

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

1 APPEARANCES  
 2  
 3 **BOARD MEMBERS PRESENT**  
 4 MATTHEW DENT, CHAIR  
 5 SARA SCHMITZ, VICE CHAIR  
 6 DAVE NOBLE, SECRETARY  
 7 RAY TULLOCH, TREASURER (via Zoom)  
 8 MICHAELA TONKING, MEMBER  
 9  
 10  
 11 **ALSO PRESENT**  
 12 SERGIO RUDIN, LEGAL COUNSEL  
 13 HEIDI WHITE, DISTRICT CLERK  
 14  
 15 -o0o-  
 16  
 17  
 18  
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 22  
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1 Incline Village, Nevada - 12/13/2023 - 6:00 P.M. 4  
 2 -o0o-  
 3  
 4  
 5 VICE CHAIR SCHMITZ: I'd like to call the  
 6 IVGID Trustees Board of Trustees meeting to order on  
 7 December 13th at six o'clock in the boardroom at 893  
 8 Southwood Boulevard in Incline Village.  
 9 A. PLEDGE OF ALLEGIANCE  
 10 If we would begin, Mr. Eppolito, could you  
 11 lead us in the Pledge of Allegiance, please.  
 12 (Pledge of Allegiance.)  
 13 VICE CHAIR SCHMITZ: Moving on to the roll  
 14 call of the trustees.  
 15 B. ROLL CALL OF TRUSTEES  
 16 VICE CHAIR SCHMITZ: Trustee Tulloch?  
 17 TRUSTEE TULLOCH: Present.  
 18 VICE CHAIR SCHMITZ: Trustee Tonking?  
 19 CHAIR TONKING: Here.  
 20 VICE CHAIR SCHMITZ: Trustee Noble?  
 21 TRUSTEE NOBLE: Here.  
 22 VICE CHAIR SCHMITZ: Trustee Dent will be  
 23 joining us shortly. And this is Trustee Schmitz.  
 24 Moving on to initial public comments.  
 25 I'll hand it over to our clerk.

5

1 C. INITIAL PUBLIC COMMENTS

2 MS. WHITE: Our first public comment will

3 come from Frank Calfa.

4 MR. CALFA: My name is Frank Calfa. I'm

5 the vice president of Bitterbrush II homeowners

6 association.

7 I will keep my remarks brief. I'm here to

8 talk about item 9 under new business, which is to

9 review, discuss, and possibly approve an amended

10 restated site use license agreement with NV Energy

11 for use at Diamond Peak Ski Resort parking lot to

12 prohibit helicopter operations.

13 First, I would like to thank the Board and

14 the interim General Manager, Mike Bandelin, for

15 getting this on the agenda and for working with NV

16 Energy to resolve the concerns of the surrounding

17 homeowners.

18 Second, the agenda item states that the

19 amendment will specifically prohibit the use of

20 helicopter operations. As I do not know the

21 specifics of the amendment and while I am grateful

22 for the prohibition of helicopters, I want to make

23 sure that in addition to helicopter fuel, no other

24 flammable materials will be allowed to be stored on

25 site.

6

1 I'm here to also inform the Board that if

2 they are contemplating storage with any flammable

3 materials, that there are many regulations from both

4 the EPA, OSHA, and even the NFPA that must be

5 followed concerning the size of the storage vessel,

6 the type of vessel, and what types of secondary

7 containment must be approved. Our hope is that any

8 fuel storage would be prohibited on the amendment.

9 Third, I'm here to remind the Board that

10 we have several homeowners in various stages of sale

11 or in escrow and that this is a big issue.

12 Lastly, I'm here to urge the Board to come

13 to a decision this evening to either sign this

14 amendment with the prohibition of helicopters and

15 fuel or to exercise their right under Article 3.32

16 of the agreement with NV Energy and to permanently

17 terminate the agreement with the required 90 day's

18 notice.

19 Thank you for listening.

20 MR. CABLE: Good evening. Jim Cable,

21 full-time resident, Bitterbrush II volunteer board

22 member.

23 I obviously second and agree with all of

24 Frank Calfa's comments, so I decided not to repeat

25 them here. At this point, I think this board is

7

1 fully aware of the significance, magnitude, and

2 negative effect the helicopters use has had on local

3 residents, so I see no need to reiterate those

4 points at this time.

5 Instead I would like to say something I

6 know this board probably doesn't hear enough: I'd

7 like to simply say thank you for taking the time to

8 revisit this issue and craft a solution. I would

9 like to specifically thank Trustee Schmitz for her

10 early-on time and concern when this issue first came

11 to light. She helped us understand what had

12 transpired with the five-year contract, and she took

13 it upon herself to personally drive out to the area

14 to see what actually was going on.

15 I'd also like to thank Trustee Tulloch for

16 taking the time to call me as well as other

17 residents to create a dialogue and to lend his

18 expertise regarding this issue.

19 I also offer sincere gratitude to interim

20 Diamond Peak General Manager Mike Bandelin for his

21 tireless interface and negotiations with NV Energy

22 as well as this board.

23 I greatly appreciate all of your time and

24 attention. We look forward to the vote to eliminate

25 the helicopters and any storage of fuels at Diamond

8

1 Peak or any other that would impact the safety and

2 peace of local residents.

3 Once again, I thank you very much.

4 MS. CARS: Good evening, Trustees. Please

5 include these comments in the evening's minutes.

6 This is a recall update of critical

7 concern to the community. For the past 45 days,

8 we've analyzed rejected signatures for Dent and

9 Schmitz. The number of errors and inconsistencies

10 made by the Washoe County registrar is shocking. We

11 submitted 25 percent more signatures that were

12 required.

13 An appeal was filed with the Secretary of

14 State. Unfortunately, there isn't a required date

15 for the SOS to respond, and it's been over 30 days.

16 SOS is working on the appeal. Reviewing signatures,

17 process slow, tedious.

18 The recall team has spent over 300 hours,

19 300, triple checking every signature and found

20 enough errors and inconsistencies to easily exceed

21 the 1,801 required numbers. We need to contact

22 invalidated people. We'll post the names on the

23 website, inclinetogether.com. Check the website, if

24 you know someone, ask them to provide their contact

25 information.

9

1 We know many are tired of hearing the word  
 2 "recall," however, we cannot afford another year of  
 3 the Board dismantling staff and venues of IVGID. A  
 4 substantial number of Incline residents are outraged  
 5 because 25 percent of the combined signatures were  
 6 rejected without adequate time to cure any purported  
 7 deficiencies. This is voter suppression.

8 Here are the complying -- summary: 51  
 9 names missed completely, not included in the  
 10 signature count. Over 100 names were rejected  
 11 because the date was missing; of those 100, 49, you  
 12 could read it, and they would have easily been cured  
 13 or automatically accepted. However, these signature  
 14 were also included in the code that was not allowed  
 15 to be cured. They were miscoded. 84 signatures  
 16 rejected because people had moved, and they should  
 17 have been curable. 50 signatures discarded for  
 18 reasons never identified. They could have been  
 19 cured given sufficient time. Nine percent of  
 20 signatures invalidated to a new 2019 law requiring  
 21 submission of signatures at a 45-day point. This  
 22 was not known to anyone until after the 90-day  
 23 deadline. These voters should be allowed to cure as  
 24 the error was not their fault. They could be easily  
 25 curable. 35-plus signatures on the Washoe County

10

1 list of registered voters given to the recall  
 2 committee but rejected as if they were not on the  
 3 list of registered voters. More than 60 signatures  
 4 rejected for one petition with the same information  
 5 valid for the other petition. How could that  
 6 possibly happen?

7 In summation, we have 25 percent more  
 8 signatures than were required. We believe the  
 9 County's rejection of the recall petition  
 10 constitutes voter suppression.

11 Call me with any questions. If you want  
 12 more information, please enter your information on  
 13 the website, inclinetogether.com, and we will reach  
 14 out to you. Please also consider contacting  
 15 representatives to voice your concerns, Cisco  
 16 Aguilar, Alexis Hill, Rich DeLong, our state  
 17 assemblyman. Their information will be on the  
 18 website.

19 Thank you.

20 MR. CALLICRATE: Good evening. Tim  
 21 Callicrate, Incline Village. I would like these  
 22 written comments to be included this  
 23 evening's minutes.

24 On behalf of the committee to recall IVGID  
 25 Trustees Sara Schmitz and Matthew Dent, I would like

11

1 to take this opportunity to thank the community for  
 2 its support of this endeavor.

3 While the initial counts verified by the  
 4 Washoe County Registrar of Voters came up short for  
 5 both trustees, further due diligence by our recall  
 6 committee has shown numerous occasions where names  
 7 were not entered in the databases, signatures were  
 8 wrongly disqualified, signatures were incongruously  
 9 verified vis-à-vis one petition to another, codes  
 10 being used for the entire process were vague and/or  
 11 inconsistently applied leading to confusion within  
 12 the process, et cetera, and inadequate timeframe for  
 13 the curing of signatures.

14 With over 300 hours of time spent by these  
 15 dedicated recall volunteers, we felt we had a  
 16 compelling case and spoke to our attorneys. Due to  
 17 the seriousness of these discrepancies, our legal  
 18 team felt it appropriate to appeal the registrar's  
 19 decision. The situation then went to the Secretary  
 20 of State's Office where it has been under  
 21 investigation for over the past 30 days. We are  
 22 confident that the Secretary of State will find our  
 23 concerns warranted and that the recall will move  
 24 forward.

25 We are also weighing options toward legal

12

1 proceedings as justified under Nevada Revised  
 2 Statutes, should that required. In other words, the  
 3 recall is not over.

4 As allowed under Nevada law, our committee  
 5 is exercising its rights, and by extension, the  
 6 rights of over 2,500 signatories to the petitions.  
 7 No signer should be disenfranchised due to  
 8 inconsistent applications, protocols, and procedures  
 9 within the Registrar of Voters Office.

10 The committee is confident that there will  
 11 be adequate signatures well over the 1,801 required  
 12 to recall for a special election.

13 The irreparable damage inflicted upon the  
 14 District and the larger community of Incline Village  
 15 and Crystal Bay needs to come to an immediate halt.  
 16 It is glaringly apparent that the majority of this  
 17 board has abrogated its authority and abdicated its  
 18 responsibilities to the greater Incline  
 19 Village/Crystal Bay community, and had decided to  
 20 act in a parochial manner to its small, embittered,  
 21 and myopic group of sycophants that do not, I  
 22 repeat, do not represent the true majority of  
 23 citizen electives.

24 Thank you.

25 MR. KATZ: Good evening. My name is Aaron

13

1 Katz, Incline Village resident. I have written  
2 statements I've given to the clerk to be attached to  
3 the minutes of the meeting.  
4 I am objecting to this meeting going  
5 forward for the Open Meeting Law violations I called  
6 to the Board's attention. You can cure it at the  
7 agenda side.  
8 I am against the CMAR contract to Granite  
9 based upon reasons I've shared with the Board  
10 already. I don't think it's fair that I have less  
11 than three minutes to voice my objections and your  
12 staff as forever. I don't want to hear from those  
13 who state we should adopt that agreement at any  
14 cost. My question is: Where were you people years  
15 ago when Callicrate and Wong were pushing for  
16 relocation of the pipeline underneath the multiuse  
17 path, which essentially delayed us going forward  
18 for years on a pipe dream.  
19 I and others raised concern over the major  
20 environmental catastrophe that could happen by the  
21 delay, and nobody listened. I find it disingenuous  
22 to hear those arguments years later.  
23 I next want to talk about our wonderful  
24 staff, who some of you on the Board just slobber  
25 over, who can't do anything wrong, and are to be

15

1 Thank you.  
2 MR. CARS: Good evening. Bill Cars,  
3 permanent resident.  
4 I think it's time for an annual review.  
5 With regards to senior staffing of personnel, IVGID  
6 appears to be in trouble. We've not heard about the  
7 GM search, which has now been open for months. Does  
8 the public realize that IVGID has only three senior  
9 managers left? The interim GM, who is also director  
10 of Diamond Peak, the Director of Parks and Rec, and  
11 the Director of Administrative Services. Oh, wait,  
12 Susan Herron was put of administrative leave four  
13 weeks ago. Reason is still TBD. And that leaves  
14 two active senior managers.  
15 For the entire year, Trustees Dent,  
16 Schmitz, and Tulloch have been focused in  
17 surreptitiously changing the IVGID staff that was  
18 functional with its normal challenges of a  
19 government agency. But now, at year-end, our  
20 leadership is challenged.  
21 Forced out was GM Winquest with a year  
22 paid salary, cost to the District, probably in the  
23 area of 200- to 300,000. Or, most recently, put on  
24 administrative leave with no reason stated was Susan  
25 Herron, Director of Administrative Services, cost to

14

1 believed over any of we citizens. But again we have  
2 evidence staff don't speak the truth, at least some  
3 of them.  
4 First we have Hudson Klien. His statement  
5 in the staff memo that he is presenting the CMAR  
6 contract because on October 25, the Board told him  
7 to continue negotiating the CMAR fee with Granite  
8 and then return. No it didn't, and I provided you  
9 with written notice it didn't. So why is he telling  
10 wrongs to the Board?  
11 Then we have, unfortunately, our clerk,  
12 who didn't get me a copy of my board packet for this  
13 meeting and stated the reason why is the internet  
14 was down. Then we learned from the attorney, no,  
15 the internet wasn't down, there was some other  
16 error, although it's not explained.  
17 But, again, both of these are examples of  
18 or employees who have been corrupted by the IVGID  
19 culture that we have here. And it doesn't matter  
20 what we do. It doesn't matter if we get new  
21 employees who we think are going to be ethical and  
22 responsible, the pressures of this place turn them  
23 into the same problems we've had for decades and  
24 decades, and I don't think it can be fixed. There's  
25 only one fix to the problem.

16

1 the District on that unknown, except there's a loss  
2 of 20 years of historical knowledge of Ms. Herron  
3 which cannot be calculated. Is the reason she's on  
4 leave because she knows too much for this change of  
5 administration?  
6 It's common knowledge that the toxic  
7 environment due to Trustee Schmitz' meddling and  
8 micromanagement has caused the resignations of  
9 senior directors of golf, food and beverage,  
10 finance, public works -- a combined 34 years of  
11 knowledge. Knowledge irreplaceable. Priceless, if  
12 you will.  
13 Then there's Mick Holman's resignation  
14 from the Audit Committee, still a member of this  
15 committee, who detailed his issues for the  
16 resignation at a meeting.  
17 Moss Adams, multiple projects costing in  
18 excess of 200,000. We'd like to hear the results on  
19 that.  
20 Then there's the forensic audit or due  
21 diligence audit. Minimum cost on that, 300,000 to  
22 maybe even a million. Why? The problem appears to  
23 be with the Tyler Munis systems, not with fraudulent  
24 staff.  
25 Then there's the rec fee set to zero for

17

1 the next year. Cost to the District may be over  
2 \$3 million, a huge revenue loss. These functions  
3 are needed for recreational improvements and to  
4 support the operations. Yes, there are funds in the  
5 account, and they should have been used to fund  
6 tennis, card issues, recreation center improvements,  
7 et cetera. The money should have been spent for the  
8 benefit of the community, not to satisfy a minority  
9 interest or desire for a \$400 tax reduction. That  
10 is not in the community's benefit.

11 Thank you.

12 MR. EPPOLITO: Hi. My name is John  
13 Eppolito. I've lived here for 25 years.

14 I used to teach high school math, so I  
15 think I've been called a lot worse than Joe.

16 Thank you to the board members for sitting  
17 on that side. It's a lot harder to be on that side  
18 than on this side.

19 I wanted to talk briefly about the TPRA  
20 meeting, where I spent the afternoon. I'm about  
21 99.8 percent sure they voted -- probably right  
22 around now, maybe a little while ago -- to approve  
23 the regional plan. And again, I really -- I  
24 mentioned this before at this meeting, I don't  
25 really think most residents of Incline know what's

19

1 90 percent against it. I don't remember hearing  
2 anybody from the public that didn't benefit from the  
3 project -- or from the plan, speaking for it. And,  
4 again, I don't think most people realize, but it's  
5 not going to be good for Incline. If you think it's  
6 tough to get to Truckee now in the summer, it's  
7 going to be way, way, way worse when some of those  
8 projects are completed in Kings Beach.

9 Thank you very much.

10 MR. LYON: Good evening. Jim Lyon, 929  
11 Northwood Boulevard.

12 Although I support the recall committee's  
13 rights to do -- follow the procedures they followed,  
14 but I note that in reading the initial statements in  
15 the recall is filled with inflammatory remarks,  
16 incorrect and inconsistent, in some cases, totally  
17 not correct, not truthful statements. So I wanted  
18 to make a statement about that in support.

19 Also, reference the Washoe County  
20 Registrar of Voters. The Washoe County Registrar of  
21 Voters has a record of the types of problems that  
22 this committee experienced. In 2016 and in the 2022  
23 elections, there were -- it looked like incompetence  
24 or corruption, who knows which, in their conduct of  
25 counting, the voters registering, and counting the

18

1 going on with that regional plan.

2 This is -- 947 is the only project we have  
3 right now that I know of. That was supposed to be  
4 employee housing, and 947 Tahoe Boulevard, their  
5 condos are listed between \$2.5 and \$4.2 million,  
6 only certain employees can afford that. But that's  
7 the tip of the iceberg. There's 12 or 13 large  
8 projects, this might be the smallest one, on the  
9 north and west shore of Lake Tahoe. That includes  
10 the 750 or so houses in Martis Valley.

11 This place is going to change quite a bit,  
12 and I don't think most people realize. And, of  
13 course, they do it at this meeting right now, right  
14 before Christmas, and by the time -- before the vote  
15 even came, six of the trustees -- I guess they're  
16 called trustees, the people on the board, six had  
17 already left. Our own Alexis Hill was the first one  
18 to leave. I don't know where she had to go.

19 They just don't want to hear the comments,  
20 because the public comments are overwhelmingly  
21 against that plan. The people that were for it were  
22 either the developers or the people that work at  
23 these housing authorities, kind of like job security  
24 for them.

25 But the public is, I don't know, at least

20

1 ballots. Their lists, and this is documented, it's  
2 been taken to court. In 2016, the court challenge  
3 of the registrar's voter's lists, they had multiple  
4 lists, at the same time, two different lists that  
5 didn't match the voters. There were two different  
6 lists, not matching, and it's been challenged in  
7 court. That was thrown out before discovery by the  
8 judge.

9 2022, there was a challenge again with  
10 documentary videos and evidence showing the  
11 incompetence at least, if not corruption, within the  
12 Registrar of Voters in not counting the ballot in  
13 front of someone that's been authorized by the court  
14 to recognize the vote, the signature. They refused  
15 access so people could not go in and verify the  
16 registration signature or matching the ballots. And  
17 so this is just a separate call, has nothing to do  
18 with the recall really, except what happen to the  
19 recall votes. But it also shows we have a real  
20 problem with the Registrar of Voters in Washoe  
21 County.

22 I don't know if they are -- I think  
23 there's a new registrar now that's been elected, and  
24 hopefully the new one will change the problems  
25 they've had that are really disgusting.

21

1 Thank you.

2 MS. MARTINI: Margaret Martini, Incline

3 Village.

4 I just want to thank the Board for all of

5 the things that they've done for the past

6 several months in bringing forth a lot of the issues

7 that need to be dealt with that haven't been dealt

8 with for years, and in trying to sort out everything

9 and make it more palatable and legal and

10 transparent.

