an exemption from the levy of general taxes...a like exemption from the payment of recreation service charges... pursuant to (former) NRS 318.200⁹ and 318.201?"¹⁰ After a reasoned response, the OAG opined "that...IVGID need not grant a service charge exemption to a charitable corporation merely because such...corporation has also been granted an exemption by the county from the county's general taxes."¹¹

Obiter Dictum: However, the OAG Opinion went one step beyond what was requested to which I take exception. And that's where it gratuitously opined, without reasoning or authority, that "IVGID is perfectly capable, pursuant to NRS 318.200, to grant or not grant such an exemption on its own."¹² If this gratuitous opinion had occurred in a court opinion, it would be ignored by reviewing courts as obiter dictum¹³. For the same reasoning, it should be similarly ignored here.

⁹ Former NRS 318.200(1) used to state as follows: "Subject to the provisions of NRS 318.140 and 318.144, the board shall have the power to fix, and from time to time increase or decrease, electric energy, cemetery, swimming pool, other recreational facilities, television, sewer, water, lighting, garbage or refuse rates, tolls or charges (other than special assessments), including but not necessarily limited to service charges and standby service charges, for services or facilities furnished by the district, charges for the availability of service, annexation charges, and minimum charges, and to pledge such revenue for the payment of any indebtedness or special obligations of the district" [see 1977 Statutes of Nevada, Page 542 (<https://www.leg.state.nv.us/Statutes/59th/Stats197703.html#Stats197703page542>)].

¹⁰ See page 308 of the 9/30/2021 Board packet.

¹¹ See pages 308-309 of the 9/30/2021 Board packet.

¹² See page 309 of the 9/30/2021 Board packet.

¹³ "A remark, statement, or observation of a judge that is not a necessary part of the legal reasoning needed to reach the decision in a case. Although dictum may be cited in a legal argument, it is not

Notwithstanding Any of the Above, the IVGID Board Has No Power to Exempt Any Parcel/ Dwelling Unit, Including the District's, or Any Person, From Paying the RFF/BFF it Fixes: In order to exempt property from any kind of monetary exaction, there must be *express* constitutional or statutory authority [see *Chapman v. City of Albuquerque*¹⁴, 65 N.M. 228, 335 P.2d 558, 563 (1959)]. Although Art. 8, sec. 2 of the Nevada Constitution¹⁵ states that “the property of corporations formed for Municipal, Charitable, Religious, or Educational purposes may be exempted...(from) taxation...by law,” according to the District its RFF/BFF are *not* taxes. Therefore the Constitution provides no authority for the District’s fee exemptions. And a comprehensive review of NRS 318 reveals that *nowhere*, is a GID empowered to exempt anyone or any property from the rates, tolls and charges it fixes for the facilities, services and availability of said facilities and services it allegedly furnishes. Therefore, IVGID has no authority to grant RFF/BFF exemptions to anyone or any property.

Notwithstanding Any of the Above, the Plain Meaning of NRS 318.197(1) Requires it Be Construed as Written: IVGID is precluded from creating its own rate, toll or charge exceptions because of established rules of construction insofar as unambiguous statutes are concerned such as NRS 318.197(1). “Judges interpret laws rather than reconstruct legislators’ (undisclosed) intentions. (Thus) where (as here) the language of those laws is clear, we are not free to replace it with an *unenacted* legislative intent”¹⁶ as (we) “presume...[the] Legislature says in a statute what it means and means... what it says...(Thus our) inquiry begins with the statutory text, and *ends there as well* (where as here) the text is unambiguous.”¹⁷ If the legislature could have easily provided for a given thing to take place (i.e., here fee exemptions), but did not so provide, it will *not* be presumed that the Legislature intended that for which it did not provide¹⁸. Given NRS 318.197(1) makes no reference to fee exceptions, the statute must be “enforce(d)...written”¹⁹ and any notion it intends GID Boards can create their own rate, toll and charge exemptions must be rejected.

Notwithstanding Any of the Above, Dillon’s Rule Prohibits the District From Creating RFF/BFF Exemptions Not Expressly Stated in NRS 318.197(1): The District’s RFF/BFF exemptions conflict with *Dillon’s Rule*²⁰ which “provides...the governing body of (any local government²¹) possesses and may

binding as legal precedent, meaning that other courts are not required to accept it” (see <https://www.law.cornell.edu/wex/dictum>).

¹⁴ Go to <https://www.casemine.com/judgement/us/59149dfdadd7b04934655896>.

¹⁵ Go to <https://www.leg.state.nv.us/const/nvconst.html#Art8Sec2>.

¹⁶ See *INS v. Cardoza-Fonseca*, 480 U.S. 421, 452-53, 107 S.Ct. 1207 (1987) [concurring opinion of Justice Scalia].

