

MINUTES

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

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairman Tim Callicrate on Wednesday, September 30, 2020 at 6:00 p.m. This meeting was conducted virtually via Zoom.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*

On roll call, present were Trustees Tim Callicrate, Sara Schmitz, Matthew Dent, and Peter Morris. Trustee Kendra Wong joined the meeting at 6:07 p.m.

Also present were District Staff Members Director of Finance Paul Navazio, Marketing Manager Paul Raymore, General Manager Diamond Peak Ski Resort Mike Bandelin and Engineering Manager Nathan Chorey.

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

C. PUBLIC COMMENTS

Linda Newman said thank you Trustee Treasurer Schmitz for undertaking the necessary and important revisions to Policy 3.1 and bringing the Trustee Handbook up-to-date. She trusts this Board will approve both with a few simple and minor edits. And, thank you Chair Callicrate for providing guidance on a Code of Conduct for the Board and Board Advisory Committees. The latter is a good starting point. She respectfully requests the removal of General Business Item 1 from the agenda. Although the Board will not be receiving the Schematic Design for the Burnt Cedar Pool until mid-November, this Board is being asked to approve a project delivery method without a complete understanding of the project and without FUNDING for the project. She would also request that this Board deny the use of \$100,000 of our Rec Fee to advertise Diamond Peak via an agreement with EXL media. At a time when it is critical for us to protect the health and safety of our Staff and our Community and may have to limit entry, why would we want to advertise? With the staffing we have for marketing, public relations and communications – can't we effectively use our Staff to advertise on our website,

social media and IVGID quarterly? This is, in my view, an unnecessary expense. The most important issues confronting this District are absent from tonight's Agenda. First, Effective Internal Control Policies and Practices should be at the top of this Board's priorities and cannot wait until the Winter through the Spring for the GM and the Director of Finance to get to it. Operating a District without Internal Controls is a lot like building a house without a foundation. Whatever you build will not hold up. The same is true for the District's accounting and reporting, without a framework of internal controls, the revenues and expenses reported have limited validity and reliability. Our convoluted General Ledger and Chart of Accounts render everything posted on Open Gov suspect and do not inspire confidence in monthly, quarterly and annual financial statements. If the GM and the Director of Finance do not have the time –hire an independent consultant immediately. Next, our vital utility infrastructure has been neglected –six miles of failing effluent pipeline and an unlined emergency effluent storage pond have not been addressed for more than a decade. Further delay in bringing a consultant on board to plan and oversee this project is not acceptable. The same is true for delaying the first steps to securing a consultant for the wide scope utility rate and capital reserve study. These are priorities that must be completed now.

Cliff Dobler said he has three items; on February 17, 2020, he reported to the previous IVGID Audit Committee that the Community Service and Beach facility fees for Fiscal Year 2018/2019 had not been properly allocated for operations, capital projects and debt service as required by the resolution adopting the fees. These misallocations are 6. in the errors in the 2018/2019 CAFR. On August 12, 2020, the Director of Finance recommended and the Board approved correcting only a portion of the misallocations and the remaining misallocations remain in limbo. So as of now, the Board of Trustees has not approved correcting \$68,000 of facility fees allocated for Community Service debt payments but improperly allocated to operations nor has the Board of Trustees approved correcting \$111,000 of beach fees allocated to Beach capital projects and debt payments but improperly allocated to operations. This is loading up operations at the expense of capital projects. He does not know if this was an error or deemed unimportant or just ignored. He would hope that these misallocations would be corrected to comply with the Board resolution. Second item, on June 23, 2020, the Board approved emergency Resolution 1881 to address handling recreational venues because of COVID-19. The resolution referred to another Resolution 1480 and inferred that the General Manager had powers vastly beyond what was actually beyond Resolution 1480 which powers were limited only to employment matters. On July 3, 2020, he sent a memorandum to the Board of Trustees requesting that the emergency resolution be corrected. Only Chairman Callicrate responded and he indicated it would be corrected ASAP. When is ASAP? He respectfully requests

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that corrections to Resolution 1881 be included as an agenda item at the next Board meeting. Number three, he had the pleasure of working with the Director of Golf/Community Services who runs the Championship Golf Course. We reviewed and understand how 9 different types of play passes were accounted for. As we discovered, his budget was approved one way and the accounting was reported another way. After sorting through several spreadsheets, which he provided, and he thanks him, he reported to the General Manager this horrible accounting which was nothing more than inflating revenues. So during July and August, revenues from Golf missed the budget by over \$200,000. Revenues for non-residents fell through the floor and in July, 712 reservations were not filled so the course was booked but no dinero. Food and beverage did not do well with the smoke during September and this Board should expect revenues to miss the fiscal budget by around \$500,000. How much have expenses been reduced – he does not know, pay attention to this. Thank you very much.

Aaron Katz said that he has several matters to discuss. One, he is submitting 7 written statements that he asks be attached to the minutes of the Board meeting. Look at the agenda for this meeting. Look at all the important matters on it yet we only have 3 minutes for public comments. Chairman Callicrate, he thought when you became Chair that you were going to go back to our policy of 3 minutes after each General Business item where the Board was going to vote and he is very, very disappointed. Policy 3.1.0 does not propose that this needs to happen and it needs to make it mandatory and not discretionary. Your District Clerk committed an Open Meeting Law violation for the notice of this meeting. She was required to post a copy of the agenda on the District's website no later than 9 a.m. on Friday and she didn't do this and he called it to her attention. The reason he is talking about it now is he could very easily have filed an Open Meeting Law violation but he wants the Board to know that he is not going to do it. He is going to give the District a pass. He wants good relations with the Board and he wants to see action when our employees aren't doing their job. If he doesn't see the action, and behavior like this continues, he is not going to give a second pass. Now, Policy 3.1.0 has got some problems with it and he e-mailed the Board earlier. It is supposed to be the policy for the conduct of a Board meeting and yet it has contracts, claims, litigation, lobbying, which has nothing to do with the conduct of the Board meeting and it needs to be excised from this one and create a new one. Also, you need to have mandatory public comment before each General Business matter and finally, don't allow our GM to circumvent the Open Meeting Law requires just because he sets up a citizens' advisory committee as an alternative to the Board setting it up where you do have to adhere to the Open Meeting Law requirements; the requirements should be the same regardless. He heard from an Ordinance 7 Committee Member that there were many members who didn't have

a clue about the true facts of what has been going on here in the District regarding the beaches. This is another reason why you need to open it up so that members of the public that know can share with the committee otherwise it is waste. He is definitely against EXL Media contract and asked why Staff isn't doing it.

Judith Miller said that she wants thank the Trustees especially the ones on the Audit Committee as this has got to be a marathon meeting for you with the Audit Committee meeting and then the non-meeting and now this meeting so she is going to try and be brief. Wants thank you for getting the revisions to 3.1.0 on the agenda and especially about including both Board and GM Advisory Committees. She thinks the intent of notifying the public of the GM's meetings is that the public would have the opportunity to attend. She was a member of the Diamond Peak Steering Committee and our meetings were livestreamed as well as being open to the public and now that in person meetings, and she is sorry to say unfortunately Washoe County is back on the State's watch list so we may not be able to have those meetings in person for a whiles but anyway since they are still restricted, at a minimum, these meetings should be livestreamed and she would like to suggest that you obtain a further clarification so that everyone knows that by notifying the public that means the public is invited to see the meetings. Maybe not make public comment, she doesn't think we need that for everything but just put in some language something to the effect that meetings of the advisory committees that have one or more Trustees as members shall be livestreamed and when possible, open to the public. She would appreciate a change along those lines as she thinks it's very important when it is a very high level topic like the Ordinance 7 meetings are. We don't need to have every single manager's meeting livestreamed but when it is something of importance that a Trustee is there, it definitely should be available for the public to observe and thank you, have a good meeting and she appreciates all your hard work.

Margaret Martini said that she finds it interesting that most Ski Resorts are implementing a reservation system and are limiting advertising. Yet, at Diamond Peak we are not proposing a reservation system but are recommending \$100,000 advertising contract with EXL media. I consider the \$100,000 a waste of our public money and do not know what to make of no provisions for a reservation system that may prove to be necessary during these uncertain times. Although she strongly favors a new Burnt Cedar Pool, she would really like to see the Schematic Design first and a very sharp pencil on the actual estimated costs before this Board accepts a delivery method that could cost us more than \$5.6 million. This pool is important to our community. Shouldn't you take the necessary time and follow the correct procedure, including how we will fund it, before you determine the project's delivery method. Poor planning is an impediment to the best results. The District

really knows how to collect our Rec and Beach Fees and is extremely good at spending our money. But, when it comes time to commit the surplus money collected in our General Fund, Community Services and the Beaches -well, that Board decision keeps getting omitted from the agendas. Why? We learned more than 5 months ago that the District collected more of our Rec Fee than needed and did not provide the availability of services we paid for -yet on this agenda, Staff is only asking for a discussion on refunding the money. Is this really so difficult to figure out that we need to keep discussing this? As a citizen serving on the General Manager's Ordinance 7 Committee she believes in open and transparent government. What is said in a closed forum should be transparent to everyone in our community. She strongly urges the General Manager and the Board Chair to make these meetings available for the public to view on Zoom or livestream. As the discussions and information are important and relevant to all our property owners and residents -this is the right thing to do. And a word about the upcoming election for IVGID Trustees. She strongly urges members of Senior Staff to not use their public position to influence our voters on their individual choices for IVGID Trustees. This is both inappropriate and against the law. Misinformation is spreading like wildfire and is just as dangerous for the wellbeing of our community. Please stop it.

Yolanda Knaak said she is a candidate for the Board. Thank the Board for all their hard work, thank Trustee Schmitz for her work on Policy 3.1.0, agrees on the limit of the General Manager being at \$50,000 spending for budgeted items, did write a letter and she is not going to read it to you. One other idea, when we are no longer using the Burnt Cedar pool, and you go to drain it, can the water be treated so it won't harm the animals or the area around it.

Charley Miller said that he wanted to talk about the Director of Public Works who after 18 years at IVGID is resigning. He moved from Senior Engineer to Engineering Manager to Director of Public Works. He was responsible for the following projects for the District:

- Modernization of the District's utility rate setting, operations management, and asset management/replacement planning all with benchmarking to industry national standards utilizing AWWA methodology.
- Burnt Cedar Water Treatment Plant modernization for compliance with EPA's Long Term 2 Surface Water Treatment Rule.
- First phase of the Effluent Export Pipeline Replacement which included nearly 6-miles of pipeline replace, rehabilitation of the Spooner Pumping Station, rerouting of Mill Creek to improve emergency storage capacity, and the transition of Sand Harbor and Memorial Point from small packaged wastewater treatment plants into

raw sewer pumping stations all in cooperation with the Army Corps of Engineers who brought over \$20-million in federal funding.

-Numerous water system improvements with a focus on enhancing community fire flow and system capacity that included 15-miles of watermain replacement, water storage tank rehabilitations, and a water pump station reconstruction with over \$5-million in federal funding coming from the United States Forest Service.

-Completion of the Incline and Third Creek Restoration Projects in partnership with the USACE and Nevada Division of State Lands that brought in over \$8-million in federal and state funding.

-Modernization of the Diamond Peak Base Area via the Base Lodge Renovation and the construction of the Skier Services Building

This District is losing an outstanding employee and one he was proud to work with.

Raymond Tulloch said he wanted to comment on two items on the agenda; EXL Media spend, he finds it really strange that when every other resort in the country is looking at reservations and limited numbers that we should want to spend money on advertising Diamond Peak. He happens to work at two other resorts in the basin and he knows that we are limiting numbers severely basically to season pass holders and very little day ticket sales so why do we want to spend a \$100,000 on advertising is completely beyond him. He thinks what most other resorts are doing is looking at controlling costs and limiting numbers particularly given that we have such a high age profile in Incline for our season pass holders at Diamond Peak. It seems absurd in this health crisis to spend money trying to bring in more people. He strongly advises the Board to turn down this proposal. The second item is the proposed construction method for Burnt Cedar pool. It seems rushed by Staff to pre-determine to use the CMAR method. He does give Staff credit for once telling the truth that this will be a guaranteed maximum price. What we are not being told is that we are guaranteeing that we will pay the maximum price. He finds it unbelievable that a project that started at \$1.3 million is now at \$5.6 million and we are not going to even put this out to competitive bid rather we are going to assume that's the maximum price. We are told that Staff don't have the capability or the time to actually work on this project yet last time he looked at the project budget, there is almost a quarter of a million dollars attributed to construction management by Staff. That, in his estimation, is probably two full years for one engineer so he finds it rather strange that we complain that we don't have the time to do it but we are still attributing the cost of two engineer years to that. He strongly believes that once we do get a design, the Board should look very closely at bidding this project out and finding the most economical way of doing it. Just because at the moment we happen to have some reserves is no reason to overspend by probably 25% on the build. Please note that this is not a dig on building a pool, he supports building

the pool but he also supports building it in the most economical way possible. Thank you.

Michaela Tonking said she is a candidate for the IVGID Board. She wants to talk about General Business Item 4. During this discussion, she recommends that the Board look strongly at Option 1 as it is the most cost effective for the community and is appropriate during this trying time and with all that is going on; she thinks that is key. She also thinks that Option 3 is worthy but that she really suggests that the Board talks about Option 1 and making it the most cost effective given that we are giving back money to our community and that we will also have to spend money in order to process it. Thank you.

D. APPROVAL OF AGENDA (for possible action)

Chairman Callicrate asked for changes to the agenda. Trustee Morris said that he would propose that we remove General Business Item G.5. from the agenda as we have had no prior discussion nor authorized any member of the Board to start working on this so we are not yet in a position to discuss this and we should move it off to some other time as it is not the most pressing thing before us so he would like to remove that from the agenda. Chairman Callicrate said that we do need to discuss this, have some discussion, and then we can reagendaize this. This was brought up but it wasn't formally discussed among the Board members and he does agree that we do need to do that and he thinks there is an opportunity to do that this evening to at least get some basic discussions and concerns and then if the Board decides, we can reagendaize this item for a future meeting. Originally, there was some miscommunication about this being a Consent Calendar item which was never going to be. There is an opportunity here for us to have a discussion. Chairman Callicrate then turned to District General Counsel Joshua Nelson and said since one of the Trustees has asked for this to be removed from the agenda, is this something that we have to vote on or how do we move forward as he wants to make sure the Board is doing this correctly so that is why he is asking? District General Counsel Nelson said because of where we are in the agenda, one idea would be to have a motion, see if there is a second and if not, then the Board could consider an alternative motion of as proposed or as otherwise modified. Trustee Morris said thank you for that explanation and if we are to discuss this, then he is happy to make that motion, but that he would like to hear from his other colleagues and so he would propose that we move General Business Item G.5. to the end of the agenda to become the new General Business Item G.7. as he anticipates a relatively long conversation on that item. Chairman

Callicrate asked District General Counsel about needing a motion to change those two items; District General Counsel Nelson said if it is a consensus then you don't need a motion. Trustee Wong suggested that the Board move General Business Item G.5. to the bottom of the agenda. Trustee Schmitz said, from a logical perspective, Policy 3.1.0 should be discussed before the Trustee handbook because the language that was removed from the Trustee handbook has been included in Policy 3.1.0 so it should be handled with Policy 3.1.0 before the Trustee handbook. Trustee Morris said he can't have been moved because we haven't discussed Policy 3.1.0 yet. Chairman Callicrate said, so he is going to again ask our Attorney, based on the agenda that is put forward, what would your recommendation be in regard to if there is any movement in the agenda process as it has been suggested that General Business Item G.5 be moved to the very end and Trustee Schmitz said that it should come before General Business Item G.7. as he just wants to make sure that this doesn't get us into a situation where we are accused of misleading the public or violating the Open Meeting Law. District General Counsel Nelson said because there is not a consensus, he would recommend that the order be done by motion so there isn't any question or issue and once the motion is made, there could be discussion following that. Chairman Callicrate said ok. Trustee Wong suggested doing General Business Item G.6., followed by G.5. and then G.7. Chairman Callicrate said he was okay with that. Trustee Morris agreed with that idea as did Trustee Schmitz. Chairman Callicrate clarified that General Business Item G.5. will now become General Business Item G.6. and General Business Item G.6 will now become General Business Item G.5.

E. DISTRICT STAFF UPDATES (for possible action)

E.1. District General Manager Indra Winquest

District General Manager Winquest reviewed his submitted report with the following highlights:

- Change on General Manager's Ordinance 7 Committee: Karen Viel is off and Mary Danahey is on.

Chairman Callicrate thanked the Director of Public Works for his 18-years of service and wished him well in his new position.

Trustee Schmitz said that there are a couple of things that aren't on the long range calendar. We are behind schedule on the effluent pipeline and that

needs to be placed on as a very high priority to get it completed and back to the Board. The Utility performance asset management review needs to be on our long range calendar so we are holding ourselves accountable. Trustee Schmitz then said that one of the capital projects was the ladder replacement project and that she is just curious – has that project been started and will it be able to be concluded before the winter weather sets in. Engineering Manager Nathan Chorey said that yes, the ladder projects have begun and three are completed as of today with one remaining to be completed. District General Manager Winquest said that the intent, on the effluent pipeline, is to as soon as Staff finalizes the Request for Quotation and Staff posts it, he will then know which Board meeting it will fall on and that Staff hopes to have both out by October 14 which is the goal and therefore it may be on the October 27 meeting agenda as both are very high priority projects. Trustee Schmitz said that the other thing she wanted to suggest, and that she knows that the District General Manager has been attempting to meet with the United States Forest Service (USFS), is that she knows that the USFS has been actively working near Incline Lake and with them up there working, has Staff been able to discuss the other parcel with them? District General Manager Winquest said he has made multiple attempts to reach out and that the last time he did so they responded that due to COVID and the other things they are dealing with, they are behind and have higher priorities. We are working with one of their planners and we will continue to press them. Further, he will reach out to Marcus Faust to have him give us an update and get a status report. Staff continues to work on parallel paths. Trustee Schmitz said that she wanted to recognize the work you have put in with the Incline Village/Crystal Bay Visitors Center and that she appreciates the time taken on getting the letter included in the packet. Referencing agenda packet page 12, the third page of the letter, Mr. Chapman highlights how they are listing our venues and how they are advertising Diamond Peak. He was also kind enough to educate us that the RSCVA is also advertising and that she is very pleased and appreciates your efforts on getting to the bottom of this matter. District General Manager Winquest said that Mr. Chapman is happy to speak with any Board member. Trustee Morris said sometimes it is okay to duplicate what has been said and that he too wanted to thank and congratulate the Director of Public Works, who is a very significant asset, and wish him well. Trustee Wong said that she too wanted to thank the Director of Public Works for his years' of service and then shared a story about when she first started as a Trustee and that she has learned a lot and that she appreciates all of his time to help her learn.

E.1.a. Review of the long range calendar

District General Manager Winqest went over the long range calendar. Trustee Dent asked if we were going to be ready on October 14 or October 27 for contract approval on the effluent pipeline. District General Manager Winqest said that November 18 is a goal with the December meeting being the latest and that Staff wants to move as fast as we can. Trustee Dent said that the team will be choosing our top few and then meeting with them. District General Manager Winqest said Staff hopes for several submittals and then taking the top two or three and setting up interviews and then bringing that result back to the Board. Trustee Dent asked that it be added to the long range calendar on November 18 as a placeholder. Trustee Schmitz said that public correspondence has fallen off the list again and to please get it on the list. Also, where is the RFQ for legal services? Additionally, and it is something that she has been talking to the Director of Finance about, is Practice 2.11 and the quarterly review of our investment portfolio – we need to make sure that gets added. District General Manager Winqest said he will make sure that he works with the Director of Finance to get that added. On the legal services, the Board of Trustees gave Staff the direction to bring back a scope of work and proposal from Best, Best & Krieger (BBK) and then, at some point later on, possibly going out for an RFP for a longer time frame. He is meeting with BBK on Friday and then will be working with Chairman Callicrate. Chairman Callicrate confirmed this plan and said that the proposal from BBK will generate some conversation. District General Manager Winqest said that Staff is awaiting the proposal and that it could come back to the Board as early as October 14. District General Counsel Nelson said that he and the District General Manager are meeting on Friday to review the proposal so it will be on an agenda in October.

E.2. General Manager Diamond Peak Ski Resort Mike Bandelin

E.2.a. Diamond Peak Tentative Operational Plan (PowerPoint Presentation)

General Manager Diamond Peak Ski Resort Mike Bandelin went over his submitted Powerpoint presentation. Chairman Callicrate said that this was a great presentation and that he knows that there were some public comments about taking reservations and not to micromanage, he knows that Staff is well aware of what to do and what not to do and that if there should be a spike, and not knowing about the weather,

there are a lot of variables and that he appreciates all of Staff's hard work and dedication. We all know that it is going to be different this year and that we will have to do implement some limitations and that his question is how do we let the community know and will we be selling daily lift tickets. General Manager Diamond Peak Ski Resort Bandelin said that all of our communications will focus on purchasing all our products online. Chairman Callicrate said so in working with EXL Media, Staff will make it a seamless situation and that he hopes that everyone is thinking along the lines of limiting the sales of tickets. Trustee Morris said thank you for the presentation and the work and that he understands that this is a day-by-day situation. He is thinking about the days when the ski area is full and when Staff might have to say "no, you can't get on the mountain" thus communication is really key. On those days when you know or expect that situation and so that locals and season pass holders can get onto the mountain, you would have to stop selling daily lift tickets so what is that communication? General Manager Diamond Peak Ski Resort Bandelin said that he can tell you which days are the big days and that it also depends on the snow conditions. Then there are a handful of days which he has tracked over the years. When he says "at capacity" that means that guests must park offsite. If we can get really good and consistent customers reserving online, Staff will be able to tell and know what our volume will be ahead of time and our systems will be able to help us. Trustee Morris asked, regarding sitting capacity, if we can seat as many people as possible outside. General Manager Diamond Peak Ski Resort Bandelin said that the deck at the main lodge can have physical distancing and Snowflake already has outside seating. Trustee Wong said that she has a question about the transferrable pass and wanted more details on that pass as she looked at key rates and didn't see it so she would appreciate a lit bit of history on that particular pass. General Manager Diamond Peak Ski Resort Bandelin said that Diamond Peak has had that pass since he was in Mountain Operations and as General Manager, he doesn't know why it wasn't included in the key rates. The District sold 12 of those passes last season and they will be included in the next set of key rates. Chairman Callicrate said that the Board would appreciate having that information sent to them. Trustee Wong said that she thinks it would be good to have the data and she would appreciate Staff getting that to us. It is not a bad pas as several resorts have that pass and that it is an interesting way to market it as she sees it as an attraction for parents with young kids and that is what she thought

about it when she saw it. She also said that she saw the concern about the short term rentals (STRs) using this but quite honestly if anyone buys it for their STR, that would be something. We want people to spend their money and it is an interesting argument but that she doesn't know how much water it holds so therefore it would good for us to have more data and for it to be in the key rates. Trustee Schmitz said that she would appreciate the information also and for it to include how many have been sold and how much it was used because if the use superseded the value then we need to look at the finances. We need to know what the number of times it was used to understand the profit margins. For a lot of residents here, they purchase lockers, so what is going to be the limitations and restrictions on capacity? As well, she is assuming that we are not going to allow the ditching of bags so how have those rules changed and been communicated? General Manager Diamond Peak Ski Resort Bandelin said regarding lockers that his Staff doesn't think it is a good idea to allow them but he has made the decision to do so. He is continuing to vet the idea/process and he will feel more comfortable with it when we can open the breezeway. We are going to ask for everyone's help to maintain social distancing. He does know, from experience, that there are about 73 days, which are weekdays outside of the holidays, where we only have about 300 to 400 skier visits and that is when the season pass holders come and that with the commitment, from the community, we could open those lockers but we are still vetting it out. We haven't talked about the employees and their lockers or stuff that is left out. Trustee Schmitz said so ditching bags in the lodge won't be allowed any longer, right? General Manager Diamond Peak Ski Resort Bandelin answered that there is another larger plan that isn't ready yet. He thinks that when you see the lodge and the way that Staff will set it up, it will look really sparse and that there will be a lot of Staff presence. The lodge is one of the more difficult areas so Staff will be there to help to control capacity and that the Board can rest assured that there won't be any room for lounging or stashing. Trustee Schmitz said that she wants to make sure that the public is informed because it is a real game changer on how we stash our equipment. General Manager Diamond Peak Ski Resort Bandelin said that Staff wants to communicate all the changes as well as anything that comes up. Our goals are to be upfront, be safe, have safe recreation and a safe environment just as every other ski resort is doing. Marketing Manager Paul Raymore said that he does have the data on sales and usage on the transferable pass. Chairman Callicrate asked that this

information be sent to the Board. Trustee Dent said that the transferable pass is of interest and that he didn't know anything about it. For the bigger picture, having a District rate policy is necessary and that this is just another example of that and that he looks forward to seeing it.

E.3. District General Counsel Josh Nelson

E.3.a. Possibly review and discuss Office of Attorney General (OAG) File No. 13897-278 Findings of Fact and Conclusions of Law – Open Meeting Law Complaint filed by Mr. Frank Wright – *Finding by OAG of no violation* – AND – Possibly review and discuss Office of Attorney General (OAG) File No. 13897-330 Findings of Fact and Conclusions of Law – Open Meeting Law Complaint filed by Mr. Aaron L. Katz – *Finding by OAG of no violation*

District General Counsel Nelson said that this was put onto the agenda in the interest of transparency, that the detailed finding is included and that the Attorney General found no violation of the Open Meeting Law. Both of these complaints were related to public comment and that he included it so the public was aware. Trustee Schmitz said, referencing agenda packet page 49, last paragraph, the Attorney General made some recommendations about canvassing and that is something that we should take under advisement so we should heed their recommendation. District General Counsel Nelson said he can follow up on that and noted that the District's agendas no longer include the advisory statement and that he can bring forward a policy for the Board's consideration.

At 7:36 p.m., Chairman Callicrate called for a break; the Board reconvened at 7:46 p.m.

F. REPORTS TO THE IVGID BOARD OF TRUSTEES*

F.1. Board Treasurer Sara Schmitz

Board Treasurer Schmitz said that she wanted to let the community know that the weekly bill pay has been brought current and that she is still waiting to be provided the August procurement card report. The Director of Finance

and his team did share with her the new proposed monthly financials and that July's monthly financial report is not yet posted as the Accounting Team has been very focused on the auditor work. Right now, in Policy 3.1.0, the Director of Finance has been working very collaboratively and that there is an example of a report that would be the beginning of a Treasurer's report so we can discuss that report then.

F.2. Audit Committee Chairman Matthew Dent

Audit Committee Chairman Dent said that there was an Audit Committee meeting today and we reviewed where we are with the current audit and the other item that was discussed was setting up a scope for an external auditor which we will be bringing back at the October 27 Audit Committee meeting.