11 And I think that, especially Trustees

12 Tulloch, Dent, and Schmitz have done a great job,

13 and I don't think they get enough credit for it.

14 And I think that -- I just wanted to say

15 thank you to all of you at the Board for giving your

16 time -- well, not giving, but close, very close --

17 to trying to make this a better governmental agency

18 and to listen to the people. And when you ran on

19 things you made promises, you actually have tried to

20 keep those promises.

21 So thank you and happy holidays.

22 MATT: Let's go to Zoom.

23 MR. DOBLER: Cliff Dobler, 995 Fairway.

24 There appears to be a strong desire to issue a

25 contract with Granite Construction to complete the

22

1 new effluent pipeline over to next three years. The

2 contract could be as high as 46.7 million, depending

3 on how much of the 7.7 million owner-controlled risk

4 reserve is used. What I find disturbing is Kate

5 Nelson does not believe that a CMAR contract should

6 be used, and two trustee requested competitive

7 bidding be done for the remaining project. It

8 appears those comments fell by the wayside.

9 Originally, the project was designed to be

10 completed over four years with 5,500 feet already

11 done, 11,000 feet in 2024, 9,500 feet in 2025, and

12 5,000 in 2026.

13 The first phase of 5,500 linear feet costs

14 12.9 million, or a staggering \$2,345 per square

15 foot. The remaining 25,500 linear feet, according

16 to the contract, plus contingencies, administration,

17 and inspection will only be \$1,833 per linear foot

18 and total 49.6 million. This is a 21 percent

19 reduction per square foot compared to the work just

20 completed. So much for inflation. Can't use that

21 excuse anymore.

22 It should be noted that the first phase

23 was front-loaded with 1.4 million for a variety of

24 items.

25 The complication in issuing this contract

23

1 will be the Army requirements to have a competitive

2 bid contract for the \$4.3 million grant equal to

3 75 percent of 5.7 million, with IVGID contributing

4 25 percent. How can a contract be issued for the

5 entire remaining project when the Army has a set of

6 rules to provide grants? Consideration should be

7 given on how to carve up the Granite contract.

8 Consideration should also be given for

9 requirements on the \$1.6 million EPA grant.

10 As I stated before, this will take three

11 more years to complete the project. A contract

12 should be issued by year.

13 For 2024, while the plan was to complete

14 11,000 linear feet is only necessary to complete

15 7,500 linear feet, consisting of weak balance spigot

16 joints in segment three. This can be funded by

17 existing restricted cash of 15.5 million, which

18 exists as of June 30th, 2022.

19 Thereafter, the work for replacing the

20 remaining 17,000 linear feet can be determined for

21 the last two years.

22 With over 18 months of breathing room, the

23 federal grants can be firmed up and proper borrowing

24 decisions can be made. The constant fears about

25 delays stated by staff are unwarranted. If you want

24

1 to buy into the fears, then go ahead.

2 I also sent a memo to you and Mr. Magee

3 about the excess borrowing which is not necessary

4 unless the restrictions are removed from the utility

5 fund balance.

6 Thank you very much.

7 MS. FOLLETT: Hello. This is Kendra

8 Follett from Sherman & Howard. I'm bond counsel to

9 the District, and I am here for item G 2 and 3.

10 Thank you.

11 MR. SWAIG: John Swaig, Bitterbrush II.

12 I echo the previous Bitterbrush speaker,

13 so I won't rerun the comments.

14 The past months have been a difficult

15 period of anxiety affecting so many lives on so many

16 levels by the Diamond Peak/Nevada Energy agreement

17 to helicopter routes over our communities for the

18 next five years, spring, summer and fall.

19 A well-rounded group of effective

20 community residents stood up, and you listened and

21 made a powerful, quick decision in favor of our

22 communities. My particular stand was directed to

23 your mission statement, and I'm very grateful and

24 thankful that you upheld the IVGID mission and

25 vision as trustees of IVGID.

25

1 I'd also like to extend thanks to  
 2 Mr. Bandelin for his support and hard work for our  
 3 community and has worked to resolve the agreement.  
 4 Thank you again, team IVGID.  
 5 MR. ABEL: Good evening. This is Michael  
 6 Abel, 900 Southwood.  
 7 I have been complaining about IVGID's  
 8 no-bid and CMAR policies for 13 years. So what do  
 9 we get on the agenda today? Three new sole-source  
 10 contracts, business items 4, 5, 6, nothing in the  
 11 agenda to be competitively bid, and the beat goes  
 12 on.  
 13 Digging holes and putting pipe in the  
 14 ground is not rocket science, and it should be done  
 15 through the standard bidding process. Putting  
 16 Ms. Nelson and company in front of this project is  
 17 like chickens coming to the table precooked.  
 18 IVGID State of Nevada loan was obtained in  
 19 April of 2023 for the effluent pipeline. The source  
 20 funds is the Federal EPA. When you take the federal  
 21 money, it comes with strings. In the contract,  
 22 IVGID agrees to comply with CFR 200, which requires  
 23 competitive procurement and federal cost principals  
 24 must be reasonable and necessary.  
 25 IVGID did not competitively bid the

26

1 October agreement with Granite. This is IVGID  
 2 continuing to do what it wants, even though the  
 3 rules have changed. The rules for contract have  
 4 changed, but IVGID continues to do what it wants and  
 5 flaunt the laws.  
 6 You know what's contained in CFR 200. I  
 7 only ask as a citizen that IVGID should comply with  
 8 those demands. We want to see proper contracting,  
 9 proper bidding, and legal operations.  
 10 Thank you.  
 11 MS. WELLS: Hi. Kristy Wells, Incline  
 12 Village resident. I have emailed these comments to  
 13 the Board to be attached to the meeting, please.  
 14 I was surprised to see tonight's agenda  
 15 that has 12 items in the general business section.  
 16 12. You stated there's no need to have these  
 17 meetings last for more than two to three hours at a  
 18 time, and then you add 12 items to an agenda because  
 19 you chose to skip a meeting two weeks ago. It's a  
 20 little outrageous.  
 21 Now with the stacked agenda, the chairman  
 22 felt the most important thing to discuss tonight  
 23 would be your role for 2024, who will be chair, vice  
 24 chair, et cetera. For a Board of Trustees who is  
 25 supposed to prioritize the District's business,

27

1 making this item number one in the general business  
 2 is something that feels ego-driven and does not best  
 3 serve this community. While it is important, it is  
 4 not the most-important item. But, hey, good luck.  
 5 I am sure you all will get the roles you want.  
 6 Moving on to item 9, the contract with NV  
 7 Energy, you've heard hours of public comments made  
 8 on this subject, and while the motion presented  
 9 looks like you took community feedback to heart,  
 10 this item is number 9 on the list tonight. People  
 11 are going to have to sit around for hours waiting  
 12 for your actual decision on this, when you know it's  
 13 such an important topic.  
 14 And your 10 deals with FlashVote, a  
 15 service provided by a good friend of Trustee Dent,  
 16 but carries no real value to the communities. How  
 17 many surveys have you launched in the last  
 18 two years? What action have you taken on all those  
 19 previous surveys that you sent out? How many times  
 20 have you even asked what we want to have at the  
 21 Beach House? What new information have you learned  
 22 from them? I'm going to guess not much, if  
 23 anything. Why do we pay almost \$8,000 for this  
 24 service when you have all the information you need  
 25 to prioritize the requests of this community? When

28

1 are you going to take real action? Why do we still  
 2 need this service? There's plenty of free tools  
 3 that can be used, and if you turn this process over  
 4 to IVGID staff where it should sit, I bet you could  
 5 save us a bit of money. It seems like a waste.  
 6 Which then leads to the eleventh item on  
 7 the agenda tonight, review, discuss, and possibly  
 8 acting on the FlashVote survey results. How is this  
 9 not item number one? You know that this topic is  
 10 what is most important to the majority of this  
 11 community. You've collected feedback for years that  
 12 has not lead to any significant investment in our  
 13 amenities.  
 14 Your priorities do not seem aligned with  
 15 what the community has stated clearly in surveys and  
 16 in public comments and on social media. It's time  
 17 for you to focus on showing positive impacts on the  
 18 decisions you have made because all I see are  
 19 decisions waiting for the destruction of IVGID and  
 20 decimating employee morale in the past year, and  
 21 that's not something you should be proud of.  
 22 Thank you very much.  
 23 MATT: That was our final public comment.  
 24 VICE CHAIR SCHMITZ: Closing out public  
 25 comment. We'll move on to the approval of the

29

1 agenda.

2 D. APPROVAL OF AGENDA

3 VICE CHAIR SCHMITZ: Are there any

4 suggestions for the agenda?

5 I have one and that is to make it a

6 flexible agenda so that we can accommodate Chair

7 Dent's schedule. I also would like the Board to

8 consider moving agenda item G 9 to G 1 because we

9 have NV Energy here and we have community members

10 here. I will leave that up to the decision of the

11 Board.

12 Do I hear a motion?

13 TRUSTEE NOBLE: I have to recuse myself

14 from item G 9, so I can't participate in that vote.

15 TRUSTEE TONKING: I move we have a

16 flexible agenda.

17 TRUSTEE TULLOCH: I'll amend that. I move

18 we have a flexible agenda, and item G 9 moves to

19 item G 1.

20 TRUSTEE TONKING: That's still the same.

21 VICE CHAIR SCHMITZ: That's fine. We will

22 have a flexible agenda, and we will move item G 9 to

23 be G 1.

24 Moving on, we have E, which is reports to

25 the Board.

31

1 reports will provide monthly progress reports and

2 actuals on the service measures listed in the

3 summary, as well as updates of the venue. So giving

4 you -- by attaching that executive summary, just

5 giving you a preview on the service measures that

6 we'll report on from the ski venue, monthly, moving

7 forward, now that we're open.

8 I'd like to also mention that we are

9 developing a public works engineering department

10 monthly update on projects to be included in the

11 monthly report. Our plan is to share this draft

12 report, as soon as we're able, to the Board of

13 Trustees to provide feedback for the monthly

14 updates.

15 I wanted to also update you about Burnt

16 Cedar RFID access gate. It has been installed at

17 the entrance of the beach on the left side of the

18 access house. Staff has ordered and received the

19 pass media to activate the gate, and the media

20 reader for the access gate has been received and is

21 in the process of configuration for the media.

22 We have also ordered and received the

23 special media printers used to provide a picture on

24 the piece of media. And the next steps, which is

25 kind of a big task, is the issuing of the new RFID

30

1 E. REPORTS TO THE BOARD

2 E 1. General Manager's Monthly Report

3 VICE CHAIR SCHMITZ: Beginning with

4 interim General Manager's monthly status report.

5 MR. BANDELIN: The GM report in your

6 packet includes the public records requests for the

7 time period of July 6th through December 6th, 2023.

8 I would also like to inform the Board

9 that, at present, staff are putting together the

10 finishing touches on the District's online portal,

11 using a system called "Next Request." Staff will be

12 presenting a verbal overview of the new portal as it

13 relates the public records requests. They're

14 meeting on January 10th.

15 Also wanted to note that staff did take

16 note from the Board suggestion that the GM report

17 include department updates from food and beverage,

18 IT, and facilities. We will include those updates

19 from those departments within the report on the

20 meeting on January 10th.

21 With the Diamond Peak update, I added in

22 the -- in the staff report for the Diamond Peak

23 update, I added the '24 budget executive summary as

24 a reminder of the budget initiatives for the

25 operation of the ski venue. The end-season status

32

1 Picture Pass to the qualified community members.

2 We plan on bringing the Board a, call it

3 "SOP" for the review, for their review on the

4 issuance of the media soon. The staff would like to

5 share how it's quite an undertaking, I believe.

6 We've been taking about it for sometime. I think

7 that would be important to be able to share the

8 processes of how we would disseminate that media.

9 Staff is also working on a standard for

10 the beach entrance signage requirements to improve

11 the aesthetics and provide a more pleasing look to

12 the entrances of the beaches.

13 I'll go ahead and call for any questions

14 on the GM venue status report.

15 TRUSTEE TONKING: Thank you for your

16 presentation. Two questions: Can you talk to me

17 about the amount of time that it took to fill this

18 list of public records requests? Are we still

19 tracking it?

20 MR. BANDELIN: I can. But District Clerk,

21 Heidi White, may be able to answer that question.

22 MS. WHITE: To my understanding, at that

23 point in time the last two weeks, we have spent a

24 little over 40 man hours on tracking those down.

25 TRUSTEE TONKING: On this, can we please



33

1 have a column that says the amount of time for each  
2 request? So if it's under an hour, just under an  
3 hour. But going forward, I think that's important.  
4 And then my next question is related to  
5 the RFID information. Are you going to be able to  
6 provide a card, one card, that can be used at  
7 Diamond Peak so we can have a ski pass there, and  
8 then also be used, like, at beach access, instead of  
9 having a bunch of different cards floating around?  
10 And save us some money.  
11 MR. BANDELIN: I'll elaborate a little bit  
12 on that. We ordered the media that has statements  
13 on it and room for a picture. The media that is  
14 going to be used for the Picture Pass Holder is  
15 currently being used for the resident ski passes.  
16 So without me getting too -- saying too  
17 much that I don't know about, eventually what you'll  
18 see is that upon a statement of an SOP being  
19 developed that that piece of media has already been  
20 issued to the Picture Pass Holder resident, ski pass  
21 will then be brought down to the Rec Center to be  
22 able to be converted to be able to open the gate at  
23 the Burnt Cedar.  
24 TRUSTEE TONKING: And they will be  
25 combined?

35

1 ago. Can you advise when that will be going out?  
2 MR. BANDELIN: Yes. Staff will be  
3 bringing a proposal for legal counsel for the  
4 District in the first meeting in January on the  
5 10th.  
6 TRUSTEE TULLOCH: For an RFP to go out to  
7 look for new legal counsel; is that correct?  
8 MR. BANDELIN: At this particular time,  
9 the District might take the position to move into a  
10 legal counsel provided by BBK upon Board approval  
11 prior to going out for an RFP for legal services,  
12 mainly due to the bandwidth of staff and possibly  
13 waiting for the onboarding of the general manager.  
14 TRUSTEE TULLOCH: I'm surprised at that  
15 because there was a board agreement and a board  
16 instruction a few months ago to go ahead and issue  
17 and RFP. If that has changed, I'd like to  
18 understand or to see why in the motion that's been  
19 changed. I don't have the date in front of me, I  
20 don't have anything available here, but as I recall,  
21 either two or three months ago, we did instruct  
22 that. We also suggested changes in the proposal.  
23 MR. BANDELIN: I believe you're right on  
24 the timeframe of that.  
25 TRUSTEE TULLOCH: Okay. Perhaps we can

34

1 MR. BANDELIN: That's that goal.  
2 TRUSTEE TULLOCH: A question, just  
3 following up on some of the RFID questions.  
4 In terms -- I'm not sure about Diamond  
5 Peak passes, Mt. Rose don't have any pictures or  
6 anything on them. Normally at the ski resort, it's  
7 not an issue because the lift attendants do random  
8 checks against the database for passes being used.  
9 We're proposing to use pictures on the  
10 RFID passes; is that correct?  
11 MR. BANDELIN: That is correct.  
12 TRUSTEE TULLOCH: I would also -- I  
13 totally understand the desire to have only one card.  
14 I think that's perfectly well, the best way to go.  
15 I would suggest we take this slowly, one step at a  
16 time, to make sure that we're not being exposed, the  
17 District, if we find flaws in the system. I would  
18 urge some precaution just in terms of, rather than  
19 just going full speed ahead to get one card that  
20 accesses everything and then find out we have  
21 security issue from it. Just my personal view.  
22 The other thing, I don't see anything on  
23 the agenda or in the General Manager's report about  
24 issuing an RFP for new legal services, which I  
25 recall the Board authorized two or three meetings

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1 take that discussion offline. I would -- I expected  
2 this to be moving ahead with an open advert. And  
3 BBK would obviously be very welcome to respond to  
4 that as well.  
5 MR. BANDELIN: Duly noted.  
6 VICE CHAIR SCHMITZ: I just have a couple  
7 of questions.  
8 This comes back to a discussion, and,  
9 perhaps, we need to put it on our next agenda, and  
10 that is the issue with the tennis courts. It seems  
11 as though the approach we're taking is we haven't  
12 moved fast enough, and so, therefore, we're going to  
13 do something very short-lived, that will be a cost  
14 to the District as opposed to taking what action  
15 needs to be taken with the -- whatever surfacing or  
16 reproduction of the tennis courts.  
17 My feeling is we should put that into high  
18 gear, and let's try to get that prioritized so that  
19 we aren't wasting money and putting in a temporary  
20 fix this year only to, a year later, go and rip that  
21 out and potentially redo.  
22 So, if that needs to be on our long-range  
23 calendar, I think that's something we need to bring  
24 to the Board.  
25 MR. BANDELIN: Noted.

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1 TRUSTEE TONKING: I believe we resurface  
 2 every year anyway. That's something we've always  
 3 done because we have such bad infrastructure.  
 4 And I think my understanding -- and maybe  
 5 this is a discussion we should have with  
 6 engineering, but my understanding was we can't get a  
 7 contractor, the permitting, fast enough in order to  
 8 have a contractor by May 1. That's the issue we're  
 9 running into.  
 10 We can talk more about this offline, you  
 11 and I, and I can explain to you what I heard.  
 12 VICE CHAIR SCHMITZ: I think that we need  
 13 to not spend money only to rip things out and spend  
 14 more money. So, let's figure out what we need to do  
 15 with those tennis courts that are deteriorating  
 16 underneath, and let's move them forward. We can put  
 17 that on our long range calendar.  
 18 Any other questions?  
 19 Moving on to the verbal report on the  
 20 update for the general manager recruitment status.  
 21 E 2. General Manager Recruitment Status  
 22 MS. FEORE: A quick verbal update on the  
 23 GM search. I may have spoken with individuals about  
 24 this. In partnering with Bob Hall and his team, we  
 25 tasked them to provide us a wide variety of

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1 and associates -- and they have generously agreed to  
 2 continue to working with us without additional fees,  
 3 outside of advertising, which is really nominal, to  
 4 continue the search. My goal is that by  
 5 mid-January, I'll have a better idea of, moving  
 6 forward, the kind of the applicants that they've  
 7 received.  
 8 I will tell you that my belief is the bulk  
 9 of the candidates that we're going to receive don't  
 10 have extensive private industry-type background. I  
 11 believe they are generally folks who are looking to  
 12 continue their careers in governmental agencies.  
 13 But we've cast the net very far and very wide, and  
 14 they've got a couple of people working on that.  
 15 They've been really responsive and phenomenal in  
 16 working with.  
 17 My goal is that by mid-January, I'll come  
 18 back with a verbal report of what we're seeing and  
 19 what our next steps are intended to be. And that's  
 20 kind of it.  
 21 TRUSTEE TULLOCH: Given the lack of  
 22 progress, should we be reconsidering whether we're  
 23 using the right recruiting consultants at the  
 24 moment? Let's be honest, we don't seem to have seen  
 25 much in the way of results, and we've all heard the

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1 candidates with varying backgrounds, not to just be  
 2 focused on governmental. We were looking for folks  
 3 who have, for lack of a better term, resort-type  
 4 experience with resort-type amenities like  
 5 recreation and such.  
 6 They did initially present to us a very  
 7 impressive, but incredibly limited, list of great  
 8 candidates. My biggest concern in that was the lack  
 9 of range that I believe -- and having worked with  
 10 our interim General Manager and also talking with  
 11 our interim Director of Finance to be able to bounce  
 12 ideas off, we were concerned that this search didn't  
 13 yield exactly what it was that we wanted to present  
 14 to the team.  
 15 Now that all said, we know that  
 16 historically the worst times of year to recruit for  
 17 executive-level positions are towards the end of the  
 18 year. People are getting ready for the holidays,  
 19 and it's just not a prime recruiting time for that  
 20 level of position.  
 21 Conversely, come the first of the year, a  
 22 lot of people do that kind of reexamination of life  
 23 and, perhaps, they want to reconsider other careers  
 24 or other opportunities.  
 25 What we've done in working with Bob Hall

40

1 complaints form the community, why is this going so  
 2 slowly?  
 3 Should we be reconsidering our choice to  
 4 have consultants?  
 5 MS. FEORE: I think that's a fair  
 6 question. I feel very strongly that we have the  
 7 right agency, only because I've seen the net that  
 8 they did cast, it was incredibly impressive. And  
 9 there's one thing we're getting with an agency like  
 10 Bob Hall and Associates, and that is that personal  
 11 touch. I get constant communication that I wouldn't  
 12 necessarily get if we went with a larger firm.  
 13 I really believe that this -- and I would  
 14 say that if we come back in January and the pickings  
 15 are still slim, maybe that's a conversation that we  
 16 reconsider. But I do believe, having had experience  
 17 in the recruiting world for a number of years, this  
 18 is just a really difficult time of year to be  
 19 recruiting for this level of position. And I think  
 20 that, along with our desire to present to the Board  
 21 a more vast background, I think has probably delayed  
 22 the process just a little bit.  
 23 TRUSTEE TULLOCH: I understand that. And,  
 24 yeah, I don't think anything disparaging or  
 25 suggesting they're not working their hardest.