¹⁷ See *McDonald v. Sun Oil. Co.*, 548 F.3d 774, 780 (9th Cir. 2008).

¹⁸ See *Palmer v. Del Webb’s High Sierra*, 108 Nev. 673, 680, 838 P.2d 435 (1992).

¹⁹ See *In re George*, 128 Nev. Adv. Op. 32, 279 P.3d 187, 190 (2012).

²⁰ See NRS 244.137(1).

exercise *only* the following powers and *no others*: (a) Those...granted in express terms by the Nevada Constitution or statute; (b) Those...necessarily or fairly implied in or incident to th(ose) powers expressly granted²²; and (c) Those...essential to the accomplishment of the declared objects and purposes of the (local government¹⁷) and not merely convenient but (rather) indispensable.”²³ “*Dillon’s Rule* also provides that if there is any fair or reasonable doubt concerning the existence of a power, that doubt is (to be) resolved against the governing body of (a local government¹⁷) and the power is denied.”²⁴

Here there is nothing necessarily nor fairly implied in nor incident to NRS 318.197 which allows GIDs to create their own rate, toll or charge exceptions. Nor are those exceptions essential nor indispensable to the declared objects and purposes of any GID. Therefore *Dillon’s Rule* instructs IVGID has no power to create its own fee exemptions.

Notwithstanding Any of the Above, the Doctrine of Preemption Prohibits the District From Creating RFF/BFF Exemptions Not Expressly Stated in NRS 318.197(1): IVGID’s RFF/BFF exemption provisions conflict with the doctrine of preemption. Preemption occurs when a higher level of government (here the State) removes regulatory power from a lower level of government (here GIDs). Intra-state preemption occurs where a municipality’s authority in a particular area has been supplanted by State law²⁵. Because: preemption only occurs when two levels of government operate within the same sphere²⁶, Nevada is a *Dillon’s Rule* regime (see discussion above), GIDs are *limited* forms of government *not* vested with general powers [A.G.O. No. 63-61, p. 102, at p. 103 (August 12, 1963)], and express grants of authority to GIDs from the Legislature are virtually nonexistent, IVGID is effectively precluded from engaging in *any* substantive policy or rule making insofar as rate, toll or charge exceptions are concerned. Stated differently, the State having chosen to address the issue of a GID’s power to fix rates, tolls and charges, IVGID is precluded from entering the field to add its own unique twist to this subject matter. In other words, it is precluded from filling the arguable void left by the State’s failure to address the subject of possible GID rate, toll and charge exemptions [see *Lake Arthur*

²¹ See NRS 244.137(2) and 244.137(7)(a).

²² See NRS 318.210 which is the statutory embodiment of this portion of *Dillon’s Rule* which instructs a GID’s “board shall have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted in this chapter.”

²³ See NRS 244.137(3).

²⁴ See NRS 244.137(4).

²⁵ 87 BLR 1113, 1114, *Intrastate Preemption* (2007).

²⁶ *Id.*, at 1122.

*Drainage Dist. v. Board of Com'rs. of Chaves County*²⁷, 29 N.M. 219, 223, 222 P. 389, 390 (1924); *Town of Clayton v. Colorado & S.R. Co.*²⁸, 51 F.2d 977, 980 (10th Cir. 1931)].

Notwithstanding Any of the Above, the District's RFF/BFF Exemptions Violate the Local/Special Law Prohibitory Provisions of the Constitution: Art. 4, sec 21 of the Constitution states that "in all...cases where a general law can be made applicable, all laws shall be general and of uniform operation throughout the State."

"[I]f a statute be either a special or local law, or both...but does not come within any of the cases enumerated in section 20, then its constitutionality depends upon whether a general law can be made applicable...Therefore, the first inquiry is whether the legislation is general or whether it is special or local" [*City of Fernley v. State, Dep't of Tax*²⁹, 132 Nev. Adv. Op. 4, 366 P.3d 699, 708 (2016)]. "[A] law is general when it applies equally to all persons embraced in a class founded upon some natural, intrinsic, or constitutional distinction" [*Clean Water Coalition v. M Resort*, 127 Nev. 301, 311, 255 P.3d 247, 254 (2011)]. "The purpose underlying the general law requirement 'is that when a statute affects the entire state, it is more likely to have been adequately considered by all members of the Legislature, whereas a localized statute is not apt to be considered seriously by those who are not affected by it'" (*Id.*). "Conversely, a law is considered local if it operates over 'a particular locality instead of over the whole territory of the State'" (*City of Fernley, Id.*). In other words, "if it confers particular privileges or imposes peculiar disabilities, or burdensome conditions in the exercise of a common right; upon a class of persons arbitrarily selected, from the general body of those who stand in precisely the same relation to the subject of the law" (*Clean Water Coalition, Id.*). Because here the District's RFF/BFF exemption provisions confer particular privileges and impose peculiar disabilities in the exercise of a common right upon classes of persons arbitrarily selected, and further allow the Board to exempt any other parcel/dwelling unit on a case-by-case/discriminatory basis (how else can one explain the Board's exemption of a Pet Network parcel from the RFF/BFF?), they represent an unconstitutional special or local law.