G. GENERAL BUSINESS (for possible action)

G.1. Review, discuss, and provide feedback on a project delivery method [Design/Bid/Build (DBB), Construction Manager as Agent (CMA), and Construction Manager-at-Risk (CMAR)] for the Burnt Cedar Swimming Pool Improvement Project – Fund: Beaches; Project 3970BD2601 (Requesting Staff Member: Engineering Manager Nathan Chorey)

Engineering Manager Chorey gave an overview of the submitted materials. Chairman Callicrate said that it was mentioned, during public comments, that there was an item for Staff time and that the concern that was raised was that included was the cost of two years of engineering activity; can you address that please? Engineering Manager Chorey said that the current five-year capital plan does include in excess of \$200,000 for construction management which covers both design consultants and Staff time. As a standard, we use 10% of the cost to cover responses to RFI's, etc. Chairman Callicrate said that the concern that he has, with going with CMAR, is that one, he thinks it makes sense with our Director of Public Works departure and there being some potential staffing issues with having enough people and that he is in support of CMAR but is this an overlap that would be better addressed in the CMAR agreement or should this be broken out as he doesn't understand it. Engineering Manager Chorey said that typically it is a budget for the design person who reviews samples, etc. and having that professional review is part of the process. Chairman Callicrate said for the \$230,000 that Mr. Tulloch referenced in his public comment that he wanted to address that as it seems like a good chunk of money when we are hiring

a CMAR to do the whole process. Engineering Manager Chorey said this is separate. Chairman Callicrate said so IVGID brings on a design professional and will have Staff time? Engineering Manager Chorey said that the budget will be revised once a determination to go CMAR is confirmed. Chairman Callicrate said he thought it was a valid concern and that he is comfortable with hearing Staff's explanation. District General Manager Winquest said that there is a fair amount of the District's engineering time and that he wanted to delineate what those funds would be used towards going forward if we agreed to the CMAR process. Chairman Callicrate said it is for collaborating and that the District will be hiring a design process. Engineering Manager Chorey said that is correct and that this part is similar to DBB. Engineering Manager Chorey then stated Staff's recommendation and that he would like to move forward with CMAR on this project. Chairman Callicrate said that the Board is not choosing today rather just providing feedback. District General Counsel Nelson said that the Board can move forward with Staff's recommendation and/or then move forward with whatever. Chairman Callicrate said he wants to make sure that everyone understands so he wants to open this item up to his colleagues. Trustee Dent said that he is really excited to see this project moving forward as it is the right step and that this Board budgeted the Recreation Fee to do this project and that he is excited to have a new pool. He stands by his previous comments that this is a simple project and that the last numbers that came to us are very, very high. He disagrees with the delivery method but is excited that this project is moving forward. It can be done faster, better, and cheaper with DBB and that is how he has been groomed during the last 15 years in the construction industry. He feels that the District would have a better project if we go out and bid it because the construction environment is super competitive. He does appreciate Staff's recommendation but he is against the delivery method for managing and delivering the project. Trustee Morris asked if the departure of the Director of Public Works will affect any of this and does that impact any of the things we are currently doing? Engineering Manager Chorey said yes, it will definitely impact Engineering and that water and sewer are the number one items and that he is being asked to cover a few of his duties. The Director of Public Works wasn't terribly involved however having himself being pulled in different direction will affect this project. Trustee Schmitz said that she is concerned with what Trustee Dent said and that getting a guaranteed price is paying someone else to get a good price. She does understand the situation with Engineering and potentially not having the bandwidth and that she does understand that there is something that is in the middle which is the CMA approach as it does give Staff the necessary support and assistance through the process but

does not tie us to a guaranteed price. It also allows us to have competitive bids and that we do need to do this project but we need to do so in a cost effective manner therefore CMAR is not the best approach. Engineering Manager Chorey said that a guaranteed maximum price is a negotiated price based on construction documents. Errors and omissions is when the owner is liable for errors and omissions. He doesn't believe that we are paying a significant price rather that we are negotiating based on the construction documents. These fees are not more than a general contractor would mark up from their subcontractor. Trustee Schmitz said that the Board was just asked to give their perspective and it is our duty, as Trustees and employees of the District, to do our best to bring in projects as cost effective as possible. Engineering Manager Chorey said that he understands and the DBB is how we do 99% of our projects. Trustee Schmitz said that one of the issues with that is the capacity of Staff. DBB requires more Staff time and more Staff oversight and if that is the case then move to CMA which has some of the benefits and helps with dealing with the Staff issue. Engineering Manager Chorey said it helps but that CMA requires the Owner to hold the 20 something contracts. Staff is open to going to DBB but advises against CMA. Trustee Wong said that she is comfortable with the CMAR approach and that the Diamond Peak culvert was a great example of how it can work. We trusted our Staff and there is no reason to believe that this would be any different. They have given us plenty of examples on CMAR and she is comfortable with the CMAR route. Chairman Callicrate said, under the current circumstances, and with the Director of Public Works' departure, he feels comfortable as it is all competitive bidding and that we can get the costs down from what the latest projection was as we move further along with CMAR. It looks like it is a 3 to 2 situation and while the Board is not voting, we are just giving direction and that direction is to go with CMAR. District General Manager Winquest said it was a great discussion and noted that CMAR is an emerging type of process and that he has taken the last several weeks to observe that Washoe County is using it as is the Washoe County School District. There is no wrong answer here and it would be either DBB or CMAR and that CMAR is Staff's recommendation based on the situation right now. He wants the Board to know that Staff does appreciate the discussion and understands that we are not on the same page. Staff appreciates Trustees Dent and Schmitz' comments and that he leans towards the CMAR process with there being no wrong answer here. Chairman Callicrate said that Staff has the feedback that it needed and if we can get that number to a more manageable one then the community will feel more comfortable. Engineering Manager Chorey said thank you and that

Staff does have a meeting with the community group tomorrow to move forward with the schematic design.

G.2. Review, discuss and possibly approve an item for the 2020/21 Fiscal Year allowing the District to enter into an agreement for media buying services for 2020/21; Venue: Diamond Peak; Vendor: EXL Media; Contract Amount: Not-To-Exceed a total of \$100,000 (*consisting of not-to-exceed \$75,000 in paid media spending and not-to-exceed \$25,000 in agency fees*) (Requesting Staff Members: Diamond Peak General Manager Mike Bandelin & Marketing Manager Paul Raymore)

Marketing Manager Raymore gave an overview of the submitted materials. Chairman Callicrate thanked Staff for putting this together and noted that a concern did come up about the \$25,000 fee and about it being not-to-exceed. The ski industry is a volatile industry and we don't know what this winter is going to bring. We do need to allocate some kind of funding for Ski since things are changing. While \$100,000 is a considerable amount of money, he does have confidence that Staff will manage the dollars wisely. This agreement does talk about outdoors and because he thought we weren't doing any billboards, he wanted to ask if he misunderstood? Marketing Manager Raymore said that the potential channels are examples of ones we might use. We did make a commitment to an outdoor billboard back in the spring that was for the golf season and pre-COVID pandemic, and that we were able to get out of that contract for one billboard and then roll it forward for ski season and we will fulfill that obligation so there will be likely one billboard which is a digital board that allows us to update it and give out good information; it is the best outcome we could have hoped for. Trustee Schmitz said it sounds like the contract needs to be revised because in the contract that outdoor component is non-cancellable and we shouldn't be signing a new contract that has that in it. The scope of work doesn't have what they are delivering and seems extremely open ended and we clearly don't want #8 and nowhere does it say what EXL Media's deliverables are. She understands the messaging and the information that will be housed on the District's website. It does seem like the District's website is going to be mission critical and where people are going to go to for that information. We have RSCVA funds that are promoting Diamond Peak and we have the Visitors Bureau that is promoting Diamond Peak. The contract is not very accurate as it talks about outdoor production and there is no formal change order process. On the statement of work, and in reviewing this contract with our Legal Counsel, there are additional changes that need to be made. She

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would like to see us get the agency fee down to something below 33% and more like \$11,250 and that she was really hoping that Staff can bring this back with the scope of work tidied up a little bit and maybe, at the same time, reduce the agency fee a bit more. Trustee Morris said thank you to Staff for their continued work and that it is very important to have the confidence in our Staff to make the right decisions at the right time. He is very happy to allocate an amount of money and ask that Staff manage it very carefully as they have done that for many years. He also knows that Staff will do all they can to not incur those fees so he is very comfortable with what is purposed here. Trustee Wong said that she still stands by the comments previously made and that she supports that action. Trustee Dent said he has nothing further to add. District General Manager Winqest said it was a good discussion and that Trustee Schmitz brings up very good points and that he agrees with Trustee Morris in that in talking to other resorts, they can't tell you how they are going to spend their money. Staff could go back to EXL Media and ask for specific deliverables that they think we need now and then they could change. He eliminated a full time position and if he had known all of this, he may not have made that decision. As to the question about why can't we do this in house – our Communications Coordinator doesn't have the bandwidth nor does he think that our smaller Marketing Team has the bandwidth to place all the ads. Diamond Peak is extremely important to IVGID and the District. The messaging needs to ensure that our residents and guests can access the mountain and notification is very important. He is not a huge proponent of billboard advertising and he does agree with Trustee Schmitz as we need to fulfill that obligation and that he won't authorize any more billboard advertising. Trustee Schmitz said then the scope of work should be modified. She does understand the importance of Diamond Peak but that she is really concerned with scopes of work not being clean as one of our duties to that we produce clear and comprehensive statements of work. She can't support language that isn't correct and doesn't enforce change order processes. We need to make sure our scopes of work and that a reference to change orders is included so that we do have internal controls in place. Her issue is that we have a statement of work that needs to be cleaned up and that we shouldn't be signing statements of work that don't accurately define our intentions. District General Manager Winqest said that the Board could approve this with required revisions and that he would further suggest that Trustee Schmitz could work with our Marketing Manager and District General Counsel. Chairman Callicrate said that he is going to ask District General Counsel, as they are important, but as far as overall, they are changes that could be made and then move forward so can we accept this with the necessary changes and would everyone feel

comfortable moving forward with that? All of us have brought this up and so if we can drill down to get scopes of work that are as good as we can get them that would be helpful. District General Counsel is now on full time so he can bet the documents to ensure that they are meeting the intent of the District. District General Counsel Nelson said that if there is a motion, it should include approved as to form by District General Counsel. District General Manager Winquest asked if all of the Board's concerns have been given to District General Counsel? Trustee Schmitz said when she talked about the change order process, there is more than what she and District General Counsel went through and that she is happy to assist but that she truly believes that the Board shouldn't be approving things that aren't clean and that the Board can't see. District General Counsel Nelson concurred that he and Trustee Schmitz talked through some of the concerns but didn't go line by line.

Trustee Morris made a motion to authorize Staff to enter into an agreement with EXL Media for 2020/21 Fiscal Year media buying services for Diamond Peak Ski Resort for a not-to-exceed total of \$100,000 (*consisting of not-to-exceed \$75,000 in paid media spending and not-to-exceed \$25,000 in agency fees*) subject to the approval as provided by Counsel. Trustee Wong seconded the motion. Chairman Callicrate asked for further comment, hearing none, called the question – Trustee Schmitz voted opposed and Trustees Callicrate, Wong, Morris and Dent voted in favor; the motion passed.

Trustee Schmitz said that she agrees with Trustee Morris that she doesn't think that a single Trustee should be working offline and that the Board should be seeing the exact contract that is approved; Chairman Callicrate said that is duly noted.

G.3. Review, discuss, and possibly approve the District General Manager Goals for Fiscal Year 2020/2021 and set a date for the District General Manager's Performance Evaluation (Requesting Trustee: Chairman Tim Callicrate)

Chairman Callicrate gave an overview of the submitted material. District General Manager Winquest said that he is good with these goals and that he looks at them as collaborative goals and that he is fully committed to knocking these out because some of these are in motion. Trustee Schmitz said that she went back and pulled up the list from June 30, 2020 and that everything is here except one thing needs a little tweaking and that is

accurate and transparent reports. She just has a couple of things and that she would like to add a bullet point that adds accurate and transparent financial reports and then improve that. Chairman Callicrate asked if the Board wanted to set a date? District General Manager Winqest said that there has always been an added buffer and that he is comfortable as long as it is done by the end of September. Chairman Callicrate said we can shoot for September 1 or the first meeting of September and that we can revisit that as we get a little closer and that he trusts that Staff will be on this.

Trustee Morris made a motion to accept the General Manager's proposed goals for Fiscal Year 2020-2021 as included in this September 30, 2020 Board packet with the addition of one bullet point to improve financial reporting. Trustee Wong seconded the motion. Chairman Callicrate asked for further comment, hearing none, called the question and the motion was unanimously passed.

G.4. Potential Rebate to all Recreation and/or Beach Fee Rate Payers for Fiscal Year ending 2019/2020 due to COVID-19 impacts on IVGID Recreational Venues – Discussion of possible processes to issue the rebate (Requesting Staff Member: District General Manager Indra Winqest)

District General Manager Winqest gave an overview of the submitted materials. Trustee Dent said that the first bullet point delivers what the Board is going for so he is saying yes to it. Chairman Callicrate said that he tends to agree with Trustee Dent. Trustee Morris said that he too tends to agree and asked that Staff please check to see that there is no gotcha in any of these options. District General Manager Winqest said that if we did a straight refund that we could be refunding something to someone who didn't pay it and that if it is the Board's desire to head that way, then he would get Staff working on that relatively quickly. Director of Finance Navazio said that he thinks that these are pretty good estimates and that if the Board is leaning in the direction of bullet 1, we can get additional information and how we address properties that have changed and that is in the details and not in the policy call of the Board of Trustees. Trustee Schmitz said that it seems pretty straight forward but that it is never simple and easy as she doesn't think that these cost estimates include Staff time. It all sounds all really easy but the devil is in the details and that it can be more challenging than proposed so those are her words of caution. District General Manager Winqest said that what he would do to lighten this effort is to create a way to track the changes as they come in rather than waiting until April or May.

Director of Finance Navazio said that he wanted to highlight that there is a reason we included two sub bullets – just charge a net amount and exploring a separate line item. If the Board stuck with \$830 [for the Recreation and Beach Facility Fees] and reduced them to \$730 that could mean doubling the cost that Washoe County charges the District because it is adding another line to the property tax bill so that the people see it as a credit and that this is about transparency and optics and it is up to the Board of Trustees when we get there. Also, what amount is decided, that's the amount and the Board may want to highlight it as a rebate. Chairman Callicrate said he has no issue with that and to please look at the internal and external costs. We need to be diligent in managing the costs and that the Board is all in agreement with the first one on this list so Staff please move forward with that and bring it back to the Board and let us know more detail.

G.5. Review, discuss and provide guidance to Staff on possibly adopting a Code of Conduct for the Board of Trustees and any Board Advisory Committees (Requesting Trustee: Chairman Tim Callicrate) *(was General Business Item G.6.)*

Chairman Callicrate gave an overview of the submitted materials. Trustee Dent asked if we could get a boilerplate of what we might use as he sees this as different. District General Counsel Nelson said that he can prepare something for the Board to consider as a straw proposal. Chairman Callicrate said that works for him. Trustee Schmitz said that she looked at Washoe County's code of conduct and that she shared that with the District General Manager and the District General Counsel before. Chairman Callicrate asked District General Counsel to put something together and bring it back to us to adopt or modify.

At 9:06 p.m. Chairman Callicrate called for a break; the Board reconvened at 9:16 p.m.

G.6. Discuss, potentially revise, and approve revisions to Board Policy 3.1.0 (Requesting Trustee: Trustee Sara Schmitz through Chairman Tim Callicrate) *(was General Business Item G.5.)*

Chairman Callicrate said that there has been some concern and consternation and that there was an opportunity for Trustee Schmitz to make some changes and that he looked back at the records and the Board did talk about addressing these on two separate occasions and that he would like

all of the Board members to keep open minds as this was done with the right intention and that it wasn't meant to be hostile rather it was the outcome from the Board of Trustee handbook and that he does know that there are questions and concerns. He would like to proceed by asking Trustee Schmitz to share her thoughts and that he knows that District General Counsel is aware of these questions and concerns as well. Trustee Schmitz gave an overview of the submitted materials. Chairman Callicrate said that Trustee Schmitz gave a great overview through the end of the document and that it is pretty straight forward. Trustee Schmitz said that she wanted people to understand why it was so redlined. There was a public comment about contracts and litigation being included and that is because those are issues that are supposed to be coming to the Board of Trustees. That is where the rest of this comes into place and that she wanted to explain why there was so much redlining as it was. Chairman Callicrate said that he and Trustee Schmitz worked on this item together. Trustee Wong said thank you for all your work and that she feels like we have jumped forward 4 steps when we should only be at step 1. What were the reasons that items were taken out and what were the reasons that item were put in because, as a group, we have not discussed them? What she would suggest is that we lay out a plan that states here is what Policy 3.1.0 is, as it exists today, and here are the revisions that would get us to what we are doing in practice today. That would call for a list of changes that we should consider and discuss, a laundry list, and that by already putting it into the redline that you have unilaterally decided and that by asking for approval of this policy today, she is feeling very disrespected as you have made all the changes without taking the time to talk to the rest of the Board of Trustees. Trustee Schmitz said that she has to stop Trustee Wong there as this item is to discuss and possibly approve the potential revisions and that what she was asked to do was to review this documentation so that the Board of Trustees could ask those questions and the discussion is highlighted in yellow and that everything that is not in yellow is how we are doing it now. There has been nothing done unilaterally and that this is an opportunity to have a discussion and that everything in yellow has been identified as such and is the only part that is not in today's practice. Trustee Wong said that in reading through this document that wasn't the feeling that she got. She feels that this process wasn't transparent and that she thought it was going to be suggestions to change and that is definitely not what this is. Trustee Schmitz said that she thought in doing her due diligence that in looking at the historical language, like the Advisory Committees, that it was removed so that is why it is highlighted and that the Board has the opportunity to review it. Everything else is reordering, then consolidating and have it in one place to maintain it.

Trustee Wong said it does make sense but again you have jumped forward 3 steps. Also, she is not positive that we should be making any changes until after the election and that she feels that way about the Trustee handbook. Trustee Schmitz said it is two different things and that is the practice now and then the changes. Anything that is not yellow is the practice now. Look at the first page, agenda packet page 281, and everything that is highlighted is in practice right now. Trustee Schmitz said that she is trying to address Trustee Wong's two requirements and that she is sorry if that is not clear. Trustee Morris thanked Trustee Wong for her comments as he is coming from the same place. He fears that Trustee Schmitz doesn't understand the process of being a Trustees as we act as a Board and not as one Trustee. We haven't previously discussed the needs, objectives and plan for addressing Policy 3.1.0. Generally, we do need to update our policies. We also need to determine how and who is going to do them and, as a Board, we need to discuss what we are trying to achieve, what is our priority, again as a Board, and this is what we have Staff supporting us and running the District because this is nothing that one Board member should take on. We discuss it and then give direction to the Staff who takes all of our ideas and who can talk to each of us so we don't have a problem with the Open Meeting Law. This document has disrespected him as a Board member and disrespected the process as a Board and how we do things. It is not just a rewrite but it is pulling forward historical documents which are not in Policy 3.1.0 that we are operating against today. This is a terrible way to do business as a Board and he agrees with Trustee Wong that we need to do Step 1. Chairman Callicrate said that he appreciates everyone's comments and that the intent of this, and he has been through this document as well, was not meant to be done in a disrespectful way and usurp our ability to act as a Board. Trustee Schmitz took it on, yellow text are the new items and red text is what we are doing and that she was just trying to streamline the process. Trustee Dent thanked Trustee Schmitz for doing this and for adding a few things to this which are about three or four items that are in yellow. He knows that this is a huge job and he appreciates you working with everyone. This is a discussion and it is in line with item H. and better than the item H. we had in there. He appreciates the undertaking of this task. The spending authority has been raised each Legislative session since 2015 and that \$100,000 for a small GID like ours it too much. For us to be fiduciaries of the District, we should be controlling and not delegating to the Legislature and managing that process. If the Board wants to raise or lower that spending authority that is fine as it is not dictated by the NRS. What are the issues with the changes? This is more in line of what he was expecting and that he would love to have a conversation about the content because he feels like

this is consistent with how we have done with our other policies. He would love to hear what content isn't appropriate and what was overlooked or what was missing and that he would love to see us come together on this like we have on other policy changes and that he would like to see a 4 to 1 or a 5 to 0 vote. He is looking forward to having that discussion. Trustee Wong said that it is not that she doesn't agree with the changes rather it seems presumptive that we would all be on board with the change to the General Manager's authority as it is a pretty big change from what we are doing. If the highlighted areas are to be discussed and changed then there was a big change to our practice and to what we have been doing that isn't highlighted so we need to go back to the original Policy 3.1.0 and then task our Staff with updating it to the current practice and then we can say what do we want to change. Trustee Schmitz said that is a really good point and that one of the things that she and the District General Manager have been talking about, as well as the Director of Finance; is that it would be a good idea to put it back to the pre-change from the NRS in 2019 and that she believes that, as of today, \$50,000 has been the General Manager's useful limit so that is a change and that the other change is the report from the General Manager which is another suggested change. The litigation one that was highlighted as well as being something that District General Counsel requested be changed as that was a detachment from the NRS levels that have been in the past. In 2019, when they were revised, there were many people who requested that GID's be removed and that the GID's weren't called out or singled out so this is just bringing it back to what it was prior to the Legislature making the change. Trustee Wong said that begs the question of what else should be highlighted because previously it was stated that it was only things that were highlighted in yellow and there are a few changes that are highlighted and some that are not so we don't have a transparent process. Trustee Schmitz said that she can highlight that statement and then the General Manager's report if that would address your concerns? Trustee Wong said that is missing the point; how is she supposed to trust this process now. Trustee Schmitz said, as a Board, we review documents and we identify where we have concerns or changes. Even if there are things that she has moved around, as a Trustee, she may want changes. She assumes that the Board would have read the document and let her know the changes and have that discussion so that everyone is comfortable. Trustee Morris asked what gives Trustee Schmitz the authority? Trustee Dent responded that any Trustee can propose an agenda item and propose a policy as there is nothing in our policies or NRS that says otherwise. He just thinks that anyone has that opportunity and can propose any changes to anything within the purview of the Board of

Trustees, bring it forward, and then have the discussion. Policy 7.1 and Practice 7.2 are both on the long range calendar and he hasn't heard anyone say no to that discussion. He feels like this process is the process that we typically follow and anyone can take the lead. He didn't take the lead a couple of years ago so he thanked Trustee Schmitz for doing that and he appreciates the effort so far. We may need to lay out rules on how to update policies and he is fine with that but that hasn't been the process in the past and it is not what he experienced so this was brought forward. Trustee Morris thanked Trustee Dent for his commentary and that he wasn't expecting Trustee Schmitz to do a strike out rather he really thought that Trustee Schmitz was going to bring forward ideas. Trustee Schmitz earlier in the meeting took great pains to point out that she didn't want to have non-clean scopes of work. This is not a clean policy and he is not aware of any Trustee that has brought forth a policy. When we have to change a policy it has been done by having the Board discussing what we want then the Staff refines it and it comes back to the Board. That's the process that he has seen and yes, any member can bring forward an item to be discussed and state here is what they want to do instead of this messy document, at best, as it is certainly a terrible process. We will discuss this policy however there are far more pressing priorities to be discussed but you shall do as you wish and you can do this. Trustee Dent asked when this was sent to Trustee Morris did you provide any feedback? Trustee Morris said that he expressed a concern about the possibility of an Open Meeting Law violation so he didn't contact Trustee Schmitz because he knew she was speaking to Trustees Callicrate and Dent and possibly Trustee Wong. District General Counsel Nelson said that we did make it clear that the comments shouldn't have gone to Trustee Schmitz as we do need to be careful about Trustees expressing concerns about talking to multiple Trustees. Trustee Schmitz said that there was an opportunity to comment and that it was invited on multiple occasions. District General Counsel Nelson said that it was sent out and asked for any feedback and that the feedback would be collated into the packet. Trustee Morris said he wasn't going to go to Trustee Schmitz and that he then got another one from District General Counsel to which he did respond to. There was no discussion about how that wouldn't go back to Trustee Schmitz, etc. and that this is not an appropriate way to conduct business. Chairman Callicrate asked what was the pleasure of the Board. Trustee Morris said he would like to remove it and do it properly. Trustee Schmitz asked what is that as she doesn't think that we will be getting any language other than what has been requested, that was solicited, and to be provided so as to be an effective Board and move forward. Trustee Morris said we are not being an effective Board as we haven't reviewed or discussed so how can we

possibly approve? Chairman Callicrate said that this Board is not going to go line by line and that we are reviewing and discussing and then if the Board wants to move forward, it can as a motion can be made and if it dies, so be it. We had all the comments and concerns go to District General Counsel or the General Manager so there was no serial meeting. We also had a very robust discussion. Trustee Dent said under item 2, under District Staff Update, it talks about the \$50,000 of budgeted expenditures; should it match the language that is on agenda packet page 5, 3.1.6.(f) so long as the funds were budgeted for a specific purpose. District General Counsel Nelson said yes, we can clean that up. Trustee Dent said that everything else seems pretty straight forward. Trustee Morris said that he knows that last year, 2019, when the Legislature changed the NRS to \$100,000, that as a Board, we had a discussion about that at the time and that the Board decided, as a Board, that we would upgrade to the NRS so we didn't have to keep coming back and that we agreed on that unanimously. Now there is a different opinion so he would like to understand why the view has changed on that topic? Trustee Dent said that the Board didn't make any changes since 2019 and that he doesn't see any issues with the language. We are a \$50 million District and what if it goes to \$500,000? He doesn't think we should be tied to these bigger municipalities because our dollars are so much less and he agrees with going back to what we were doing. The golf building became a Public Works project and thus there is authority to spend \$100,000 without Board authority and he likes the idea of reining this in. He also likes the idea of the Board having fiduciary oversight because we are the oversight and we should watch. Trustee Morris said he was just trying to understand. Trustee Dent said that the Board has not touched the policy since 2018 and he would like to see what we said because we had to change it because we lost the litigation. Trustee Morris said that the District didn't lose the litigation. Chairman Callicrate said we are not going down this road. Trustee Schmitz asked a question of District General Counsel, on page 2, paragraph starts off with public comment; District General Counsel Nelson said is your question about unless otherwise permitted by the Chairperson. Trustee Schmitz said yes. District General Counsel Nelson it is legal and there is no right to speak multiple times in a public comment session, you are entitled to one opportunity to speak. Trustee Schmitz said so that is acceptable the way that is written? District General Counsel Nelson said it is legal, yes. Trustee Schmitz said thank you and that she just wanted that verification.

Trustee Dent made a motion to approve the revisions to Policy 3.1.0 and also a change on page 2 as discussed with legal counsel. Trustee

Schmitz seconded the motion. Chairman Callicrate asked if there was further comment from the Board.

Trustee Morris said that if this motion as proposed passed, it will be doing a really bad disservice to the District because this document, as written, is no way ready/finished document. This is not a clean policy, it is not a clean document, there is language in here which is incorrect, ambiguous, haven't discussed it, and approving this would be a disaster and he can't believe that she would second a motion to approve something so badly that she has written when she condemns someone else when they made a little typo in a particular word. disastrous. If this goes ahead, it goes ahead, but he thinks that this is not the way to conduct business. If he is in a minority of one, he is in a minority of one but we are allowed to express opinions and allowed to have healthy debate. Trustee Schmitz said if there is incorrect language, she has asked multiple times to have it pointed out and that has not been done and she isn't getting specifics. District General Manager Winqest said that this is a Board policy and really not his place to get involved. But if he puts on his Board hat, and he has been on Boards and he has that experience except not with a municipality, he would recommend to avoid what we just went through in the future that if a member or members of the Board would like to change a Board policy, that they put on an agenda item for discussion so as to have that discussion with their colleagues and see if the Board would like to move forward. Do agree that any Board member can put on an agenda item at any point in time, it can be messy without the proper amount of communication. If Trustee Schmitz had done that, it might have been easier. His other advice, moving forward and because he knows we are going to be working on changing Board policies, is to make sure we fully vet out all unintended consequences that affect the efficiencies of the District, could affect Staff, could affect the Board of Trustees and that could affect the community. District General Manager Winqest then asked for some clarity on the report under \$50,000. Have had this discussion with Trustee Schmitz and thought we had made progress on this item. Basically telling him that anything that he authorized under \$50,000 and also reporting anything spent over \$10,000 and also actually spent. It doesn't say contracts but right now the way it is worded and with discussion with Trustee Schmitz it doesn't mean to report \$35 procurement card transaction. This is significant changes to Policy 3.1.0. District General Counsel Nelson said in just answering the question, it gets to the point made on page 2. District General Manager Winqest said he would love to have it cleaned up. Trustee Morris said because we have a motion on the floor and that gets voted on, we can't go back and look at this because there are a number of

different items that he would like to get changed but that we have been precluded from going line by line. Chairman Callicrate said that there is a motion on the floor that has been seconded so he is going to call the question.

Trustees Dent, Callicrate and Schmitz voted in favor of the motion and Trustees Wong and Morris voted opposed to the motion; the motion passed.

Trustee Morris asked to make a statement; Chairman Callicrate said go ahead. Trustee Morris said that he needs to restate it because he is just appalled that this has gotten railroaded through, it is an appalling document and it is written by someone who clearly doesn't know what they are doing. Chairman Callicrate said that was enough as you are attacking a fellow Board member and that is the end of the discussion and you have already made yourself very clear and we are not going down that road as you are not going to attack Trustee Schmitz and call her a fifth grader and this and that. Trustee Morris said he didn't and Chairman Callicrate said yes you did by stating it was a fifth grade quality product. Trustee Morris said that is incorrect. Chairman Callicrate said if you read through this document, as presented to us, and if you can overlook the redlining and put it into context and look at the revised item in the book, it is very legible, very clear. Trustee Morris said that the whole point is the redlining. Chairman Callicrate said we are done with this item and moving on.