41

1 My concern is the lack of progress and the  
 2 fact that, from your report, it appears they are  
 3 just bringing forward more cookie-cutter candidates,  
 4 more of the same.

5 MS. FEORE: To clarify, the candidates  
 6 that they did bring to our attention were the  
 7 candidates they did receive. They actually  
 8 presented to us what they received, and we had  
 9 narrowed it down to what we would consider proposing  
 10 to the Board. It was just -- my biggest concern was  
 11 that the number was pretty limited. And I think for  
 12 in a position like this, you want to see a variety  
 13 of candidates. You want to talk with people with a  
 14 greater number of candidates.

15 This was an internal decision, in  
 16 partnering with Bob Hall and Associates, so I just  
 17 wanted to clarify that piece as well.

18 And again kind of going back to it, I  
 19 think we're going to see -- and I know Bob and his  
 20 team are going to talk to everybody and their second  
 21 cousin, but I think what we are going to see is  
 22 probably a greater list of career city officials. I  
 23 think those are the folks who are interested in this  
 24 type of work.

25 We'll do our best, I will promise you

42

1 that.

2 TRUSTEE TULLOCH: That just amplifies my  
 3 concerns that we're just going to see more of the  
 4 same. That's why I'm wondering, are we getting the  
 5 correct diversity of candidates from this agency?  
 6 We're not a city; we're distinctly different from a  
 7 city, and we're distinctly different from a county.

8 I think that was -- seemed to be the  
 9 general desire expressed by the Board as well, to  
 10 not just move to another career public official in  
 11 terms of that. And that's why I'm raising these  
 12 concerns, because it sounds like we're just getting  
 13 basically the same, maybe getting more of the same,  
 14 and not having any diversity of thought and  
 15 diversity of candidates.

16 TRUSTEE TONKING: Correct me if I'm wrong,  
 17 but if I'm understanding from what you're saying is  
 18 that it is -- it's not so much the agency that's  
 19 having problems getting the people, it's that people  
 20 may not -- in the private sector, may not be as  
 21 excited to work in the government sector, and we're  
 22 seeing much more career people from the government  
 23 sector than -- it's not so much an agency; it's more  
 24 of an opting-in issue.

25 MS. FEORE: That is my professional

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1 opinion. And I think part of that is they're --  
 2 it's difficult to -- I understand that this is in a  
 3 city and I want to be careful on how I say this  
 4 because this is just my general opinion. There are  
 5 very specific rules and regulations to managing a  
 6 general improvement district, that people in  
 7 executive positions in private industry may not feel  
 8 comfortable or may not feel that they have that kind  
 9 of background to be successful in this type of  
 10 career, so why would they risk the great career that  
 11 they currently have for a position that they may not  
 12 be well suited for. Again, just me supposing the  
 13 mindset of people.

14 VICE CHAIR SCHMITZ: I want to comment and  
 15 say thank you, appreciate your effort.

16 And I think one of the things we should be  
 17 thinking about is that we have an opportunity here  
 18 with the director of golf position, with food and  
 19 beverage, with other positions to make sure that in  
 20 those positions, we are hiring people who have  
 21 hands-on business knowledge running those  
 22 businesses. And that we would, potentially, then  
 23 have a general manager who understands how to deal  
 24 with the governmental side of things.

25 We do have an opportunity here to

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1 accomplish the goal, and it might just be a little  
 2 bit of a different mix. It is our time to build  
 3 that proper mix.

4 MS. FEORE: Thank you for saying that  
 5 because that is a really, really good point. If we  
 6 can build the venue folks who have that kind of a  
 7 background, and then, basically, our leader has the  
 8 knowledge of government, I think that that can help  
 9 guide the ship as well.

10 It's not to discount Trustee Tulloch, I  
 11 completely understand what your concerns are, not to  
 12 discount that we don't want to bring to you a  
 13 variety of candidates, I just -- I guess I feel like  
 14 I need to make sure that you are prepared for the  
 15 fact that I may come back to you with another list  
 16 of career city officials, and that's through no  
 17 fault of Bob Hall and his team.

18 TRUSTEE TULLOCH: Totally understand that.  
 19 And I totally understand Trustee Schmitz's thoughts  
 20 upon it.

21 But, again, if -- we kind of know already  
 22 that what the current recruiting consultant is going  
 23 to bring back is just more of what we've not been --  
 24 what staff have not been particularly satisfied with  
 25 so far, to me, it's a case of, well, why are we

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1 doing the same thing and expecting different  
 2 results?  
 3           That's why I'm suggesting maybe we should  
 4 consider either bringing in another agency in  
 5 parallel, or looking at other potential options as  
 6 well. We're just doing the same old thing and  
 7 expecting different results.  
 8           VICE CHAIR SCHMITZ: We'll take that under  
 9 advisement, and we will include that in our January  
 10 report, if that's acceptable, so we can move on.  
 11           TRUSTEE TULLOCH: Thank you.  
 12           VICE CHAIR SCHMITZ: Thank you.  
 13           Moving on to E 3.  
 14           E 3. Beach Season Wrap-up  
 15           VICE CHAIR SCHMITZ: In an effort to try  
 16 to get through -- we have a really lengthy agenda  
 17 tonight. Rather than going through the individual  
 18 presentation slides that we've all had the  
 19 opportunity to review, could we open it up for  
 20 questions?  
 21           MS. LEIJON: Absolutely. I would like to  
 22 take this moment to introduce Adia Van Peborgh. If  
 23 you don't know her, she has been supervising the  
 24 beaches for about two years now and in a lead  
 25 position prior to that from 2018. Adia started with

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1 the District at the age of 14 at Diamond Peak as a  
 2 seasonal ski instructor in 2013, and then in 2015,  
 3 became seasonally employed during the summer at the  
 4 beaches.  
 5           She is now at the Rec Center and has been  
 6 with us since 2021, stole her from Mike Bandelin,  
 7 and has recently been promoted to operations and  
 8 community programming. She will be overseeing the  
 9 beaches in that position, continuing to oversee the  
 10 beaches.  
 11           I'm turning this report over to Adia. If  
 12 anybody has a really good handle on what's going on  
 13 at the beaches, she does.  
 14           VICE CHAIR SCHMITZ: If it's all right  
 15 with you, I'm just going to open up the floor for  
 16 questions.  
 17           TRUSTEE TULLOCH: I'm looking at the  
 18 presentation. You talk about food and beverage  
 19 concessions, that was a change this year. Do we  
 20 have any results? Has this is been a worthwhile  
 21 exercise, whether we've broken even on this, lost  
 22 money, or what the situation is? Obviously with  
 23 next year's budget coming out very quickly upon us,  
 24 we need to consider whether this is still the right  
 25 way to go.

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1           I'd like to see some data, some reporting  
 2 on this to see whether it has been an effective move  
 3 or not been effective.  
 4           MS. LEIJON: Unfortunately at this time,  
 5 we have just recently closed June of 2023, which  
 6 does not give us enough data to really look at what  
 7 food and beverage did throughout the summer months.  
 8 So, we do not have any recommendation about whether  
 9 or not it was profitable at this time. That is --  
 10 the revenue from the beach operation does go to food  
 11 and beverage, and that information is not in this  
 12 report.  
 13           We are working with Bobby Magee and his  
 14 staff to try to get that in information to you as  
 15 quickly as possible to see if it would make more  
 16 sense to go out to RFP to possibly bring in a vendor  
 17 again.  
 18           Our biggest challenge, not so much this  
 19 past year because we reduced the hours drastically  
 20 at the beach for operations, it was we closed a  
 21 few days and had shorter hours for food and  
 22 beverage. I would have to really dig into their  
 23 operational plan to give you the exact hours that  
 24 they opened. I can't remember off the top of my  
 25 head. But I do believe the year prior, our biggest

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1 issue was staffing, where our vendor in the past has  
 2 brought with them existing staff. They are working  
 3 with these individuals year-round, and they're able  
 4 to bring them into our seasonal operations. I  
 5 believe that if we go to RFP, the staffing issue  
 6 would be limited.  
 7           I'm sorry that we can't provide any more  
 8 financial information for you know to make an  
 9 informed decision, but we're working on that and  
 10 will get back to you on that as soon as possible.  
 11           TRUSTEE TULLOCH: What's the proposed  
 12 timing for that? Obviously if we need to get an RFP  
 13 out, we need to get moving on this.  
 14           MS. LEIJON: I was on the phone with  
 15 Director Magee. I know he has a very long list of  
 16 priorities that the Board has asked from him, so  
 17 I'll be working with his staff as quickly as  
 18 possible.  
 19           I would like to see an RFP completed by  
 20 February, if that's possible. Again, with our  
 21 limited staffing that we have as far as director of  
 22 community services and food and beverage, it may be  
 23 challenging, but that's the goal.  
 24           TRUSTEE TULLOCH: Another question: I  
 25 noticed on your proposed beach operations

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1 improvements, we're talking about  
 2 full-time, year-round ambassador positions,  
 3 benefited. I'm trying to understand what these  
 4 positions are and they require full -- year-round,  
 5 full-time positions for this when the beaches are  
 6 still relatively open during the winter period.  
 7 MS. LEIJON: That is our only source of  
 8 management of beach access during the winter months.  
 9 I'm going to turn this over to Adia because it's one  
 10 of the areas that I feel she is ready to present on.  
 11 She worked very closely with me and Curtis Trujillo  
 12 from human resources to create the ambassador  
 13 position.  
 14 It has grown from a summer, seasonal  
 15 position to one that serves the District in many  
 16 different areas. The parks are managed by the  
 17 ambassador, the Rec Center is closed nightly by the  
 18 ambassador. So we eliminated some of the security  
 19 costs that we had in the past and transferred it to  
 20 the ambassador position.  
 21 It's a much more collaborative role in the  
 22 District now whereby they're assisting parks,  
 23 they're assisting the Rec Center, they're covering  
 24 the beaches, and they pretty much have an eye on  
 25 most of our parks and rec venues year-round.

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1 utilized that much, as much as we would think that  
 2 they would be, and it's causing a lot of issues for  
 3 our front-line staff.  
 4 There's a lot of people that do not  
 5 understand why their grandchildren can't be in the  
 6 first degree. And then they end up kind of picking  
 7 and choosing which of their family members to kick  
 8 out of their -- which one's going to purchase the  
 9 additional pass and not have golf access.  
 10 When I ran these numbers, one thing you  
 11 can't see in additional purchased passes, to give  
 12 you a little bit more insight on how this is  
 13 working, is these active passes, the active passes  
 14 that were utilized in 2023, there's about ten scans  
 15 per pass; the additional passes, there's about  
 16 five and a half scans per pass. So they're paying  
 17 for these passes, but not using them as much. We  
 18 have had a lot of residents asking to have their  
 19 grandchildren put in the first degree.  
 20 Full-time, year-round ambassador  
 21 positions, Sheila touched on that a little bit. We  
 22 have had -- as of right now, we have two employees  
 23 who work year-round for the beaches, and then a  
 24 handful of seasonal staff, summertime or wintertime,  
 25 that work for the beaches. These employees have

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1 TRUSTEE TULLOCH: I'll take note, Trustee  
 2 Schmitz has noticed the problem a time, I think this  
 3 is something I'd like to understand. This is an  
 4 ambassador position, this sounds more like a  
 5 facilities management position, and where this  
 6 position should be and what we're actually doing  
 7 with it. You understand my concerns. Let's take  
 8 this offline in the interest of time here.  
 9 But, yes, I need to -- I'm not sure why  
 10 we're actually increasing this level here at this  
 11 stage, but we can take that offline.  
 12 TRUSTEE NOBLE: Looking at page 15 of the  
 13 slides, the proposed beach operations and  
 14 improvements, and you've got bullet points. I was  
 15 wondering if you could just briefly with each one,  
 16 touch on each one of those five, and the reasoning  
 17 why you are going to be proposing those  
 18 improvements.  
 19 MS. VAN PEBORGH: Okay. The first one  
 20 here is recommendation to adjust the family tree to  
 21 including grandchildren in the first degree. And  
 22 the reasoning for this is, one, if you'll notice on  
 23 my eleventh slide here, a lot of those additional  
 24 passes are being purchased by grandchildren of  
 25 homeowners. Those passes really are not being

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1 firsthand knowledge of all of our beach rules and  
 2 regulations, of Ordinance 7, and they're the ones  
 3 upholding it year-around, because our beaches are  
 4 restricted year-around.  
 5 They also are trained in incident  
 6 reporting, and they have District cell phones in  
 7 which they can call 911 in any case of emergency,  
 8 they're CPR certified, first aid certified. They're  
 9 the only employees on the beaches that can respond  
 10 to emergencies in the wintertime.  
 11 Fine-tuning onboarding processes for beach  
 12 hosts and higher-level training opportunities for  
 13 ambassadors, my onboarding process for beach hosts  
 14 right now is fairly streamlined. However in years  
 15 past, prior to COVID, we did have a Parks and  
 16 Recreation orientation at the beginning of the year,  
 17 and that has since laxed. I'd like to bring an  
 18 orientation back, which introduces a lot of the  
 19 management staff.  
 20 In working with parks and the Rec Center,  
 21 all of the management staff in those areas are  
 22 really good at introducing themselves to each team  
 23 and getting to know them. It would be nice to be  
 24 able to do that at the beginning of the season.  
 25 And higher-level training opportunities

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1 for our ambassadors, I would like to see them get  
 2 water safety certified in order to better help if  
 3 there's any emergency in the water when there's no  
 4 lifeguards on the beach, as well as potentially  
 5 getting some training with our Sheriff's Department  
 6 in deescalation.

7 CHAIR DENT: Before we go on, Trustee  
 8 Schmitz?

9 TRUSTEE SCHMITZ: I just have a couple of  
 10 clarifications on the two points that you already  
 11 covered.

12 One of the things in the public works  
 13 organization, in the, I believe, union contract,  
 14 they have a really great family tree that's  
 15 documented. I think we should take a look at that  
 16 and see how that fits and see if we can have  
 17 consistency there. I'd encourage you to seek out  
 18 that information.

19 Then I just have a question about the  
 20 second bullet point, the ambassadors. Do they work  
 21 weekends? Because we received a complaint about  
 22 excessive, apparent non-residents,  
 23 non-beach-deed-benefited individuals over the  
 24 Thanksgiving weekend holiday. So are they working  
 25 on those holiday weekdays? And do they actually

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1 inform people and request that they depart?  
 2 MS. VAN PEBORGH: Yeah. As of right now,  
 3 a majority of the time they are staffed from 7:00  
 4 A.M. until the beach is closed around 8:30 or dusk,  
 5 it's really when it gets dark, that's when they  
 6 close the beaches.

7 Holiday weekends, I do have requests from  
 8 some of them that they don't want to work or some of  
 9 them don't mind and they will work. They are there  
 10 on the holidays. Typically when it's wintertime  
 11 like this and we don't have access to the booths or  
 12 the computers, they will approach individuals who  
 13 are breaking our rules, our beach rules and  
 14 regulations. And when they approach those  
 15 individuals, they will ask them if they have beach  
 16 access.

17 So if they weren't breaking the rules and  
 18 regulations, they may not have approached them. But  
 19 they have, and we have record, typically they fill  
 20 out an incident when they approach people, they  
 21 don't have access, and they kick them off the beach.

22 TRUSTEE SCHMITZ: Thank you.

23 MS. VAN PEBORGH: Stronger compliance with  
 24 TRPA in reference to kayak and paddleboard  
 25 locations. We've already moved some of our

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1 paddleboard racks to better comply with TRPA  
 2 regulations of keeping them out of the stream zone.  
 3 We will continue to adhere to their regulations and  
 4 make sure that our storage is in compliance.

5 Improved patron communication on issues  
 6 such as pool closures, lifeguards off-duty, fire  
 7 restrictions on red flag days, weather-related  
 8 impacts. It's my suggestion that in our next budget  
 9 that we purchase LED signage for each of beach  
 10 booths that can be changed, depending on what kind  
 11 of information we need to get out to the public.  
 12 So, stuff like when it's a red flag day and you  
 13 can't use the barbecues, there's no lifeguards on  
 14 duty, issues such as that, we can put up on these  
 15 LED signage that's on top of the beach booth.

16 And I also want to improve our overall  
 17 flow of communication throughout our internal  
 18 system. So, when there is a pool closure or  
 19 lightning nearby, making sure that we finalize our  
 20 policies on those type of situations.

21 There's more on the other side.

22 TRUSTEE SCHMITZ: I have a question. We  
 23 have Fire Chief Summers in the audience.  
 24 Will we ever be able to use those  
 25 barbecues or should we convert them?

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1 MS. VAN PEBORGH: I do think -- in the  
 2 trends that has been going on with our fire weather  
 3 during the summer, I do think it might be something  
 4 that we should consider, converting them to gas  
 5 grills. We have been able to use them. We work  
 6 closely with the Fire Department to make sure we're  
 7 in adherence. And so that's red flag days and lake  
 8 wind advisory, we say that you cannot use the  
 9 charcoal barbecue grills.

10 But this summer, we did have access to our  
 11 barbecue grills. We just had a lot of red flag days  
 12 as well.

13 So, requiring a guest list for group  
 14 picnic reservations at the beaches, this came up in  
 15 our end-of-season beach debrief with my staff  
 16 members. Each year, we take about three, four hours  
 17 and talk about things they think could be improved.  
 18 This is something that came up with that.

19 We have about -- this year, we had about  
 20 71 group picnic rentals down at the beaches. And  
 21 most of the time they go really well. Not sure if  
 22 you're aware of our process, but typically the  
 23 resident will chose if they want to tally the guests  
 24 at the gate and pay for them later, or if each guest  
 25 is going to pay for themselves.