So How Many Parcels Have IVGID Wrongly Exempted From Paying the RFF? We never would have had a clue were it not for staff's disclosure at pages 340-341 of the 9/2/2021 Board packet³⁰. And now we know. 270 IVGID parcels (104 of which are unbuildable); 347 State of Nevada parcels; 22 Washoe County parcels; 18 unbuildable publicly owned parcels; 13 unbuildable

²⁷ Go to <https://cite.case.law/nm/29/219/>.

²⁸ Go to [https://www.courtlistener.com/opinion/1489157/town-of-clayton-v-colorado-s-ry-co/?q=Town%20of%20Clayton%20v.%20Colorado%20%26%20S.R.%20Co.%2C%2051%20F.2d%20977%2C%20980%20\(10th%20Cir.%201931\)](https://www.courtlistener.com/opinion/1489157/town-of-clayton-v-colorado-s-ry-co/?q=Town%20of%20Clayton%20v.%20Colorado%20%26%20S.R.%20Co.%2C%2051%20F.2d%20977%2C%20980%20(10th%20Cir.%201931)).

²⁹ Go to <https://casetext.com/case/city-of-fernley-nev-mun-corp-v-state>.

³⁰ These pages with asterisks placed next to relevant portions are attached as Exhibit "D" to this written statement.

privately owned parcels; 6 Washoe County School District ("WCSD") parcels; 4 North Lake Tahoe Fire Protection District ("NLTFPD") parcels; the Pet Network parcel; and, 687 State of Nevada parcels. All told, at least 1,368 parcels With a combined RFF/BFF of \$780, *we're talking about over \$1M of lost revenue!*

If the BFF/RFF Pay For the Availability to Access and Use the District's Beach and/or Recreation Facilities as Staff Represent, the Fact Those Whose Parcels Are Exempt From Paying the BFF/RFF Are Required to Pay For the Water/Sewer/Trash Services the District Furnishes, is Evidence That Those Parcels Are Required to Pay the BFF/RFF: After all, the authority to fix rates, tolls and charges for *all* of these services is the same NRS 318.197(1).

This subject needs to be studied and Policy No. 16.1.1. modified accordingly.

Dwelling Unit Assessment: The next issue to be addressed by Policy No. 16.1.1 should be the subject of "dwelling unit" assessments. Policy No. 16.1.1.1 instructs that IVGID "will charge the prescribed RFF and...BFF to all qualifying real properties in one of the following categories...all dwelling units on developed residential parcels."³¹ Policy No. 16.1.1.2.4 describes "dwelling unit...as any building or portion thereof, which contains living facilities with provisions for sleeping, eating, cooking, and sanitation."³¹ I and others have brought evidence to the Board of literally hundreds of dwelling units meeting this definition which are neither assessed nor do they pay the BFF and/or RFF. I and others have actually initiated the process under NRS 318.203 for the Board to add dwelling units escaping RFF/BFF assessment to the Recreation Roll. However, the Board has refused. If it is going to refuse, then IMO the assessment of dwelling units should end. Moreover, what's the difference between a dwelling unit on a residential parcel, and one on a non-residential parcel (like an apartment building or hotel)? This subject needs to be studied and Policy No. 16.1.1. modified accordingly.

Unbuildable Parcels: The next issue to be addressed by Policy No. 16.1.1 should be the subject of unbuildable parcels. Why is an unbuildable parcel any less benefited from the District's recreational and beach facilities as a buildable parcel? Yet Policy 16.1.1.2.7 exempts unbuildable parcels from the RFF/BFF following the owner's petition. Why can't buildable parcels be exempted as well following the owner's petition? Why can't improved parcels be exempted as well? These questions all related to connection and disconnection from the District's facilities and the services they furnish. NRS 318.197(3) instructs that "the board shall prescribe and enforce regulations for the connection with and the disconnection from properties of the facilities of the district and the taking of its services." Apparently regulations have been adopted for unbuildable parcels, but not for buildable or improved parcels. The time has come to address these matters in Policy 16.1.1.

³¹ See page 266 of the 9/30/2021 Board packet.

Conclusion: For the reasons stated above, I pray that the IVGID Board consider the modifications to Policy No. 16.1.1 as I suggest.

And to those asking why their RFFs/BFFs are as high as they are and how IVGID's favored collaborators are able to escape assessment, now you have another example.

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