G.7. Review, discuss and possibly approve the revisions made to the Board of Trustees Handbook (Requesting Trustee: Trustee Sara Schmitz)

Chairman Callicrate said he would like to defer this item to the next Board meeting, October 14, 2020.

H. APPROVAL OF MINUTES (for possible action)

H.1. Meeting Minutes of August 26, 2020

Chairman Callicrate asked for any changes, none were received, the minutes are approved as submitted.

I. BOARD OF TRUSTEES UPDATE (NO DISCUSSION OR ACTION) ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*

Trustee Dent thanked former Director of Public Works for his service at the District for over 18 years. Trustee Schmitz thanked the organizers of Conversation Café as they are hosting two Trustees at each meeting for the next three weeks and she thinks that is great thing that is being done on behalf of the constituents.

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

Yolanda Knaak said thank you Trustee Schmitz for doing all that hard work of revising that policy; Board is doing a great job.

Cliff Dobler said he knows that it is getting real late but getting back to EXL Media contract, he had the pleasure, so many of our proposals are for professional services and they are exempt from bidding and things like that so what happens is we are issuing PO's and contracts all the time without really where we are just attaching the proposals from the contractors. He thinks that Trustee Schmitz is 100% right because over the last, he doesn't know, month, he and District General Counsel have worked together on these contracts on the Burnt Cedar pool and he has to tell you as he looked through the Terracon contract, the American Leak contract, and the TSK contract, we are getting proposals but he thinks what we are lacking, at our end, is that we should have a checklist telling them what we require to be put in their contract so when they bring a proposal to us, we are not fighting through it and saying well we got to go back to them on this so he would like to work with District General Counsel. Trustee Schmitz is 100% right on EXL Media because his experience on this Burnt Cedar pool is we are not asking them what we need to see in their proposal so they can submit a proposal, and it is mostly over deliverables, is what are you giving us. He means we think we know what we want but then we have to tell them what we want so that they can say okay I will deliver it to you for 25% or 35% of the contract or whatever. That would cause a lot of problems because right now these contracts are really just open ended because we are never knowing what they are going to deliver to us. So anyways, he would be more than happy to work on it and Trustee Schmitz you did an excellent job of recognizing that over the last year and it really was shocking when he did this Burnt Cedar and he enjoyed working with District General Counsel too and even he said we ought to start getting in some templates and some new info in here because most of the things we are using are 20 to 30 years old. So we can improve in that area quite a bit. Anyways, you guys have a good evening, it was a

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long day for Trustees Dent and Schmitz as we started at 3 p.m. today so he appreciates all the efforts you guys are doing – thank you.

Frank Wright said that the new attorney here reported on an Open Meeting Law and you kind of missed a few things in the Open Meeting Law report and the fact that there was no violation. You skipped the fact that the Attorney General said if this behavior continues in the future, it will result in a violation and that's very important. Plus, the fact that Mr. Guinasso wrote the 20-page public comment advisory statement that was just ridiculous and discouraged public comment. And the biggest thing is that he filed this Open Meeting Law violation 2-1/2 years ago and he forget what it was and that wasn't brought out in the statements by the District General Counsel either. This was given to the District on July 20, 2020 and you are just reporting on it tonight? That is kind of weird too and he hopes, in the future, that you do a better job of getting this stuff out. The interaction between the Board, you have a Trustee who went out of their way to do a wonderful thing and two Trustees who went out of their way to attack her. Trustee Morris has never done anything for this District and Trustee Wong, the same thing. Trustee Morris, you have to change your ways – it is bizarre – you never made a comment, you just said you didn't like it.

Margaret Martini said that she would like to comment on the Board Chair's handling of the meeting tonight. You did an excellent job on what he had to work with and you were fair and unbiased in your comments and assertion of your authority - truly did a great job there. Also think that the two members that were insistent were downright rude and not only didn't they not present what they thought was wrong, but they went out of their way to make disparaging comments. Thank you Chairman Callicrate for your handling of the meeting and thank you Trustee Schmitz for your hard work, taking on a project, and doing a good job.

Aaron Katz said he wanted to talk a little bit about the CMAR decision. Thinks you are getting very deceptive information. The Engineering Manager pawns it off on what the contractor would mark up and it is not true. There is a range and he then took a \$4 million project and applied the range which came up to a \$580,000 to \$900,000 surcharge just for CMAR. Staff tells you that well if the project comes in at a lower cost, we can get a refund of the difference; NRS declares that the CMAR can keep the savings. What the Engineering Manager does admit is it is all subject to negotiation. Does anyone have any confidence in our Staff and negotiation? Predication right now is that we will find out that the cost will be \$580,000 to \$900,000 and that it will be locked in and he hopes that he is mistaken.

Ray Tulloch said that his comments are to Trustee Morris; you should be ashamed of yourself for making remarks, for talking down to Trustee Schmitz, and that the suggestion to write the handbook was totally ridiculous. With regards to Mr. Katz, he shares his views and he is quite confident that we will pay the maximum price.

K. ADJOURNMENT (for possible action)

The meeting was adjourned at 10:45 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2020 regular IVGID Board meeting – Agenda Items E(3)(a) and (b) – Open Meeting Law (“OML”) file nos. 13897-278 and 13897-330 – The office of the Attorney General (“OAG”) did *not* find that IVGID committed OML violations in either of these matters

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2020 regular IVGID Board meeting – Agenda Item C – Public Comment – Things your Recreation Facility Fee (“RFF”) pays for which have nothing to do with making public recreation facilities available for your use – here “defensible space” aka “fuels management”

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2020 regular IVGID Board meeting – Agenda Items G(5) – Proposed revisions to Policy 3.1.0

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2020 regular IVGID Board meeting – Agenda Item G(1) – Possible selection of a construction manager-at-risk (“CMAR”) project delivery method for the Burnt Cedar beach swimming pool capital improvement project (“CIP”)

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Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2020 regular IVGID Board meeting – Agenda Item G(2) – Possible entrance into a contract with EXL Media for 2020-21 Diamond Peak media buys

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2020 regular IVGID Board meeting – Agenda Item C – Public Comments – The tens of thousands of dollars of our Recreation (“RFF”) and Beach (“BFF”) facility fees which are needlessly spent on membership dues in all sorts of third party organizations – here the California Parks & Recreation Society

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2020 regular IVGID Board meeting – Agenda Item C – Public Comments – The tens of thousands of dollars of our Recreation (“RFF”) and Beach (“BFF”) facility fees which are needlessly spent on membership dues in all sorts of third party organizations – here the Northern California Golf Association

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 30, 2020 regular IVGID Board meeting – Agenda Item C – Public Comments – Things your Recreation Facility Fee (“RFF”) pays for which have nothing to do with making public recreation facilities available for your use – here the IVGID Quarterly Magazine

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEMS E(3)(a) and (b) – OPEN MEETING LAW (“OML”) FILE NOS. 13897-278 AND 13897-330 – THE OFFICE OF THE ATTORNEY GENERAL (“OAG”) DID NOT FIND THAT IVGID COMMITTED OML VIOLATIONS IN EITHER OF THESE MATTERS

Introduction: On or about April 9, 2018 Frank Wright, an outspoken member of our community, filed an Open Meeting Law (“OML”) complaint with the OAG against the IVGID Board¹. His complaint² was directed against the Board’s use of a written advisory statement for members of the public to fill out and sign as a precondition to submitting public comment at public meetings Mr. Wright alleged was improper because it discourages public comment³.

On or about June 14, 2019 I filed an OML complaint with the OAG against the IVGID Board⁴. My complaint⁵ was directed against the Board’s disparate treatment of written statements submitted to the Board for inclusion in the minutes of those meetings, by members of the public neither physically present at those meetings, nor requested to be attached to the minutes of those meetings⁶.

The OAG determined that there were no OML violations in either of these complaints⁷. And for this behavior, IVGID staff disingenuously proclaim **“Finding by OAG of no (Open Meeting Law) violation.”** These are the purposes of this written statement.

Why Have Staff Agendized Either of These Matters “for Possible Action?” Take a look at agenda items E(3)(a) [“possibly review and discuss (the) OAG’s...Findings of Fact and Conclusions of Law – OML Complaint filed by Mr. Frank Wright”], and E(3)(b) [“possibly review and discuss (the) OAG’s...Findings of Fact and Conclusions of Law – OML Complaint filed by Mr. Aaron Katz”]. Take a look at both of the OAG’s letters⁸. Do you see the words “findings of fact and conclusions of law”

¹ See pages 34-42 of the packet of materials prepared by staff in anticipation of this September 30, 2020 meeting [https://www.yourtahoepace.com/uploads/pdf-ivgid/0930_-_Regular_-_Searchable.pdf (“the 9/30/2020 Board packet”)].

² See agenda item E(3)(a).

³ See page 45 of the 9/30/2020 Board packet.

⁴ See pages 55-76 of the 9/30/2020 Board packet.

⁵ See agenda item E(3)(b).

⁶ See pages 78-79 of the 9/30/2020 Board packet.

⁷ See page 40 of the 9/30/2020 Board packet insofar as the Wright OML complaint is concerned, and page 78 of the 9/30/2020 Board packet insofar as the Katz OML complaint is concerned.

⁸ See pages 41-49 and 78-80 of the 9/30/2018 Board packet.

stated *anywhere?* *Bueller, Bueller, Bueller*⁹. The answer is “no” because neither letter represents findings nor conclusions. They’re both simply “letters.”

Moreover, NRS 241.0395 does *not* mandate that letters like these be placed on an agenda and shared with the public. According to NRS 241.0395(1), *only* when the OAG “makes findings of fact and conclusions of law that a public body has taken action in violation of any provision of this chapter, (must) the public body...include an item on the next agenda posted for a meeting of the public body which acknowledges the findings of fact and conclusions of law.” Do you see the words “action in violation of any provision of” NRS 241 stated anywhere in either of the OAG’s letters? The answer is “no” because neither finds that the IVGID Board has violated NRS 241.

So why have staff gratuitously agendized both matters for this meeting? And why have they agendized either “for possible action?”¹⁰

Moreover, Why Have Staff Agendized Either Matter at All Given Mr. Guinasso Has Instructed “No Further Action is Needed...Required to be Taken?”¹¹

Why I Continue to Disagree With the OAG Insofar as Both Matters Are Concerned: Insofar as the Wright OML is concerned, his complaint was that those seeking to provide public comment to the IVGID Board, as a precondition to their comment, were compelled to sign an advisory statement which instructed that counsel has instructed “staff and the Board (to) not to respond to (public) comments” notwithstanding “the Board is allowed to discuss public comments so long as they stop short of deliberation.”¹² Although not technically an OML violations, *for the third time*¹³ the OAG recommended as an alternative

“That at the conclusion of the public comment period or after each individual public member’s comments, the Chairperson (should) ask... Board members whether they would like to address the comments made by the public...(given) the inclusion of...overly restrictive...statements in the public comment advisory statement...could result in a future finding of (an OML) violation.”¹⁴

⁹ See <https://www.youtube.com/watch?v=f4zyjLyBp64> from the movie “*Ferris Bueller’s Day Off*.”

¹⁰ And exactly what type of possible action?

¹¹ See pages 31 and 52 of the 9/30/2020 Board packet.

¹² See page 48 of the 9/30/2020 Board packet.

¹³ “This office has twice (before)...recommended...(and) again caution(s) the (IVGID) Board...” (see page 49 of the 9/30/2020 Board packet).

¹⁴ See pages 48-49 of the 9/30/2020 Board packet.

How many times does a public body need to be cautioned? Given three (3) times is too many, the time has come for the OAG to do something more.

Insofar as the Katz OML is concerned, his complaint was more cerebral. In OAG File No. 13897-263¹⁵ the OAG determined that written statements submitted on behalf of members of the public did not have to be included in the minutes of those meetings unless: the authors were physically present at those meetings, they were the ones who submitted their statements to the public body, and they expressly requested that their statements be included in the minutes of those meetings.

Here the evidence was that a series of written statements authored by members of the public not present at an IVGID Board meeting were included in the minutes of the meeting notwithstanding they were submitted by others who were present, and no express request was made either by the authors or submitters that the statements actually be included in the minutes of that meeting. And the reason for disparate treatment? The identity of the authors, and the nature of their statements' perceived content; a complete "no-no" insofar as the OML is concerned.

So why did the latter written statements get a pass? Because according to the OAG,

"While both decisions relate to the public meeting minutes statute, the issue presented here is with a public body's decision to *include* in its minutes the written statements of person who were not physically present at the meeting. (Although the public body's decision was the opposite in OAG File No. 13897-263,) this distinction matters (because) although Nevada law d(oes) not require the Board to include written statements of persons who d(o) not attend (its) meeting(s), its decision to nevertheless include the statements is not prohibited."¹⁶

Is this a credible distinction insofar as you the reader is concerned?

So do either of these outcomes sound like a "win" for the public?

Conclusion: Staff want to use every opportunity possible to marginalize critics such as Mssrs. Wright and Katz. So whenever there's anything complimentary to staff or the Board, they are quick to publicize it whether/not it is mandated. And whenever they can publicize it in bold, italicized print, *all the better!* Yet whenever there's anything detrimental to staff or the Board which warrants or mandates publicizing that detriment to the public, the agenda is worded in a misleading or deceitful manner, we hear explanations and excuses rather than placing blame squarely where it should be

¹⁵ Go to http://ag.nv.gov/uploadedFiles/agnv.gov/Content/About/Governmental_Affairs/AGO_File_13897-263.pdf.

¹⁶ See page 80 of the 9/30/2020 Board packet.

placed, and critics are attacked as being nothing more than a small group of dissidents; all intended to marginalize their message¹⁷.

As an example of what I am talking about, the reader is invited to look at the agenda for the Board's March 13, 2018 special meeting¹⁸. There item F(2) agendized the OAG's findings of fact which concluded the Board had committed fifteen (15) OML violations! Does the agenda¹⁹ inform the public that there were any actual violations of law? Does it use italicized and bold print to inform the public that there were in fact ***Open Meeting Law Violations***? The answers are "no" and "no." Yet here where there is no requirement that either of these matters be agendized, staff have informed the public that there were no violations of law, and they used italicized fonts and bold print to inform the public that there were in fact ***No Open Meeting Law Violations***? Do you think these omissions on March 13, 2018 were innocent unintentional²⁰?

As another example of what I am talking about, how can IVGID staff possibly claim victory in these two matters when in one the Board continues to ignore instructions by the OAG *for the third time no less*, and in the other there is no question that the Board has improperly treated written statements from the public in a disparate fashion based upon the identity of their authors and the perceived content of their statements?

Ladies and gentlemen, the deeper one digs the dirtier it gets. NEVER does one reach a core of truth nor goodness insofar as IVGID senior management are concerned. The entire system we know as IVGID is built upon lie after lie and deceit after deceit perpetrated by un-elected staff who are more committed to themselves, their public employee colleagues, and a select number of special interest groups, rather than the Board, the public and local property/dwelling unit owners (who involuntarily subsidize all of this) they were hired to serve. This is the IVGID "way." The IVGID "culture." The truth as to where your Rec Fee really goes. And another example of the reason why that fee will NEVER, NEVER be eliminated nor reduced.

Naysayers will argue that members of the public who make OML complaints, such as the two the subject of this written statement, are the problem. They assert that critics like me are interfering with our public employees' jobs. But did they ever stop to think that if staff's actions were truly open, transparent and lawful, there would be little need for anyone to be filing of OML complaints? And if

¹⁷ As should be demonstrable from the election, this "small group of dissidents" has now grown to nearly 2,300 residents!

¹⁸ See the agenda prepared by staff in anticipation of the Board's March 13, 2018 special meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Agenda_Special_3-13-2018.pdf ("the 3/13/2018 Board packet")].

¹⁹ That agenda is attached as Exhibit "A" to this written statement. I have placed an asterisk next to the description of this agenda item.

²⁰ If so, give me a call. I've got a couple of publicly owned bridges for sale.

there were little need, there would be little need to pay attorney Guinasso to defend them²¹. And did naysayers stop to think that if the Board did its job of supervising staff and ensuring that the NRS is being adhered to²², there would be no need for members of the public to do the Board's job? Thus the retort of naysayers is misplaced.

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

²¹ Attorney Guinasso will disingenuously retort that IVGID is not being charged anything to defend OML complaints against the district because that defense is included in his monthly retainer. However, that monthly retainer totals a minimum of \$12,000/monthly. And it only includes the defense of a single OML complaint. When as here more than a single OML complaint has been filed, Mr. Guinasso is entitled to augment his fees. Not only are these fees an outrageous sum for a general improvement district to be incurring, but if the defense of OML complaints were not included in the services provided for this retainer, that retainer would be considerably less.

²² Remember. Staff and their "fixer" attorney Guinasso have indoctrinated Board members into believing they have no powers other than making policy.

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENT – THINGS YOUR RECREATION FACILITY FEE (“RFF”) PAYS FOR WHICH HAVE NOTHING TO DO WITH MAKING PUBLIC RECREATION FACILITIES AVAILABLE FOR YOUR USE – HERE “DEFENSIBLE SPACE” AKA “FUELS¹ MANAGEMENT”

Introduction: After three (3) budget workshops and now six (6) revised reduced revenue scenarios, just as a prelude to the District’s 2020-21 budget, staff have proposed a final budget which is *again* budgeted to the constant of RFF/Beach Facility Fee (“BFF”) and central services subsidies² with essentially no reductions in initially proposed capital improvement project (“CIP”) expenditures³. As long as staff refuse to budget to a lower or no RFF/BFF, lower central services cost subsidies, and/or reduced CIPs, *it doesn’t matter what cost cutting measures are implemented*. Insofar as local property owners are concerned, their RFF/BFF remain the same. Since staff refuse to propose less aggressive CIPs, or central services or RFF/BFF reductions, there’s only one way to force them into meaningfully reduced overspending. And that is to *take away the subsidies*. Meaning, reduction/elimination of the RFF/BFF, and reduction/elimination of central services cost transfers.

Here I concentrate on one of staff’s many unnecessary/wasteful expenditures that could easily be eliminated and reduced in some RFF reduction – Defensible Space aka Fuels Management. And that’s the purpose of this written statement.

Defensible Space: According to the North Lake Tahoe Fire Protection District (“NLTFPD”), defensible space is a fancy term used to describe “the area between a (structure) and an oncoming wildfire where vegetation has been modified to reduce the wildfire threat.”⁴ Insofar as IVGID is concerned, the term is used to describe a thinning out of forest lands to protect persons and

¹ “The term ‘fuels’ is used in the fire service (business) as something that burns in the environment. (The term ‘management’ is used to describe how NLTFPD)...deal(s) with the problem of an overstocked forest with dense brush” (go to <https://www.nltfpd.org/fuels-managment-division>).

² In other words staff budget expenditures to anticipated, as a given, RFF/BFF and central services transfers in a pre-determined amount.

³ I say essentially *none* because out of \$3,792,040 initially proposed on Community Services Fund CIPs, staff finally proposed *a meager \$142,615 or 3.76%* reduction. But upon closer inspection there really was no reduction. \$113,985 of Mountain Golf cart acquisition costs have been reduced to \$0.00 [see page 33 of the packet of materials prepared by staff in anticipation of the Board’s May 19, 2020 meeting {https://www.yourtahoeplace.com/uploads/pdf-ivgid/Packet-Workshop_5-19-2020.pdf (“the 5/19/2020 Board packet”)}] because of a lease rather than purchase. And insofar as initially proposed Beach Fund CIPs are concerned, *no reductions whatsoever* were proposed!

⁴ Go to <https://www.nltfpd.org/defensible-space>.

structures on those lands from a catastrophic fire such as the 2007 Angora Fire which devastated South Lake Tahoe.

Defensible Space as IVGID Uses the Term is NOT Primarily Intended to Protect IVGID Facilities From Catastrophic Wildfire. Instead, it is Intended to Assist One of Our “Favored Collaborators”⁵ By Providing Funding to Protect All Incline Village/Crystal Bay Structures, Residents and Visitors From Catastrophic Wildfire: “The goal of the (defensible space) program is to create a ‘halo’ around the community (Incline Village) restricting the movement of wildfire in or out of the community. The substance of those efforts removes vegetation and other fuels as they accumulate.”⁶ In fact NLTFPD’s description of the program, the “NV Regional Fuel Reduction Project,” is as follows”

“This project...reduce(s) hazardous fuels on forested lands within the Wildland Urban Interface of Incline Village, NV and provide(s) fuel loading estimates to aid in planning for future fuels management projects. Hazardous fuels on at least 286 acres will be reduced using a combination of hand thinning, pile burning, and understory prescribed fire. We anticipate an additional 150 acres will be treated with understory prescribed fire in areas that were hand thinned previously. *The 436 acre project will serve to protect (all of) Incline Village, NV from catastrophic wildfire occurring in areas to the south and east of developed communities.*”⁷

Now listen to IVGID staff’s description of the project:

“The defensible space fees collected by IVGID...fund...fire fuels reduction work done on...the 1,000+ acres of land IVGID owns.”⁸

Does the NLTFPD’s description of the project sound like “IVGID(’s financial) contribution is focused (*solely*) on treatment of District owned parcels?”⁶ Does it sound like only IVGID owned facilities are benefited? Does it sound like the costs IVGID incurs to make: water available to its water customers; or, the public’s recreation facilities available to be used by those who are assessed the RFF? Of course *not!*

⁵ This is a term first coined by former IVGID GM Bill Horn. Simply put favored collaborators are favored takers of the public’s assets in our community, who take at local parcel owners’ expense.

⁶ See Note J, “*Capital Assets*,” at page 40 of the District’s 2019 Comprehensive Annual Financial Report [<https://www.yourtahoeplace.com/uploads/pdf-ivgid/2019-IVGID-CAFRReport.pdf> (“the 2019 CAFR”).

⁷ Go to <https://www.nltfpd.org/fuel-reduction-projects>.

⁸ Go to https://www.yourtahoeplace.com/uploads/pdf-public-works/PW_NEWS_Sep_2020_1.pdf.

Why I State This Financial Contribution is Intended to Assist One of IVGID’s “Favored Collaborators:” The money the NLTFPD relies upon to perform this defensible space comes from federal grants⁹. However, such grants typically require some type of local “match.” Yet instead of using revenues from local parcel owners’ *ad valorem* taxes as that “match,” the NLTFPD relies upon IVGID’s defensible space contributions¹⁰. In other words IVGID’s defensible space contributions assist the NLTFPD in “leveraging” its ability to secure federal grants which pay for it *to do its job*¹¹.

Regardless, IVGID Has No Power to Create Defensible Space: We’ve had this discussion before. General improvement districts (“GIDs”) exist to *only* exercise those expressly enumerated powers in their initiating [see NRS 318.055(4)(b)] or supplemental (see NRS 318.077) ordinances as long as they are “one or more of those (powers expressly) authorized in NRS 318.116, as supplemented by the sections of this chapter (NRS 318) designated therein,” *and none other* [see A.G.O. 63-61, p.102, p. 103 (August 12, 1963)]. And according to *Dillon’s Rule*, should there be “any fair, reasonable (or) substantial doubt concerning the existence (or lack of the existence) of power(, it) is (to be) resolved... *against* the (municipal) corporation...(and) all acts beyond the scope of...powers granted are void” [*Ronnow v. City of Las Vegas*, 57 Nev. 332, 343, 65 P.2d 133 (1937)].

Take a look at NRS 318.116. Do you see anywhere that a local GID can be authorized to “eliminate fire hazards...within the district” by “clear(ing)...private lands of dry grass, stubble, bushes, rubbish and other inflammable material which in its judgment constitute a fire hazard?” Actually, I do! NRS 318.116(17) allows GIDs to “furnish...facilities for protection from fire, as provided in NRS 318.1181.” And NRS 318.1181(2) allows GID Boards to “eliminate fire hazards existing within the district,” and NRS 318.1181(3) allows GID Boards to “clear...private lands of dry grass, stubble, bushes,

⁹ “SNPLMA Round 15 is a contributing funding source. This project compliments fuels reduction work previous completed by NLTFPD, the USFS, and the Nevada Division of State Lands. A strong working relationship with the Incline Village General Improvement District (IVGID’s financial contribution to ‘defensible space’)...allow(s the) NLTFPD to...utiliz(e) prescribed fire to treat hazardous fuels (as a)...compliment...(to) defensible space on private property” (go to <https://www.nltfpd.org/fuel-reduction-projects>).

¹⁰ Staff represent that IVGID’s \$200,000 annual contribution to NLTFPD towards defensible space results in “approximately \$450,000 to \$500,000” of expenditures⁸.

¹¹ The NLTFPD maintains a “fuels management division.” “Since the mid-1990s, NLTFPD’s Fuels Management Division has been implementing fuels reduction programs that not only contribute to the reduction of wildfire risk in our community but also improve forest health. To date (it has)... treated over 3000 acres in the Incline Village/Crystal Bay area by different methods...Manual fuel treatments consist of both brush and tree removal by hand to meet the above objectives. Where feasible, mechanical thinning involving heavy equipment is used to reduce cost and increase efficiency. Prescribed burning is an additional step to manual treatment. In some areas (the NLTFPD) burn(s)...ground fuels after manual treatment has taken place. The burning not only reduces wildfire risk but promotes forest regeneration” (go to <https://www.nltfpd.org/fuels-managment-division>).

rubbish and other inflammable material which in its judgment constitute a fire hazard.” But this is only for GIDs “created wholly or in part for the purpose of furnishing fire protection.”¹² Has the Washoe County Board of Commissioners ever granted IVGID these powers either in its initiating or supplemental ordinance(s)? The answer is *NO*. Therefore simply put, IVGID has no power to protect local residents, visitors and privately owned parcels from possible catastrophic wildfire.

True, NRS 318.210 states that a GID “board shall have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted in this chapter...to carry out the purposes and intent of this chapter” (NRS 318). Is paying for defensible space to protect the residents, visitors and privately owned structures a “necessary” activity for a limited purpose governmental subdivision of the State of Nevada¹³ like IVGID? Of course *not*!

Is creating a “halo” in the forest surrounding Incline Village to restrict the movement of wildfire in or out of the community incidental to or to be implied from the express basic powers of NRS 318.116 which actually have been granted to IVGID by the Washoe County Board¹⁴? Of course *not*!

Notwithstanding, IVGID Pays the NLTFPD \$200,000 Annually For Defensible Space Services, \$100,000 of it is Assigned to Rates Water Users Pay, and \$100,000 of it is Assigned to the Community Services (Recreation) Fund: The 2019 CARF describes how \$200,000 annually is spent on defensible space, split equally from the District’s Utility¹⁵ and Community Services¹⁶ Funds. In other words, defensible space is paid from the water rates (\$1.05/month) each IVGID water customer pays¹⁷, and the RFF (\$1.00/month) each parcel/dwelling unit owner pays¹⁸.

¹² Moreover, recall my discussion of *Dillon’s Rule* above: “a municipal corporation possesses and can exercise...those...powers...granted in *express words*...those *necessarily or fairly implied* in or *incident* to the powers expressly granted (and)...those *essential* to the accomplishment of the declared objects and purposes of the corporation - not simply convenient, *but indispensable*” (*Ronnow, Id.*).

¹³ NRS 318.075(1) instructs that IVGID is “a governmental subdivision of the State of Nevada.”

¹⁴ The powers to furnish facilities for water, sewerage, collection and disposal of garbage and refuse, and public recreation.

¹⁵ See page 67 of the 2019 CAFR.

¹⁶ See page 88 of the 2019 CAFR. Although this page evidences that \$100,000 of defensible space costs come from the RFF, page 60 of the 2019 CAFR documents that the RFF is deposited into IVGID’s Community Services Fund.

¹⁷ See page 99 of the packet of materials prepared by staff in anticipation of the Board’s March 13, 2019 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_3-13-19.pdf (“the 3/13/2019 Board packet”).]

¹⁸ “The defensible space fee of \$1.05 per property on the Public Works statement pays for 50% of the IVGID share of costs for fuels treatment. The other 50% share of this cost is paid by the IVGID Recreation Facility Fee.”⁸

And Further Notwithstanding, Local Parcel Owners Are *Already* Paying the NLTFPD to Provide Defensible Space Services: Take a look at your county *ad valorem* tax bill. There you will see that you are being assessed a NLTFPD *ad valorem* tax. And since the NLTFPD uses those taxes, in part, to perform defensible space services¹¹, why then require IVGID's water customers to pay the NLTFPD a second time under the label "defensible space?" And why require local parcel/dwelling unit owners to pay a third time under the same moniker?