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1 When we do tally them at the gate, we have  
2 had situations where it's a he said/she said of how  
3 many guests actually attended. We have our tally  
4 list, and then the resident is saying that they have  
5 a different tally of how many people attended.  
6 It would be my recommendation and my  
7 staff's recommendation that, if we're going to  
8 continue with group picnic reservations, the  
9 resident is required to provide some sort of guest  
10 list for who is going to attend their event.  
11 Then, not sure if you heard, but,  
12 unfortunately, South Lake Tahoe has had a New  
13 Zealand mud snail invasion. TRPA is working to  
14 contain them. It has not reached North Lake Tahoe  
15 as of yet, but we are in communication with TRPA.  
16 They are going to provide us with any sort of  
17 changes to our operation that we may need to do in  
18 order to prevent the spread of the snails.  
19 Then expanding on incident report tracking  
20 and implementation of newly revised incident  
21 reports, I have been working with the safety  
22 committee on their process of making incident  
23 reports a little more user-friendly and refining  
24 them a bit more. Because a majority of incidents do  
25 happen at the beaches -- I would say beaches and

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1 which is different than the parcel.  
2 As of right now, the way that guests are  
3 entered into software, there's not a reporting  
4 process for that. If we wanted to do that in the  
5 future, that is something we can talk about and  
6 adjust.  
7 TRUSTEE SCHMITZ: Was it something that  
8 was a challenge for staff to manage when we had  
9 people with more than 15 guests? Where they  
10 required to make group picnic reservations? How  
11 many of those did you have?  
12 MS. VAN PEBORGH: So, essentially, I would  
13 say it happened twice this summer where somebody  
14 came up to the gate and had more than 15 people and  
15 they're like, hey, I want to bring these people in  
16 as guests.  
17 My staff are all well aware of the new  
18 implementation to the Ordinance, and they turn them  
19 away. They say, "I'm sorry, you can't have more  
20 than 15 guests per parcel."  
21 The two incidents that I'm talking about,  
22 the individuals then went up to the Rec Center and  
23 purchased a group picnic rental. So those two were  
24 managed. They had no problem going up there,  
25 purchasing a group picnic rental, coming back down

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1 Diamond Peak get the most incidents -- I have been  
2 heavily involved in this process.  
3 This summer I did work with Kari Brant to  
4 produce a better recordkeeping of our incident  
5 reports so that we can actually document and keep  
6 track of when individuals have multiple infractions  
7 or if there's a safety hazard that's continuing to  
8 happen at the beaches. We will continue to work on  
9 that, and also train staff on an incident reporting  
10 process so we can keep refining the way that we're  
11 doing it.  
12 TRUSTEE SCHMITZ: One of the things we  
13 changed in Ordinance 7 was to restrict the number of  
14 guests per parcel, per day. Did we run any sort of  
15 a report to know how many times did we have more  
16 than 15 guests per parcel?  
17 It was something that we wanted to have  
18 monitored to determine whether that was too high or  
19 too low. I didn't see that report in here.  
20 MS. VAN PEBORGH: Unfortunately with the  
21 software that we currently have, I think it's been  
22 talked about before, we cannot run a report per  
23 parcel. It would take a lot of sitting down and  
24 looking at the different parcels. Our software does  
25 not record by parcel. It records by household,

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1 with the paperwork. All is well and good.  
2 And then any other instance that would  
3 have occurred that I'm not aware of, my staff know  
4 to turn them away if they show up with more than 15.  
5 And I did have some of my ambassadors  
6 bring up situations to me where they thought maybe  
7 this one person kept bringing in people, and we  
8 addressed those situations that day as well.  
9 TRUSTEE SCHMITZ: I have to commend you  
10 and your staff.  
11 From a demeanor perspective, was this year  
12 better than years in the past, as far as how staff  
13 in the booths were treated by parcel owners and  
14 guests?  
15 MS. VAN PEBORGH: I really appreciate  
16 that. Thank you. My staff do work really hard and  
17 I love them so much.  
18 But I think it's all relative. I feel  
19 like every single year we have different issues.  
20 And, obviously, as staff revolve as well, this is  
21 not a job that, coming from a different job, you  
22 would be able to anticipate what is going to happen.  
23 In terms of incidents, I think it's about  
24 the same, if I'm being honest.  
25 TRUSTEE SCHMITZ: Is there anything that

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1 we can do to help be supportive of the staff sitting  
 2 in that booth dealing with things? Is there  
 3 anything that this board can do/should do?  
 4 MS. VAN PEBORGH: I think, realistically,  
 5 continuing on improving our incident reporting  
 6 process and making sure that we follow up on  
 7 incidents that do occur, that's going to be the most  
 8 helpful in these situations.  
 9 When I first started working back in 2015  
 10 for the beaches, if somebody started screaming at  
 11 you, nobody cared. So I think just making sure that  
 12 we document the incidents and follow up on incidents  
 13 is going to be the best thing for the staff.  
 14 TRUSTEE TULLOCH: In terms of for group  
 15 picnic reservations, do we not ask for payment  
 16 upfront in terms of if somebody's got 15 guests, do  
 17 we not ask for that payment upfront as well a guest  
 18 list?  
 19 MS. VAN PEBORGH: No. They pay for the  
 20 group picnic reservation itself upfront. They give  
 21 their estimate on how many guests are going to  
 22 attend, but we don't charge them for guests until  
 23 after the event.  
 24 Some residents do chose to have their  
 25 guests pay for themselves.

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1 change the permit.  
 2 Should we not be issuing that for the  
 3 number of people they're requesting? Otherwise, how  
 4 do we manage it if someone books for 15 and then  
 5 turns up with 50?  
 6 CHAIR DENT: I think you're combining two  
 7 separate issues. One is just guests showing --  
 8 Picture Pass Holders showing up at the gate and  
 9 trying to bring more than 15 people without having  
 10 any sort of group set up, where there were 71  
 11 reservations where knew we there would be a large  
 12 group. I think the add of the guest list will help  
 13 manage that.  
 14 Because then you guys can check it off as  
 15 they come in and it's hard for them to argue that  
 16 their guests didn't show up.  
 17 TRUSTEE TULLOCH: Understood. Just,  
 18 obviously, if somebody makes a reservation for 50,  
 19 then turns up with two, we've reserved the space for  
 20 50 or whatever the number happens to be. It just  
 21 seems to make more sense to charge based on that.  
 22 But, okay.  
 23 Thank you.  
 24 TRUSTEE NOBLE: When somebody makes a  
 25 group reservation, they pay a flat fee for that

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1 TRUSTEE TULLOCH: Well, wouldn't we just  
 2 simplify it and remove the problems of he said/she  
 3 said and the problems of sometimes getting payment  
 4 that you mentioned earlier, if we charge, do a  
 5 credit card hold for the guests upfront?  
 6 MS. VAN PEBORGH: We do hold their credit  
 7 card information. In terms of charging them  
 8 upfront, I think that would actually cause that same  
 9 issue in terms of -- we'd still have to track how  
 10 many guests came in, and then if there are less than  
 11 that number, we would have to refund them. If they  
 12 are more than that number, we'd have to call them  
 13 and have them pay more.  
 14 TRUSTEE TULLOCH: Would we necessarily  
 15 have to do that? Typically, if somebody's making a  
 16 reservation for the 15, we would expect them to pay  
 17 for the 15, shouldn't we?  
 18 MS. VAN PEBORGH: Correct, but say if they  
 19 pay for 15 and 20 people show up, we're going to  
 20 have to charge them for those extra people, and they  
 21 could do the same thing where they're saying these  
 22 extra five people didn't show up.  
 23 TRUSTEE TULLOCH: Well, it's just -- I  
 24 think you said earlier that when they turned up with  
 25 more than allowed, they then had to go and get --

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1 spot, say the Burnt Cedar pit; correct?  
 2 MS. VAN PEBORGH: Correct. We do have  
 3 weekday pricing and weekend pricing.  
 4 TRUSTEE NOBLE: And then they have the  
 5 ability to up to 99 people; is that correct?  
 6 MS. VAN PEBORGH: Correct.  
 7 TRUSTEE NOBLE: I'd give an example, I've  
 8 had times where I've reserved it. We've expected 75  
 9 to 90 people, but there's been smoke or  
 10 thunderstorms, and we end up having 12 people who  
 11 are okay with breathing in the smoke or getting  
 12 soaked with the thunderstorms.  
 13 But I think the idea of having a guest  
 14 list and then that's checked off would be a  
 15 fantastic way of belts and suspenders. And that way  
 16 you also don't get somebody coming in, feigning that  
 17 they're part of this group. They would at least  
 18 have to know somebody's name on that group, which  
 19 would, I think, is going to -- somebody that's doing  
 20 that, I find that hard to believe they're going to  
 21 be able to pull that off.  
 22 TRUSTEE TONKING: This is a great  
 23 presentation. I appreciate all the recommendations  
 24 you put forward. It was really helpful to walk  
 25 through each of them to answer a lot of my



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1 questions.

2 Thank you for both for the time.

3 CHAIR DENT: One last question. Unless my

4 colleagues have anything else?

5 Other than the first bullet point,

6 adjusting the family tree, were there any other

7 enhancements or changes that you guys recognize

8 this year that become an Ordinance 7 issue? Nothing

9 else -- I think only the first bullet point becomes

10 an Ordinance 7 recommendation.

11 And not that -- it would be nice to see

12 that list sooner rather than later. We've had that

13 on the long range calendar for a while, but we're

14 now two summers in, so I think it would be good to

15 get going on that.

16 MS. LEIJON: We plan on bringing that back

17 to you in January.

18 And it is mainly management of incident

19 reports and issues, not so much related to the

20 beaches. We feel very strongly, related to beaches,

21 that Ordinance 7 is pretty solid.

22 MS. VAN PEBORGH: My staff would agree as

23 well.

24 CHAIR DENT: Any further questions?

25 That will close out item E 3. Moving on

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1 cutting 20 individual checks to the same vendor in

2 the same day, we've got to look at better ways of

3 managing that. Particular from a case of making

4 sure that we've got proper financial controls in

5 place for that.

6 Also, we're now starting to generate some

7 money on our investments from our general fund

8 account.

9 I'll pass it across to interim Finance

10 Director Magee to give out more detail about that.

11 CHAIR DENT: Before we pass it along, he's

12 not in the room.

13 TRUSTEE SCHMITZ: Where are you standing

14 as far as adding a P card report to this report? Is

15 that's something on the to-do list?

16 TRUSTEE TULLOCH: Yes, it's on the to-do

17 list. I mean, I believe that these things should be

18 published, and we should be publishing these on the

19 website as well, along with the financial report.

20 You know, P cards, I've had lots of

21 discussions on in the past. There's still a lot of

22 work to do in terms of that.

23 TRUSTEE SCHMITZ: I have a question on

24 page 59. It looks like, perhaps, AT & T was paid

25 twice. I don't know.

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1 to item E 4.

2 E 4. Treasurer's Report

3 CHAIR DENT: October 2023 activities, just

4 treasury report.

5 TRUSTEE TULLOCH: As you see, we talked in

6 our previous treasure's report, the finance team has

7 been working on improving this report. It's still

8 very much a work in progress. What's notable is

9 we're actually reporting expenditures and costs,

10 various aspects, but we're not showing it against

11 budget yet. I've been working with interim Director

12 Magee to start moving forward so we can actually

13 understand what these numbers mean.

14 At the moment, it's all very well showing

15 that we spent, say, 8.3 million on salaries, year to

16 date, but is that within the expected budget range

17 or is it way outside it? That's what we're still

18 missing here, is having some metric to measure these

19 expenditures against.

20 Hopefully, it's at least becoming a bit

21 clearer, month by month, in terms of where the

22 money's going.

23 The other big issue we've been discussing

24 is still the number of checks that we're cutting,

25 individual checks that we're cutting. If we're

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1 I'm just bringing it to Mr. Magee's

2 attention, on page 59, right in the middle of the

3 page. Do you see that?

4 MR. MAGEE: Yes.

5 TRUSTEE TONKING: On page 6 of your

6 report, page 53 of the board packet, you have the

7 cost centers and then the year-to-date revenues and

8 expenses.

9 You say your financial record is not yet

10 closed, but these numbers are what you believe to be

11 correct up until when this board packet was printed,

12 or is this just until June?

13 MR. MAGEE: The reason this disclaimer is

14 on here, obviously, is that we're still diligently

15 working on closing last year's books, and there's a

16 number of accounting transactions that have happened

17 that are not reflected in these number. These are

18 not complete. We know there are some missing

19 revenues on there, for example, that we can identify

20 we are going to get to them, but as of right now,

21 they're not shown on here.

22 And so these numbers will change slightly

23 as we continue to get caught up.

24 TRUSTEE TONKING: My other question is:

25 In this check register, can we have a front page

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1 that breaks out everything that's above the 50,000  
 2 limit? It's just so I don't have to scan through  
 3 that as well. There's a lot of nuance in here that  
 4 isn't as helpful.

5 MR. MAGEE: This is obviously not a staff  
 6 report, this is a treasure's report. And if the  
 7 treasurer so directs, we will definitely do that for  
 8 you.

9 TRUSTEE TONKING: Ray, can we get the  
 10 50,000 and above broken out as a front page so I can  
 11 skim through it faster?

12 TRUSTEE TULLOCH: Absolutely.

13 CHAIR DENT: It looks like that closes out  
 14 item E 4. Moving on to item F.

15 F. CONSENT CALENDAR

16 F 1. Approval of Meeting Minutes

17 F 2. Contract Extension Time/Jacobs

18 CHAIR DENT: Item F 1, approval of the  
 19 meetings minutes from November 8, 2023, pages  
 20 61 through 300 of your board packet. Item F 2,  
 21 review, discuss, and possibly approve a contract  
 22 time extension with Jacobs for effluent tank storage  
 23 project, pages 301 through 305 of your board packet.

24 I'll entertain a motion.

25 TRUSTEE TONKING: I move that we approve

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1 the consent calendar.

2 CHAIR DENT: Motion's been made. Is there  
 3 a second?

4 TRUSTEE SCHMITZ: Second.

5 CHAIR DENT: Motion's been made and  
 6 seconded. Any discussion by the Board?

7 Seeing one, I call for the question. All  
 8 those in favor, state aye.

9 TRUSTEE TONKING: Aye.

10 TRUSTEE TULLOCH: Aye.

11 TRUSTEE NOBLE: Aye.

12 TRUSTEE SCHMITZ: Aye.

13 CHAIR DENT: Aye.

14 Opposed? Motion passes, 5/0. Consent  
 15 calendar is approved. We are going to take a  
 16 seven-minute break. We will resume at 7:40.  
 17 (Recess from 7:33 P.M. to 7:40 P.M.)

18 CHAIR DENT: All right. We're back.  
 19 Thank you.

20 We are moving on to item G 1, formerly G  
 21 9.

22 G. GENERAL BUSINESS

23 G 1. Site Use License Agreement/NV Energy

24 CHAIR DENT: Review, discuss, and possibly  
 25 adopt the revised Board Policy 23.1, the policy

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1 regarding access to confidential, non-public  
 2 information, found on pages 1039 through 1046 of  
 3 your board packet.

4 Trustee Noble?

5 TRUSTEE NOBLE: I just would to like to  
 6 put on the record that I will be recusing myself  
 7 from discussion and any action taken on this item  
 8 based on my previous work reviewing the NDPP when I  
 9 was at the Public Utilities Commission, as well as  
 10 my current consulting work with NV Energy.

11 CHAIR DENT: All right. We're going to  
 12 start that over. We're going to review -- item G 1,  
 13 formerly G 9, review, discuss, and possibly approve  
 14 an amended and restated site use license agreement  
 15 with NV Energy for the use of Diamond Peak Ski  
 16 Resort parking lot for helicopter operations, found  
 17 on pages 1047 through 1055 of your board packet.

18 TRUSTEE NOBLE: My previously stated  
 19 recusal still applies.

20 CHAIR DENT: All right.

21 MR. BANDELIN: Just a recap: At your  
 22 meeting on November 8th, 2023, the Board of Trustees  
 23 approved an agenda time to direct the interim  
 24 General Manager and District counsel to negotiate an  
 25 amendment of the site use license agreement with NV

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1 Energy to provide an alternative location for the  
 2 helicopter operations, not at Diamond Peak Ski  
 3 Resort.

4 As per the approval, general counsel and  
 5 interim General Manager engaged in discussion with  
 6 NV Energy, referencing the amendment to the  
 7 agreement. This discussion resulted in an  
 8 agreed-upon amendment and restated the site license  
 9 agreement use of Diamond Peak parking lot, and  
 10 prohibiting helicopter operations as shown within  
 11 your materials.

12 I'll note that it was staff's complete  
 13 intention to be able to provide the fully executed  
 14 site use agreement at this meeting, although staff  
 15 is in the process of awaiting the delivery of the  
 16 amended agreement signed from the staff at NV  
 17 Energy.

18 I'll probably call on general counsel to  
 19 kind of see if there's a possibility that we might  
 20 be able to walk through, maybe, the next steps of  
 21 approving this agreement without it being fully  
 22 executed with NV Energy.

23 MR. RUDIN: Yes. I will raise one sort of  
 24 separate issue, which is that late on Sunday, we  
 25 received an email from NV Energy asking to make

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1 modifications to some of the agreement terms that  
 2 are in your agenda packet.  
 3 Section 3.2 of your agreement, on page  
 4 1050 of the agenda packet, ends with: Licensee  
 5 shall not use the licensed area for refueling or  
 6 storage of fuel of any kind.  
 7 We received an email communication from  
 8 Daniel Howard asking that they be allowed to refuel  
 9 non-DOT equipment such as chainsaws or excavator  
 10 equipment which cannot travel independently off  
 11 site, which refueling would be limited to a  
 12 certified tender. That's a request from them, based  
 13 on it being impractical to load excavator equipment  
 14 on the trailers for transport off site, amid  
 15 construction.  
 16 So to the extent the Board wants to make a  
 17 modification there, I would recommend modifying that  
 18 last sentence in 3.2 to read: Licensee shall not  
 19 use the licensed area for refueling of storage fuel  
 20 of any kind, except for non-DOT equipment such as  
 21 chainsaws or excavation equipment that cannot travel  
 22 independently to an offsite fueling station, and  
 23 such fueling activities shall be in conformance of  
 24 all applicable safety laws.  
 25 CHAIR DENT: Okay. Thank you for that.

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1 Diamond Peak where they would have an off-road  
 2 vehicle that needs to be fueled. We probably had it  
 3 in several areas throughout the District with all  
 4 our construction everywhere.  
 5 TRUSTEE TULLOCH: Same way we refuel  
 6 snowcats. I agree.  
 7 CHAIR DENT: Exactly.  
 8 TRUSTEE SCHMITZ: My only question is, you  
 9 mentioned safety laws, what about -- does that  
 10 incorporate or encompass environmental?  
 11 MR. RUDIN: Not necessarily. Are there  
 12 particular environmental laws you're concerned  
 13 about?  
 14 TRUSTEE SCHMITZ: No. I'm just concerned  
 15 because that's a stream area, it's a runoff area,  
 16 that's all. I was just inquiring because there was  
 17 discussion about concerns for containment.  
 18 MR. RUDIN: Okay. I do think that that  
 19 should cover containment as well. I guess, you  
 20 know, you could also specify what -- in conformance  
 21 with all applicable safety laws and, you know,  
 22 legally required containment.  
 23 MR. BANDELIN: The comment is, speaking  
 24 with my neighbors right behind me here, I alluded to  
 25 them this would be no different than a few years ago

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1 Does anyone have any questions, concerns  
 2 with the potential recommended modifications?  
 3 TRUSTEE TULLOCH: Just I'm cognizant of  
 4 the public comment that was very much against that.  
 5 I'm -- I do have a feeling we should reach out to  
 6 the affected associations to make sure they're okay  
 7 with this. It's one thing, refueling chainsaws and  
 8 things, but typically they don't need to be done on  
 9 site. My experience with forest service, chainsaws,  
 10 carrying a couple-gallon can of fuel with us to  
 11 refuel where we're working rather than that central  
 12 location.  
 13 Once you're starting to refuel excavators  
 14 and you have a fuel tender there as well, it's  
 15 becoming a much more -- seems to be coming much more  
 16 up against the concerns expressed by the community.  
 17 CHAIR DENT: You are not in the room, and  
 18 I know at least one of the gentlemen that have been  
 19 very outspoken regarding this issue was shaking his  
 20 head in support of the changes.  
 21 TRUSTEE TULLOCH: Okay. I just wanted to  
 22 make sure we're properly communicating that to the  
 23 community.  
 24 CHAIR DENT: I see the request being no  
 25 different than any other construction going on at

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1 when we replaced the Incline Creek culvert. The  
 2 construction company of that particular job was Q&D,  
 3 and they have all the sufficient matters of storing  
 4 and refueling the equipment.  
 5 Then we also wanted to ask -- I think  
 6 counsel and I will ask just what the size of the  
 7 vessel that might be for this particular operation,  
 8 that we just might note that, as per the request of  
 9 the neighbors.  
 10 CHAIR DENT: Understood.  
 11 TRUSTEE TONKING: Can you also explain to  
 12 us next steps? I think that's where interim GM has  
 13 brought up next steps of approval of this since it's  
 14 not signed.  
 15 MR. RUDIN: Yeah. If the Board authorizes  
 16 the General Manager to execute the contract, then  
 17 there's no requirement that IVGID sign last. We  
 18 could sign first, and then it would be up to them as  
 19 to whether or not they want to sign.  
 20 The typical best practice is to always  
 21 have the counter-party sign first so we know they're  
 22 not going to request modifications if the Board  
 23 approves the contract, but that's a risk that we  
 24 just would be taking.  
 25 CHAIR DENT: What does the Board want to

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1 do?

2 TRUSTEE TONKING: I move that the Board

3 approve the amendment and restated site use license

4 agreement with NV Energy for the use of Diamond Peak

5 Ski Resort parking lot to prohibit helicopter

6 operations, and with the aforementioned

7 modifications by legal.

8 CHAIR DENT: Motion's been made. Is there

9 a second?

10 TRUSTEE SCHMITZ: I'll second.

11 CHAIR DENT: Motion's been made and

12 seconded. Any further discussion by the Board?

13 Seeing none, I'll call for the question.

14 All those in favor, state aye.

15 TRUSTEE TONKING: Aye.

16 TRUSTEE TULLOCH: Aye.

17 TRUSTEE SCHMITZ: Aye.

18 CHAIR DENT: Aye.

19 Motion passes, 5/0 -- 4/0, excuse me.

20 That will close out item G 1. Moving on to item G

21 2, formerly G 1.

22 G 2. Election of Officers

23 CHAIR DENT: Election of Board of Trustees

24 officers for the 2024 term, effective January 1,

25 2024. Can be found page 306 of your board packet.

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1 MS. WHITE: Nominations for officer

2 positions are now open. We will begin with the

3 position of Board Chair, or we can nominate -- have

4 nominations for slates of officer positions.

5 CHAIR DENT: I'll just say, I want to

6 thank my colleagues and the community for being able

7 to serve as the Chair of this board for one year.

8 I have always said that the Board Chair

9 position should rotate. I think it's important for

10 my colleagues to work closely with senior staff, the

11 General Manager, and legal counsel just to build

12 that rapport. I think it's important that everybody

13 gets a chance to do it, if they want to do it.

14 I'm excited to say that I not interested

15 in serving as the Board Chair another term.

16 With that, I will attempt to nominate a

17 slate. I will nominate Trustee Schmitz as the

18 chair. I will nominate Trustee Tulloch at the

19 treasurer. I will nominate Trustee Tonking as the

20 secretary. I will nominate myself as the vice

21 chair. And that's the nomination.

22 MS. WHITE: Are there any further

23 nominations? Do I have a second to that nomination?

24 TRUSTEE TULLOCH: I'll second that.

25 MS. WHITE: Can I have a roll call vote,

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1 please, starting -- oh, can I have discussion?

2 CHAIR DENT: Sergio, I don't think

3 we've -- yeah.

4 MR. RUDIN: You can certainly discuss or

5 debate any motions made. That doesn't mean you have

6 to.

7 TRUSTEE NOBLE: Chair Dent, I understand

8 your reason -- stated reason for wanting the

9 rotation. I do believe, though, there's a benefit

10 to the continuity of service for more than one year

11 at this point. So my preference -- strong

12 preference would be to maintain the current

13 positions that we all hold at this point.

14 I will be voting no.

15 CHAIR DENT: Thank you.

16 TRUSTEE TONKING: I also will be voting

17 no. And it's because I feel like our district is in

18 much disarray, and at least you have some knowledge

19 of where things are and the things that are going

20 on. I feel like currently -- and I currently feel

21 like you would be the best choice for chair. I

22 understand you don't want to do it, but I also will

23 be voting no.

24 CHAIR DENT: I don't have any discussion

25 to add to this. I'm ready for a roll call vote,

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1 unless someone else has something to say.

2 TRUSTEE TULLOCH: I'll go on record. I

3 applaud your decision and I applaud you sticking to

4 -- you've made this point many times in the past

5 when you've been on the Board, that the Board Chair

6 should rotate annually. I think that's good policy.

7 With regard to my colleague's comments

8 with continuity, I think that's where it makes a lot

9 of sense for you to stay on as vice chair. That, to

10 my mind, provides continuity as well as sticking

11 with your pledge of rotating the chair every year.

12 MS. WHITE: Is there any further

13 discussion?

14 Hearing no, may I have a roll call vote,

15 please. Trustee Tonking?

16 TRUSTEE TONKING: No.

17 MS. WHITE: Trustee Schmitz?

18 TRUSTEE SCHMITZ: Yes.

19 MS. WHITE: Trustee Dent?

20 CHAIR DENT: Yes.

21 MS. WHITE: Trustee Tulloch?

22 TRUSTEE TULLOCH: Yes.

23 MS. WHITE: Trustee Noble?

24 TRUSTEE NOBLE: No.

25 MS. WHITE: That roll call vote takes us

81

1 to a 3/5, and passes. Thank you.

2 CHAIR DENT: That will close out item G 2,

3 formerly G 1. Moving on to item G 3.

4 G 3. State of Nevada Clean Water Contracts

5 CHAIR DENT: Approve and authorize the

6 General Manager to execute the State of Nevada clean

7 water state reinvolving funds loan contracts CW2401

8 and CW2402 in the aggregate amount of 36,740,000 to

9 complete the financing of the effluent pipeline

10 project. Can be found on pages 307 through 431 of

11 your board packet.

12 MR. MAGEE: Thank you, Chair Dent.

13 I'm going to make a couple of brief

14 comments related to this item. My comments will,

15 essentially, be identical for the following item,

16 which was formerly G 3, now G 4. These two items,

17 essentially, go hand in hand.

18 Item -- this item before you now is to

19 authorize the General Manager to execute the State

20 reinvolving fund loan contracts, which are an amount

21 up to \$36,740,000.

22 The way this program works is the State

23 also requires to collateralize, essentially, this

24 loan. And so the following item is the request to

25 possibly approve the resolution which allows for

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1 private placement bonds, which the State then

2 purchase from IVGID directly, and then

3 collateralizes the amount of the loan.

4 To be clear, this is not floating a bond

5 for the full amount of \$36,740,000. It is an amount

6 up to that. So the way that this works is as actual

7 costs are incurred, we would then apply for

8 reimbursement through the State loan program, and we

9 would draw down only the amount of the actual costs

10 incurred. And the amount of the bond would then be

11 floated to equal the exact amount which is drawn

12 down.

13 Now, there are a number of things that may

14 or may not materialize that are related to the

15 overall pipeline project. For example, we do

16 believe that we will eventually get a grant from the

17 Army Corps of Engineers. However, as of today, that

18 is not set. We do not have these contracts signed.

19 We do believe we'll get it.

20 And so the ultimate amount of this loan

21 would, theoretically, then be reduced by the amount

22 of the grant. However, the recommendation tonight

23 is to authorize staff to enter into these contracts

24 up to the full allowable amount, and then we will

25 provide reports back to the Board in what amount is

83

1 actually drawn down.

2 We do anticipate, ultimately, that it will

3 be some amount less than this full \$36 million. And

4 I will say, I did receive a question earlier today,

5 are we paying interest on this full amount? And the

6 answer is no, were not. We would only be paying

7 interest on the amount that we actually end up

8 borrowing. So we anticipate that the interest

9 amount will be on a principal amount that is lower

10 than the \$36,740,000.

11 So the comments are essentially the same

12 as I mentioned on this item and the following item

13 on the agenda. And we have a number of individuals

14 that are here, happy to answer any questions,

15 myself, interim public works director Kate Nelson,

16 as well as our municipal advisor, Ken Dieker, and

17 bond counsel, Kendra Follett are on the line.

18 Happy to answer any questions the Board

19 may have.

20 CHAIR DENT: Questions?

21 TRUSTEE SCHMITZ: Are we paying additional

22 fees for taking excess funds? If we are going and

23 saying we're going to go and ask for the full

24 amount, I understand that we don't necessarily use

25 it, but are we paying fees on that sum?

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1 MR. DIEKER: This is Ken Dieker.

2 No, there is a fee that is paid to the SRF

3 that's an origination fee for the full amount. I

4 believe it's in the staff report. I'd have to find

5 it here quickly.

6 But other than that, there are no ongoing

7 fees for that. Whether you draw down the amount or

8 not, there is an origination fee for them basically

9 reserving the money for you to be able to draw it

10 down, but there's no ongoing fees beyond that.

11 TRUSTEE TONKING: Going off that question,

12 the origination fee is not based off a percent of

13 the loan amount? It's just a set fee?

14 MR. DIEKER: No. It's based on a percent,

15 and it's in the staff report for the bond

16 resolution. I'll find that out and get back to you

17 on that in a moment.

18 TRUSTEE TONKING: So then we are paying

19 more fees by pulling down the full amount.

20 MR. RUDIN: Page 309.

21 TRUSTEE TONKING: Yes, we are paying more

22 fees to take down this amount. Great.

23 TRUSTEE SCHMITZ: So the fee amount is the

24 181,000, 182,000, that's the total. It's on the

25 bottom of 309; is that correct? It's .5 percent.

85

1 MR. DIEKER: Yes.

2 TRUSTEE SCHMITZ: Why do we want to

3 take -- if we don't need it, we don't need it, we

4 have our risk reserve, why are we wanting to go and

5 do this and incur fees related to it?

6 MR. MAGEE: Sure. So there's a number of

7 reasons why staff is making the recommendation to

8 sign the contract which allows us to draw down up to

9 that amount. Ultimately, we will not draw down any

10 amount in excess of what is actually expended on the

11 project.

12 Obviously when you're doing underground

13 projects, things happen. And we don't know -- for

14 example -- like I said, we believe we'll get that

15 Army Corps of Engineers grant, but we don't know

16 that as of today. And that's part of the reason for

17 the recommendation tonight. A combination of all

18 those things.

19 TRUSTEE TONKING: Going back to the .5

20 percent fee, I'm guessing that origination fee,

21 because we paid it originally for our first loan,

22 percentage of the loan, so then if we did go over,

23 we would have to pay that fee again? Or does that

24 percentage change?

25 I guess my question is: Does that

87

1 fees we would be paying in excess. That's if we

2 were to get the money. I just want to think about

3 it that way. Okay.

4 TRUSTEE NOBLE: My question is: If we

5 don't, tonight, go after the \$36 million SRF loan

6 and we request something less than that and we end

7 up having to come back and ask for that delta at a

8 later point, is IVGID going to incur additional

9 costs as a result of going back and, basically,

10 reinventing the wheel for this?

11 MR. MAGEE: The answer is yes, we would

12 have to go through this entire process again. We

13 would need to hire bond counsel again, a municipal

14 advisor again, and go through the entire process of

15 their time, staff time, and Board time in order to

16 ask for an incremental amount in the future.

17 MR. DIEKER: Just really quickly to

18 clarify too, I think that they were kind enough to

19 reserve the balance of this in their initial

20 approval. What we risk is if you don't draw this

21 down or you drawn down something less than that, at

22 this point, they may or may not reserve the balance

23 in the future.

24 So it may actually be a more-complicated

25 application. We would have to go back through the

86

1 percentage stay the same no matter what we do?

2 MR. DIEKER: That's the SR policy. That

3 percentage stays the same. You paid half a percent

4 on the first 16 million that you borrowed, and then

5 half a percent now is on the 36 million that is

6 remaining to be borrowed or possibly be borrowed.

7 TRUSTEE SCHMITZ: What's the 368,000?

8 That's in the next agenda item as part of the

9 resolution.

10 MR. DIEKER: That is a portion of the loan

11 amount that is principal forgiveness. They're

12 basically forgiving you that principal. You do not

13 have to repay that back, and you're not paying

14 interest on that.

15 TRUSTEE TONKING: So the amount of the

16 Army Corps dollars was 5.9 million, I believe?

17 MS. NELSON: That was for increment one,

18 which was for the storage tank project.

19 What we're working on now with the Army

20 Corps is increment two, which is the pipeline

21 project. The Army Corps views this as one project,

22 they've just broken it up into increment one and

23 increment two.

24 Increment two is about for \$4.3 million.

25 TRUSTEE TONKING: So that's \$215,000 in

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1 whole process because they would have dropped that

2 reserve amount.

3 TRUSTEE TULLOCH: That's absolutely

4 correct. Just to put this into context, this fee is

5 an origination fee, as Mr. Dieker put it, to reserve

6 the money to ensure the money is there if we need to

7 borrow it. And quite right when he makes the point

8 if we borrowed less, if we borrowed less now, we

9 would -- and then we find we needed more money, we

10 would have to pay a higher origination fee.

11 We're not actually drawing down on this

12 money, we're only drawing down on it as and when

13 required.

14 And assuming -- if we make the assumption

15 that we got 6 million from the Army Corps of

16 Engineers the only downside to this, the only

17 financial hit to this would be approximately \$30,000

18 for actually reserving that money at a preferred

19 interest rate. So we're actually also locking in

20 the interest rate.

21 I understand the concerns of my colleagues

22 that we don't want to borrow more than has been

23 stated. We're not actually borrowing, we're only

24 going to draw down on the amount we need. What

25 we're doing is basically paying a credit facility

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1 for holding fees to make sure we still get this  
 2 money at 2.19 percent in the future, should we need  
 3 the full amount.  
 4 I do have a question for interim Director  
 5 Magee. If we're borrowing this at 2.19 percent, as  
 6 a member of the public pointed out, we don't  
 7 necessarily need to borrow all this money up front,  
 8 for the first stage of GMP2 should be approved. But  
 9 we're actually getting more than 2.19 percent on  
 10 overnight borrowings at the moment, haven't we?  
 11 MR. MAGEE: That is correct. Yes, we are  
 12 receiving an amount significantly higher than that.  
 13 But, obviously, this -- yes. To answer your  
 14 question, yes, we are currently receiving an amount  
 15 that is just short of the overall fed funds rate,  
 16 which is close to -- the last time I looked, it was  
 17 about 4.7, 4.8 percent.  
 18 TRUSTEE TULLOCH: So we should probably  
 19 look at a strategy, how much of existing funds have  
 20 we used and then drawing down in parallel as well to  
 21 actually arbitrage it a little bit.  
 22 CHAIR DENT: Good point.  
 23 TRUSTEE TONKING: I move that the Board of  
 24 Trustees authorize the General Manager to execute  
 25 the State of Nevada clean water state revolving fund

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1 and conditions thereof securing payment through a  
 2 pledge of net revenues derived from the utilities  
 3 system of which the financed project is a part,  
 4 ratifying actions previously taken toward the  
 5 issuance of the bonds and providing other matters  
 6 relating thereto. Can be found on pages 432 through  
 7 485 of your board packet.  
 8 MR. MAGEE: Once again, my comments are  
 9 identical to -- on this side, identical to what I  
 10 mentioned previously. This is step two of securing  
 11 the overall SRF loan.  
 12 What we are requesting the Board to do is  
 13 approve the resolution, which allows us to,  
 14 essentially, take the actions needed to float the  
 15 bond to guarantee the loan proceeds.  
 16 CHAIR DENT: Understood. Any questions  
 17 from my colleagues?  
 18 TRUSTEE TONKING: I move that the Board of  
 19 Trustees approve Resolution No. 1906, providing for  
 20 the issuance of the sewer bond series 2024A in the  
 21 maximum amount of \$36,371,700, and sewer bond series  
 22 2024B in the maximum amount of \$368,300, principal  
 23 forgiveness, providing the forms, terms, and  
 24 conditions thereof, securing payment through a  
 25 pledge of that revenues derived from utility systems

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1 loan contract, CW2401 and CW2402, in the aggregate  
 2 amount of to 36,740,000 to complete the financing of  
 3 the effluent pipeline project.  
 4 CHAIR DENT: Motion's been made. Is there  
 5 a second?  
 6 TRUSTEE NOBLE: Second.  
 7 CHAIR DENT: Motion's been made and  
 8 seconded. Any further discussion by the Board?  
 9 Seeing none, I'll call for the question.  
 10 All those in favor, state aye.  
 11 TRUSTEE TONKING: Aye.  
 12 TRUSTEE TULLOCH: Aye.  
 13 TRUSTEE NOBLE: Aye.  
 14 TRUSTEE SCHMITZ: Aye.  
 15 CHAIR DENT: Aye.  
 16 Motion passes 5/0. Thank you. That  
 17 closes out item G 3, formerly G 2. Moving on to  
 18 item G 4.  
 19 G 4. Resolution 1906/Sewer Bonds  
 20 CHAIR DENT: Review, discuss, and possibly  
 21 approve Resolution No. 1906 providing for the  
 22 issuance of the sewer bond series 2024A in the  
 23 maximum amount \$36,371,700, and the sewer bond  
 24 series 2024B in the maximum amount of \$368,300,  
 25 principal forgiveness, providing the forms, terms,

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1 of which the finance project is part of, ratifying  
 2 actions previously taken toward the issuance of  
 3 bonds, and providing other matters pertaining  
 4 thereto.  
 5 CHAIR DENT: Motion's been made. Is there  
 6 a second?  
 7 TRUSTEE NOBLE: Second.  
 8 CHAIR DENT: Motion's been made and  
 9 seconded. Any further discussion?  
 10 All those in favor, state aye.  
 11 TRUSTEE TONKING: Aye.  
 12 TRUSTEE TULLOCH: Aye.  
 13 TRUSTEE NOBLE: Aye.  
 14 TRUSTEE SCHMITZ: Aye.  
 15 CHAIR DENT: Aye.  
 16 Motion passes, 5/0. Thank you, both.  
 17 That will close out item G 4. Moving on to item G  
 18 5, formerly G 4.  
 19 G 5. Construction Agreement/Granite  
 20 Construction  
 21 CHAIR DENT: Review, discuss, and possibly  
 22 approve construction manager at risk construction  
 23 agreement with Granite Construction for completion  
 24 of Phase 2 of the effluent export pipeline,  
 25 including the negotiated schedule of values, CMAR