Local Parcel/Dwelling Unit Owners Are Being Wrongfully Charged For Defensible Space Services: because IVGID has represented the RFF pays for the mere availability to use the public's recreation venues and the services offered thereat¹⁹. What does creation of a "halo" in the forest surrounding Incline Village to restrict the movement of wildfire in or out of the community have to do with the availability to access and use the District's recreation facilities? Moreover, and we've had this discussion before, there can be no fee assessed absent some *special benefit*²⁰ provided to property²¹. When as here the entire community of Incline Village/Crystal Bay is benefited from defensible space services, any exaction therefore becomes a tax rather than a fee [*State v. Medeiros*, 89 Haw. 361, 973 P.2d 736, 742-745 (1999); *Clean Water Coalition v. The M Resort, LLC*, 127 Nev. 301, 255 P.3d 247, 257 (2011)]. And that's exactly what this portion of the RFF represents²²!

IVGID's Water Customers Are Being Wrongfully Charged For Defensible Space Services: because publicly owned utilities can *only* charge the public water rates which are just, reasonable²³ and neither preferential, "discriminat(ory nor)...exorbitant." In other words, water rates which are "simply high enough to produce revenue sufficient to bear all costs of maintenance...operation... interest charges on bonds and...accumulation of a surplus...sufficient to (service) all outstanding bonds" [*Springfield Gas & Electric Co. v. City of Springfield*²⁴, 292 Ill. 236, 126 N.E. 739, 744 (1920) {affirmed at 257 U.S. 66, 42 S.Ct. 24}]. What does creation of a "halo" in the forest surrounding Incline Village to restrict the movement of wildfire in or out of the community have to do with providing water services?

¹⁹ See §4(b) at page 109 and ¶II at page 113 of the packet of materials prepared by staff in anticipation of the Board's May 27, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-27-2020.pdf ("the 5/27/2020 Board packet")].

²⁰ A "special benefit" is one particular to the payor rather than to the general public as a whole [*Silicon Valley Taxpayers Ass'n., Inc. v. Santa Clara County Open Space Authority*, 44 Cal.4th 431, 441-42, 187 P.3d 37, 44-45 (2008)].

²¹ §4 at page 108 of the 5/27/2020 Board packet recites that "each parcel assessed pursuant to this Resolution and in its report for the collection on the Washoe County tax roll...is *specifically benefited*."

²² Which makes this exaction an invalid special tax against property (see NRS 361.445).

²³ "Every unjust and unreasonable charge for service of a public utility is unlawful" [see NRS 704.040(2)].

²⁴ Cited with approval by the Nevada Attorney General at A.G.O. 53-231 (February 9, 1953).

An Example of Staff's Lack of Transparency and Deceit So You Wouldn't Otherwise Learn of These Expenses Were it Not For This Written Statement: Staff revels in the misnomer they are transparent in their financial reporting²⁵. "In an effort to enhance transparency in financial reporting, IVGID ...allows citizens to explore IVGID's financial data online."²⁵ IVGID assigns a Chart of Account ("COA") Name and Number to every one of its expenditures so they can be readily retrieved for financial reporting purposes. According to IVGID's legend to its COA structure²⁶, the above-referenced defensible space expenditures have been assigned the following four COA numbers: 200.25.990.7560 and 360.49.990.7560. The first series of numbers corresponds to: overhead and administration associated with defensible space assigned to IVGID's Public Works sewer sub-fund²⁷. And the second corresponds to: overhead and administration associated with defensible space assigned to IVGID's Community Services sub-fund. How would one know that truthfully, these expenditures had nothing to do more than payment for costs associated with defensible space? What do defensible space expenses have to do with sewer fund overhead administration? And what do they have to do with recreation administration assigned to the District's Community Services Fund? The answer is simple; *NOTHING!*

Conclusion: Hopefully I have demonstrated that we just can't trust our staff to limit their expenditures at local property/dwelling unit owners' expense, to just those which provide special benefits to just those whose properties are involuntarily assessed. Without those unnecessary and wasteful expenditures that I and others have heretofore called to the Board's attention, realistically, the RFF/BFF and the water/sewer fees we are assessed can at the very least be substantially reduced. And that's exactly what the Board should do. Eliminate the subsidy of the RFF and the water rates local residents pay on expenditures such as defensible space, and then reduce the RFF and the water rates local residents pay by a like amount. Are you Board members going to continue business as usual? Or are you going to take away staff's budgeting for excessive spending? Hopefully each of you will eliminate the wasteful expenditures I have shared in this written statement.

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

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

²⁵ Go to <https://www.yourtahoeplace.com/ivgid/financial-transparency>.

²⁶ This document is a useful tool to our Board of Trustees, Staff, and our public. This legend...is a useful tool to our Board of Trustees, staff, and our public (and it)...includes four elements – Fund, Department, Division, and Object. This legend (is)...especially helpful in understanding the coding on our...Payment of Bills located on our website" (see <https://www.yourtahoeplace.com/ivgid/financial-transparency/legend-of-our-account-structure>).

²⁷ For years I and others have pointed out that this is a completely phony expense category having nothing to do with administration of the District's public recreation facilities. Now we have real evidence these assertions are true.

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEMS G(5) – PROPOSED REVISIONS TO POLICY 3.1.0

Introduction: Here the Board considers proposed revisions¹ to Policy 3.1.0. Because I have objections with several provisions which have been proposed, I submit this written statement.

Policy 3.1.0.4 – Item(s) of Business/Agenda Preparation: My objection to this proposed policy, as written, deals with the following public comment provision:

“Public comment may be scheduled for individual agenda items in addition to the initial and closing public comment period at the discretion of the Chair.”²

My proposed modification of this language is as follows:

“Public comment shall be scheduled for individual agenda items on which action may be taken in addition to the initial and closing public comment.”

NRS 241.020(3)(d)(3) states the following insofar as public comment at public meetings are concerned:

“Except in an emergency, written notice of all meetings must be given at least 3 working days before the meeting. The notice must include...an agenda consisting of...periods devoted to comments by the general public, if any, and discussion of those comments. Comments by the general public must be taken:

(I) At the beginning of the meeting before any items on which action may be taken are heard by the public body and again before the adjournment of the meeting; or

(II) After each item on the agenda on which action may be taken is discussed by the public body, but before the public body takes action on the item.

¹ See pages 150-160 of the packet of materials prepared by staff in anticipation of this September 30, 2020 meeting [https://www.yourtahoepace.com/uploads/pdf-ivgid/0930_-_Regular_-_Searchable.pdf (“the 9/30/2020 Board packet”).]

² See page 163 of the 9/30/2020 Board packet.

The provisions of this subparagraph do not prohibit a public body from taking comments by the general public in addition to what is required pursuant to sub-subparagraph (I) or (II). Regardless of whether a public body takes comments from the general public pursuant to sub-subparagraph (I) or (II), the public body must allow the general public to comment on any matter that is not specifically included on the agenda as an action item at some time before adjournment of the meeting.”

I have highlighted in bold font the provisions of NRS 241.020(3)(d)(3)(II) which expressly allow the Board to allow public comment along the lines I have suggested.

For decades it has been the District’s position to expressly allow public comment “after each item on the agenda on which action may be taken is discussed by the public body, but before the public body takes action on the item.” As the Board knows this policy was changed several years ago by former Trustee Horan at the urging and support of Trustees Wong and Morris. And the public has been prejudiced.

Once Trustee Schmitz was added to the Board at the first of the year (2020), Trustees Callicrate, Dent and Schmitz represented to the public that public comment at public meetings would return to the way it was for decades. But this never took place.

Just look at the agenda for this meeting³. How can any member of the public comment on the many general business items “for possible action” in a scant three (3) minutes? It’s impossible. For this reason I urge the Board to adopt the modification I propose which will become formal policy for future boards to come.

Policy 3.1.0.9 – Citizen Advisory Committees: My objection to this proposed policy, as written, deals with how advisory committee meetings are noticed and conducted. For citizen advisory committees established by the Board, all meetings shall “conduct their business (in accordance with) ...all provisions of the Nevada Open Meeting Law”⁴ (“OML”). This means providing notice, conducting meetings open to the public, allowing public comment, and preparing minutes of those meetings.

Yet for citizen advisory committees established by the General Manager (“GM”), according to proposed language in this Policy statement, “they are (allegedly) distinctively different from Board advisory committees.” And for this reason “they are (allegedly) not subject to the OML.” But in reality *there is no difference* between the two! Citizen advisory committees are advisory committees. They both are “advisory in nature,” and have no authority to act or speak on behalf of the Board. Therefore they both should conform to the same rules! Otherwise, our GM is encouraged to circumvent the requirements of the OML by him/herself creating citizen advisory committees.

³ See pages 1-4 of the 9/30/2020 Board packet.

⁴ See page 167 of the 9/30/2020 Board packet.

If an issue is important enough to warrant creating of a citizen advisory committee, its meetings should be open to the public and play by the same rules applicable to any other public body's meetings. So I request the proposed language be changed to provide for the same compliance with the OML. Alternatively, only the Board should have the authority to create citizen advisory committees.

Policy 3.1.0.10 – Legislative Matters: General improvement districts (“GIDs”) have no power to lobby for or against statewide legislative matters. So why give the GM the discretion to propose positions on those matters? Rather than expanding IVGID’s footprint, it should be reduced to the minimal requirements. This will reduce the number of employees we employ, and financial subsidy we require.

In this regard I remind the Board of the powers a GID may legitimately exercise. As we’ve discussed, GIDs exist to *only* exercise those expressly enumerated powers stated in their initiating [see NRS 318.055(4)(b)] or supplemental (see NRS 318.077) ordinances, as long as they are “one or more of those (powers expressly) authorized in NRS 318.116, as supplemented by the sections of this chapter (NRS 318) designated therein,” *and none other* [see A.G.O. 63-61, p.102, p. 103 (August 12, 1963)]. And according to *Dillon’s Rule*, should there be “any fair, reasonable (or) substantial doubt concerning the existence (or lack of the existence) of power(, it) is (to be) resolved...*against* the (municipal) corporation...(and) all acts beyond the scope of...powers granted are void” [*Ronnow v. City of Las Vegas*, 57 Nev. 332, 343, 65 P.2d 133 (1937)].

Take a look at NRS 318.116. Do you see anywhere that a local GID can be authorized to pass laws or lobby for or against statewide legislation? Why then is it appropriate for our GM or the Board to “propose positions on (statewide) legislative issues? Although NRS 318.210 instructs that a GID “board shall have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted in this chapter...to carry out the purposes and intent of this chapter” (NRS 318), is lobbying for or against statewide legislation a “necessary” activity for a limited purpose governmental subdivision of the State of Nevada⁵ like IVGID? Is it incidental to or to be implied from the express basic powers of NRS 318.116 which actually have been granted to IVGID by the Washoe County Board⁶? Of course *not*!

For these reasons this proposed Policy should be deleted in its entirety.

Policy 3.1.0.05 – Rules of Proceedings: What do “Contracts,”⁷ “Claims,”⁸ “Litigation”⁹ or “Legislative Matters”¹⁰ have to do with the “Conduct (of) Meetings of the Board of Trustees,” or “rules of (their) proceedings?” Since the answer is *nothing*, all four should be removed.

⁵ NRS 318.075(1) instructs that IVGID is “a governmental subdivision of the State of Nevada.”

⁶ The powers to furnish facilities for water, sewerage, collection and disposal of garbage and refuse, and public recreation.

⁷ See item (f) at page 165 of the 9/30/2020 Board packet.

The question is then whether they should continue somewhere else and if so, should their proposed language continue or be modified?

I have gone through all of IVGID's other "board policies,"¹¹ and I cannot find any which should appropriately include these three matters. Therefore if it is the Board's pleasure to perpetuate them, *completely new policies should be proposed*. And if this be the case, I have a problem with Policy 3.1.0.5(f) "Contracts."

Policy 3.1.0.05(f) – Contracts: Here our GM is given the authority to commit the district to contracts involving up to \$50,000.¹² We've all seen how poorly this has worked with former GMs Horn and Pinkerton. And we've all seen how poorly this has worked when former Finance Director Eick sold public lands without Board approval simply because their purchase price did not exceed \$50,000. And we've seen the same when soon to be former Public Works Director Pomroy sold wastewater to Clear Creek and the Schneider Family Trust without Board approval simply because the sales price did not exceed \$50,000. *So why would we want to continue the practice?*

Here we're not talking about the GM *spending* up to \$50,000 of public moneys. We're talking about *contracting* for goods or services estimated to cost up to \$50,000 of public moneys. There's no reason why this \$50,000 number cannot be substantially reduced to let's say \$5,000. All contracts in excess of this sum should be brought to and approved by the Board rather than our GM.

I am mindful of the following protective language in the proposed policy: "so long as the funds were budgeted for the specific purpose." But in reality, this language offers little protection, if any. As the public has learned the hard way, few IVGID expenditures are budgeted for a specific purpose other than capital improvement projects ("CIPs"). Whenever I have objected to expenditures having been made I contend were never appropriated by the Board, staff have responded that because they pay for a "function"¹³ in let's say a particular fund (Community Services aka recreation, the beaches, or utilities), they were appropriated. Therefore as long as an expenditure is in any way, shape or form related to "recreation" which is the "function" of the district's Community Services Fund, the it has been appropriated. And similar for expenditures related to the beaches or utilities.

⁸ See item (g) at pages 165-166 of the 9/30/2020 Board packet.

⁹ See item (h) at page 166 of the 9/30/2020 Board packet.

¹⁰ See item page 168 of the 9/30/2020 Board packet.

¹¹ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/Updated_IVGID_Board_Policies_5-12-2020.pdf.

¹² See page 165 of the 9/30/2020 Board packet.

¹³ NRS 354.529 defines the term "function" as "a group of related activities aimed at accomplishing a major service or regulatory program for which a governmental unit is responsible."

Since essentially all of these non-budgeted expenses relate in some manner to the “function” of recreation, the beaches or utilities, essentially all of them have been “budgeted for (a) specific purpose.” And that means there is basically no limitation on the public funds our GM can spend.

Conclusion: If we’re going to modify any board policy, let alone proposed Policy 3.1.0., shouldn’t we do it correctly? If so, that means deletion of the “Contracts,” “Claims,” “Litigation” and “Legislative Matters” provisions allegedly related to the “Conduct (of) Meetings of the Board of Trustees.”

Insofar as the remaining matters I propose be modified, they’re designed to restore public comment at public meetings which has been IVGID’s history for decades before former Trustee Horan and Company eliminated them a short two (2) years ago.

And to those asking why our Recreation (“RFF”) and Beach (“BFF”) Facility Fees are as high as they are, and never seem to go down, now you have another example of the reasons why.

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

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM G(1) – POSSIBLE SELECTION OF A CONSTRUCTION MANAGER-AT-RISK (“CMAR”) PROJECT DELIVERY METHOD FOR THE BURNT CEDAR BEACH SWIMMING POOL CAPITAL IMPROVEMENT PROJECT (“CIP”)

Introduction: Here *for at least the second time*¹, staff propose selection of a CMAR project delivery method for replacement of the Burnt Cedar Beach swimming pool Capital Improvement Project² (“CIP”). At that time staff didn’t even share with the Board and the public that there was a Construction Manager as an Agent (“CMA”) option. Instead it represented that:

“Nevada Revised Statutes (NRS) 338 allows three (3) project delivery methods...Design - Bid - Build (DBB)...CMAR...(and) Design Build (DB).”³

Only because I shared with the Board on August 26, 2020 that there was a fourth (4th) project delivery method, CMA, and that in my opinion it was preferred to the CMAR method⁴, does staff now address⁵ and dismiss⁶ this method.

Again I object, and that’s the purpose of this written statement.

The CMAR Project Delivery Method is Likely to Unnecessarily Cost the District \$1.0236 Million More Than the CMA Project Delivery Method: We had this discussion on August 26, 2020. Look at page 99 of the 8/12/2020 Board packet⁷. This is the page where staff’s consultant, Aquatic Design Group (“ADG”), estimated the probable costs for this project. At the top of the “Option #1 Fully Burden(ed) Construction Costs” column ADG inserted a footnote 3. At the bottom of the page

¹ The first time was on August 26, 2020: staff recommends “that the Board of Trustees makes a motion to authorize Staff to deliver the Burnt Cedar Swimming Pool Improvement Project via the CMAR delivery method” [see page 62 of the packet of materials prepared by staff in anticipation of the Board’s August 26, 2020 meeting {https://www.yourtahoeplace.com/uploads/pdf-ivgid/0826_-_Regular_-_Searchable.pdf (“the 8/26/2020 Board packet”)}}].

² “Staff recommends delivering this project with the CMAR delivery method” [see page 82 of the packet of materials prepared by staff in anticipation of this September 30, 2020 meeting {https://www.yourtahoeplace.com/uploads/pdf-ivgid/0930_-_Regular_-_Searchable.pdf (“the 9/30/2020 Board packet”)}}].

³ See page 63 of the 8/26/2020 Board packet.

⁴ See pages 331-342 of the 9/30/2020 Board packet.

⁵ See page 84 of the 9/30/2020 Board packet.

⁶ See pages 85-86 of the 9/30/2020 Board packet.

⁷ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/0812_-_Regular_-_Searchable.pdf (“the 8/12/2020 Board packet”).

next to footnote 3 ADG revealed that “Base Improvements include(d) costs of approx. 29%,” in part, for a *CMAR Contingency!*

I Observed That the Main Difference Between a CMAR and a CMA is That the Former Offers a “Guaranteed Maximum Price.”

“The real difference between the two is that the CMA assumes no ‘responsibility for the cost, quality or timely completion of the construction of the public work’ [see NRS 338.1718(1)(b)]. Whereas the CMAR, when...(the) pre-construction phase is complete, (will) propose...a Guaranteed Maximum Price (‘GMP’)...and executes the construction as (the) Contractor’ [remember, NRS 338.1718(1)(b)13 prohibits a CMA from ‘tak(ing) part in the...construction of the public work’].”⁸

Doesn’t the Board Remember Trustee Schmitz’s Comments at the Board’s August 26, 2020 Meeting That No Contractor Worth His/Her Salt is Going to Submit a GMP Contract Unless He/She Surcharges His/Her Bid to Cover His/Her Hiney? Translation: by hiring a CMAR, by definition *we will overpay.*

The Simple Fact of the Matter is That Staff Asks For the CMAR Project Delivery Method Because They Are Not Competent to Professionally Manage Completion of This CIP:

We Should Not Have to Concern Ourselves With Costly Contractor Change Orders Because Presumably, We Have a Smart Design Team Which Will Design This Project the Correct Way the First Time: In other words, the potential for costly change orders should be small.

Staff’s List of Possible Disadvantages of Using a CMA⁹ Are Disingenuous: My response to the list appears below:

1. **Owner liable for design errors and omissions:** After a rigorous selection process, did we not hire Tate Snyder Kimsey Architects (“TSK”) to deliver quality construction documents? Did not TSK sub-contract with ADG to “prepare a basis of design document for use by (IVGID) that describe(s) the pool characteristics, programmatic capabilities, and design intent for pool systems...based upon (the) selected swimming pool option?”¹⁰ Did not IVGID approve ADG’s schematic design services as a TSK subcontractor¹¹? Is not our staff are pleased with TSK’s efforts inasmuch as:

⁸ See page 334 of the 9/30/2020 Board packet.

⁹ See page 104 of the 9/30/2020 Board packet.

¹⁰ See pages 76-77 of the 8/12/2020 Board packet.

¹¹ See pages 37-47 of the 8/26/2020 Board packet.

- a) They have “full confidence in our Design Team (TSK Architects) delivering a quality set of construction documents;”¹²
- b) The TSK Architect Design Team (has) completed the predesign work...to the District’s satisfaction;”¹³ and,
- c) The District has entered into a \$60,013 schematic design services contract with TSK¹⁴.

So where are the design errors and omissions?

2. Owner responsible for carrying all trade contracts, issuing change orders, issuing monthly payments: Is this some major negative? What do we have staff for?

3. Owner carries all project insurance (OCIP): Don’t we already maintain such insurance?

4. CMA is not at risk. Owner carries all risk: This assertion is not accurate. The CMA is a professional. He/she would be liable to the District for due care much the same as any other professional *including* a CMAR.

5. Requires complete plans and specifications: Isn’t that why we’ve contracted with TSK? And by the way, how does one get a building permit without complete plans and specifications?

6. Cannot begin construction until design finished: How does one get a building permit before design is finished? And how does one begin construction before a building permit issues?

7. No Builder input during design: Not true. A CMA is a contractor. In fact, he’s/she’s *more* than a contractor. NRS 338.1718(1)(a) instructs he/she must be a: “(1) licensed...contractor...(2) hold a certificate of registration to practice architecture, interior design or residential design...(and, 3) be licensed as a professional engineer.” [see NRS 338.1718(1)(a)].

8. Potential for cost surprise at bid opening or potential to receive no bids: Once we get a bid from a CMAR, is staff telling us it may not be a “surprise?”

9. Low bid may not be the “best” bid: Is this not always the case? Moreover, is it not possible that a CMAR’s bid may not be the best bid?

10. Owner is responsible for schedule: Not true again! As the owner’s agent, cannot a CMA schedule construction with the contractor ultimately selected?

¹² See page 65 of the 8/26/2020 Board packet.

¹³ See page 27 of the 8/26/2020 Board packet.

¹⁴ See pages 26-27 of the 8/26/2020 Board packet.

11. **CMA coordinate work activities/schedules trades:** The contractor ultimately selected for the project will be the one required to coordinate trade activities/schedules. And if for any reason it didn't, could we not secure the assistance of our CMA?

So at the end of the day, all of the potential disadvantages pointed out by staff are really no disadvantages whatsoever.

Staff's List of Possible Disadvantages of Using a CMAR¹⁵ is Deceitful: Because it does not list the very real probability of a higher cost! Moreover, at page 107 of the 9/30/2020 Board packet staff down play this higher cost by stating it is "negotiated during the selection process." Well who knows how the negotiation process is going to turn out, especially, when as experience has demonstrated, our staff is incompetent to negotiate anything that would be in the public's favor.

Moreover, staff admit to a probable CMAR fee the 20% or greater add-on to the ultimate contractor's bid: the "industry standard (surcharge) for vertical construction is 2.5% - 7.5%." In addition, "general conditions...typically (total another) 10% - 12% of total construction costs." And finally, "contractor contingenc(ies)...typically (total an additional) 2% - 3% of total construction costs." Based upon a \$4 million project, these add-ons will easily total from \$580,000 to \$900,000¹⁶! *This would be the added cost of a CMAR versus a CMA.*

Staff's Assertion That Unused Dollars Incurred With the CMAR May be Returned to the Owner¹⁷ is Nothing More Than a Pipedream: First of all, staff admit that any return of excess contracted costs depends "on what is negotiated during selection of CMAR." Given staff's negotiation skills/lack thereof...

But more bothersome, NRS 338.1697¹⁸ expressly allows a CMAR's contract for a GMP to include a provision that allows the CMAR to receive all or part of any actual cost of construction savings. Now does anyone really think a provision like this won't be included such a provision?

Conclusion: If: we truly "have full confidence in (our TSK and ADQ) Design Team(s)" as staff represent¹²; "the complexity of the Burnt Cedar Swimming Pool Improvement Project...does *not* warrant use of the CMAR project delivery method,"¹⁹ "the...DBB (project delivery method) may potentially have the lowest construction bid price,"¹⁹ and, the CMAR project delivery method may unnecessarily add \$1.0236 million in CMAR costs¹⁸; *why would we ever give consideration to a CMAR option?* It just makes no sense.

¹⁵ See page 112 of the 9/30/2020 Board packet.

¹⁶ Is it only coincidental that ADG's estimate of the CMAR's surcharge could very easily total \$1.0236 million?

¹⁷ See page 107 of the 9/30/2020 Board packet.

¹⁸ See page 74 of the 8/26/2020 Board packet.

¹⁹ See page 66 of the 8/26/2020 Board packet.

Moreover, the Project Summary for this CIP²⁰ reveals that staff have proposed reimbursing *themselves* \$225,000 for unreimbursed construction management staff time. If we take staff out of the process and substitute them with a professional CMA, I suspect we'll have a lot of unspent funds left over after paying a CMA rather than our staff! Which is exactly what we should be doing.

What this episode really exposes is another of IVGID's seminal problems. We too readily accept the recommendations of a grossly overpaid and over benefited staff which are: incapable of operating our recreational facilities at a financial break even or positive cash flow basis, and lack the competence to professionally manage, maintain, repair, and replace those facilities.

And to those asking why our Recreation ("RFF") and Beach ("BFF") Facility Fees are as high as they are and never seem to go down, now you have another example of some of the reasons why.

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

²⁰ See page 28 of the 8/26/2020 Board packet. Note the \$225,000 budgeted for IVGID staff "construction management."

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM G(2) – POSSIBLE ENTRANCE INTO A CONTRACT WITH EXL MEDIA FOR 2020-21 DIAMOND PEAK MEDIA BUYS

Introduction: Here *for at least the third time this year*¹, staff propose entering into a contract with EXL Media for 2020-21 media buys restricted to Diamond Peak². Except now staff represent that proposed paid advertising services be limited “to convey(ing) vital messaging around: (the) status of the ski resort [i.e., when (the) resort is open]; product availability and any capacity restricts in place; pre-arrival information and expectations; updated conditions and information; 2021-22 season pass sale information.”³ In other words *COMMUNICATIONS*.

In my opinion we don’t need to spend up to \$100,000 through a third party like EXL Media on Diamond Peak communications. For this reason I urge the Board to adopt Mr. Raymore’s alternative recommendation: that “staff not enter into a media buying agreement during the fiscal year 2020/21.”³ And that’s the purpose of this written statement.

Doesn’t Diamond Peak Already Employ Sufficient Personnel to Coordinate/Purchase Resort Communications/Advertising? If so, why do we have to pay up to an additional \$25,000 to EXL Media to communicate on our behaves?

¹ The first time was on June 23, 2020: staff recommends “that the Board of Trustees make a motion to authorize Staff to enter into an agreement (prior to the start of the Fiscal Year 2020/21) with EXL Media for 2020/21 Fiscal Year media buying services for Diamond Peak Ski Resort, the Incline Village Golf Courses, Facilities and the Recreation and Tennis Centers for a total amount of up to \$425,700” [see page 17 of the packet of materials prepared by staff in anticipation of the Board’s June 23, 2020 meeting {https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_Part2_06_23_2020.pdf (“the 6/23/2020 Board packet”)}]. The second time was on July 29, 2020: staff recommends that “the Board of Trustees make a motion to authorize Staff to enter into an agreement with EXL Media for 2020/21 Fiscal Year media buying services for Diamond Peak Ski Resort, the Incline Village Golf Courses, and Facilities for a not to-exceed total amount...depending on the option chosen by the Board...Option A: \$357,700; Option B: \$325,000 (Staff recommendation); Option C: \$289,334” [see page 17 of the packet of materials prepared by staff in anticipation of the Board’s July 29, 2020 meeting {https://www.yourtahoeplace.com/uploads/pdf-ivgid/0729_-_Regular_-_Searchable.pdf (“the 7/29/2020 Board packet”)}].

² Staff recommends “that the Board of Trustees make a motion to authorize Staff to enter into an agreement with EXL Media for 2020/21 Fiscal Year media buying services for Diamond Peak Ski Resort for a not-to-exceed total of \$100,000” [see page 14 of the packet of materials prepared by staff in anticipation of this September 30, 2020 meeting {https://www.yourtahoeplace.com/uploads/pdf-ivgid/0930_-_Regular_-_Searchable.pdf (“the 9/30/2020 Board packet”)}].

³ See page 117 of the 9/30/2020 Board packet.

Doesn't Diamond Peak Already Employ a Professional Communications Coordinator to Coordinate/Purchase Resort Communications/Advertising? Isn't her name Kari Ferguson? If so, why do we have to pay up to an additional \$25,000 to EXL Media to communicate on her behalf?

Doesn't IVGID Already Employ a Professional Marketing Manager to Coordinate/Purchase Resort Communications/Advertising? Isn't his name Paul Raymore? If so, why do we have to pay up to an additional \$25,000 to EXL Media to communicate on his behalf?