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1 fee and owner-controlled risk reserve prepared for  
 2 the GMP in the amount of \$46,744,705. Can be found  
 3 on page 46 through 775 of your board packet.  
 4 MR. KLEIN: I do have something to share  
 5 here, for reference, if needed. To introduce the  
 6 state we're at with the project, we have completed  
 7 final negotiations. Many thanks to Trustee Tulloch  
 8 for his very important assistance in chairing the  
 9 final negotiation meeting that got us to today's  
 10 stage.  
 11 We did work at length with Granite and  
 12 staff to arrive at a compromised solution that I  
 13 think is best for the District in carrying forward  
 14 under this CMAR. The main change at this stage  
 15 within that contract was a reduction of the CMAR fee  
 16 from a 14 percent down to a 10 percent agreed share,  
 17 with the increase risk being passed along to -- or  
 18 share of the risk, you could say, passed on to the  
 19 contractor through an opportunity to make that back  
 20 with a share of the risk register at the end of the  
 21 project if that is not utilized.  
 22 So they do take a hit at the front end,  
 23 however, if construction goes well and they do  
 24 everything they can to minimize the use of that  
 25 owner-controlled risk register, they are entitled by

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1 this year by year.  
 2 I don't think the position we find  
 3 ourselves starting in here is a position we would  
 4 like to be. This project has been delayed and  
 5 delayed and delayed by previous boards, and as a  
 6 result, the costs have gone up from 20 million to 60  
 7 million-plus. I think that's an unfortunate fact of  
 8 life. We can't change these previous decisions.  
 9 The decision to hire a CMAR contractor  
 10 with a 14 percent margin was made by previous staff  
 11 members, not the staff members here involved.  
 12 Everyone involved has been faced with an  
 13 less-than-ideal situation. Would we like to get a  
 14 5 percent CMAR fee? Sure, that would be great. I  
 15 don't think it's realistic.  
 16 We would like to bid this out to other  
 17 contractors? Let's be honest, the reality here is  
 18 that there's probably only two or three contractors  
 19 around here that would actually take this project  
 20 on. If we were to bid this out now to a completely  
 21 new contractor, the chances of getting a bid out, a  
 22 response from the contractor to be able to start  
 23 work this year is slim to none.  
 24 While in some respects this may be a tough  
 25 deal to swallow, I think it actually is a reasonable

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1 this contract terms to a share of that unused risk.  
 2 And one other small note that's in the  
 3 packet, with the completion of GMP1 -- and we are  
 4 still waiting on some final closeouts from some of  
 5 our suppliers -- we have seen a million-dollar  
 6 decrease in the expected total overall costs, so we  
 7 have been able to release some of the funds. The  
 8 total cost is now down \$1 million, from 63.5 to  
 9 about 62.5 million, forecast, total cost, kind of  
 10 worst case scenario.  
 11 I suppose with that, I'll it turn over to  
 12 the Board, to the Chair. If you have any questions,  
 13 here to answer.  
 14 CHAIR DENT: Thank you for that.  
 15 TRUSTEE TULLOCH: Let me just make a few  
 16 remarks about this because there's been a lot of  
 17 talk in public comment and things, and a lot of  
 18 claims there's different ways of doing things. I  
 19 think everyone here knows that I am vehemently  
 20 opposed to CMAR contracts. I think the concept of  
 21 shared risk is illusory.  
 22 In this case, I think we've -- there's  
 23 been lots of comments, there's different ways of  
 24 doing it, we could bid this out separately, we could  
 25 do this year by year, and we could go back through

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1 deal, given where we started from. For those of you  
 2 that are gambling people, I'd liken this to a poker  
 3 game, where our high card was a seven and we're  
 4 negotiated against a couple of jacks or duces,  
 5 whatever people call them these days.  
 6 I believe what we have come up with is an  
 7 innovative solution. I've also heard it said, well,  
 8 the contractor gets money out of the risk reserve  
 9 reward for nothing.  
 10 Yes, we don't -- the less we spend on the  
 11 risk register, the less than the overall cost is to  
 12 the District. Does the contractor get a bit more  
 13 money from that? Yes. It also means they're  
 14 incentivized to do this as efficiently as possible.  
 15 I think what this also does is it gives us  
 16 reasonable certainty on pricing now. We can now go  
 17 ahead and complete the project without having to go  
 18 through this, a huge amount of negotiations and RFPs  
 19 every year to do it.  
 20 In my view, this provides the best  
 21 solution that we can get, given the circumstances  
 22 for the District. I think what we have come up with  
 23 is a fairly innovative deal in the CMAR world. I'll  
 24 still express my opposition to CMAR contracts in the  
 25 future. We found ourselves in a position here where



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1 we shouldn't be, but I think we have come to a  
 2 semi-reasonable situation.  
 3           If anyone believes they can negotiate a  
 4 better solution, go for it. We've come up with a  
 5 reasonable solution that allows us to get this  
 6 project completed now.  
 7           TRUSTEE NOBLE: I agree that I believe  
 8 this is a reasonable agreement that we should  
 9 approve based on the circumstances that we're faced  
 10 with today. And I would like to thank Granite  
 11 Construction for agreeing to the reduction in CMAR  
 12 from 14 to 10 percent. That makes it much more  
 13 palatable.  
 14           And I would also like to thank Trustee  
 15 Tulloch, staff, and Granite Construction for sitting  
 16 down and coming up with an outside-the-box  
 17 resolution or agreement with regards to the risk  
 18 register, which I believe provides skin in the game  
 19 for all involved, and hopefully work to a final  
 20 product that we can all be happy with, at a  
 21 reduction in cost that we'll also be happy with.  
 22           TRUSTEE TONKING: I have -- I want to  
 23 thank everyone and Trustee Tulloch for taking all  
 24 the time and energy to do that, as well as staff.  
 25 You've done a lot of work to get us here, and I

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1 say is I've been disappointed with the performance.  
 2 I think we -- the communication from outside counsel  
 3 here has not been good. Let me leave it at that.  
 4           TRUSTEE TONKING: I would like us to  
 5 consider that in future conversations, whether it's  
 6 legal or not, just so that we don't use taxpayer  
 7 dollars in a way we don't know what happened.  
 8           CHAIR DENT: Yeah. Maybe you and Trustee  
 9 Tulloch can follow up offline with that.  
 10           TRUSTEE SCHMITZ: I think this question is  
 11 for Trustee Tulloch. In section 7.3, 733, it refers  
 12 to construction manager's profit. However,  
 13 construction manager's profit isn't defined and  
 14 isn't used somewhere else in this contract because  
 15 it's undefined, and I'm curious why it's here.  
 16           TRUSTEE TULLOCH: It's here, Trustee  
 17 Schmitz, as part of the -- if you compare this to  
 18 the previous version, we've actually made some  
 19 changes here to pull out some of the things that  
 20 were -- that appeared to be getting double charged.  
 21           While this is stated as profit, to my  
 22 mind, this is not really a profit; this is some of  
 23 the standard overheads. This is not -- the standard  
 24 wording seems to be calling it "profit," I don't  
 25 believe these are actually profit. These are

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1 appreciate it. And Granite for doing that as well.  
 2           I have one question: In terms of the  
 3 outside counsel we hired for this, what was their  
 4 finding?  
 5           TRUSTEE TULLOCH: I think I prefer to take  
 6 some advice from our counsel on that. I don't want  
 7 to say too much.  
 8           MR. RUDIN: I don't think that it makes  
 9 sense to disclose any sort of attorney/client  
 10 confidential advice in an open meeting with respect  
 11 to this contract.  
 12           But if there were issues that were raised,  
 13 presumably, they were addressed or would have been  
 14 made known to the Board by that outside attorney.  
 15           TRUSTEE TONKING: I think I'm just  
 16 concerned that we spend money on outside counsel and  
 17 we never receive findings. And I'm fine with this  
 18 contract. I think just, future, if we're going to  
 19 spend money on outside counsel to do these projects,  
 20 I like to know what actually came of it. And I knew  
 21 that was a big complaint when we had this meeting  
 22 last time that we had not heard from them. So, I  
 23 was just following up on that issue.  
 24           TRUSTEE TULLOCH: I need to careful what I  
 25 say, but, yeah, I would agree. I think -- all I can

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1 standard overhead costs that would be incurred.  
 2           TRUSTEE SCHMITZ: I understand. My  
 3 question is, really, why is this here as an  
 4 exclusion if it's not anywhere else. It just, to  
 5 me, stood out.  
 6           MR. RUDIN: As I read this, this  
 7 basically -- to the extent that there are profit  
 8 components in the contract, this makes clear that  
 9 they are not going to get the 10 percent fee stacked  
 10 on top of their profit as an additional profit.  
 11           TRUSTEE SCHMITZ: But it's not used  
 12 anywhere else.  
 13           And I really appreciate all of the time  
 14 that went into negotiating the reduction of the CMAR  
 15 fee.  
 16           As it relates to the risk reserve, if the  
 17 risk reserve funds are used, they get the CMAR fee  
 18 for that, for that work; correct?  
 19           TRUSTEE TULLOCH: That is correct. They  
 20 get the 10 percent. If the funds are not spent,  
 21 they get 20 percent, and we save 80 percent. If the  
 22 funds are used, the whole cash amount goes out. If  
 23 the funds are not used, there's only 20 percent of  
 24 it goes out.  
 25           TRUSTEE SCHMITZ: I guess I don't

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1 understand the logic about giving them an incentive.  
 2 The risks are the risks. If they have to use it,  
 3 they have to use it. The last thing I want to do is  
 4 have someone say, we're going to ignore that risk so  
 5 that we get an extra piece of pie.  
 6 I feel like that 20 percent is not  
 7 something that is potentially good for the District.  
 8 TRUSTEE TULLOCH: Well, I think we need to  
 9 understand what we're defining as risk. This is not  
 10 safety risk and things like that. This is what  
 11 would normally be change orders. The fact that the  
 12 contractor has skin in the game here and has  
 13 potential additional profit at stake means that it  
 14 makes it much more worthwhile to push really hard to  
 15 make sure we avoid or we minimize these change  
 16 orders, whether it's looking at different particular  
 17 ways of doing it and different ways of not.  
 18 Otherwise, every contractor is  
 19 incentivized, particularly under a CMAR contract  
 20 like this, could make an extra 10 percent for every  
 21 dollar of the risk reserve they actually spent.  
 22 They're incentivized to spend as much of that to  
 23 maximize their profit.  
 24 Here, it actually makes more sense for  
 25 them to minimize the spend.

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1 TRUSTEE SCHMITZ: My only other question,  
 2 back to this ACE loan, and what are requirements in  
 3 order to -- I'm sorry. Not the ACE loan. The  
 4 grant.  
 5 Are we -- potentially, if we go and do  
 6 this for the entire project, are we creating  
 7 obstacles for ourselves as it relates to what action  
 8 we need to take and not take in order to qualify for  
 9 the grants?  
 10 MS. NELSON: The short answer is for the  
 11 SRF loan, we have met all the requirements through  
 12 the State, which means competitively bid based on  
 13 the NRS. We've done that. We've satisfied their  
 14 requirements on that end.  
 15 Even for Army Corps, they are working on  
 16 projects that are CMAR as well. And the same thing:  
 17 We have met the competitive bidding requirements  
 18 that are required for public works, so I don't see  
 19 there's an issue.  
 20 TRUSTEE SCHMITZ: I would request that in  
 21 the payment section, we add where invoices are to be  
 22 sent so we have standardization among our contracts.  
 23 So if we could just add that they need to send it to  
 24 accounting as well, I would appreciate it. Then we  
 25 have standardization across our contracts.

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1 TRUSTEE TULLOCH: I would like the motion  
 2 to consider what I discussed with acting Director  
 3 Magee in the previous motion. We should look at how  
 4 best to make these payments and how best to draw  
 5 down the loan. I don't know if we need to include  
 6 that in the motion or not, if we can just do that as  
 7 an operational issue.  
 8 CHAIR DENT: Yeah, I think it is  
 9 operational.  
 10 TRUSTEE TONKING: I move that the Board of  
 11 Trustees approve CMAR construction agreement with  
 12 Granite Construction for the effluent pipeline  
 13 project with a guaranteed maximum price in the  
 14 amount of \$46,744,705.15, inclusive of 7.688 million  
 15 owner-controlled risk reserve for 2023/2024 capital  
 16 improvement project; fund: utilities; division:  
 17 Sewer; project number 2524SS1010, with invoice  
 18 improvement to contract.  
 19 CHAIR DENT: Motion's been made. Is there  
 20 a second?  
 21 TRUSTEE NOBLE: Second.  
 22 CHAIR DENT: Motion's been made and  
 23 seconded. Any further discussion by the Board?  
 24 Seeing none, I'll call for the question.  
 25 All those in favor, state aye.

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1 TRUSTEE TONKING: Aye.  
 2 TRUSTEE TULLOCH: Aye.  
 3 TRUSTEE NOBLE: Aye.  
 4 TRUSTEE SCHMITZ: Aye.  
 5 CHAIR DENT: Aye.  
 6 Motion passes, 5/0. That closes out  
 7 item G 5. Moving on to item G 6.  
 8 G 6. Construction Contract/Sewer Pump Station  
 9 1  
 10 CHAIR DENT: Review, discuss, and possibly  
 11 approve construction contract for the sewer pump  
 12 station number one improvements for 2023/2024  
 13 capital improvement project in the amount of  
 14 1,113,500. This can be found page 776 of your board  
 15 packet.  
 16 MS. WATERS: Good evening, Board. Jim  
 17 Youngblood, our utilities superintendent here as  
 18 well.  
 19 We have laid it out in the board packet  
 20 and we really don't need to discuss it any further  
 21 unless there's anymore questions.  
 22 CHAIR DENT: Any questions by the Board?  
 23 TRUSTEE SCHMITZ: Why is it that we have  
 24 mobilization and demobilization for every single  
 25 alternative if we're going to award this as one

1 complete project?  
2 MS. WATERS: Bid alternative 1 is the base  
3 bid, and I think we all understand why we structured  
4 it this way, because we didn't know when the numbers  
5 were going to come in, and we bid alternatives 1, 2,  
6 and 3.  
7 Right now, we're being told that the gear,  
8 the switch gear, the motor control centers could be  
9 up to 52 weeks out once we've approved the contract  
10 to order it because that's just the way  
11 electrical -- the chain of supply has not caught up  
12 since COVID. And in that case, you could do bid  
13 alternatives 2, 3, and 4 before we do the base bid.  
14 You can do them at all different times.  
15 The move and demove is not just mobilizing  
16 to the site. It includes the permitting fees, the  
17 bonding fees, all the other fees that are involved  
18 in that number. And it can be up to -- in our  
19 contract, it can be up to 8 percent of the total  
20 base bid.  
21 It's not in this case, for any one of  
22 those, but that's why there is a move and demove  
23 broken out in every single one of them.  
24 TRUSTEE SCHMITZ: On the contract -- on  
25 page 7 of the contract, it needs to be revised so

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1 that invoices are sent to invoices@ivgid.org, which  
2 is accounting, with a copy to Brie's email address  
3 that's on the top of page 7.  
4 CHAIR DENT: Any further discussion by the  
5 Board, or comments?  
6 TRUSTEE TULLOCH: Actually, this project,  
7 I did it the old-fashioned way. I went out and had  
8 a look at it. Thank you for showing me around it.  
9 I am concerned that we're -- the 15  
10 percent rather than 10 percent on the change orders,  
11 to me, 10 percent is on the high side of -- not  
12 comfortable with 15 percent.  
13 The other question is about the total  
14 project budget. If we have 1.527 million capital  
15 allocated in the total year, there's 1.384,  
16 including all the alternatives and including all the  
17 contingencies, we should be reducing that funding  
18 and putting that other 1. -- 150k, that should be  
19 going back into general funding and moving from the  
20 capital allocation.  
21 MS. WATERS: To address the 15 percent  
22 change order, this is your most-critical asset in  
23 your district. This is the most-important piece of  
24 infrastructure that we have.  
25 And in the case that something could go

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1 wrong, this is why the 15 percent change order is in  
2 place. And if for some reason they come back and  
3 the manufacturers do not have the availability and  
4 we need to change manufacturers after we've awarded  
5 the contract and they place the order, we don't know  
6 where that is going to sit.  
7 So that's why the 15 percent is there.  
8 TRUSTEE TULLOCH: Does putting 15 percent  
9 make any difference to the reliability or the  
10 criticality? We can make a criticality argument  
11 against most of our expenditures. That's why I'm  
12 asking why we're veering from the north.  
13 MS. WATERS: Well, 800,000 gallons of  
14 sewage flows through this every day, so I think it's  
15 pretty critical, and I think it makes sense to hold  
16 a 15 percent contingency in this case.  
17 TRUSTEE TULLOCH: Should we have 15  
18 percent on the pipeline then? Since all our waste,  
19 effluent, flows through that as well? I'm not sure  
20 why were changing the standard because this may be  
21 more critical than others.  
22 The contingency should be based on the  
23 realistic estimate of what's required.  
24 MS. WATERS: The volatility of the  
25 electrical situation industry right now, it is what

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1 it is. And if we need to come back and change the  
2 manufacturers, we can come back to the Board at that  
3 time if that price is higher than what we have, and  
4 we can wait another few months to get approval for  
5 that if that's the way the Board would like to go.  
6 TRUSTEE TULLOCH: I would suspect the  
7 Board -- if this became absolutely critical, because  
8 this 15 percent is not just on the electrical, this  
9 is on the total project. So I don't -- I would  
10 imagine that the Board can make a quick approval if  
11 required.  
12 I do not like the idea of trying to  
13 establish a new standard of 15 percent because one  
14 particular project is more critical than another. I  
15 think -- and anyone listening to the Capital  
16 Investment Committee knows that we've already  
17 discussed whether even 10 percent is appropriate.  
18 CHAIR DENT: I don't disagree with you.  
19 I've had this discussion several times in the past  
20 with staff. Glad you've picked it up.  
21 TRUSTEE NOBLE: I was going to say that  
22 given the criticality of this piece of  
23 infrastructure, I prefer to have the 15 percent. I  
24 think we can very easily carve this out as this is  
25 the exception, not the rule.

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1 And I'd rather have this in place now so  
 2 that we don't have to come back in an emergency  
 3 meeting to revise this at a future date. We might  
 4 as well have it now in place. And Murphy's Law, if  
 5 we have it in place, we won't need it, and if we  
 6 don't have it place, we will need it.

7 TRUSTEE TONKING: I'm okay with the 15  
 8 percent because I think it comes down to \$8,000.

9 But my other concern is maybe we just make  
 10 note that we don't do -- we keep the policy or  
 11 something on, like, how we think about contingencies  
 12 and have a discussion, and look at that going  
 13 forward.

14 I also think that we're under budget, and  
 15 so that's still looking really good. And I do -- I  
 16 actually kind of agree with Trustee Tulloch's point  
 17 about adapting our budget in the things we know we  
 18 have free space in our budget. I would like to do  
 19 that.

20 But I'm okay with the 15 percent at this  
 21 time.

22 CHAIR DENT: What does the Board want to  
 23 do?

24 TRUSTEE TONKING: I move that the Board of  
 25 Trustees approve the construction contract for SP

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1 like a rider that this 15 percent should be regarded  
 2 as a one-off and not to set any precedent.