Aren't Staff's Communications Coordinator and Marketing Manager Taxed Because They Are the IVGID Quarterly's Managing and Copy Editors, Respectively? I have submitted a companion written statement on the *IVGID Quarterly* magazine. In that statement I have documented that Paul Raymore is the magazine's Managing Editor. Kari Ferguson is the magazine's Copy Editor, and the two oversee the publishing of six (6) editions per calendar year. Because these are full time positions, the two don't have time to do their communications and marketing jobs, respectively. Which explains why their departments are taxed, and now we need to hire EXL Media to do what should be their jobs.

So Why Will Diamond Peak's Communications Plan For This Winter Be "Vulnerable" if We Don't Contract With EXL Media as Staff Represents³?

And Since We've in Essence Eliminated Diamond Peak's Marketing Plan For This Winter, Why Will We Be "Vulnerable" if We Don't Contract With EXL Media as Staff Represents³? Translation: by hiring a CMAR, by definition *we will overpay*.

Why Do We Need to Pay For Radio, Outdoor, Television/Cable, Digital Internet/Mobile or Print Advertising if All We Intend to Do is Communicate? After all, section 1(a) of the proposed contract recites that the "District hereby hires EXL to provide (the) media services described herein," and section 2(a) recites that "EXL will provide the District with...*at least* (the following)...Media Services: radio, outdoor, television/cable, digital internet/mobile and print" advertising.

Why Do We Need to Pay For Promotions, Specialty Media, Outdoor Production Coordination or Advertising Performance Analytics & Tracking if All We Intend to Do is Communicate? After all, section 1(a) of the proposed contract recites that the "District hereby hires EXL to provide (the) media services described herein," and section 2(a) recites that "EXL will provide the District with...*at least* (the following)...Media Services...specialty media, outdoor production coordination and advertising performance analytics & tracking" advertising.

And Why Are We Agreeing to Pay EXL Media Up to a Whopping 33-1/3% of Media Sales When the Industry Norm is 15%? At page 116 of the 9/30/2020 Board packet staff represents that EXL Media's agency fee will be "up to \$25,000...based on actual hours billed at \$125 per hours." According to staff "there is (only) the potential to pay less (fees) than the not-to-exceed limit"⁴ of \$25,000. Which means that in all likelihood, the amount will be \$25,000.

⁴ See page 116 of the 9/30/2020 Board packet.

At the Board's June 23, 2020 meeting I submitted a written statement on the same subject matter⁵ and in particular, EXL Media's proposed agency fee. In the same I represented that "similar to a real estate commissions, the most common way media buying agencies get compensated is by earning a commission on your total advertising spend. A common rate is fifteen percent (15%) of your total advertising spend."⁶

But the agency fee under the proposed contract is most likely going to total \$25,000 regardless of the dollar amount of media buys. Thus this fee represents the equivalent of a *mind-boggling* 33⅓% commission; more than twice the amount of the industry standard! Bottom line, here again we have an example of overpaying for a good or service which benefits another favored collaborator rather than the public Mr. Raymore was presumably hired to serve. *Thank you Mr. Raymore!*

Conclusion: I and others I know believe that a public agency like IVGID should not be spending *any* public monies promoting the world's tourists' use of the District's public recreation facilities. Moreover, EXL Media buys are not an appropriate expenditure for a public agency, let alone one like IVGID; especially given IVGID is not capable of permissibly generating the revenues necessary to pay the costs associated with a marketing department.

Although Mr. Raymore represents that media spends will be limited "to convey(ing) vital messaging...due to the COVID-19 pandemic,"³ he doesn't explain why this cannot be accomplished entirely "in house" and/or the District's comprehensive web and Facebook sites.

Finally, at ¶IV, Alternatives³, staff propose as an option that the Board "not enter into a media buying agreement for Fiscal Year 2020/21." This is exactly what the Board should do!

And to those asking why our Recreation ("RFF") and Beach ("BFF") Facility Fees are as high as they are and never seem to go down, now you have another example of some of the reasons why.

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

⁵ See pages 279-292 of the 5/23/2020 Board packet.

⁶ See <https://bizfluent.com/info-8600134-do-buying-companies-charge-services.html>.

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENTS – THE TENS OF THOUSANDS OF DOLLARS OF OUR RECREATION (“RFF”) AND BEACH (“BFF”) FACILITY FEES WHICH ARE NEEDLESSLY SPENT ON MEMBERSHIP DUES IN ALL SORTS OF THIRD PARTY ORGANIZATIONS – HERE THE CALIFORNIA PARKS & RECREATION SOCIETY

Introduction: IVGID staff repeatedly tell the Board and the public that the purpose of the RFF/BFF are to make the public’s recreational and beach facilities “available” to be accessed and used by the owners/occupants of those parcel/dwelling units which are involuntarily assessed¹. However, that’s not true. As I have demonstrated so many times before², they pay for the difference between budgeted revenues and over spending assigned by staff to the District’s Community Services and Beach Funds, respectively. In fact, ever since former Finance Director Gerry Eick invented the concept of “smoothing,” the RFF/BFF have paid for far *more*³. How else can one explain the rapid increase in Community Services and Beach Fund balances⁴? And one category of those expenditures is the

¹ See pages 107-116 of the packet of materials prepared by staff in anticipation of the Board’s May 27, 2020 meeting [“the 5/27/2020 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-27-2020.pdf)].

² The latest being page 339 of the packet of materials prepared by staff in anticipation of the Board’s July 22, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/0722_-_Regular_-_Searchable.pdf (“the 7/22/2020 Board packet”)] which made reference to: footnote 5 at pages 468-469 of the packet of materials prepared by staff in anticipation of the Board’s April 10, 2019 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_4-10-19.pdf (“the 4/10/2020 Board packet”)]; and, pages 82-83 of the packet of materials prepared by staff in anticipation of the Board’s June 13, 2018 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_6-13-2018.pdf (“the 6/13/2018 Board packet”)].

³ See pages 138-145 of the packet of materials prepared by staff in anticipation of the Board’s July 20, 2017 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_7-20-17.pdf (“the 7/20/2017 Board packet”)]

⁴ See pages 267-268 of the 7/22/2020 Board packet. On June 30, 2011 the unrestricted balance assigned by staff to the District’s Community Services Fund was \$4,226,167 [see page 25 of the Comprehensive Annual Financial Report (“CAFR”) ending June 30, 2011 (“the 2011 CAFR”)]. Yet as of June 30, 2020, staff had estimated this fund’s balance would total \$12,360,444 [see page 24 of the packet of materials prepared by staff in anticipation of the Board’s May 7, 2020 meeting {“the 5/7/2020 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/5-7-2020_Workshop_Packet.pdf)}]. Similarly, I documented that on June 30, 2011 the unrestricted balance assigned by staff to the District’s Beach Fund was \$1,177,762 [see page 586 of the packet of materials prepared by staff in anticipation of this June 23, 2020 meeting {“the 6/23/2020 Board packet” ([1](https://www.yourtahoeplace.com/uploads/pdf-</p></div><div data-bbox=)

dozens of memberships in all sorts of third party organizations having nothing to do with making recreational and beach facilities available to be used by *any-one*! For this reason on July 21, 2020 I made a public records request to examine records evidencing:

1. All third party group or organization wherein IVGID was a member in 2019;
2. To the extent not already included in paragraph 1 above, any IVGID department or venue which in 2019 was a member of a third party group or organization;
3. To the extent not already included in paragraphs 1 or 2 above, any IVGID employee which in 2019 was a member of a group or organization wherein IVGID paid or reimbursed the employee's membership dues in that group or organization;
4. The yearly membership dues paid or reimbursed by IVGID in each such group or organization identified in paragraphs 1, 2 and 3 above; and,
5. Any additional fees paid to or associated with in any manner whatsoever any such group or organization identified in paragraphs 1, 2 and 3 above, together with records evidencing the reasons for such payments. Examples but not limitations of such fees would extend to continuing education, meetings, conferences, lodging associated therewith, transportation associated therewith, food associated therewith, per diem associated therewith, etc.

My intent was to discover the dozens of third party organizations I believe IVGID is a member of, and for which the RFF/BFF are used to pay yearly membership fees and conference attendance.

On August 21, 2020 IVGID's Public Records Officer, Susan Herron, provided "the dues/subscriptions that (she had)...located, to date, in response to (my) request" which consisted of twenty-three (23) organizations she admittedly did "not feel...(wa)s complete." She stated she would "continue to work on (my) request."

As I go through the records provided, my intent is to share what I discover with the public. And here I share records pertaining to the sixteenth such organization; the California Parks & Recreation Society ("CPRS"). These are the purposes of this written statement.

ivgid/BOT_Packet_Regular_Part2_06_23_2020.pdf}}]. Yet as of June 30, 2020, staff had estimated this fund's balance would total \$2,159,282 (see page 25 of the 5/7/2020 Board packet).

CPRS⁵: In response to my request Ms. Herron provided records evidencing that CPRS was one of the third party organizations in which IVGID or at least one of its employees is a member.

What is the CPRS? According to its web site⁶, “the California Park & Recreation Society’s mission is to advance...*California’s* park and recreation profession...through education, networking, resources and advocacy...This networking happens across disciplines and agency boundaries to achieve together what we cannot do alone. CPRS strives to educate policy makers so that they vote with the premise that parks and recreation is an essential community service.”

Note: CPRS’ mission statement is geared to support *California’s* and *not Nevada’s* profession⁷. Additionally, whatever “advocacy” (aka lobbying) it engages in, is before *California’s* and *not Nevada’s* Legislature.

IVGID is Paying At Least \$95 Annually to the CPRS For Employee Gwynne Cunningham’s Membership in the CPRS: We know this because of the October 22, 2018 membership renewal invoice Ms. Herron produced which is attached as Exhibit “A” to this written statement.

Someone at IVGID Has Misrepresented to the CPRS That IVGID Maintains a “Parks & Rec” Department, and That She’s a Supervisor of That Department: Take a look at the CPRS invoice. There it is addressed to the “Incline Village Parks & Rec” department located at the Rec Center. Does IVGID maintain such a department the way Washoe County or true municipalities maintain such departments? And is Ms. Cunningham a supervisor of that department?

I suspect the extent of this misrepresentation goes far beyond Ms. Cunningham. For instance, take a look at page 6 of the latest edition (Fall/Winter 2020/21) of the IVGID Quarterly⁸. There Shelia Leijon, a Recreation Manager, tells readers that “the Incline Village Parks & Recreation District is proud to present the 2020 Fall Recreation Guide edition of the IVGID Quarterly.” *No such district exists!* Employees at the Rec Center have the misbelief that they and their colleagues are part of something far greater than reality. They also have the misbelief they are “Parks and Recreation professionals”⁷ as opposed to the aquatics or fitness *instructors* they really are.

Membership: Although “86% of ALL California Park & Recreation Agencies (may) have active members in the California Park & Recreation Society,”⁹ how many Nevada park and recreation agencies do you think are members? And what does being a member of the CPRA have to do with supervising a pool at the Rec Center? According to the CPRS⁹, CPRS membership offers:

⁵ Go to <https://www.cprs.org/>.

⁶ Go to <https://cprs.org/about-us-cprs>.

⁷ Moreover, what “profession” exactly was the CPRS created to support? Is a swim instructor or supervisor (see Exhibit “A”) a “profession?”

⁸ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Qrtly_Sept2020.pdf.

⁹ Go to <https://www.cprs.org/membership/benefits>.

- 1) “Education about park and recreation issues and trends;”
- 2) “Networking opportunities” (“share experiences, ideas and views with some of the best minds in the profession”);
- 3) “Resources (for)...a multitude of information in one location” (“utilize one stop shop for current industry information and resources”); and,
- 4) “Advocacy for Parks & Recreation” [“utilize resources for lobbying at the local level; track (California) state & federal legislation that may have significant impact to service delivery”].

What Does Any of This Have to Do With Being a Pool Supervisor?

What Does Any of This Have to Do With Making the Public’s Recreational Facilities Available to be Used by Those Parcels/Dwelling Units Which Are Involuntarily Assessed the RFF?

The CPRS Awards Program: According to its web site¹⁰, “the California Park & Recreation Society's Awards Program recognizes the outstanding achievements of agencies and individuals in the areas of community improvements and programming, facility design and park planning, marketing and communications, and professional and citizen leadership...Awards recipients in each category, division, and class will receive: (California) statewide recognition at the CPRS Conference & Expo... listing in the *Best of the Best* booklet...(California) statewide recognition in the spring issue of *California Parks & Recreation* and on the CPRS website...(use of CPRS’) electronic Award of Excellence logo for agency promotional purposes (and a)...sample press release for award recipient to distribute to local or regional media.”

IVGID employees are notorious for spending public time and money applying for inconsequential “awards” such as those offered by the CPRS which are used to justify their worth/over compensation and benefits. Have you ever walked into the Rec Center and seen staff’s wall of awards?

An Example of Staff’s Lack of Transparency and Deceit So You Wouldn’t Otherwise Learn of This Expense Were it Not For This Written Statement: Staff revels in the notion they believe they are transparent in their financial reporting¹¹. “In an effort to enhance transparency in financial reporting, IVGID...allows citizens to explore IVGID's financial data online.”¹¹ IVGID assigns a Chart of Account (“COA”) Name and Number to every one of its expenditures so they can be readily retrieved for financial reporting purposes. According to IVGID’s legend to its COA structure¹², this expenditure has

¹⁰ Go to <https://www.cprs.org/resources/cprs-awards>.

¹¹ Go to <https://www.yourtahoeplace.com/ivgid/financial-transparency>.

¹² This document is a useful tool to our Board of Trustees, Staff, and our public. This legend...is a useful tool to our Board of Trustees, staff, and our public (and it)...includes four elements – Fund, Department, Division, and Object. This legend (is)...especially helpful in understanding the coding on

been assigned the following four COA numbers: 350.48.850.7340¹³. This series of numbers corresponds to: dues and subscriptions associated with aquatic programs that are administered out of the Recreation Center. How would one know that truthfully, it was nothing more than payment of Ms. Cunningham's membership in the *California* based CPRS? And what does this have to do with a legitimate public benefit? I submit *NOTHING!*

Thus This Expenditure Was Not Only *NOT* Necessary, it Was Improperly Paid For With the RFF:

Now My Question to Our GM Indra Winquest: WHY DIDN'T YOU TELL THE BOARD AND THE PUBLIC ABOUT THIS TOTALLY IMPROPER EXPENDITURE WHEN YOU PRESENTED YOUR ANNUAL 2020-21 Budget?

And My Question to the IVGID Board: WHY DIDN'T YOU UNCOVER THIS TOTALLY IMPROPER EXPENDITURE WHEN YOU APPROVED THE LATEST 2020-21 BUDGET?

Since This is the Sixteenth of What I Suspect Will be a Series of Additional Similar Inappropriate Third Party Membership Expenses, Let's Continue the Tally:

Organization	Yearly Dues	Running Total
SnoCountry	\$ 1,215	\$ 1,215
STOKE	\$ 700	\$ 1,915
T-NT Transport Mgmt Ass'n	\$ 2,000	\$ 3,915
BEAR League	\$ 250	\$ 4,165
North Nev Consort Coop Purchases	\$ 30	\$ 4,195
Nev Rural Water Ass'n	\$ 343	\$ 4,538
North Tahoe Bus Ass'n	\$ 300	\$ 4,838
NLT Conv & Visitors Bureau	\$ 4,050	\$ 8,888
Reno Tahoe Territory	\$ 150	\$ 9,038
Nevada League of Cities	\$ 3,968	\$ 13,006
Nat'l Ski Areas Ass'n	\$ 4,876	\$ 17,882
Ski California	\$ 4,578	\$ 22,460
Nat'l Golf Foundation	\$ 250	\$ 22,710
U.S. Golf Ass'n	\$ 150	\$ 22,860
Northern California Golf Ass'n	\$ 280	\$ 23,140
Unreimb Private NCGA Memberships	\$ 7,011	\$ 30,151
California Parks & Recreation Society	\$ 95	\$ 30,246

our...Payment of Bills located on our website" (see <https://www.yourtahoeplace.com/ivgid/financial-transparency/legend-of-our-account-structure>).

¹³ This number appears on the CPRS invoice attached as an exhibit to this written statement.

Conclusion: Ms. Cunningham’s membership in a *California* organization which offers her “networking opportunities” and an advocacy organization “for Parks & Recreation” has little if anything to do with making local property owners’ “availability” to access and use public recreational facilities more affordable. In fact, I submit it has the exact opposite result. If our public employees were precluded from pursuing membership in these meaningless, self-promoting organization, at least at local property owners’ expense, I predict we would need a whole lot less employees. But then that would be counter-productive to one of the major purposes for IVGID’s existence¹⁴; providing over compensated and benefited employment¹⁵ to persons *who mostly do not live in Incline Village/ Crystal Bay*. I therefore ask the Board to direct staff to discontinue expenditures such as this one, and to reduce the RFF by a like amount.

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

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

¹⁴ At least insofar as our public employees are concerned. In fact according to them, “the employees of the District continue to be our most important and valued asset” [see page 116 of the 2019-20 Budget (https://www.yourtahoeplace.com/uploads/pdf-ivgid/2019-20_Operating_Budget.pdf)].

¹⁵ IVGID is Incline Village's largest employer admitting to generating 1,017 or more W-2s annually.



California Park & Recreation Society
 7971 Freeport Boulevard
 Sacramento, California 95832-9701
 (916) 665-2777 • Fax (916) 665-9149

www.cprs.org

Gwynne Cunningham
 Recreation Supervisor - Aquatics
 Incline Village Parks & Rec.
 980 Incline Way
 Incline Village, NV 89451

RENEWAL NOTICE

I.D. # 128310 PAGE 1
 MEMBER TYPE MO-OUT-OF-STATE
 DATE 10/22/2018 MEMBER SINCE

Gwynne Cunningham
 Incline Village Parks & Rec.

DONATIONS

\$ _____ SCHOLARSHIP

\$ _____ SOCIETY DONATION

TOTAL AMOUNT
 ENCLOSED \$ _____

Paid By:

Check Visa Mastercard American Express
 (Return this portion with your payment.)

INFORMATION CORRECTION REQUESTED
 (SEE REVERSE SIDE)

Date Paid Thru: Jan 31 2019

Date Paid Thru: Jan 31 2019

128310	Member - Out of State	95.00
	Out-of-State	0.00
	Total	95.00

128310	Member - Out of State	95.00
	Out-of-State	0.00
	Total	95.00

OCT 29 2018

ok to pay

350-48-850-7340

Gwynne Cyl

10-29-18

DETACH AND RETURN THIS STUB

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENTS – THE TENS OF THOUSANDS OF DOLLARS OF OUR RECREATION (“RFF”) AND BEACH (“BFF”) FACILITY FEES WHICH ARE NEEDLESSLY SPENT ON MEMBERSHIP DUES IN ALL SORTS OF THIRD PARTY ORGANIZATIONS – HERE THE NORTHERN CALIFORNIA GOLF ASSOCIATION

Introduction: IVGID staff repeatedly tell the Board and the public that the purpose of the RFF/BFF are to make the public’s recreational and beach facilities “available” to be accessed and used by the owners/occupants of those parcel/dwelling units which are involuntarily assessed¹. However, that’s not true. As I have demonstrated so many times before², they pay for the difference between budgeted revenues and over spending assigned by staff to the District’s Community Services and Beach Funds, respectively. In fact, ever since former Finance Director Gerry Eick invented the concept of “smoothing,” the RFF/BFF have paid for far *more*³. How else can one explain the rapid increase in Community Services and Beach Fund balances⁴? And one category of those expenditures is the

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dozens of memberships in all sorts of third party organizations having nothing to do with making recreational and beach facilities available to be used by *any-one*! For this reason on July 21, 2020 I made a public records request to examine records evidencing:

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3. To the extent not already included in paragraphs 1 or 2 above, any IVGID employee which in 2019 was a member of a group or organization wherein IVGID paid or reimbursed the employee's membership dues in that group or organization;
4. The yearly membership dues paid or reimbursed by IVGID in each such group or organization identified in paragraphs 1, 2 and 3 above; and,
5. Any additional fees paid to or associated with in any manner whatsoever any such group or organization identified in paragraphs 1, 2 and 3 above, together with records evidencing the reasons for such payments. Examples but not limitations of such fees would extend to continuing education, meetings, conferences, lodging associated therewith, transportation associated therewith, food associated therewith, per diem associated therewith, etc.

My intent was to discover the dozens of third party organizations I believe IVGID is a member of, and for which the RFF/BFF are used to pay yearly membership fees and conference attendance.

On August 21, 2020 IVGID's Public Records Officer, Susan Herron, provided "the dues/subscriptions that (she had)...located, to date, in response to (my) request" which consisted of twenty-three (23) organizations she admittedly did "not feel...(wa)s complete." She stated she would "continue to work on (my) request."

As I go through the records provided, my intent is to share what I discover with the public. And here I share records pertaining to the fifteenth such organization; the Northern California Golf Association ("NCGA"). These are the purposes of this written statement.

ivgid/BOT_Packet_Regular_Part2_06_23_2020.pdf}}]. Yet as of June 30, 2020, staff had estimated this fund's balance would total \$2,159,282 (see page 25 of the 5/7/2020 Board packet).

NCGA⁵: In response to my request Ms. Herron provided records evidencing that NCGA was one of the third party organizations in which IVGID is a member.

What is NCGA? According to its web site⁶, “the NCGA...serve(s) the golfers of Northern California...providing...handicap management, course ratings, tournament...even oversight...member communication(s)...and special member discounts.” It “is an association of golf clubs; to become a member of the NCGA, *you must join a club*. There are three types of NCGA clubs (one) can join. The first is a regular club, which exists at a golf course⁷. In Northern California, there are nearly 400 golf courses that offer NCGA membership⁸. There are a wide variety of both public and private courses, with varying pricing, skill levels and tournament options available. Each club has its own member benefits in addition to what the NCGA provides⁹.

The NCGA Thinks IVGID is a “Golf Club:” The invoicing to IVGID from the NCGA reveals the club the NCGA thinks we are is called the “Incline Village GC” and it is assigned club #53-0321-1. The mailing address for the “club” is “893 Southwood” in Incline Village. That’s IVGID and not the IVGC. And payments are made by IVGID rather than the IVGC.

Why is IVGID involved in any of this? In fact, listen to former interim Director of Golf Kyle Thornburg asking the same question on January 29, 2019:

Kyle: Mel, the attached invoice is for IVGC and annual NCGA IVGC handicap renewals. Do...we pay this invoice and then bill the club directly? Or do they pay the invoice since it is addressed to their club? I’ve got an email to McCloskey to see if he can help, but I thought you might be able to help with this as well.

Mikie: IVGC is responsible for paying those fees.

Kyle: After digging into this a bit, Mel informed me that this bill should be paid directly by the IVGC golf club. I will forward this to their club president.”¹⁰

So Why Did IVGID Pay Any of These Invoices After January 29, 2019? Let’s analyze each of the invoices provided by Ms. Herron for my examination.

⁵ Go to <https://www.ncga.org/>.

⁶ Go to <https://ncga.org/about-us/#history>.

⁷ This is the type of club IVGID is.

⁸ If one does a search of member courses that offer NCGA discounts (go to <https://ncga.org/directory/>), one will discover both the Incline Village Mountain and Championship courses.

⁹ Go to https://ncga.org/membership/regular-clubs/?utm_source=JoinButton&utm_medium=webpage&utm_campaign=findCourse.

¹⁰ This e-mail exchange is represented in the printed out e-mails attached as Exhibit “A” to this written statement.

1. **The January 15, 2019 Invoice No. 01-0253 in the Sum of \$4,135¹¹**: This is the invoice Kyle Thornburg instructed IVGID staff *not to pay* (see Exhibit “A”). Yet we see from the IVGID check number at the bottom of the invoice, and Mr. Thornburg’s February 14, 2019 e-mail (attached to Exhibit “C” – “I sent over payment approval for the first invoice”) that *it was!* We also see it paid for 107 IVGC memberships, all of whom were private, local persons. Which raises the question Mr. Thornburg raised:

Why is the Public Paying For Private Party Membership in a Third Party Organization?

2. **The February 1, 2019 Invoice No. 02-0253 in the Additional Sum of \$39¹²**: Here we begin to see that these invoices pay for individual private memberships on behalf of IVGC members (here Robynn Goughsmith).

3. **The March 1, 2019 Invoice No. 03-0204 in the Additional Sum of \$780¹³**: Here we clearly see that these invoices pay for individual private memberships on behalf of more IVGC members [twenty (20) of their names appear on the invoice]. And note the asterisk next to IVGID employee Kyle Thornburg – the same person who approved use of public funds to pay for all of these memberships.

4. **The April 1, 2019 Invoice No. 04-0187 in the Additional Sum of \$156¹⁴**: Here we see that these invoices pay for individual private memberships on behalf of more IVGC members [four (4) of their names appear on the invoice]. And note the asterisk next to IVGID employee Kyle Thornburg – the same person who approved use of public funds to pay for all of these memberships.

5. **The May 1, 2019 Invoice No. 05-0185 in the Additional Sum of \$294¹⁵**: Here we see that these invoices pay for individual private memberships on behalf of more IVGC members [six (6) of their names appear on the invoice]. And note the asterisk next to IVGID employee Kyle Thornburg – the same person who approved use of public funds to pay for all of these memberships.

¹¹ The invoice is in the sum of \$4,298 but it includes a previous December 1, 2018 balance of \$163 which was previously paid (according to IVGID staff) yet not credited on the invoice (the reader will find the \$163 credited on NCGA’s February 1, 2019 invoice – Exhibit “C”). This invoice is attached as Exhibit “B” to this written statement.

¹² This invoice together with written authorization from Kyle Thornburg for IVGID accounting staff to pay are attached as Exhibit “C” to this written statement.

¹³ This invoice together with written authorization from Rob Bruce for IVGID accounting staff to pay are attached as Exhibit “D” to this written statement.

¹⁴ This invoice together with written authorization from Kyle Thornburg for IVGID accounting staff to pay are attached as Exhibit “E” to this written statement.

¹⁵ This invoice together with written authorization from Kyle Thornburg for IVGID accounting staff to pay are attached as Exhibit “F” to this written statement.

6. **The June 1, 2019 Invoice No. 06-0178 in the Additional Sum of \$1,607¹⁶**: Here we see that these invoices pay for individual private memberships on behalf of more IVGC members [thirty-three (33) of their names appear on the invoice]. And note the asterisk next to Jack Clouthier – this is another part time IVGID employee [one of eight (8) “outside staff”] who according to transparent Nevada¹⁷ realized \$6,123 in annual compensation and this personal benefit for himself, at the public’s expense.

All Total, \$7,011 in Private Membership Fees Improperly Parsed to One of Staff’s Favored Special Interest Groups:

Notwithstanding All of the Above, IVGID is Paying At Least an Additional \$280 Annually to the NCGA For IVGC’s “Club Dues” and Lease of a NCGA Computer So IVGC Club Members Can Enter Their NCGA Handicaps: Do you recall the December 1, 2018 \$163 balance carry forward which appears on Exhibit “B?” We now learn that sum paid for 2019 Club Dues for IVGC, together with lease of a NCGA computer so IVGC club members could enter their NCGA handicaps into the NCGA system¹⁸.

We know this because of the December 18, 2019 invoice no. 13-0201 in the sum of the same \$163¹⁹. And we know that the membership dues IVGID is being charged are \$280 annually, because of an e-mail admission I received from Susan Herron. On September 8, 2020 I sent an e-mail to Ms. Herron, in part, addressing what membership dues were being paid by IVGID to the NCGA²⁰ (see item 17). In response, Ms. Herron directed me to look at invoice 13-0201 attached (Exhibit “H”). And when I did, I saw we pay for “Club Dues” as well as lease of a NCGA computer so IVGC club members could enter their NCGA handicaps.

And We’ve Been Paying For IVGC’s Members’ Memberships in the NCGA For at Least the Last Five (5) Years if Not More: I have prepared a spreadsheet depicting all such payments since January of 2015, and it is attached as Exhibit “J” to this written statement.

Does Any of This Sound Like an Appropriate Expenditure For Any Governmental Subdivision²¹ to Make? We’ve had this discussion many times before. General improvement districts (“GIDs”) exist

¹⁶ This invoice together with written authorization from Kyle Thornburg for IVGID accounting staff to pay are attached as Exhibit “G” to this written statement.

¹⁷ Go to <https://transparentnevada.com/salaries/2019/incline-village-general-improvement-district/jack-r-clouthier/>.

¹⁸ Do NCGA members even need to use NCGA computers to enter their round of golf scores into the NCGA system? In today’s world of cellphone “apps,” isn’t there a NCGA app which allows members to enter their round of golf scores into the NCGA system and more? Turns out the answer is yes; it’s called “My NCGA” (check it out on your own cellphone). *So why pay NCGA?*

¹⁹ This invoice together with written authorization from Kyle Thornburg for IVGID accounting staff to pay are attached as Exhibit “H” to this written statement.

²⁰ That e-mail and Ms. Herron’s response are attached as Exhibit “I” to this written statement.

²¹ NRS 318.075(1) instructs that IVGID is “a governmental subdivision of the State of Nevada.”

to *only* exercise those expressly enumerated powers in their initiating [see NRS 318.055(4)(b)] or supplemental (see NRS 318.077) ordinances as long as they are “one or more of those authorized in NRS 318.116, as supplemented by the sections of this chapter (NRS 318) designated therein,” *and none other* [see A.G.O. 63-61, p.102, p. 103 (August 12, 1963)]. And according to *Dillon’s Rule*, should there be “any fair, reasonable (or) substantial doubt concerning the existence (or lack of the existence) of power (it) is (to be) resolved...*against* the (municipal) corporation...(and) all acts beyond the scope of...powers granted are void” [*Ronnow v. City of Las Vegas* (1937) 57 Nev. 332, 343, 65 P.2d 133].

Take a look at NRS 318.116. Do you see anywhere that a local GID is authorized to in essence give away public moneys to a select few but not all of its residents(in other words, sharing the wealth with core golfers who can afford to pay their own NCGA memberships)? Do you see anywhere in NRS 244 or 266 where donations such as these are permissible for counties or cities? *OF COURSE NOT!*

Are you aware of any such power having been granted to IVGID by the Washoe County Board of Commissioners (“County Board”) in the former’s initiating ordinance? How about any subsequent supplemental ordinance? Do you think this expenditure of public moneys is what the Washoe County Board had in mind when it created IVGID? Again the answers are no, no and no.

Okay. NRS 318.210 states that a GID “board shall have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted in this chapter...to carry out the purposes and intent of this chapter” (NRS 318). Is paying the private membership dues of hundreds of favored collaborators in a third party organization a “necessary” activity for a limited purpose governmental subdivision of the State of Nevada to engage in? Of course not!

Is paying the private membership dues of hundreds of favored collaborators in a third party organization incidental to or to be implied from the express basic powers of NRS 318.116 which have been granted to IVGID by the Washoe County Board²²? Of course not!

Membership: Here the annual *private* membership dues in the NCGA paid on behalf of at least 170 IVCG members pay for²³:

An official, private handicap sanctioned by the USGA;

Private golf and travel discounts;

Access to NCGA events; and,

Golf news and information.

²² The powers to furnish facilities for water, sewerage, collection and disposal of garbage and refuse, and public recreation.

²³ Go to <https://ncga.org/membership/member-benefits/>.

An Example of Staff's Lack of Transparency and Deceit So You Wouldn't Otherwise Learn of This Expense Were it Not For This Written Statement: Staff revels in the notion they believe they are transparent in their financial reporting²⁴. "In an effort to enhance transparency in financial reporting, IVGID...allows citizens to explore IVGID's financial data online."²⁴ IVGID assigns a Chart of Account ("COA") Name and Number to every one of its expenditures so they can be readily retrieved for financial reporting purposes. According to IVGID's legend to its COA structure²⁵, this expenditure has been assigned the following four COA numbers: 320.31.990.7330²⁶. This series of numbers corresponds to: an ordinary paid administrative and overhead operational *contractual* expense assigned to Championship Golf. But wait a minute. What do these expenditures have to do with any contract between IVGID and NCGA? And what do they have to do with a legitimate public benefit? Again, *NOTHING!*

Thus This Expenditure Was Not Only *NOT* Necessary, it Was Improperly Paid For With the RFF:

But Wait; There's More: Why have staff assigned public employees to cater to the needs of members of private organizations? Why have they run these financial transactions through the public's financial reporting software/hardware? And most importantly, *have the IVGC or any of its members receiving NCGA membership reimbursed these charges paid for by the public?*

IVGC Reimbursement: For these reasons, on September 7, 2020 and September 8, 2020 I made the following records requests²⁷:

1. Evidence that portions/all of each of the charges appearing on the NCGA invoices attached to this written statement were reimbursed to IVGID;
2. Evidence that IVGID made request on IVGC or anyone else for reimbursement of the charges reflected on ¶1 above; and,
3. Evidence of the COA name(s) and number(s) assigned by staff to each of those reimbursements.

Now assuming *arguendo* that IVGID staff had made request for reimbursement of the private memberships in the NCGA the public paid for, it had received the same, and financially reported it in

²⁴ Go to <https://www.yourtahoeplace.com/ivgid/financial-transparency>.

²⁵ This document is a useful tool to our Board of Trustees, Staff, and our public. This legend...is a useful tool to our Board of Trustees, staff, and our public (and it)...includes four elements – Fund, Department, Division, and Object. This legend (is)...especially helpful in understanding the coding on our...Payment of Bills located on our website" (see <https://www.yourtahoeplace.com/ivgid/financial-transparency/legend-of-our-account-structure>).

²⁶ This number appears on the back up documentation attached to each of the NCGA invoices attached as an exhibit to this written statement.

²⁷ Those written requests are collectively attached as Exhibit "K" to this written statement.

the District's financials. How difficult do you think it would be to retrieve those records? As of tonight's Board meeting [twenty-three (23) days] it turns out *NONE* of the requested records have been provided! Notwithstanding NRS 239.0107(1) instructs that the custodian of requested public records must respond in writing, and in no later than five (5) business days, there has been *no response*. When the five (5) business days had elapsed, on September 17, 2020, I e-mailed Ms. Herron again asking if she was planning on providing the records request and if so, when²⁸? And her response *was no response!*

My Follow Up Request to Our GM: When it was clear that Ms. Herron was not going to make the requested public records available for my examination, or alternatively admit that there had been no reimbursement, I made request upon our GM, Indra Winquest²⁹. And his response was Ms. Herron's response (*i.e., no response!*)

Now why do you think there has been no response nor have any records been produced which evidence that reimbursement of these improper expenditures has been requested or made?
Ladies and gentlemen. This represents evidence of theft of public assets.

Now My Question to Darren Howard, Our Director of Golf: WHY DIDN'T YOU TELL THE BOARD AND THE PUBLIC ABOUT THESE TOTALLY IMPROPER EXPENDITURES WHEN YOU PRESENTED YOUR ANNUAL GOLF REVIEW?

And My Question to the IVGID Board: WHY DIDN'T YOU UNCOVER THESE TOTALLY IMPROPER EXPENDITURES WHEN YOU APPROVED THE LATEST 2020-21 BUDGET?

Since This is the Fifteenth of What I Suspect Will be a Series of Additional Similar Inappropriate Third Party Membership Expenses, Let's Continue the Tally:

²⁸ This follow up request is included in the e-mail string attached as Exhibit "K."

²⁹ That written request is attached as Exhibit "L" to this written statement.

Organization	Yearly Dues	Running Total
SnoCountry	\$ 1,215	\$ 1,215
STOKE	\$ 700	\$ 1,915
T-NT Transport Mgmt Ass'n	\$ 2,000	\$ 3,915
BEAR League	\$ 250	\$ 4,165
North Nev Consort Coop Purchases	\$ 30	\$ 4,195
Nev Rural Water Ass'n	\$ 343	\$ 4,538
North Tahoe Bus Ass'n	\$ 300	\$ 4,838
NLT Conv & Visitors Bureau	\$ 4,050	\$ 8,888
Reno Tahoe Territory	\$ 150	\$ 9,038
Nevada League of Cities	\$ 3,968	\$ 13,006
Nat'l Ski Areas Ass'n	\$ 4,876	\$ 17,882
Ski California	\$ 4,578	\$ 22,460
Nat'l Golf Foundation	\$ 250	\$ 22,710
U.S. Golf Ass'n	\$ 150	\$ 22,860
Northern California Golf Ass'n	\$ 280	\$ 23,140
Unreimb Private NCGA Memberships	\$ 7,011	\$ 30,151

But There's More: Do you realize that there's a Northern Nevada Golf Ass'n³⁰ ("NNGA") which provides similar if not the same handicap services as NCGA? And the women's IVGC, Teesters and Mountain Niners golf clubs are *all* members³¹! And their dues are apparently less than NCGA's; \$30³² instead of \$39. So why are IVGC members, members of NCGA rather than NNGA? Why is IVGID unnecessarily paying NCGA more than NNGA members pay? Why is IVGID financially supporting a California organization versus a similar³³ Nevada organization³⁴?

³⁰ Go to <https://www.nnga.org/>.

³¹ Go to <https://www.nnga.org/membership/member-clubs>.

³² This is difficult to prove given neither association sells individual memberships. Notwithstanding, the Mountain Niners' Membership application is attached as Exhibit "M" to this written statement. I have placed an asterisk next to the following language: "Are you also a member of Teesters or IVGC Ladies" (remember, both of these clubs are members of the NNGA³¹)? If so "and (you) pay your GHIN fees through them...your MNGC ('Mountain Niners Golf Club') dues will be \$135.00" instead of \$165.00. In other words, the cost of NNGA membership is \$30/person.

³³ I say "similar" because NNGA membership provides: "a computerized USGA handicap index- USGA GHIN System...NNGA Membership card and Member Benefits Coupons...access to computers for posting of scores nationwide and the Internet; a sustaining benefit member card...access to peer review through our web site - www.nnga.org - Link to www.ghin.com...(The) opportunity to play in all NNGA and NSGA events. Opportunity to qualify via the points system to represent the NNGA at Team events, (i.e. Cobb/Whalen Cup - Haase/Whalen Cup-Brooks Park Cup Matches - Pacific Coast Amateur

Conclusion: Limited purpose political subdivisions like IVGID have no power to engage in for profit business enterprises as if they were private entrepreneurs, nor to rob from the poorest local parcel/dwelling unit owners to feed the “fat cat” rich, especially so the latter will come to the support of staff whenever necessary. Yet here IVGID staff contend otherwise. It’s called improper government action or waste³⁵! And staff are dragging us along for the ride with their need for financial subsidies.

I ask the Board to direct staff to discontinue expenditures such as this one, and to reduce the RFF by a like amount. I also ask the Board to do a complete audit of all NCGA memberships paid for by the public which have not been reimbursed, and to suspend the golf privileges of all IVGC members at either the Championship or Mountain Golf Course until these amounts are reimbursed, *plus* interest!

Finally, I ask the Board to terminate the employ of all staff in any manner associated with these activities and their attempted cover up. That means Kyle Thornburg, Susan Herron and Indra Winquest at the very least. Given NRS 318.180 gives the Board the express “power to hire and retain” these individuals, NRS 318.210 certainly gives them the implied and incidental power to terminate these individuals’ hire and no longer retain them as the public’s employees.

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

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

- USGA 3 - Man team). Access to seminars on Rules of Golf, handicapping information, course - rating classes. NNGA will assist you with questions regarding all matters involving Amateur Golf.”³⁴

³⁴ After all, “the NNGA (wa)s...founded to represent, promote and serve the best interests of golf *in the state of Nevada*” (go to <https://www.nnga.org/about-nnga>).

³⁵ NRS 281.611(1) defines “improper governmental action” as “any action taken by a...local governmental officer or employee in the performance of the officer’s or employee’s official duties...which is: (a) in violation of any state law or regulation...(c) an abuse of authority...or (e) *a gross waste of public money.*”

EXHIBIT "A"

Wed 1/30/2019 12:11 PM

Thornburg, Kyle W.
RE: NCGA inv 01-0253

voices
Hilaker, Mikie

Mikie

er digging into this a bit, Mel informed me that this bill should be paid directly by the IVGC golf club. I will forward this to their club president for processing right away.

ou have any questions or there's another process we should take with this invoice certainly let me know.

anks Mikie

le W. Thornburg, PGA
rim Director of Golf
Golf Courses at Incline Village
Fairway Blvd, Incline Village NV 89451
75) 832-2951
75) 832-1141
kwt@ivgid.org
golfincline.com

is responsible for paying those fees.

Original message
n: Thornburg, Kyle W. <kwt@ivgid.org>
1/29/19 12:41 PM (GMT-08:00)
Flaming, Melissa S. <mfl@ivgid.org>, Christopher, Schmidt <cms@ivgid.org>
ect: FW: NCGA inv 01-0253

the attached invoice is for IVGC and their annual NCGA Handicap Renewals. Do you remember in previous years if we pay this invoice and then bill the club directly? Or do they pay the invoice since it is addressed to their club? I've got an
il to McCloskey to see if he can help, but I thought you may be able to help with this as well

anks Mel

EXHIBIT "B"



Northern California
Golf Association

Post Office Box NCGA
Pebble Beach, CA 93953

INVOICE

(831) 625-4653

www.ncga.org

Club No. 53-0321-1

Invoice No. 01-0253

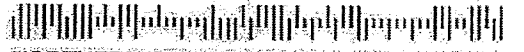
Total Due: ~~\$4,298.00~~ **\$4,135.00**

PLEASE REMIT MEMBERSHIP
PAYMENT ONLY TO:

1 MB *A-01-DSF-AM-03395-11



ATTN: ACCOUNTING DEPARTMENT
INCLINE VILLAGE GC
893 SOUTHWOOD BLVD
INCLINE VILLAGE NV 89451-7425



NORTHERN CALIFORNIA GOLF ASSOCIATION
PO BOX 743257
LOS ANGELES CA 90074-3257

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

INVOICE DATE	CLUB NO.	INVOICE NO.	TERMS
01/15/19	53-0321-1	01-0253	NET 30 DAYS
DESCRIPTION			AMOUNT
PREVIOUS BALANCE			163.00
2 JUNIOR EXEC MEMBERS @ 20.00			40.00
105 NEW MEMBERS @ 39.00			4095.00
<p>JAN 28 2019</p> <p>PD 01/01/2019 CK # 764849</p>			
			PAGE 1 OF 1
CURRENT	PAST DUE	TOTAL DUE	
\$4,135.00	\$163.00	<p>\$4,135.00</p> <p>\$4,298.00</p>	

NCGA...the most important
club in your bag.

CODES: MINUS (-) = CREDIT
CK = PAYMENT

EXHIBIT "C"



Northern California
Golf Association
Post Office Box NCGA
Pebble Beach, CA 93953

INVOICE

(831) 625-4653
www.ncga.org

Club No. 53-0321-1
Invoice No. 02-0253

Total Due: \$4,174.00

PLEASE REMIT MEMBERSHIP
PAYMENT ONLY TO:

1 MB *A-01-57Z-AM-01608-7
ATTN: ACCOUNTING DEPARTMENT
INCLINE VILLAGE GC
893 SOUTHWOOD BLVD
INCLINE VILLAGE NV 89451-7425

NORTHERN CALIFORNIA GOLF ASSOCIATION
PO BOX 743257
LOS ANGELES CA 90074-3257

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

INVOICE DATE	CLUB NO.	INVOICE NO.	TERMS
02/01/19	53-0321-1	02-0253	NET 30 DAYS
DESCRIPTION			AMOUNT
PREVIOUS BALANCE			4298.00
CK 769849	011419		163.00-
ADDED MEMBERS	0192-202 GOUGHSMITH ROBYNN	FEB 14 2019	39.00
			PAGE 1 OF 1
CURRENT	PAST DUE	NCGA...the most important club in your bag.	
\$39.00	\$4,135.00	CODES: MINUS (-) = CREDIT CK = PAYMENT	TOTAL DUE \$4,174.00




Thu 2/14/2019 3:51 PM

Thornburg, Kyle W.

RE: NCGA 02-0253

To: invoices

Cc: Whitaker, Mikie

 You replied to this message on 2/14/2019 3:41 PM.

new memeber coding = 320-31-990-7330

-LMM 2/16/19



Hi Mikie

I sent over payment approval for the first invoice so this second one should only be the \$39 charge.

If you have any questions certainly let me know.

Thanks Mikie

Kyle W. Thornburg, PGA

Interim Director of Golf

The Golf Courses at Incline Village

955 Fairway Blvd, Incline Village NV 89451

P: (775) 832-2961

F: (775) 832-1141

kwt@ivgid.org

<http://golfincline.com>

From: Whitaker, Mikie **On Behalf Of** invoices

Sent: Thursday, February 14, 2019 2:04 PM

To: Thornburg, Kyle W. <kwt@ivgid.org>

Cc: Whitaker, Mikie <MEW@ivgid.org>

Subject: NCGA 02-0253

Kyle:

I need your dollar amount you are approving on inv 01-0253.

If you are paying it then on this invoice we will owe just \$39.00.

Please reply to my email on 01-0253 and then this one so we do not make overpayments.

Thank you,

Mikie Whitaker

EXHIBIT "D"



Northern California
Golf Association

Post Office Box NCGA
Pebble Beach, CA 93953

INVOICE

(831) 625-4653
www.ncga.org

Club No. 53-0321-1
Invoice No. 03-0204

Total Due: \$-2,406.00

PLEASE REMIT MEMBERSHIP
PAYMENT ONLY TO:

1 MB *A-01-5RS-AM-03649-13
ATTN: ACCOUNTING DEPARTMENT
INCLINE VILLAGE GC
893 SOUTHWOOD BLVD
INCLINE VILLAGE NV 89451-7425

NORTHERN CALIFORNIA GOLF ASSOCIATION
PO BOX 743257
LOS ANGELES CA 90074-3257

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

INVOICE DATE	CLUB NO.	INVOICE NO.	TERMS
03/01/19	53-0321-1	03-0204	NET 30 DAYS
DESCRIPTION			AMOUNT
PREVIOUS BALANCE			4174.00
CK770182			4174.00-
CREDITS			3186.00-
ADDED MEMBERS			
7408-270 ANNESE THOMAS GUISEPPE			39.00
2652-075 BROWN KEVIN			39.00
7521-442 CAMPBELL JOSEPH			39.00
4350-153 DOLLAR JOHN			39.00
1340-440 ESPINOSA RICK			39.00
0192-202 GOUGHSMITH ROBYNN			39.00
8619-321 HANCOCK JOHN			39.00
4441-922 HAYES CAROL			39.00
0524-063 JENSEN CHARLES			39.00
7408-292 MATTINGLY MATT			39.00
4848-766 NAVONE ERIK			39.00
9093-069 PAULSON BRIAN			39.00
1048-335 SATHE STEVE			39.00
3943-064 SILVEIRA ROD			39.00
0192-199 SMITH JEFFREY			39.00
5072-927 STUBENBERG DAVID			39.00
★ 1558-546 THORNBURG KYLE W			39.00
1600-915 WIEBE WARREN			39.00
0906-569 WOOD PAUL H			39.00
2508-325 YOUNG ERWIN			39.00
<p style="text-align: center;">NCGA CK # 67798 31122019 @ 2,406.00</p>			
			PAGE 1 OF 1
CURRENT	PAST DUE	NCGA...the most important club in your bag.	
\$780.00	\$-3,186.00	CODES: MINUS (-) = CREDIT CK = PAYMENT	
		TOTAL DUE	\$-2,406.00

Accounts Payable Check Request

Please print or type all information.



This form is to be used for
(check all that apply):

Out-of-Cycle Check Requests

When no invoice will be available

Advances for business expenses

1. Vendor Information	
Vendor/Employee #:	2193.001
Name:	NGCA
Street Address:	
City, State & Zip:	LA, CA
*Please Complete Vendor/Employee # & Address info	

2. Special Instructions
Date Check Needed By:
<input type="checkbox"/> Next Check Run
<input type="checkbox"/> Other:

3. Reason for Out-of-Cycle Check:
<input type="checkbox"/> Discount <input type="checkbox"/> Contract <input type="checkbox"/> Avoid Penalty
<input type="checkbox"/> Other, explain:

4. Description of Purchase or Date of Travel for Advance
Credit for Golf club members - (\$3,186.00)
Ck 67798 refund received for partial credit - \$2,406.00
Payment of additional members 20 X \$39.00 = \$780.00

5. Purchase Order, please list Purchase Order Number:

6. Accounting Code (Fund-Dept-Div-Object) (example: 100-00-000-7415)		
Acct #	Amount	Description
320-31-990-7330	(\$3,186.00)	CR over payment club members
320-31-990-7330	\$2,406.00	RFD ck #67798
320-31-990-7330	\$780.00	Add'l members - 20 @ \$780.00
- - -		
- - -		
- - -		
Total:		\$ 0.00

7. Requested By:	Approved By:
Name: Rob Bruce	Name: Lori Pommerenck
Full Signature:	Full Signature:
Department: Golf / 1 st Assistant to Pro	Department: Acct/Finance
Date: 03/19/2019	Date: 03/19/2019

EXHIBIT "E"



Northern California
Golf Association
Post Office Box NCGA
Pebble Beach, CA 93953

INVOICE

(831) 625-4653
www.ncga.org

Club No. 53-0321-1
Invoice No. 04-0187

Total Due: \$156.00

PLEASE REMIT MEMBERSHIP
PAYMENT ONLY TO:

1 MB *A-01-67R-AM-02394-10
ATTN: ACCOUNTING DEPARTMENT
INCLINE VILLAGE GC
893 SOUTHWOOD BLVD
INCLINE VILLAGE NV 89451-7425

NORTHERN CALIFORNIA GOLF ASSOCIATION
PO BOX 743257
LOS ANGELES CA 90074-3257

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

INVOICE DATE	CLUB NO.	INVOICE NO.	TERMS
04/01/19	53-0321-1	04-0187	NET 30 DAYS
DESCRIPTION			AMOUNT
PREVIOUS BALANCE			2406.00-
REFUND 3/13/19 031319			2406.00
ADDED MEMBERS			
6502-232 CLARK J DAVIS			39.00
8141-912 ELLERBECK BOB			39.00
1465-015 MARSHALL ALAN			39.00
2288-341 MEADVILLE JOSHUA			39.00
APR 00 2019			
CURRENT			
PAST DUE			
\$156.00	\$0.00	NCGA...the most important club in your bag. CODES: MINUS (-) = CREDIT CK = PAYMENT	
TOTAL DUE			\$156.00
PAGE			1 OF 1



Mon 4/15/2019 2:49 PM

Thornburg, Kyle W.

RE: NCGA inv 04-0187

To: invoices; Robert E. Bruce

Cc: Whitaker, Mikie; Pommerenck, Lori A.; Howard, Darren

Hi Mikie

★ Ok to pay. Coding below:

320.31.990.7330

Thank you Mikie!

Kyle W. Thornburg, PGA

Head Golf Professional

The Golf Courses at Incline Village

955 Fairway Blvd, Incline Village NV 89451

P: (775) 832-2961

F: (775) 832-1141

kwt@ivgid.org

<http://golfincline.com>

From: Whitaker, Mikie **On Behalf Of** invoices

Sent: Monday, April 15, 2019 9:46 AM

To: Robert E. Bruce <REB@ivgid.org>; Thornburg, Kyle W. <kwt@ivgid.org>

Cc: Whitaker, Mikie <MEW@ivgid.org>; Pommerenck, Lori A. <lap2@ivgid.org>

Subject: FW: NCGA inv 04-0187

Importance: High

Need coding and payment approval please.

Thank you,

Mikie

From: Whitaker, Mikie <MEW@ivgid.org> **On Behalf Of** invoices

Sent: Monday, April 08, 2019 1:49 PM

To: Robert E. Bruce <REB@ivgid.org>

Subject: NCGA inv 04-0187

EXHIBIT "F"



Northern California
Golf Association

Post Office Box NCGA
Pebble Beach, CA 93953

INVOICE

(831) 625-4653

www.ncga.org

Club No. 53-0321-1

Invoice No. 05-0185

Total Due: \$294.00

PLEASE REMIT MEMBERSHIP
PAYMENT ONLY TO:

1 MB *A-01-AQ5-AM-07552-32






ATTN: ACCOUNTING DEPARTMENT
INCLINE VILLAGE GC
893 SOUTHWOOD BLVD
INCLINE VILLAGE NV 89451-7425



NORTHERN CALIFORNIA GOLF ASSOCIATION
PO BOX 743257
LOS ANGELES CA 90074-3257

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

INVOICE DATE	CLUB NO.	INVOICE NO.	TERMS
05/01/19	53-0321-1	05-0185	NET 30 DAYS
DESCRIPTION			AMOUNT
PREVIOUS BALANCE			156.00
CK 770643 042219			156.00-
ADDED MEMBERS			
0192-218	ANDREWS JAY		49.00
6134-622	BURAU JAMES	MAY 09 2019	49.00
2236-499	DURICA WILLIAM		49.00
0778-670	KUCHULIS TERRI		49.00
4500-081	KUCHULIS BILL		49.00
1289-946	LONGSHORE PAUL R		49.00
			PAGE 1 OF 1
CURRENT	PAST DUE	NCGA...the most important club in your bag.	
\$294.00	\$0.00	CODES: MINUS (-) = CREDIT CK = PAYMENT	TOTAL DUE \$294.00

 Reply  Reply All  Forward



Thornburg, Kyle W.
RE: NCGA inv 05-0185

invoices; Robert E. Bruce; + 2

4:10 PM

Ok to pay:

820-81-990-7330

Thanks Mikie!

Kyle W. Thornburg, PGA
Head Golf Professional
The Golf Courses at Incline Village
955 Fairway Blvd, Incline Village NV 89451
P: (775) 832-2961
F: (775) 832-1141
kwt@ivgid.org
<http://golfincline.com>

From: Whitaker, Mikie <MEW@ivgid.org> On Behalf Of invoices
Sent: Thursday, May 16, 2019 3:54 PM
To: Robert E. Bruce <REB@ivgid.org>; Thornburg, Kyle W. <kwt@ivgid.org>
Cc: Whitaker, Mikie <MEW@ivgid.org>; Pommerenck, Lori A. <lap2@ivgid.org>
Subject: FW: NCGA inv 05-0185
Importance: High

Microsoft Exchange  Automatic Replies  100%

EXHIBIT "G"



Northern California
Golf Association

Post Office Box NCGA
Pebble Beach, CA 93963

INVOICE

(831) 625-4653

www.ncga.org

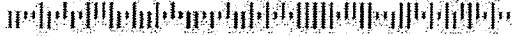
Club No. 53-0321-1

Invoice No. 06-0178

Total Due: \$1,901.00

PLEASE REMIT MEMBERSHIP
PAYMENT ONLY TO:

1 MB *A-01-F36-AM-05537-22



ATTN: ACCOUNTING DEPARTMENT
INCLINE VILLAGE GC
893 SOUTHWOOD BLVD
INCLINE VILLAGE NV 89451-7425



NORTHERN CALIFORNIA GOLF ASSOCIATION
PO BOX 743257
LOS ANGELES CA 90074-3257

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

INVOICE DATE	CLUB NO.	INVOICE NO.	TERMS
06/01/19	53-0321-1	06-0178	NET 30 DAYS
DESCRIPTION			AMOUNT
PREVIOUS BALANCE			294.00
ADDED MEMBERS			
3055-390	APKER MICHAEL	JUN 10 2019	49.00
3017-690	BAKER WENDY		49.00
3384-979	BENKA MARK ALAN		49.00
7715-954	BROWNE RUSS		49.00
★3043-962	CLOUTHIER JACK		49.00
0592-211	COMMERFORD NEIL		49.00
9890-153	CONNORS KARRIE		49.00
0906-442	COPPIN ED		49.00
0097-781	CORNELL MITCHELL JAMES		49.00
2742-871	FERMOILE DOUG		49.00
1255-595	FOOS JOHN		49.00
0192-192	HOLLINGSWORTH DON		49.00
4500-075	HOOPENGARDNER DAVID		49.00
3031-595	JAKOBOWSKI JAMES		49.00
0107-714	JAURENA MICHAEL		49.00
0579-489	KARON ADAM		49.00
1726-358	KENNEDY SHARON		49.00
6481-888	KINSMAN KENNY		49.00
9544-416	LEONESTO JACK		49.00
3017-794	NALBANDIAN STEPHEN		49.00
3864-614	PARSONS LONNY		49.00
6044-365	PATTEN MATT		49.00
0906-510	PULVER GARY		49.00
6359-200	ROBINSON TONY		49.00
8659-930	SCHLEISMAN ELAINE		49.00
1050-769	SNYDER JASON		49.00
1621-076	SPALLONE DOMINIC		49.00
1830-629	SPALLONE NICK		49.00
Continued on next page...			PAGE 1 OF 2
CURRENT	PAST DUE	NCGA...the most important club in your bag.	
\$1,607.00	\$294.00	CODES: MINUS (-) = CREDIT CK = PAYMENT	TOTAL DUE ▶ \$1,901.00

Reply Reply All Forward



Thornburg, Kyle W.