3 TRUSTEE TONKING: That's fine.

4 TRUSTEE NOBLE: I agree.

5 CHAIR DENT: Okay. Motion's been made,  
 6 seconded, modified, seconded. Any discussion by the  
 7 Board?

8 TRUSTEE SCHMITZ: What is the criteria for  
 9 using construction contingency money?

10 MS. WATERS: Change orders.

11 TRUSTEE SCHMITZ: Change order. It's not  
 12 staff time?

13 MS. WATERS: No.

14 TRUSTEE SCHMITZ: It's only change orders.

15 MS. WATERS: Only change orders. The  
 16 staff time is included. And also in case of an  
 17 emergency -- which I kind of outlined, I did outline  
 18 in the board packet -- situation where we're doing a  
 19 crossover and we had to come out and lay down the  
 20 bypass, and we had to have the crews come out, the  
 21 pipeline crews, then we put in an emergency  
 22 situation where we would need actual public works  
 23 pipeline crew on site. And that's the \$50,000, and  
 24 that would not be used unless it was an emergency  
 25 situation. We don't see that happening.

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1 number 1, improvements, 2023/2024 capital  
 2 improvement project; fund: utilities; division:  
 3 Sewer; project number 259C1 -- or D11703;  
 4 contractor: San Joaquin Electrical, in the amount of  
 5 \$1,113,500, authorize staff to execute change orders  
 6 and additional work for 15 percent of the SPS number  
 7 1, improvements, construction contract in the amount  
 8 of \$167,000, approve the award of the professional  
 9 service agreement with DOWL, Inc, for construction  
 10 management services in the amount of \$29,620,  
 11 authorize engineering staff to perform construction  
 12 services as required in the amount not to exceed  
 13 \$25,000, authorize public works operational staff to  
 14 perform services if need in the amount not to exceed  
 15 \$50,000, authorize Chair and Secretary to execute  
 16 the contract in substantially the form presented,  
 17 with the additions of the invoice change that  
 18 Trustee Schmitz has spoke to.

19 CHAIR DENT: Motion's been made. Is there  
 20 a second?

21 TRUSTEE NOBLE: Second.

22 TRUSTEE TULLOCH: I would like to modify  
 23 the motion to add that the budget -- the total  
 24 budget should be reduced from the 1.527611 to the  
 25 1384760, and I think we should also -- I would also

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1 TRUSTEE SCHMITZ: Does this budget include  
 2 District staff time?

3 MS. WATERS: Yes.

4 TRUSTEE SCHMITZ: Is that under the  
 5 50,000?

6 MS. WATERS: No. The one above it,  
 7 25,000. Because we will have staff oversight over  
 8 this project, which should last for over a year, in  
 9 an oversight capacity without involving the  
 10 construction manager on the job.

11 CHAIR DENT: Any additional discussion?  
 12 I'll just say, I think something like  
 13 this, as it relates to the 10 or 15 percent, and  
 14 going back to the Board training that we had, I  
 15 think phasing some of the memos or the projects as  
 16 it comes to the Board, we can work out some of this  
 17 stuff, so then, as that final product comes to the  
 18 Board, then there are not concerns over 10 percent  
 19 or a 15 percent contingency, we've already worked  
 20 through it.

21 If there's no further discussion, I'll  
 22 call for the question. All those in favor, state  
 23 aye.

24 TRUSTEE TONKING: Aye.

25 TRUSTEE TULLOCH: Aye.

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1 TRUSTEE NOBLE: Aye.

2 TRUSTEE SCHMITZ: Aye.

3 CHAIR DENT: Aye.

4 Motion passes, 5/0. That closes out item

5 G 6. Moving on to item G 7, formerly G 6.

6 G 7. Service Agreement/Centrifuge

7 CHAIR DENT: Review, discuss, and possibly

8 approve the finding that the contract is exempt from

9 the requirements of competitive solicitation, and

10 review, discuss, and possibly approve the service

11 agreement for the water resource recovery facility

12 centrifuge reconditioning in the amount not to

13 exceed of \$171,880. Requesting staff member, public

14 works director Kate Nelson, found on page 1007 of

15 your board packet.

16 MS. WATERS: It's Brie presenting this

17 item also. It is also laid out in the board packet.

18 CHAIR DENT: Any questions?

19 TRUSTEE TULLOCH: Question: Why is this

20 capital? This is repair, reconditioning of the

21 centrifuges. This, to me, seems an operational

22 expense, O&M expense, not a capital expense.

23 MS. WATERS: I had this conversation with

24 Bobby just before this, and he said that we will be

25 working with accounting on the proper methodology,

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1 and it will be either expensed or capitalized, and

2 will be depreciated either way.

3 TRUSTEE TULLOCH: If it's O&M, it's not

4 depreciated. If it's capital, it's depreciated.

5 This may extend the life of the centrifuge itself,

6 but it's not extending the life of the facility.

7 CHAIR DENT: We could talk to Bobby. Do

8 you want to call him in the room about that?

9 TRUSTEE TULLOCH: Actually, I brought it

10 up with Bobby already this morning.

11 CHAIR DENT: It sounds like Brie has

12 talked to Bobby about it, and they're going to work

13 through it. There may be a little bit of a

14 misunderstanding. It sounds like they're working

15 through it.

16 TRUSTEE TULLOCH: Yep. Just making sure

17 that it's looked at because this appears pretty

18 clearly O&M. But I will discuss it with Bobby.

19 CHAIR DENT: No, I don't disagree with you

20 at all on that. I think Bobby would have to be in

21 front of us to get those answers, and I think it

22 gets a little bit away from where we're going with

23 this item.

24 TRUSTEE SCHMITZ: I'm just wondering why

25 this wasn't put out to a competitive bid?

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1 MR. YOUNGBLOOD: So, based on how we've

2 done it in it past, the NRS, it doesn't meet the

3 requirements to bid it. Because it would be like

4 taking you Audi to a Ford dealer, they're going to

5 go back to Centrisys to buy all the parts, and

6 Centrisys actually sold us these units and

7 originally installed them and have serviced them

8 multiple times.

9 TRUSTEE SCHMITZ: So it's the particular

10 vendor of the product?

11 MR. YOUNGBLOOD: Correct.

12 TRUSTEE SCHMITZ: Who and how is it

13 decided whether it's considered major or minor?

14 MR. YOUNGBLOOD: That will -- that's kind

15 of like -- again, use analogy of your car. If your

16 brakes are squeaky, you take it to the dealership,

17 and then you get an estimate.

18 These items are enclosed, so we won't know

19 the extent of the needed refurbishment until they

20 actually get them back to the facility in Fresno and

21 disassemble them. In the past, it's always landed

22 somewhere in the middle. I highly doubt we'll spend

23 the full amount, but we have to be prepared for

24 that.

25 TRUSTEE SCHMITZ: The only thing is,

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1 again, page 6 of contract, payments is missing

2 sending an invoice to invoices@ivgid.org, which is

3 accounting. So if we can please have that changed

4 so it fits or standard format.

5 CHAIR DENT: Any other questions?

6 I'll entertain a motion.

7 TRUSTEE TONKING: I move that the Board of

8 Trustees make the following finding: That the

9 District's repair reconditioning to the existing

10 centrifuges is exempt from competitive solicitation

11 for the following reasons: NRS 332.115.1.C and the

12 Board's purchasing policy 20.1.0, section 3.1,

13 subsection 82, approve the award of the service

14 agreement for the water resource recovery facility

15 centrifuge repair reconditioning, 2023/2024 capital

16 project, fund: utilities; division: sewer; project

17 number 2599SS102, water resource recovery facilities

18 improvement; contractor: Centrisys CNP, in the

19 amount not to exceed \$171,880. Authorize the

20 interim General Manager to execute the contract in

21 substantially the form presented with the invoice

22 modification read by Trustee Schmitz.

23 CHAIR DENT: Motion's been made. Is there

24 a second?

25 TRUSTEE NOBLE: Second.

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1 CHAIR DENT: Motion's been made and  
 2 seconded. Any further discussion by the Board?  
 3 Seeing none, I'll call for the question.  
 4 All those in favor, state aye.  
 5 TRUSTEE TONKING: Aye.  
 6 TRUSTEE TULLOCH: Aye.  
 7 TRUSTEE NOBLE: Aye.  
 8 TRUSTEE SCHMITZ: Aye.  
 9 CHAIR DENT: Aye.  
 10 Motion passes, 5/0. That closes out item  
 11 G 7. Moving on to item G 8.  
 12 G 8. Increase Budget/Mountain Golf Cart Path  
 13 CHAIR DENT: Review, discuss, and possibly  
 14 approve an increase to the budget -- to the project  
 15 budget to support increased asphalt repairs, scope,  
 16 quantities for Mountain Golf Cart Path Restoration,  
 17 Phase II in the amount \$160,000. Can be found on  
 18 page 1027 through 1038 of your board packet.  
 19 MR. KLEIN: I'll just start, this project  
 20 originally was intended to be a full removal and  
 21 replacement of the existing cart path outside of the  
 22 sections that were repaired and replaced in 2021.  
 23 There's roughly 80,000 north of that, actually,  
 24 square feet that are existing currently. And the  
 25 original proposal from some investigations in 2020

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1 and 2021, I believe, was that full removal.  
 2 In the early summer of 2022, in inspecting  
 3 that portion of the Phase II, the 82,000 square feet  
 4 in preparation for bid document and so forth,  
 5 staff's observations were that there was a majority  
 6 of path was not in a distressed condition. There  
 7 were no signs of fatigue or stress failures in large  
 8 portions of that cart path.  
 9 So rather than removing those sections, we  
 10 proposed a targeted strategy to just replace those  
 11 failed areas. That was brought to the Board in  
 12 August of 2022, approved, and then in September,  
 13 we -- staff went out to get some measurements to get  
 14 that scope together to bid over the winter for  
 15 construction of 2023.  
 16 And that all came to pass. Sierra Nevada  
 17 Construction was the successful bidder over the  
 18 winter. In preconstruction conversation with them  
 19 getting ready to do that work, it was always  
 20 scheduled for post-Labor Day to avoid the more  
 21 saturated conditions of the winter, which in '23  
 22 proved beneficial based on the snowpack that had  
 23 come down. In that pre-construction discussion and  
 24 in coordination with SNC, the contractor, we were  
 25 informed that they had one week to do the work,

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1 that's what was appropriate that they needed.  
 2 And so on the first day following the  
 3 Labor Day, we went out to kick off the construction  
 4 with them. And at that time, I noticed that we had  
 5 some areas that weren't marked for repair.  
 6 One step back, in that September '22  
 7 scoping by engineering, ultimate verification -- the  
 8 accountability for the verification of that bid  
 9 package was with me, and I, frankly didn't verify.  
 10 I did not go physically and inspect that. So the  
 11 5,000 square feet of replaced, targeted repair that  
 12 was in the bid project was short. It was an  
 13 incorrect measure. No other excuse.  
 14 So at the start of construction, I walked  
 15 through the job with their foreman and one of our  
 16 other -- the associate engineer, to quantify where  
 17 we needed to repair the failed areas, and that's  
 18 where the additional, roughly 15,000, came from.  
 19 Since we only had that week, a four-day  
 20 week because we couldn't start until Tuesday  
 21 following the Labor Day, we gave the contractor the  
 22 instruction to just get done what you can.  
 23 We've now given more scope than is  
 24 realistic for you to do in this one week. The  
 25 reason they only had one week, very busy at the time

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1 of the year, you're lucky to get contractors because  
 2 everyone's trying to finish their paving before the  
 3 winter comes. So the instruction was to finish  
 4 everything that you can, and we will organize the  
 5 change order thereafter, because we were never going  
 6 to finalize -- or complete what was going to be the  
 7 revised scope.  
 8 So that's what has led to this condition.  
 9 Why I'm back here requesting the additional money is  
 10 because that additional 15,000 feet, there is some  
 11 measure of that that was probably due to harsh  
 12 winter conditions, the long winter, probably some  
 13 use over the summer of the active golf course  
 14 operations. The memo does mention that there is  
 15 some contractor cause, damage by heavy equipment,  
 16 and that is accurate. I would like to stress that  
 17 was a very minor portion of the overall increase.  
 18 The 90 -- 75 percent would have been  
 19 strictly just the under-measure. Anything that the  
 20 contractor may have caused would be less than  
 21 five percent, probably a few thousand dollars on the  
 22 250 that is the excess change order that if we  
 23 approve the entire budget request amendment would  
 24 cover.  
 25 And so in the previous memo, which was

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1 taken off the agenda and brought back, I, again,  
2 would just like to put my hand up and fall on that  
3 sword, because it was a bad measure that this entire  
4 situation would have been avoided had that  
5 verification been done in September of 2022. It  
6 didn't happen. And we made the choice during  
7 construction to do the proper job that should have  
8 been measured that year prior, and that's how we've  
9 landed where we are today.  
10 I'll kind of leave it there and turn it  
11 back over to the Chair. If you have any questions,  
12 I'll answer thereafter.  
13 TRUSTEE SCHMITZ: Had that been in your  
14 memo, we would have understood what was going on.  
15 So, that wasn't in the memo. I think it's a  
16 reasonable explanation.  
17 But what you didn't say is how much did  
18 they get done. Did they get the 5,000 feet done?  
19 MR. KLEIN: Yes. So, they got the  
20 5,000, and what they've done in excess of that, to  
21 date, is about 7,000 square feet, so that's a total  
22 of roughly 12,000 square feet, say, of the 20,000  
23 total. And there's some ancillary work that will  
24 also be done here and there that's part of the  
25 original contract, and that also includes crack

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1 your point. That's not entirely accurate.  
2 So the contract was for \$187,000, we  
3 carried our 10 percent contingency above that, which  
4 is the 18,000. And aside from that for the total  
5 Phase II and Phase III projects, there was an  
6 additional owner's allowance of \$60,000 that was  
7 intended to cover any further unknown conditions  
8 over the winter or the ground conditions, as was  
9 said earlier in the meeting, you never know what  
10 you're going to find underground. We had sort of a  
11 \$60,000 cushion, you could say, within that  
12 discretion to increased new failed areas from the  
13 time of scoping to the time of construction.  
14 So, in essence, especially with Phase III  
15 being closed out at this point, we have the 187,000,  
16 the 18,000 contingency, and the \$60,000 approved  
17 within the budget that can be applied to this  
18 contract, and we're still \$50,000-some below that  
19 level.  
20 TRUSTEE SCHMITZ: But I just heard you say  
21 earlier that the contingency is for change orders,  
22 and we didn't execute a change order here, it  
23 doesn't sound like.  
24 MR. KLEIN: We have not yet, and that's  
25 primarily because this discussion needed to happen.

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1 filling and a slurry seal.  
2 What I didn't mention as part of that  
3 explanation: The targeted approach was because,  
4 say, 80 percent of the cart path is competent. So  
5 we repaired the 20 percent, and then proposed to put  
6 a slurry seal across the full 80,000 square feet,  
7 which seals any sort of microcracks in the  
8 non-replaced asphalt concrete, and it's effectively  
9 a new coat of paint. It looks the part. You've  
10 seen it around here when they redo the roads, they  
11 come in and put down the slurry coat. That provides  
12 a sealing, sort of waterproof membrane function, and  
13 it also just looks like a new road.  
14 TRUSTEE SCHMITZ: I just have a follow-up  
15 to that. The contract and the bid was for 5,000  
16 square feet. And I think I heard you say that they  
17 actually completed 12,000 square feet, so that would  
18 imply that we have bills due that are over what the  
19 contract amount was for, because we don't have a  
20 change order for the additional more than doubling  
21 of the square footage.  
22 So we're in a situation where a contractor  
23 did 7,000 additional square feet, but we didn't have  
24 a project budget or funding for that.  
25 MR. KLEIN: Yeah, I understand. I see

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1 The outcome of that change order is dependent on  
2 whether we are approved for additional funds or not.  
3 If we are approved, it becomes an additive  
4 change order. If we aren't approved additional  
5 funds, we've effectively done a different type of  
6 repair, or we've done repair over here as opposed to  
7 here, but it's still within the project scope.  
8 So, if we're not approved as part of this  
9 request, then it becomes a deductive change order  
10 and, likely, the slurry coat, the coat of paint  
11 comes off.  
12 TRUSTEE SCHMITZ: It might be part of the  
13 project scope, but it wasn't part of the contract.  
14 It wasn't part of the contract scope. So when we  
15 have something that's outside of the contract scope,  
16 we should have a change order.  
17 What we're missing here is that we've  
18 suddenly been using contingencies. But when you  
19 have a contract and the contract is for 5,000 square  
20 feet, and you instead instruct them do 12,000 square  
21 feet, that would, to me, justify having a written  
22 change order so that you clearly know what costs  
23 you're incurring and you've got a contract for it.  
24 So, my other question is: Are we going to  
25 go back -- 25 percent is what you said, that the

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1 contractor's damage was 25 percent. Are going to be  
2 going back to the contractor and requesting that  
3 they pay it?  
4 MR. KLEIN: Less than five percent.  
5 TRUSTEE SCHMITZ: I'm sorry. I heard 25.  
6 I still have the question: Are we going  
7 to be asking the contractor to fix their damage?  
8 MR. KLEIN: Yes.  
9 TRUSTEE TULLOCH: Thank you, Hudson, for  
10 being upfront about this. I do appreciate that. I  
11 think, however, what you've said raises several  
12 other questions for me.  
13 If we found out the solution is not maybe  
14 not what was required, are we now just putting  
15 lipstick on a pig but now putting a seal coat on  
16 this or should we be going back and revisiting this  
17 completely to see what is really required to give  
18 the best long-term value?  
19 I'm concerned about we're just sticking a  
20 bit of paint over bondo from the sounds of things,  
21 and I'm disinclined to spend even more money if  
22 that's all it's achieving.  
23 MR. KLEIN: I suppose in this regard maybe  
24 the paint coat of paint is a poor analogy because  
25 we're not trying to cover up a structurally

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1 these cart paths do sit dormant, through freeze/thaw  
2 cycles every year is not actually the ideal use of  
3 asphalt. We're going to see cracking, we're going  
4 to continue to see cracking on the sections found in  
5 21, on the existing sections, on the sections that  
6 are repaired.  
7 So that was some of the reasoning behind  
8 this reduced total scope approach is that we will  
9 have potential operating budget, say, going forward.  
10 We will have saved some money that could be used for  
11 future maintenance.  
12 TRUSTEE TULLOCH: Okay. You make some  
13 reasonable points. I'm not sure -- obviously,  
14 there's areas like the hole 10, where I believe  
15 there is a lot more extensive work required.  
16 The other point I would like to come back  
17 to, you talked about -- now these projects have been  
18 authorized by fazes; correct?  
19 MR. KLEIN: It's all under the same  
20 capital projects, and, I guess, Phase II had its  
21 allocation, Phase III had its allocation, as did  
22 Phase I.  
23 TRUSTEE TULLOCH: Each of these phases had  
24 their own contingencies and their own allowances.  
25 I'm concerned now that we're just suddenly -- and

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1 deficient section of the pavement.  
2 What we're trying to do is provide uniform  
3 surface following the repair so that we don't have a  
4 series of a couple of hundred patches that are seen,  
5 and then any of those interfaces are also now being  
6 protected by water intrusion by virtue of that seal  
7 coat. And the areas that are competent, we would be  
8 throwing money away. Are you going to replace your  
9 driveway at home if it's still good or are you just  
10 going to put a seal coat on it?  
11 That's where the judgment originally came  
12 from, because such a large, overwhelming majority of  
13 the project was in a competent condition, there was  
14 no reason, real justification to spend an  
15 extra million dollars to remove and replace  
16 something that's fit for purpose.  
17 And one thing I will say is regardless of  
18 whether we carry on with this targeting approach or  
19 a wholesale removal and replacement, there is always  
20 going to be ongoing maintenance costs. This is  
21 never: We're done and we won't come back until 2050  
22 to look at this.  
23 There's always going to be ongoing  
24 maintenance costs because asphalt's meant to be  
25 driven on, frankly speaking. And the fact that

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1 this comes back to my comments on the previous  
2 agenda item where I'm concerned about just putting  
3 large contingencies in. I mean, based on what you  
4 said there, you're using money for Phase III that  
5 wasn't spent, using from somewhere else that wasn't  
6 spent, so it's okay.  
7 This is why I get very concerned with  
8 putting large contingencies in, and then the view,  
9 well, we got the money, so we'll just spend it all.  
10 We can move it to something else.  
11 If these projects are authorized by phase,  
12 with particular costs by phase, we should not just  
13 be pulling contingencies from another phase.  
14 MR. KLEIN: You're right. The owners  
15 allowance was always intended as an umbrella to sit  
16 other both Phase II and Phase III. It was never  
17 bespoke to one or the other.  
18 That's where my statement of pulling that  
19 full 60,000 for use on Phase II comes from.  
20 TRUSTEE TULLOCH: I have severe concerns  
21 about that. I hear, that's okay, we've got money  
22 left over so we can spend it on something else, we  
23 can move it about.  
24 We need to be very careful we're not  
25 intermingling funds between projects. That's why



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1 I'm very concerned. I believe we should careful in  
 2 these contingencies.  
 3 CHAIR DENT: Yep. Nope. We've all heard  
 4 that, and I think staff heard that.  
 5 TRUSTEE NOBLE: To date, nothing has been  
 6 repaired that did not need to be repaired; is that  
 7 correct?  
 8 MR. KLEIN: That is correct.  
 9 TRUSTEE NOBLE: And by putting that slurry  
 10 seal coat onto the remaining cart paths, the  
 11 sections that do not need to be repaired, that  
 12 slurry seal coat reduces the water intrusion and  
 13 increases the longevity of those remaining sections  
 14 of cart path; is that correct?  
 15 MR. KLEIN: That's the intention, yeah.  
 16 It's somewhat standard asphalt maintenance  
 17 procedure.  
 18 TRUSTEE NOBLE: If we didn't do that,  
 19 there's a very strong likelihood that we're going to  
 20 have an accelerated degradation of the cart path in  
 21 sections where we don't know right now because  
 22 they're in good shape, but that water intrusion will  
 23 accelerate the degradation if we don't slurry coat  
 24 it; correct?  
 25 MR. KLEIN: In theory, yes.