Whitaker, Mike

11:58 AM

RE: NCGA 06-0178

Phish Alert

Get more apps

Ok to pay:

320-31-990-7330

Thanks Mikie!

Kyle W. Thornburg, PGA

Head Golf Professional

The Golf Courses at Incline Village

955 Fairway Blvd, Incline Village NV 89451

F: (775) 832-2981

F: (775) 832-1141

kwt@ivgid.org

<http://golfincline.com>

From: Whitaker, Mikie <MEW@ivgid.org>

Sent: Wednesday, June 19, 2019 11:18 AM

To: brucebelow@comcast.net; Thornburg, Kyle W. <kwt@ivgid.org>

Subject: FW: NCGA 06-0178

Importance: High

Need coding and payment approval please.

Thank you,

Mikie

From: Whitaker, Mikie

Sent: Monday, June 10, 2019 4:22 PM

To: Robert E. Bruce <REB@ivgid.org>

Subject: NCGA 06-0178



Past Due amount of \$294.00 was already paid with check #770967 on 05/22/19 for invoice 05-0185
Claudia D.

EXHIBIT "H"



Northern California
Golf Association
Post Office Box NCGA
Pebble Beach, CA 93953

JAN 7 2020

INVOICE

(831) 625-4653

Club No: 53-0321-1

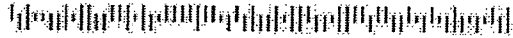
Total Due: \$163.00

www.ncga.org

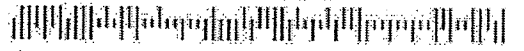
Invoice No: 13-0201

PLEASE REMIT MEMBERSHIP
PAYMENT ONLY TO:

1MB *A-01-YY2-AM-06069-26



ATTN: ACCOUNTING DEPARTMENT
INCLINE VILLAGE GC
893 SOUTHWOOD BLVD
INCLINE VILLAGE NV 89451-7425



NORTHERN CALIFORNIA GOLF ASSOCIATION
PO BOX 743257
LOS ANGELES CA 90074-3257

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

INVOICE DATE	CLUB NO.	INVOICE NO.	TERMS
12/18/19	53-0321-1	13-0201	NET 30 DAYS
DESCRIPTION			AMOUNT
<p>In late January you can expect to receive an invoice for the individuals appearing on your January 15, 2020 roster. The deadline for removing golfers from this roster to avoid billing is January 14th, 2020 at 6PM PST</p>			
2020 COMPUTER LEASE 121819			★ 100.00
2020 CLUB DUES 121819			180.00
3 ANNUAL COMP MEMBERSHIPS 121819			117.00-
			PAGE 1 OF 1
CURRENT	PAST DUE	NCGA...the most important club in your bag.	
\$163.00	\$0.00	CODES: MINUS (-) = CREDIT CK = PAYMENT	
		TOTAL DUE	\$163.00



Tue 1/7/2020 3:32 PM

Thornburg, Kyle W.

RE: Northern California Golf Assoc 13-0201 \$163.00 kyle Thournberg 01.07.20.pdf approval

To invoices; Howard, Darren

★ Ok to pay. Coding below:

320-31-990-7330

Thank you!

Kyle W. Thornburg, PGA

Head Golf Professional

The Golf Courses at Incline Village

955 Fairway Blvd, Incline Village NV 89451

P: (775) 832-2961

F: (775) 832-1141

kwt@ivgid.org

<http://golfincline.com>

From: DaSilva, Claudia C. <ccd@ivgid.org> On Behalf Of invoices

Sent: Tuesday, January 7, 2020 3:31 PM

To: Thornburg, Kyle W. <kwt@ivgid.org>; Howard, Darren <jd@ivgid.org>

Subject: Northern California Golf Assoc 13-0201 \$163.00 kyle Thournberg 01.07.20.pdf approval

We are in receipt of an invoice that needs your approval. Please provide "OK" to pay and account to be charged.

Send back for payment processing.

If you have any questions do not hesitate to contact me.

Thanking you in advance for your help on this request.

Claudia DaSilva

Accounting Technician

P (775) 832-1149

F (775) 832-1249

EXHIBIT "I"

9/17/2020


RE: Records Request - Third Party Group/Organization Membership/Other Fees/Expenses - Further Follow Up - More

RE: Records Request - Third Party Group/Organization Membership/Other Fees/Expenses - Further Follow Up - More

From: "Herron, Susan" <Susan_Herron@ivgid.org>
To: "'s4s@ix.netcom.com'"
Subject: RE: Records Request - Third Party Group/Organization Membership/Other Fees/Expenses - Further Follow Up - More
Date: Sep 8, 2020 3:50 PM
Attachments: [NDEP_2019.01.22 M_Murphy.pdf](#) [GFOA 2020 Membership - Director of Finance.pdf](#) [Northern California Golf Assoc 13-0201 \\$163.00 kyle Thournberg 01.07.20.pdf](#)

Dear Mr. Katz,

Here is what I have on your new list:

1. California Water Environment Ass'n. Both memberships for IVGID as well as employees in IVGID's PW Dept; **Nothing to provide**
2. Nevada Water Environment Ass'n. Both memberships for IVGID as well as employees in IVGID's PW Dept; **One invoice attached - NDEP**
3. Nevada League of Cities; **Sent in the first transmittal**
4. American Planning Ass'n. Both memberships for IVGID as well as IVGID employees; **Nothing to provide**
5. Professional Ski Instructors' Ass'n. Both memberships for IVGID as well as IVGID employees; **Nothing to provide**
6. Nat'l Ski Patrol Ass'n. Both memberships for IVGID as well as employees at IVGID's Ski Dept; **Nothing to provide**
7. Tahoe Business Exchange; **Nothing to provide; believe this group is now defunct**
8. Rotary Club; **Still looking**
9. Costco; **Yes, IVGID has a Costco membership which is billed annually on our credit card statement just like it is done for you as an individual**
10. Government Finance Officer's Ass'n. Both memberships for IVGID as well as IVGID employees. **One invoice attached – GFOA 2020**
11. California Parks and Recreation Society (not memberships for the two employees you provided, but IVGID itself); **Nothing to provide**
12. Nevada Parks and Recreation Society. Both memberships for IVGID as well as IVGID employees; **Still looking**
13. National Parks and Recreation Association. Both memberships for IVGID as well as IVGID employees. **Nothing to provide**
14. Also I believe there's some "turf" organization at least one of our golf maintenance personnel is a member of. I don't have the name off hand but I recall this person and possibly one additional person sought reimbursement of airline/other costs to go to a conference in Florida. **Still looking**
15. The Nat'l golf course owners' ass'n; **Nothing to provide**
16. The professional golfers' ass'n; **Nothing to provide**
17. The Northern California Golf Ass'n. You've provided invoices to IVGID for a series of individual memberships the cost of which I am presuming are passed on to the individual members themselves. But you've provided no invoices which evidence the fact IVGID or its golf courses are members themselves. Are they? And if so, where are the records which evidence that membership? **Look at invoice 13-0201 attached** 

I will continue to research the 3 "still looking" ones and provide what I am able to locate.

Susan

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

Sent: Tuesday, September 8, 2020 1:43 PM

To: Herron, Susan <Susan_Herron@ivgid.org>

Subject: RE: Records Request - Third Party Group/Organization Membership/Other Fees/Expenses - Further Follow Up - More

Sorry,

18. Isn't there a municipal clerk's association you are a member of and your dues are paid by IVGID? Assuming yes, is IVGID a member as well?

Please add this one to the list.

Thank you, Aaron Katz

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

From: s4s@ix.netcom.com

Sent: Sep 7, 2020 12:46 PM

To: "Herron,Susan"

Subject: RE: Records Request - Third Party Group/Organization Membership/Other Fees/Expenses - Further Follow Up - More

Sorry.

How about:

EXHIBIT "J"

EXHIBIT "K"

Re: Northern California Golf Association Invoicing Clarification - Request For Further Documents - Follow Up

From: s4s@ix.netcom.com
To: "Susan_Herron@ivgid.org"
Cc: "ISW@ivgid.org" <ISW@ivgid.org>, Callicrate Tim <tim_callicrate2@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Morris Peter <morris_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>
Subject: Re: Northern California Golf Association Invoicing Clarification - Request For Further Documents - Follow Up
Date: Sep 17, 2020 11:48 AM

Hello Ms. Herron -

I made the requests below more than five (5) business days ago, and so far no response [as you know NRS 239.0107 requires responses to public record requests within five (5) business days].

I understand some of the requests are for "information." However, you're IVGID's Information Officer meaning the source for answering questions such as these.

Moreover in the past, you have regularly provided substantive answers to public records requests rather than the requested records themselves. So why wouldn't you do the same here?

Are you planning on providing the answers and records requested and if so, when?

Thank you for your cooperation. Aaron Katz

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

From: s4s@ix.netcom.com

Sent: Sep 7, 2020 8:54 PM

To: "Susan_Herron@ivgid.org"

Subject: Northern California Golf Association Invoicing Clarification - Request For Further Documents

Hello Ms. Herron -

You have provided me with three sets of NCGA invoices.

The first is January 15, 2019 in the sum of \$4,135.

It shows a previous balance of \$163 (which was paid on January 9, 2019).

The second is February 1, 2019 in the sum of \$39.

The third is March 1, 2019 in the sum of \$780.

Were some or all of these invoices paid by IVGID? Was the previous \$163 invoice paid by IVGID?

If the answer is yes, which invoices/portions were paid by IVGID?

And with respect to which invoices/portions were paid by IVGID,

1. Were portions/all reimbursed to IVGID and if so, when, by whom, and in what amounts;
2. I would like to examine evidence of each of those reimbursements;
3. I would like to examine any requests for reimbursements originating from IVGID and directed to whomever;
4. I would like to examine evidence of chart of account number assignments evidencing how these reimbursements were reported by staff in our financial reporting system; and,
5. I would like to examine records evidencing what name(s) those reimbursements were assigned for purposes of our

9/19/2020

Re: Northern California Golf Association Invoicing Clarification - Request For Further Documents - Follow Up

applicable (2019) CAFR.

Thank you for your cooperation. Aaron Katz

Re: Northern California Golf Association Invoicing Clarification - Request For Further Documents - Follow Up - Further Follow Up

From: s4s@ix.netcom.com
To: "Susan_Herron@ivgid.org"
Cc: "ISW@ivgid.org" <ISW@ivgid.org>, Callicrate Tim <tim_callicrate2@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Morris Peter <morris_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>
Subject: Re: Northern California Golf Association Invoicing Clarification - Request For Further Documents - Follow Up - Further Follow Up
Date: Sep 17, 2020 11:48 AM

Hello Ms. Herron -

I made the requests below more than five (5) business days ago, and so far no response [as you know NRS 239.0107 requires responses to public record requests within five (5) business days].

Are you planning on providing the records requested and if so, when?

Thank you for your cooperation. Aaron Katz

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

From: s4s@ix.netcom.com
Sent: Sep 8, 2020 10:48 AM
To: "Susan_Herron@ivgid.org"
Subject: Re: Northern California Golf Association Invoicing Clarification - Request For Further Documents - Follow Up

Hello Ms. Herron -

This morning I received two add'l NCGA invoices. One dated May 1, 2019 in the sum of \$294, and the other dated June 1, 2029 in the sum of \$1,607.

Can you please add these two invoices to the list of questions and requests for records below so I get a comprehensive response?

Thank you, Aaron Katz

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

From: s4s@ix.netcom.com
Sent: Sep 7, 2020 8:54 PM
To: "Susan_Herron@ivgid.org"
Subject: Northern California Golf Association Invoicing Clarification - Request For Further Documents

Hello Ms. Herron -

You have provided me with three sets of NCGA invoices.

The first is January 15, 2019 in the sum of \$4,135.

It shows a previous balance of \$163 (which was paid on January 9, 2019).

The second is February 1, 2019 in the sum of \$39.

The third is March 1, 2019 in the sum of \$780.

Were some or all of these invoices paid by IVGID? Was the previous \$163 invoice paid by IVGID?

If the answer is yes, which invoices/portions were paid by IVGID?

And with respect to which invoices/portions were paid by IVGID,

1. Were portions/all reimbursed to IVGID and if so, when, by whom, and in what amounts;
2. I would like to examine evidence of each of those reimbursements;
3. I would like to examine any requests for reimbursements originating from IVGID and directed to whomever;
4. I would like to examine evidence of chart of account number assignments evidencing how these reimbursements were reported by staff in our financial reporting system; and,
5. I would like to examine records evidencing what name(s) those reimbursements were assigned for purposes of our applicable (2019) CAFR.

Thank you for your cooperation. Aaron Katz

EXHIBIT "L"

Let's Cut the Crap Indra - Why Have Staff Been Paying For Private Members of the IVGC's Membership Dues in the NCGA? Why Have Staff Been Burying the Expenditure as an Administrative Contract Between IVGID and the NCGA? And Where is the Evidence Any of These Expenditures Has Been Reimbursed by IVGC?

From: s4s@ix.netcom.com
To: "ISW@ivgid.org"
Cc: Callicrate Tim <tim_callicrate2@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Morris Peter <morris_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Dobler Cliff <cfdobler@aol.com>, Ray Tulloch <raytulloch@munrotulloch.com>, Aaron Derreck <DCA2319@yahoo.com>
Subject: Let's Cut the Crap Indra - Why Have Staff Been Paying For Private Members of the IVGC's Membership Dues in the NCGA? Why Have Staff Been Burying the Expenditure as an Administrative Contract Between IVGID and the NCGA? And Where is the Evidence Any of These Expenditures Has Been Reimbursed by IVGC?
Date: Sep 20, 2020 9:52 AM
Attachments: [Screen Shot 2020-09-19 at 10.20.31 PM.jpg](#)

Hello Indra -

You keep telling me how proud you are of your staff.

And how I'm the bad guy because I don't share in your respect for your colleagues.

And how open and transparent you and your staff are.

And how you and your staff are so ready to answer questions that members of the community ask.

And then I stumble across this one (IVGID's payment of IVGC's members' private dues in NCGA). Something that no one outside of staff has known about for years except IVGC members like Joe Wolf and Gene Brockman.

And before spilling the beans, I try to work civilly within the system through Ms. Herron (another one of your favored colleagues) to secure records evidencing the truth. And true to form, when I ask for records which may demonstrate staff wrongdoing or at the very least embarrassment, Ms. Herron "clams up." And in the process, she commits Public Records Act violations. Which I call to your as well as the Board's attention and neither does anything.

So I am appealing to you to show YOUR real colors.

Attached find a screenshot evidencing \$23,644 of IVGID payments to NCGA in the last 5 years, not including the \$7,011 in payments Ms. Herron has recently provided evidence of in response to my records requests. Putting aside the questions:

1. Why is staff even making these payments;
2. Why is staff making these payments on behalf of IVGC and NOT our other local golf clubs;
3. Why is staff using the resources of the public to accommodate these payments; and,
4. Why is staff burying these expenses in our financials by calling them an administrative contractual expense when there is nothing administrative nor contractual (insofar as IVGID is concerned) about it;

Where is the evidence IVGC has been billed by IVGID for the reimbursement of these expenditures;

Where is the evidence IVGID has actually been reimbursed; and,

How come IVGID is paying for this personal expense which benefits at least two IVGID employees [one of whom (Kyle Thornberg) actually approved payment]?

This evidence either exists or doesn't and giving you the benefit of the doubt that you don't know the answer, I expect you can discover the answer within but a handful of minutes.

So let's see how long it takes.

9/21/2020

Let's Cut the Crap Indra - Why Have Staff Been Paying For Private Members of the IVGC's Membership Dues in the NCGA? Why Have ...

And let's see what the truth turns out to be.

And don't make me the issue because I'm not.

And don't refuse my request because I'm allegedly disrespectful and uncivil. Because I'm not.

Thank you in advance for your hopeful cooperation. Aaron Katz

EXHIBIT "M"



PRIVACY
 This information is solely for use
 by Mountain Niners'
 Membership and registering for
 ForeTees and GHIN, and will not
 be shared otherwise.

Please complete the
 entire form.
 Applications that are
 incomplete or not
 signed and dated will
 be returned for
 completion.

2019 MOUNTAIN NINERS' MEMBERSHIP APPLICATION --- FOR RETURNING MEMBERS ---

Name _____ Spouse/Partner's Name _____

E-Mail Address _____ Preferred Contact Ph. No. _____

PLEASE PROVIDE THE FOLLOWING INFORMATION ONLY IF IT HAS CHANGED SINCE LAST YEAR

Incline Mailing Address _____ City, State & Zip _____

Incline Home Address _____ City, State & Zip _____

IVGID Resident Pass # _____ (if you have one). The schedule of green fees will be determined in May of 2019. Fees differ for resident and non-resident status.

Are you also a member of Teesters or IVGC Ladies - and pay your GHIN fees through them?
 If so, your MNGC dues will be \$135.00 for 2019.

RETURNING MEMBERS

Would you like to be a Buddy? _____
 Please circle the committee on which you
 would like to serve:
HOSPITALITY * TOURNAMENTS**

Pay your 2019 dues by
 November 30, 2018, and
 you will be eligible for a
 \$50 drawing.

Dues Schedule for 2019 (circle):

Golf Membership: \$165.00
Secondary: \$135.00
Social/Putter Only: \$ 90.00

There will be no discounted dues for late
 membership, nor refunds after June 1, 2019.

I agree to abide by the Bylaws and Standing Rules of the Mountain Niners Golf Club.

Date _____ Signature _____

Send application and check to: **MNGC, P.O. Box 6808, Incline Village, NV 89450.** If you have any questions, please call Martha Marsh at 775-357-2073. Your cancelled check will be your confirmation that your application has been received.

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 30, 2020 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENT – THINGS YOUR RECREATION FACILITY FEE (“RFF”) PAYS FOR WHICH HAVE NOTHING TO DO WITH MAKING PUBLIC RECREATION FACILITIES AVAILABLE FOR YOUR USE – HERE THE IVGID QUARTERLY MAGAZINE

Introduction: After three (3) budget workshops and now six (6) revised reduced revenue scenarios, just as a prelude to the District’s 2020-21 budget, staff have proposed a final budget which is *again* budgeted to the constant of RFF/Beach Facility Fee (“BFF”) and central services subsidies with essentially no reductions in initially proposed capital improvement project (“CIP”) expenditures¹. As long as staff refuse to budget to a lower or no RFF/BFF, lower central services cost subsidies, and/or reduced CIPs, *it doesn’t matter what cost cutting measures are implemented*. Insofar as local property owners are concerned, their RFF/BFF remain the same. Since staff refuse to propose less aggressive CIPs, or central services or RFF/BFF reductions, there’s only one way to force them into meaningfully reduced overspending. And that is to *take away the subsidies*. Meaning, reduction/elimination of the RFF/BFF, and reduction/elimination of central services cost transfers.

Here I concentrate on one of staff’s many unnecessary/wasteful expenditures that could easily be eliminated and reduce in some RFF reduction – the IVGID Quarterly. And that’s the purpose of this written statement.

The IVGID Quarterly: IVGID staff², rather than the IVGID Board, are the creator and publisher of the *IVGID Quarterly* magazine. This is a paid advertising laden magazine IVGID publishes six (6) times a year³ that benefits few who aren’t IVGID staff or advertisers.

¹ I say essentially *none* because out of \$3,792,040 initially proposed on Community Services Fund CIPs, staff finally proposed *a meager \$142,615 or 3.76%* reduction. But upon closer inspection there really was no reduction. \$113,985 of Mountain Golf cart acquisition costs have been reduced to \$0.00 [see page 33 of the packet of materials prepared by staff in anticipation of this May 19, 2020 Board meeting {https://www.yourtahoepace.com/uploads/pdf-ivgid/Packet-Workshop_5-19-2020.pdf (“the 5/19/2020 Board packet”)}] because of a lease rather than purchase. And insofar as initially proposed Beach Fund CIPs are concerned, *no reductions whatsoever* were proposed!

² To demonstrate this truism, listen to Sheila Leijon, a “Recreation Manager:” On behalf of “the Incline Village Parks & Recreation District,” I am “proud to present the Fall 2020 Recreation Guide edition of the *IVGID Quarterly*” [see page 6 at https://www.yourtahoepace.com/uploads/pdf-ivgid/IVGID_Qrtly_Sept2020.pdf (“the Fall Edition of the *IVGID Quarterly*”). *There is no such thing as the IV Parks & Recreation District!* Doesn’t a Recreation Manager know this? Moreover, IVGID Communications Coordinator Kari Ferguson, who is the *IVGID Quarterly’s* Copy Editor (see page 4 of the Fall Edition of the *IVGID Quarterly*), apparently doesn’t know this either. I and others have complained for some time that the *IVGID Quarterly* is a propaganda tool created by IVGID staff to promote IVGID staff at local parcel owners’ expense.

IVGID's Legal Authority to Be in the Magazine Publishing Business: We've had this discussion before. Is this an appropriate endeavor for a limited purpose State governmental subdivision⁴ which supposedly exists to provide services to local property owners [NRS 318.015(1)] Washoe County is unable or unwilling to provide⁵? General improvement districts ("GIDs") exist to *only* exercise those expressly enumerated powers in their initiating [see NRS 318.055(4)(b)] or supplemental (see NRS 318.077) ordinances as long as "one or more of those authorized in NRS 318.116, as supplemented by the sections of this chapter (NRS 318) designated therein," and *none other* [see A.G.O. 63-61, p.102, p. 103 (August 12, 1963)]. And according to *Dillon's Rule*, should there be "any fair, reasonable (or) substantial doubt concerning the existence (or lack of the existence) of power (it) is (to be) resolved... *against* the (municipal) corporation...(and) all acts beyond the scope of...powers granted are void" [*Ronnow v. City of Las Vegas* (1937) 57 Nev. 332, 343, 65 P.2d 133].

Take a look at NRS 318.116. Do you see anywhere that a GID is authorized to create or publish a magazine? Of course not! Are you aware of any such power having been granted to IVGID by the Washoe County Board of Commissioners in the former's initiating ordinance? How about in any subsequent supplemental ordinance? Again the answers are no, and no.

Is publishing a magazine laden with advertising, whereby the revenue generated from the advertising passes to a private third party vendor, in the best interests of local residents?

Although NRS 318.210 does state that a GID "board shall have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted in this chapter...to carry out the purposes and intent of this chapter" (NRS 318), is publishing a magazine a "necessary" activity for a limited purpose governmental subdivision of the State of Nevada? Of course not!

Is publishing a magazine incidental to or to be implied from the express basic powers of NRS 318.116 which have been granted to IVGID by the Washoe County Board⁶? Of course not!

Simply stated, IVGID has no legitimate authority to be publishing and distributing a magazine; let alone at the involuntary cost of local parcel owners.

³ "February, Spring/Summer Activity Guide (April), June, Fall/Winter Activity Guide (August), October and December."²⁴

⁴ NRS 318.075(1) instructs that IVGID is "a governmental subdivision of the State of Nevada."

⁵ "The purpose of a general improvement district is to provide municipal-type services to an area which needs them, but which may not need or want the full range of services implied by incorporation" [see ¶II, page 1 of Legislative Counsel Bureau Background Paper 83-4, *General Improvement Districts* (<https://www.leg.state.nv.us/Division/Research/Publications/Bkgground/BP83-04.pdf>)].

⁶ The powers to furnish facilities for water, sewerage, collection and disposal of garbage and refuse, and public recreation.

Creation, Distribution and Costs of Creating the *IVGID Quarterly*: The magazine is “mailed (at IVGID’s expense) to 6,900 homes, including second homeowners living across the United States. (An additional 2,500 copies (are printed) for locals and distributed at amenity areas throughout Incline Village...Additional...copies (are)...inserted (and distributed) in the (Tahoe Tribune) newspaper(. Finally, an) 5,000 additional copies (are)...distributed locally. (According to IVGID), each issue reaches *over 20,000 people*”⁷ notwithstanding there are only 8,203 parcels/dwelling units being assessed the RFF in Incline Village/Crystal Bay⁸.

In addition to mailing costs of \$4,041.09 (\$3,691.38 plus \$349.71) per issue⁹, and \$1,706.68 in additional printing costs for the additional 2,500 printed for locals¹⁰, thousands if not tens of thousands of dollars of unreimbursed staff time¹¹ are spent preparing content for and approving lay out/mock up for each edition. Take a look at the latest (Fall 2020) edition¹² and you will see that Paul Raymore (IVGID’s Marketing Manager) is the Managing Editor. And Kari Ferguson (IVGID’s Communications Coordinator) is the Copy Editor. And Kerrie Tonking (a Parks & Rec Admin Coordinator) is the magazine’s front page photographer. And IVGID employees/dedicated third party contractors Randy Berg, Neill Gunn, Bev Keil, Tim Kelly, Shelia Leijon, Trish McKowen, Sandi Soli, Kyle Thornburg, Jill Whistler and Ashley Wood are *all* contributors.

Additionally, there are the \$273.47 in fees the District must pay the Tahoe Daily Tribune to have our magazines stuffed into its newspapers¹³ which are distributed to visitors and the general

⁷ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/Media_Kit_IVGID.pdf.

⁸ See page 153 of the packet of materials prepared by staff in anticipation of the Board’s May 7, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/5-7-2020_Workshop_Packet.pdf (“the May 7, 2020 Board packet”)].

⁹ See the April 29, 2020 charge in this amount (https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Check_Run_04.16.20_to_04.29.20.pdf) to the printer of the magazine for the spring 2020 issue. This charge is backed up by Creative Concept Media’s (“CC Media’s”) invoice #024215, a copy of which is attached as Exhibit “A” to this written statement (note: this charge equates to nearly \$1,350 per month).

¹⁰ See CC Media’s invoice #023330, a copy of which is attached as Exhibit “B” to this written statement (note: this charge equates to \$0.68275 per magazine).

¹¹ On July 1, 2020 I made a records request upon IVGID’s Public Records Officer (“PRO”), Susan Herron, to examine records evidencing the time each contributing staff member devoted to performing any work whatsoever associated with the Spring 2020 edition of the IVGID Quarterly. On July 7, 2020 Ms. Herron provided this response: “staff doesn’t keep track of their time and therefore there are no public records to provide.” A copy of Ms. Herron’s response to my request with an asterisk next to the quoted language is attached as Exhibit “C” to this written statement.

¹² See page 4 of the Fall Edition of the *IVGID Quarterly*.

¹³ Sierra Sun invoice #0000212243 in this amount is attached as Exhibit “D” to this written statement.

public. Sometimes additional costs for special services like \$158.07 for placing holes in each magazine¹⁴ for a wall calendar¹⁵ are incurred. Or paying \$150 for a photograph taken by an outside vendor which appears on the cover/inside of the magazine¹⁶. Or paying someone \$100 or more to create a “feature article” which appears in the magazine like Mark McLaughlin’s December 2016 edition of the *IVGID Quarterly* (go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Qrtly-Dec_2016.pdf) piece on Diamond Peak.

Finally, this magazine is not just a recreation resource for local parcel owners. Besides the fact more copies of the magazine are made available to members of the general public than local parcel owners, paid advertising runs in the magazine and as the reader will see, CC Media Publishing retains *all* of the advertising revenue in consideration of its creation and printing of the magazine.

From January 24, 2018-January 23, 2020 IVGID, a Period of Two (2) Years, IVGID Spent an Unbelievable \$50,099.30 Just With CC Media For the Creation and Mailing of *IVGID Quarterly* Magazines¹⁷: That’s nearly \$25,500 per year or \$2,125/month on average!

And We Paid CC Media an Additional \$5,925/Year in *Transferable* Diamond Peak Daily Adult Lift Tickets: “IVGID’s duties...(are) to provide...(75) Diamond Peak Ski Resort...transferable...Daily Lift Tickets per contracted ski season (to CC Media), valued at \$79 each.”²¹ That’s another \$493.75/month on average, in lost revenues.

And If We Include Some of the Above-Referenced Ancillary Costs, and the Tens of Thousands of Dollars of Unreimbursed Staff Time, We're Looking at Sizeable Costs Associated With the Creation and Distribution of This Magazine: all of which are subsidized by the RFF.

An Example of Staff’s Lack of Transparency and Deceit So You Wouldn’t Otherwise Learn of These Expenses Were it Not For This Written Statement: Staff revels in the misnomer they are

¹⁴ See the asterisk placed next to this charge on Panda Printing & Mailing invoice #32258, a copy of which is attached as Exhibit “E” to this written statement.

¹⁵ See the calendar inside the October 2019 issue of the magazine (go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Qrtly_OCT-2019.pdf).

¹⁶ The Spring 2020 edition of the *IVGID Quarterly* (https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Qrtly_April2020.pdf) has a photograph on the front cover which is credited to Jen Schmidt Photography. Previous editions of the magazine have credited cover photography to local photographers Chris Talbot, Philip England and Ryan Salm. Although a prior records request asked for Ms. Schmidt’s invoicing for her photograph identified above, Ms. Herron responded there was none. I’m sorry, I don’t believe her response. Professional photographers don’t work for free and in contrast I have attached a \$150 invoice from Ms. Schmidt for a different *IVGID* photography assignment as Exhibit “F” to this written statement. In my opinion this is likely the fee incurred for the subject photograph was a similar \$150.

¹⁷ I have a spreadsheet if anyone wants to look.

transparent in their financial reporting¹⁸. “In an effort to enhance transparency in financial reporting, IVGID...allows citizens to explore IVGID's financial data online.”¹⁴ IVGID assigns a Chart of Account (“COA”) Name and Number to every one of its expenditures so they can be readily retrieved for financial reporting purposes. According to IVGID’s legend to its COA structure¹⁹, the above-referenced CC Media expenditures have been assigned the following four COA numbers: 360.49.990.74 and 100.14.70.70. The first series of numbers corresponds to: overhead and administration associated with IVGID’s Community Services Administration sub-fund²⁰. And the second corresponds to: paid advertising associated with community relations assigned to IVGID’s General Fund. How would one know that truthfully, these expenditures had nothing to do more than payment for costs associated with the IVGID Quarterly?

Take a Look at Our Contract With CC Media²¹; We Get *NONE* of the Advertising Revenue:

Although CC Media may “retain all advertising sales revenue” in the IVGID Quarterly²², when it comes to IVGID eBlasts, “CC Media and IVGID (shall) share 50/50 revenue on these ad sales.”²³ So I made a records request upon Ms. Herron asking to examine records evidencing the revenue IVGID realized as a result of this 50/50 revenue split. And Ms. Herron responded there was *none*.

Who Determines the Content Within the IVGID Quarterly? “Use, type and display criteria of all advertisements in the IVGID Quarterly shall be determined by IVGID’s General Manager or, in the case of his absence, his designee.”²⁴

Who the IVGID Quarterly is Not For? Local parcel owners to whom each edition is mailed. In today’s era of information technology, any parcel owner who wants to learn what’s going on in Incline Village/Crystal Bay can easily learn by going onto the District’s web site (yourtahoeplace.com) and visiting the many social media pages (such as Next Door, Facebook, IVGID comm, Our Village Voice, IV/CB Matters, etc.) which serve as a sounding board for matters of local concern. To assert that local

¹⁸ Go to <https://www.yourtahoeplace.com/ivgid/financial-transparency>.

¹⁹ This document is a useful tool to our Board of Trustees, Staff, and our public. This legend...is a useful tool to our Board of Trustees, staff, and our public (and it)...includes four elements – Fund, Department, Division, and Object. This legend (is)...especially helpful in understanding the coding on our...Payment of Bills located on our website” (see <https://www.yourtahoeplace.com/ivgid/financial-transparency/legend-of-our-account-structure>).

²⁰ For years I and others have pointed out that this is a completely phony expense category having nothing to do with administration of the District’s public recreation facilities. Now we have real evidence these assertions are true.

²¹ That contract with amendments are collectively attached as Exhibit “G” to this written statement.

²² See the asterisk next to the quoted language on page 1 of the CC Media contract²¹.

²³ See the asterisk next to the quoted language on page 2 of the CC Media contract²¹.

²⁴ Go to <http://cc.media/wp-content/uploads/2019/12/CCMedia-Publications-Media-Kit-2020.pdf>.

property owners who are assessed the RFF/BFF don't know what recreation facilities/services are available for their use (which is what staff assert), is disingenuous at best and an intentional falsehood at worst. Finally, to gauge the value of this magazine to those to whom the magazine is mailed, I suggest you go to the Incline Village and Crystal Bay post offices at/about magazine mailing day. Hundreds if not thousands of our magazines are thrown in the large waste bins placed in both lobbies.

Who is the *IVGID Quarterly* is Really For? Staff, staff, staff and their "favored collaborator" advertisers. I and others have complained for some time that we have way too many employees who don't have enough work to warrant full time jobs. And here we have stark evidence in support of this assertion. Putting out a magazine six (6) times a year is a major, major endeavor. How can our Managing and Copy Editors have the time to attend to the *IVGID Quarterly* and still perform their public jobs? And the same with the many staff contributors to each edition of the magazine. Because we don't have enough work for them to do, staff have found other jobs to keep them busy.

If staff didn't hire personnel to split their time working for the *IVGID Quarterly*, they wouldn't need to be full time employees. And if they weren't full time employees, local property owners wouldn't have to provide costly benefits like health and dental insurance.

Take a look at some of the articles which appear in the magazine. What we see are subliminal efforts to justify authors' and their public employee colleagues' public employment. And excessive compensation/benefits.

Not only do the articles in the magazine paint our public employees in a positive light, they advertise our recreation facilities and services to the world's tourists! The magazine is one big advertising rag.

The magazine is used as a propaganda piece by staff/the Board. Look at our recreation venue managers. Look at all we've accomplished. Look at our trustees (for re-election purposes). Look at their bios. Look how wonderful we're doing. When our un-elected GM has the power to exercise unilateral censorship over what appears in this magazine²⁴, how can you expect anything less?

Conclusion: Hopefully I have demonstrated that we just can't trust our staff to limit their expenditures at local property/dwelling unit owners' expense, to just those which provide special benefits to just those whose properties are involuntarily assessed. Without those unnecessary and wasteful expenditures that I and others have heretofore called to the Board's attention, realistically, the RFF/BFF can at the very least be substantially reduced, if not eliminated altogether. And that's exactly what the Board should do. Eliminate the subsidy of the RFF/BFF on expenditures such as the *IVGID Quarterly*, and then reduce the RFF/BFF by a like amount. Are you Board members going to continue business as usual? Or are you going to take away staff's budgeting for excessive spending? Hopefully each of you will eliminate the wasteful expenditures I have shared in this written statement.

And to those asking why our RFF/BFF are as high as they are, and never seem to go down, now you have another example of the reasons why. Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

EXHIBIT "A"



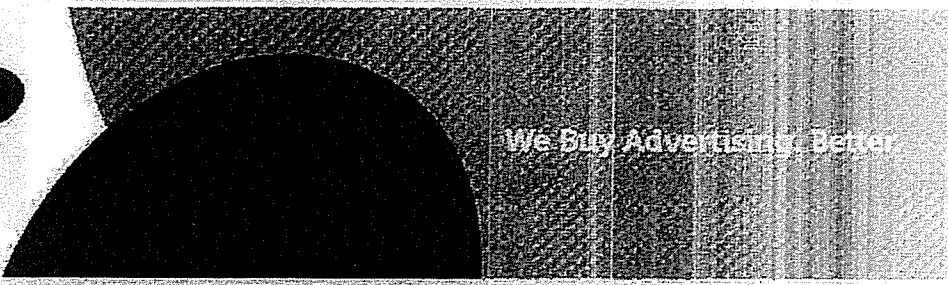
IVGID
 893 Southwood Blvd
 Incline Village, NV 89451

MAGAZINE INVOICE

Invoice Number : 024215
 Date : 4/23/2020
 Page : 1 of 1

	Order Months	Bill Amount
Vendor: IVGID Magazine		
Order: 001931		
Headline: IVGID - Postage Editorial Issue: April 2020	Apr 2020	3,691.38
Headline: IVGID - Datat Conversion + Direct Addressing Editorial Issue: April 2020	Apr 2020	349.71
Vendor: IVGID Magazine		
Order: 002294		
Headline: 2,500 additional issues at \$0.62967 each = \$1,574.18 Editorial Issue: April 2020	Apr 2020	1,585.60
Total		5,626.69
		Total \$5,626.69

EXHIBIT "B"



IVGID

MAGAZINE INVOICE

Invoice Number : 023330
Date : 9/1/2019
Page : 1 of 1

	Order Months	Bill Amount
Vendor: IVGID Magazine Order: 002294		
	Apr 2019	1,706.88
Headline: 2,500 additional issues at \$0.68275 each = \$1,706.88 Editorial Issue: April 2019		
	Total	1,706.88
		Total \$1,706.88

to

EXHIBIT "C"

Subject: RE: Records Request - IVGID Quarterly - Follow Up Requests

From: "Herron, Susan" <Susan_Herron@ivgid.org>

Date: 7/7/2020, 7:01 PM

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>, "Peter Morris" <morris_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>

Dear Mr. Katz,

Responses to your records request are shown in **blue** below:

1. The dates and times Paul Raymore, Kari Ferguson, Darren Howard, Sheila Leijon, Jaclyn Ream, and Ashley Wood each expended performing any work whatsoever associated with the latest Spring 2020 edition of the IVGID Quarterly;



Staff doesn't keep track of their time and therefore there are no public records to provide to you.

2. Assuming you're going to respond that staff doesn't keep track of this time and thus you have no records to examine, suggest to me how the public is supposed to determine the percentage of work effort spent by these employees associated with preparation of the IVGID Quarterly Magazine? In this regard I call to your attention NRS 239.0107(1)(c)(2) which requires you to "make a reasonable effort to assist the requester to focus the request in such a manner as to maximize the likelihood the requester will be able to inspect, copy or receive a copy of the public book or record (he/she seeks to examine) as expeditiously as possible;

Presently, I do not have a suggestion for you as Staff doesn't track their time.

3. The contract with CC Media states there is some advertising revenue which is split with IVGID. Thus I would like to examine records since inception of the CC Media contract which evidence the dates and amounts of payment from CC Media to IVGID of a portion of IVGID Quarterly advertising revenues.

There has been no advertising revenue which is split with IVGID therefore there are no records to provide to you. However, in 6. below I am providing you with the requested invoices.

4. Who mocks up and lays out what is printed in the IVGID Quarterly prior to printing? The contract with CC Media states IVGID is responsible for "all edited copy, photos and cover art for placement" in the Quarterly. This tells me that it is IVGID which is responsible for mock up and lay out.

If so, is this done in house and if so by whom? Is it done with a third party other than CC Media for which we pay? Assuming the latter, I would like to examine any contracts we have with that third party and all invoicing from or for payment to this third party from May 1, 2019 to the present.

CC Media provides a draft copy of the IVGID Quarterly to IVGID; the draft is not done by IVGID.

5. The contract with CC Media requires IVGID to pay additional printing costs whenever more than 6,900 copies are printed. I would like to examine all invoicing from CC Media to IVGID for IVGID printing costs, including excess printing costs, from May 1, 2019 to the present.

Attached are eight invoices and, for the record, I would like to note that three of the invoices (023330, 023331 and 023196) are duplicates to a similar record request that you made on September 8, 2019.

This completes your request.

Susan

EXHIBIT "D"



PO Box 1888
Carson City, NV 89702-1888

Address Service Requested

IVGID/ADMINISTRATION
Attn: Accounts Payable
893 SOUTHWOOD BLVD
INCLINE VILLAGE, NV 89451

Our auto payment plan is a convenient way to automatically pay your advertising invoices on time. To sign up, please complete the form on the back of this statement.

Please detach and return above portion with your payment

For information or questions regarding your bill, please call our Customer Service Department at (888) 508-2666 or email us at AdvertisingBilling@swiftcom.com. Account Manager: Bonnie York byork@sierrasun.com

Advertising Invoice Statement

Account Number: 9299782
Billing Date: 10/31/2019
Invoice Number: 0000212243-10312019
Due Date: 11/10/2019
Total Amount Due: \$273.47

Amount Enclosed: \$ _____

We gladly accept checks made payable to Nevada County Publishing Co. For credit card options, please complete reverse side.

THE UNION
CUSTOMER PAYMENT CENTER
PO Box 1888
Carson City, NV 89702-1888



Account Name		Account Number		Billing Period		Invoice Number	
IVGID/ADMINISTRATION		9299782		10/01/2019 - 10/31/2019		0000212243-10312019	
Payments/Credits	Current	30 Days	60 Days	90 Days	120 Days	Total Amount Due	
\$0.00	\$273.47	\$0.00	\$0.00	\$0.00	\$0.00	\$273.47	

Date	Product	AD / Ref #	PO# / Description	Size / Type	Units	Runs	Amount
			Balance Forward				\$273.47
10/14		P238343	Check #772313 Thank You				(\$273.47)
	Ad Category: Preprint						
10/11	Tahoe Daily Tribune	0000492247-01	IVGID Oct. 11 insert for TDT north shore qty 2300	4 PGS	2,300	1	\$273.47



A Division of UPG

Panda Printing & Mailing
4995 Longley Lane
Reno, NV 89502
P: (775) 324-2585
F: (775) 324-2559

Invoice

32256

10/22/19

Customer No: 2175

Ship To:

Peggy McElfish
Creative Concepts Media
75 McCabe Drive #18876
Reno NV 89511

9,400	Printing 4/4-GAQ 48pps self cover IVGID, 8.5 x 11 White 30# PACESETTER TXT SILK PKG PCW10% 080 130M 23-1/2 X35 Silk, 24 sheets, process color, 8 Up, 4 colors front 4 colors back	\$ 8,460.50
	28,200 Right Angle Fold - 18pps	
6,805	Mailing	\$ 348.17
	6,805 Data Conversion	
	6,805 CASS Certification	
	6,805 Postal Paperwork/Output	
	6,805 NCOA	
	6,805 Direct Addressing	
	U.S.P.S. Postage Costs	\$ 3,589.40
	U.S.P.S. Postage Costs - PAID - Check #4005	\$ -3,589.40



Calendar Hole Punch

157.08

Sales Rep: Dan White
Taken by: Dan

\$ 8,806.67
\$ 641.46
\$ 0.00

8805 mail
2900 to NV Appeal
25 to CC Media
Release to M/GM

Wanted: Wed 10/2/19
Incline Village Homeowners

\$ 9,450.13
\$ 9,450.13

EXHIBIT "E"

From: [Goddard, Shane L.](#)
To: [Whitaker, Mikie](#)
Subject: RE: Invoice Reminder: #000126 from Jen Schmidt Photography
Date: Wednesday, June 26, 2019 2:48:22 PM

Ok To pay 350-46-811-7415
Shane Goddard

From: Jen Schmidt Photography <invoicing@messaging.squareup.com>
Sent: Thursday, June 20, 2019 12:34 PM
To: Goddard, Shane L. <Shane_Goddard@ivgid.org>
Subject: Invoice Reminder: #000126 from Jen Schmidt Photography
Importance: Low



Invoice Reminder

\$150.00 overdue since May 16, 2019

[Pay Invoice](#)

IVGID Youth League Basketball Photos

Invoice #000126

May 16, 2019

Bill To

Shane Goddard

Shane_Goddard@ivgid.org

We appreciate your business.

12 players x \$12.50 each. Thank you!

Custom Amount	\$150.00
----------------------	----------

Subtotal	\$150.00
----------	----------

Total Due	\$150.00
------------------	-----------------

Jen Schmidt Photography

© 2019 Square, Inc.

[Square Privacy Policy](#) | [Security](#)



EXHIBIT "F"



IVGID
 893 Southwood Blvd
 Incline Village, NV 89451

MAGAZINE INVOICE

Invoice Number : 023499
 Date : 10/22/2019
 Page : 1 of 1

	Order Months	Bill Amount
Vendor: IVGID Magazine		
Order: 001931		
Headline: IVGID - Postage Editorial Issue: October 2019	Oct 2019	3,589.40
Headline: IVGID- Data Conversion Cost Editorial Issue: October 2019	Oct 2019	348.17
Headline: IVGID- Calendar Hole Punch Editorial Issue: October 2019	Oct 2019	157.08
Total		4,094.65
	Total	\$4,094.65

EXHIBIT "G"



INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT QUARTERLY NEWSLETTER PUBLISHING AGREEMENT

This Publishing Agreement ("Agreement") is entered into between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID) and CCMedia with respect to the following terms.

IVGID owns and has exclusive right to publish certain publications known as the IVGID QUARTERLY NEWSLETTER ("Product"). IVGID is willing to grant CCMedia a license, for the term of this Agreement, to solicit advertising for the publication of the Products, collect revenues resulting there from, and, once received retain the revenue as set forth below, all in accordance with the terms of this agreement.

The parties agree as follows:

TERM OF CONTRACT

Contract shall commence on October 4, 2017, and terminate on December 31, 2020, unless terminated earlier as set forth in the Termination section of this Agreement.

OBJECTIVE

CCMedia shall manage advertising sales, design, and production of the Product. In doing so, CCMedia's duties will be to:

- Manage advertising sales efforts for the newsletter and online advertising options.
- Produce 9,400 4-color, 40 page newsletters, 10" x 7", 80lb. coated stock, saddle-stitched, four times per year. (December, March, June, September).
- Create advertising sales media kit.
- Design and layout of 40-page newsletter.
- Gathering of ads from advertisers and timely production of the newsletter.
- All advertising sales contracts, invoicing and collections.
- Up to 60% of space reserved for IVGID in each newsletter.
- PDF of quarterly newsletter to post on IVGID website as well as email to homeowners who prefer electronic version.
- Develop one to two pages of a business directory in the newsletter for homeowner type service providers (part of 40% ad content).
- Provide the inside front cover of the newsletter for IVGID's sole marketing use.
- ★ Retain all advertising sales revenues.

IVGID's duties will be to provide:

- Content relative to IVGID homeowners.
- All edited copy, photos and cover art for placement in newsletter.
- Mailing/distribution list will be IVGID's confidential property provided to printer/mail house and not the property of CCMedia or the printer/mail house. CCMedia and the printer/mail house are only authorized to use the IVGID provided mailing list for the performance of this contract.
- CCMedia a list of potential advertisers and refer interested advertisers to CCMedia.
- Pay for mailing and postage cost for each of the newsletter. Cost is currently approximately \$3,100 for 6,900 newsletters mailed standard flat rate.



INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT QUARTERLY NEWSLETTER PUBLISHING AGREEMENT

- Payment for the printing of the additional newsletters two times per year, if needed, will be negotiated separately.
- Consideration for CCMedia to sell advertisements on or in the IVGID eblasts, limited and thoughtful placement. (CCMedia and IVGID to share 50/50 revenue on these ad sales to offset postage and printing costs if/when possible.)
- Posting of newsletter on website.
- (75) Diamond Peak Ski Resort Daily Lift Tickets per contracted ski season, valued at \$79 each for non-peak. These tickets are transferable, but not for resale.

IVGID can approve all rate sheets and media kits before distribution. IVGID has the right, in its sole and exclusive discretion, to disapprove and exclude from any Product any advertisement or advertiser. Restrictions to advertisers will be provided to CCMedia at onset of agreement. No competing ski areas, golf courses, or tennis related services can be included in the publication.

Changes in the number of newsletters published per year may occur with both parties agreeing to the revisions. Changes in printing quantities may also occur with mutual approvals.

SCOPE OF LICENSE

The license granted herein is for the sole purpose of soliciting purchases of advertising space. All Products shall remain the exclusive property of IVGID and no other interest in the Products is granted to CCMedia under this Agreement. This Agreement in no way confers upon CCMedia a power of attorney, or enables CCMedia to bind IVGID in any other way.

CCMedia enters into this Agreement as, and shall continue to be, an independent contractor. Except as set forth in this Agreement, CCMedia shall determine the method, details, and means of performing the Services. Neither CCMedia nor CCMedia's employees or subcontractors shall be deemed to be employees or agents of IVGID. CCMedia is responsible for direct payment, when and as due, of any taxes incurred as a result of the compensation paid under this Agreement, including estimated taxes, as well as for any such payments with respect to CCMedia's employees or subcontractors, and CCMedia shall provide IVGID with proof of payment upon request.

CONFIDENTIALITY

At all times hereafter, CCMedia will keep in confidence and trust all Confidential Information (labeled as such) that CCMedia learns of or receives during the term of this Agreement, and will not use, reproduce, or disclose to others any Confidential Information without IVGID's advance written consent.

CCMEDIA WARRANTIES

CCMedia represents and warrants that CCMedia has full power and authority to enter into this Agreement and to carry out the services contemplated by this Agreement, and that the execution, delivery, and performance of this Agreement have been duly authorized by all requisite corporate action on the part of CCMedia.

CCMedia represents and warrants that CCMedia will comply with all laws applicable to the performance of its obligations under this Agreement and to the provision of the services.



INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT QUARTERLY NEWSLETTER PUBLISHING AGREEMENT

CCMedia represents and warrants that CCMedia's execution, delivery, and performance of this Agreement will not constitute: (i) a violation of any judgment, order, or decree binding on CCMedia; (ii) a breach under any contract by which CCMedia is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.

CCMedia represents and warrants that the services to be performed under this Agreement will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the services are performed.

WARRANTY OF OWNERSHIP

IVGID warrants and represents that IVGID is the sole owner of the Products, and is empowered with the sole and exclusive legal rights to enter into this Agreement, subject to the contingencies and conditions stated herein.

During the term of this Agreement, IVGID agrees that for the best interest in marketing certain leads (vendors of the association) for advertising, IVGID will offer reasonable suggestions to CCMedia of who would be good prospects for advertising. CCMedia agrees to use its best efforts in soliciting advertising and marketing the Products.

ARBITRATION

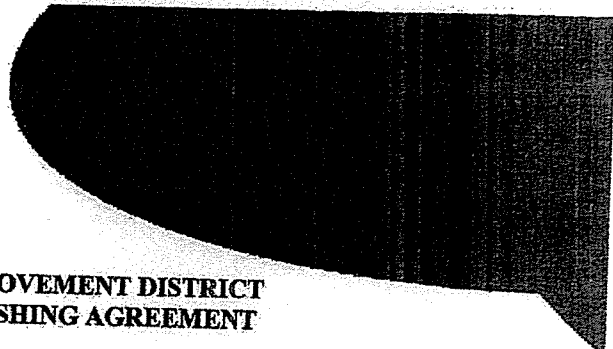
Any controversy or dispute between the parties regarding the terms of this Agreement shall, upon written request from either party, be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association with respect to commercial disputes. The arbitration shall take place in Washoe County, Nevada, or such other location upon which the parties mutually agree. Each party shall be responsible for one half the cost of the arbitration though the arbitrator may award costs and fees (including reasonable attorney fees and costs) to the prevailing party.

WAIVER AND RELINQUISHMENT

The failure of either party to insist on strict compliance with any of the terms, conditions, or covenants of this Agreement by the other party shall not be deemed a waiver or relinquishment of that right or term in general, or at any other time during the duration of this Agreement.

TERMINATION

Each party shall have the right to terminate this Agreement in the event of the other party's material breach of an obligation, representation, or warranty set forth in this Agreement; provided, however, that such termination will not become effective unless and until (i) the party not in default has given the other party written notice (mailing address reflected on signature portion of contract) of breach, which notice shall state in reasonable detail the nature of said breach, and (ii) the party allegedly in default shall have failed to remedy said default to the reasonable satisfaction of the party not in default within ten (10) business days following the giving of the notice. Material breach shall include, but not be limited to, CCMedia's failure to perform the services in accordance with the terms set forth in this Agreement.



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
QUARTERLY NEWSLETTER PUBLISHING AGREEMENT**

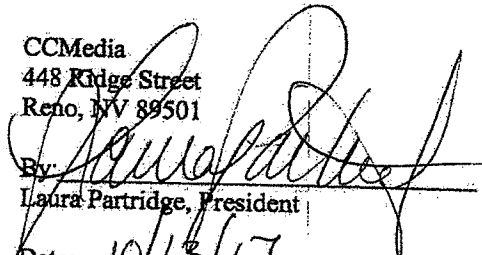
In the event this Agreement is terminated, CCMedia will receive full payment for all ad sales signed by the termination date. IVGID will be responsible for all advertising management for advertisers after termination date of contract. Upon termination of the Agreement, CCMedia will immediately provide to IVGID all existing contracts, all Work Product, and all other documents (including mailing list) related to CCMedia services.

MISCELLANEOUS PROVISIONS

Regarding the subject matter of this Agreement, this writing represents the entire agreement the parties, and supersedes any prior agreements, representations, or assurances, whether oral or written, between the parties hereto. This Agreement, and any dispute between the parties arising out of this Agreement, shall be governed by and construed in accordance with the laws of the State of Nevada. CCMedia agrees that it shall not use IVGID's name or any logo or insignia of IVGID or the Products in any form of publicity or disclosure without the prior written permission of the IVGID, which permission may be given or withheld in the IVGID's sole discretion. CCMedia's services to be rendered pursuant to this Agreement are personal in nature, and CCMedia may not, voluntarily or by operation of law, assign, subcontract or transfer any of its rights or obligations under this Agreement without the prior written consent of IVGID.

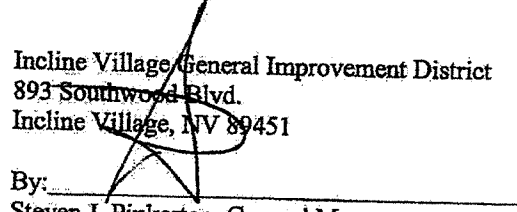
Any modification or amendment of this Agreement must be in writing and duly executed by the parties hereto.

CCMedia
448 Ridge Street
Reno, NV 89501

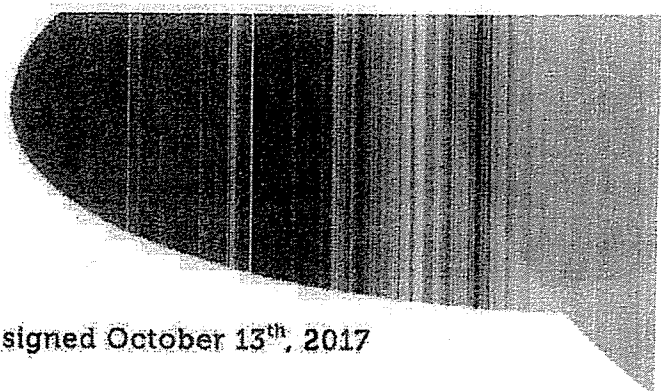
By: 

Laura Partridge, President
Date: 10/13/17

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451

By: 

Steven J. Pinkerton, General Manager
Date: 10/12/17



Amendment to the original agreement signed October 13th, 2017

CCMedia amended duties will be:

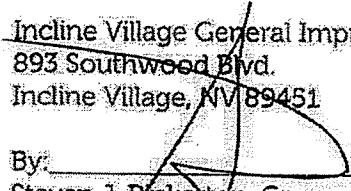
- Produce 9,400 4-color, 40 page newsletters, 10" x 7", 80lb. coated stock, saddle-stitched, four times per year. (February, June, August, and December).
- Produce 11,900 4-color, 40 page newsletters, 10" x 7", 80lb. coated stock, saddle-stitched, two times per year. (March/April and September/October).

CCMedia
448 Ridge Street
Reno, NV 89501

By: 
Laura Partridge, President

Date: 5/14/18

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451

By: 
Steven J. Pinkerton, General Manager

Date: 5-16-2018



ccmedia

Amendment #2 to the original agreement signed October 13th, 2017

CCMedia amended duties will be:

- Production of all magazines will be 8 1/2" x 11" and paper stock to be velvet.

These changes are being done at no additional cost to the Incline Village General Improvement District.

CCMedia
448 Ridge Street
Reno, NV 89501

By: 
Laura Partridge, President

Date: 8/27/18

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451

By: 
Steven J. Pinkerton, General Manager

Date: 8/23/18