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1 those in favor, state aye.  
 2 TRUSTEE TONKING: Aye.  
 3 TRUSTEE TULLOCH: Aye.  
 4 TRUSTEE NOBLE: Aye.  
 5 TRUSTEE SCHMITZ: Aye.  
 6 CHAIR DENT: Aye.  
 7 Motion passes, 5/0. That closes out item  
 8 G 8. We're going to take a five-minute break. We  
 9 will resume at 9:10. Thank you.  
 10 (Recess from 9:05 P.M. to 9:13 P.M.)  
 11 CHAIR TONKING: All right. We are back.  
 12 It is 9:15, we're on item G 10. Review, discuss,  
 13 and possibly approve agreement for FlashVote  
 14 services not to exceed the amount of \$7,900.  
 15 Requesting, Trustee Dent. Can be found on page 1056  
 16 through 1066 of the board packet. Did I skip  
 17 something?  
 18 MR. RUDIN: Yeah. Item G 8, I guess it's  
 19 now G 9.  
 20 CHAIR DENT: This whole 9 thing has  
 21 screwed me up tonight. Let's hold off and go back  
 22 to G 9.  
 23 G 9. Board Policy 23.1.0  
 24 CHAIR DENT: Review, discuss, and possibly  
 25 adopt revised Board Policy 23.1.0, a policy

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1 TRUSTEE NOBLE: Which is why we do slurry  
 2 coat. And we see it all around town, anywhere  
 3 there's asphalt in the Tahoe area.  
 4 MR. KLEIN: Yeah. The idea being that  
 5 proper maintenance will always extend the life of  
 6 your traveling surface until -- eventually it's  
 7 going to fail, and you're going to need to remove  
 8 and replace it all.  
 9 CHAIR DENT: And it looks good too.  
 10 What does the Board want to do with this  
 11 item?  
 12 TRUSTEE TONKING: I move that the Board  
 13 approve an increase to the project budget for  
 14 Mountain Golf Cart Path Restoration Phase II -  
 15 2023/2024 Capital Improvement Project; Fund:  
 16 Community Services; Division: Golf; Project  
 17 #3241LI1903; Vendor: SNC Construction in the amount  
 18 of \$160,000 to support increased asphalt repair  
 19 scope quantities in the amount of \$160,000.  
 20 CHAIR DENT: Motion's been made. Is there  
 21 a second?  
 22 TRUSTEE NOBLE: Second.  
 23 CHAIR DENT: Motion's been made and  
 24 seconded. Any further discussion by the Board?  
 25 Seeing none, I'll call for question. All

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1 regarding access to confidential and non-public  
 2 information. Can be found on page 1039 through 1046  
 3 of your board packets.  
 4 MR. RUDIN: I believe this item was  
 5 previously presented to the Board at a prior  
 6 meeting. In general, this policy would assist the  
 7 District in handling Public Records Act requests  
 8 when they're made by board of trustees, by setting  
 9 forth clear rules. The text is available for you  
 10 folks beginning on page 1041. There are redline of  
 11 changes from when it was last presented.  
 12 I do have a suggestion, however, at Policy  
 13 0.2, subdivision B. It reads, "Notwithstanding the  
 14 foregoing, individual trustees may not access  
 15 documents held in employment or personnel files for  
 16 staff reporting to the general manager."  
 17 That was moved into the definition  
 18 section. And I do believe that that is intended to  
 19 actually be an exclusion limiting rights of access,  
 20 rather than be a definition. And it should read:  
 21 Notwithstanding anything in this policy, individual  
 22 trustees may not access documents held in the  
 23 employment or personnel files for staff reporting to  
 24 the general manager.  
 25 I would suggest that revised language be

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1 placed after the section 0.6, Duty Not To Disclose,  
2 and all the other sections be renumbered  
3 appropriately.  
4 So that would be the one change that I  
5 would suggest from what is in your board packet.  
6 And I believe Trustee Schmitz may have some other  
7 requests with respect to changes.  
8 CHAIR DENT: All right. Thank you.  
9 TRUSTEE SCHMITZ: I'm working off of page  
10 1041, at the very bottom, it's labeled "See  
11 non-public information." I suggest that the ending  
12 of the statement, right prior to the strikeout,  
13 instead of saying, "discussed publicly," instead it  
14 state: made public in any way.  
15 The other request that I have, I think  
16 it's just a missed cleanup, but on the next page in  
17 .4, information upon request, right in the middle of  
18 that paragraph, right after it says, "maintained by  
19 the department of human resources," it says, "If the  
20 requested document is available for review," the  
21 "it" would be provided in read-only electric format,  
22 I believe was intended to be stricken, because it  
23 says "in hard copy for viewing only," because then  
24 the paragraph goes on to say, "Appropriate staff or  
25 legal counsel will be present for viewing the

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1 the NRS with respect to recreation privileges being  
2 confidential. I believe the change, looks like, it  
3 is intended to mirror the exception in the Public  
4 Records Act, but if you can give me a minute, I'll  
5 pull it up.  
6 Yeah, NRS 239.0105 1(b)(1) makes clear  
7 that the names of natural person whose name,  
8 address, and telephone number, other information  
9 which is contained in the records provided to the  
10 local government entity for the purposes of  
11 registering for any sort of recreational facility or  
12 related privileges, that it excepts the use of  
13 informations as confidential and should not be  
14 disclosed.  
15 So I think THE change, green language,  
16 attempts to paraphrase that.  
17 TRUSTEE TULLOCH: I'm okay with that. I'm  
18 wondering, at the very top of the page, the  
19 recreational privileges has been deleted.  
20 MR. RUDIN: I don't think it has to be. I  
21 think, again, the intent of the policy is you're  
22 going to comply with the Public Records Act, you're  
23 not going to deem information confidential that is  
24 not deemed confidential by law.  
25 TRUSTEE TULLOCH: I would like to see that

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1 document. No photos are allowed. After viewing,  
2 staff is responsible for shredding the materials."  
3 So I believe that section on read-only  
4 electric format was just mistakenly not stricken and  
5 it should. Those were my two suggestions.  
6 MR. RUDIN: My thought on that, actually,  
7 if somebody wanted to let somebody view it on a  
8 computer screen because the record's only available  
9 on electronic database, that could be the only  
10 situation where I would see that that language would  
11 apply, but believe your concern is a valid one, that  
12 it should not be physically provided in a way that  
13 it can be removed.  
14 CHAIR DENT: Okay.  
15 Trustee Tulloch?  
16 TRUSTEE TULLOCH: Top of page 1040, 1042,  
17 recreational privileges has been deleted. I'm not  
18 sure why that's deleted because this is one of  
19 things that caused a lot of this to come up.  
20 So if we're providing confidentiality for  
21 staff, we should equally be providing  
22 confidentiality for residents.  
23 CHAIR DENT: General counsel, do you know  
24 why that was changed?  
25 MR. RUDIN: Pulling up the language from

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1 reinstated then, remove the delete there.  
2 TRUSTEE NOBLE: I think actually putting  
3 recreational privileges back in expands the scope  
4 beyond 239.0105 1(b), so maybe, perhaps, a better,  
5 an example, just reference the statute itself. That  
6 way if the statute changes at any time, we don't  
7 have to change the policy, and we're not expanding  
8 or contracting beyond what is provided in the  
9 statute.  
10 Just a reference to the statute itself,  
11 rather than trying to paraphrase it.  
12 MR. RUDIN: I agree that is probably a  
13 very good practice. So if the Board wants to make  
14 that as a modification, and keep in mind that this  
15 language in the policy is a non-exhaustive list, it  
16 says "examples include," so there's a number of  
17 exceptions in the Public Records Act that are not --  
18 and confidentiality provisions are not addressed by  
19 this policy.  
20 CHAIR DENT: In cleaning up prior  
21 policies, we have changed language to just reference  
22 NRS, so we're not dealing with this exact thing.  
23 TRUSTEE NOBLE: One other question for  
24 counsel. Given your example in response to Trustee  
25 Schmitz with regards to read-only electric format,

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1 would you suggest that we keep that in there in the  
2 example that there aren't hard copies, but it's on a  
3 computer and somebody's reviewing it while --  
4 without having to print out a hard copy, then delete  
5 that hard copy?  
6 MR. RUDIN: Yeah, I think that does make  
7 sense, because making physical records when they  
8 don't exist creates more problems than it solves.  
9 But I'm trying to --  
10 TRUSTEE SCHMITZ: You could say you can  
11 view it.  
12 MR. RUDIN: Yeah, it will be provided for  
13 view in read-only electronic format or for view in  
14 hard copy. It says "for viewing only" at the end of  
15 it, so --  
16 (Inaudible cross talk.)  
17 TRUSTEE TULLOCH: Should we not just make  
18 that, the viewing and the electric copy, subject to  
19 the same conditions as the hard copy?  
20 (Inaudible cross talk.)  
21 MR. RUDIN: Appropriate staff or legal  
22 counsel will be present for document viewing, and no  
23 photos of documents are allowed.  
24 TRUSTEE TULLOCH: Right. And no screen  
25 shots and things as well. You've got to apply the

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1 reference it, the NRS again, is that what you're  
2 saying?  
3 MR. RUDIN: Yeah. The first sentence in  
4 the definition of non-public information.  
5 TRUSTEE TULLOCH: So you would just strike  
6 everything from examples of non-public information  
7 onward?  
8 MR. RUDIN: Yep.  
9 TRUSTEE TULLOCH: We would leave the facts  
10 and circumstances sentence?  
11 CHAIR DENT: Does anyone know where we're  
12 at with this?  
13 TRUSTEE TONKING: Is this something that  
14 you see other entities similar to ours doing  
15 something like this, as in the county, the state,  
16 school districts, other GIDs within the State of  
17 Nevada?  
18 MR. RUDIN: There are different ways of  
19 handling this. Frankly, there are a number of  
20 public agencies that handle trustee requests, and  
21 they don't provide for greater access to trustees  
22 than members of the public. Full stop.  
23 Now, given that trustees also have  
24 oversight responsibilities, review issues related to  
25 staff, that doesn't seem entirely appropriate in all

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1 same principle to both.  
2 TRUSTEE SCHMITZ: Yeah.  
3 And then it says, "After viewing, staff is  
4 responsible for shredding the materials."  
5 MR. RUDIN: Yeah.  
6 TRUSTEE SCHMITZ: I just have a question.  
7 When it's saying "examples of non-public information  
8 include information on parcels," I think parcel  
9 information is public information. It's out on your  
10 Washoe County tax bill, so I don't know why we would  
11 have parcels listed there. Information on parcels  
12 is public.  
13 CHAIR DENT: It's information on rec  
14 privileges related to parcel owners or something  
15 like that.  
16 TRUSTEE SCHMITZ: Even that is public.  
17 It's on your tax bill.  
18 CHAIR DENT: I know, but I don't know.  
19 MR. RUDIN: I think the operative language  
20 there -- and you could probably strike the entire  
21 sentence that deals with examples -- documents that  
22 are related to IVGID that are not confidential  
23 information and are not public record under NRS  
24 Chapter 239.  
25 TRUSTEE SCHMITZ: So you're going to

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1 instances. This certainly provides for greater  
2 access in the course of performing your duties, so  
3 it seems like a reasonable policy under the  
4 circumstances.  
5 For a lot of agencies, they will say  
6 trustees have no greater access than a member of the  
7 public unless it relates to official -- or duties as  
8 directed by the Board. So usually there's an  
9 affirmative vote of the Board directing them to take  
10 some sort of task, and then that is what gives them  
11 greater access.  
12 This policy functionally serves the same  
13 sort of -- creates that same sort of safeguard, but  
14 it doesn't require formal board action.  
15 CHAIR DENT: Anyone ready to make a  
16 motion? Maybe bring this back?  
17 MR. RUDIN: And do you want me to restate  
18 the changes for the record, to my extent -- my  
19 ability to remember them?  
20 CHAIR DENT: That would be awesome.  
21 MR. RUDIN: So it would be -- a  
22 recommended motion by staff would be to approve the  
23 policy as drafted, changing 02(b) to read:  
24 Notwithstanding anything in this policy, individual  
25 trustees may not access documents held in employment

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1 and personnel files for staff reporting to the  
 2 general manager.  
 3 And move that language to below 07,  
 4 Employee Access to Information, as a new section.  
 5 In 02(c), strike everything after: The  
 6 facts and circumstances undergoing non-public  
 7 information may not be discussed publically --  
 8 Or, actually, Trustee Schmitz?  
 9 TRUSTEE SCHMITZ: Made public in any way.  
 10 MR. RUDIN: Made public in any way.  
 11 And strike the rest of that section.  
 12 TRUSTEE SCHMITZ: And refer to NRS.  
 13 MR. RUDIN: The first sentence already  
 14 refers to NRS Chapter 239.  
 15 We are retaining the language as already  
 16 stated in 04.  
 17 TRUSTEE SCHMITZ: Except -- may I?  
 18 MR. RUDIN: Sure.  
 19 TRUSTEE SCHMITZ: It won't be provided in  
 20 read-only, it might be viewed.  
 21 MR. RUDIN: Oh, in 04: It may be viewed  
 22 in electric format.  
 23 I think that would be all of the changes.  
 24 TRUSTEE SCHMITZ: The only other change I  
 25 would recommend is: After viewing a hard copy,

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1 staff is responsible for shredding the materials  
 2 reviewed.  
 3 MR. RUDIN: That would be in 04, after the  
 4 sentence that reads "Appropriate staff or legal  
 5 counsel will be present for document viewing, and no  
 6 photos of documents are allowed."  
 7 TRUSTEE SCHMITZ: Um-hum.  
 8 TRUSTEE TULLOCH: We should probably say:  
 9 No photos of documents or screen shots.  
 10 MR. RUDIN: Sure.  
 11 That is the list of changes. And when I  
 12 review the transcript, that will be how I make this.  
 13 CHAIR DENT: That will close out item G 9.  
 14 Moving on to -- or was that --  
 15 MR. RUDIN: I think you need a motion.  
 16 TRUSTEE SCHMITZ: I'll make that motion  
 17 that the Board approve policy 23.1, with the  
 18 revisions as identified by legal counsel and myself  
 19 in that last discussion.  
 20 CHAIR DENT: Motion's been made. Is there  
 21 a second?  
 22 TRUSTEE NOBLE: Second.  
 23 CHAIR DENT: Motion's been made and  
 24 seconded. Any further discussion by the Board?  
 25 Seeing none, I will call for the question.

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1 All those in favor, state aye.  
 2 TRUSTEE TONKING: Aye.  
 3 TRUSTEE TULLOCH: Aye.  
 4 TRUSTEE NOBLE: Aye.  
 5 TRUSTEE SCHMITZ: Aye.  
 6 CHAIR DENT: Aye.  
 7 Motion passes, 5/0. That closes out item  
 8 G 9. Item G 10.  
 9 G 10. Agreement/FlashVote  
 10 CHAIR DENT: Review, discuss, and possibly  
 11 approve the agreement with FlashVote services not to  
 12 exceed the amount of \$7,900. Can be found on  
 13 page 1056 through 1066 of your board packet.  
 14 We brought back FlashVote this year, after  
 15 a few-year hiatus. We did have three surveys that  
 16 went out. I feel like we have gathered some  
 17 valuable information and we can further utilize this  
 18 tool moving forward. So I put it on the agenda to  
 19 renew their contract.  
 20 Any questions?  
 21 TRUSTEE TONKING: How many FlashVotes did  
 22 we send out? Because I looked back through minutes,  
 23 and we've only received two discussions on them.  
 24 One was on in a GM board report and one is in this  
 25 board packet.

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1 CHAIR DENT: I believe we sent out three  
 2 FlashVotes this year.  
 3 TRUSTEE TONKING: I'm concerned with we  
 4 paid for six, and I feel like that's a lot of money  
 5 to be paying for just three. And, also, I would  
 6 like to remove the live training sessions since we  
 7 already did it last time. We're paying another  
 8 2,000 for that.  
 9 CHAIR DENT: The \$7,900 doesn't include  
 10 the training?  
 11 TRUSTEE TONKING: In this Exhibit A that  
 12 they put for us, he has it included for \$9,900. So  
 13 I'm not sure if we need a new Exhibit A to be put in  
 14 there.  
 15 CHAIR DENT: No. If you look at the  
 16 FlashVote surveys, it's \$7,900 per year.  
 17 TRUSTEE TONKING: Then we need to readjust  
 18 Exhibit A, it just needs to be fixed.  
 19 TRUSTEE SCHMITZ: So when this packet was  
 20 being put together, Kevin was traveling, and so we  
 21 had to use -- he said the language in the contract  
 22 didn't change and the pricing didn't change, so we  
 23 used what was in the packet last time because we  
 24 weren't able to get an updated one with just the  
 25 \$7,900 on it from FlashVote.

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1 So it is to only include the FlashVote  
 2 surveys at the 7,900. This was taken and this grand  
 3 total was what we approved last year.  
 4 TRUSTEE TONKING: I'm still a little  
 5 concerned that we only used half of what we paid for  
 6 this year. And I think there's other softwares we  
 7 could think about. And I would like better  
 8 follow-up. It seems like we get better analysis --  
 9 and I've seen him report on it elsewhere, and we  
 10 haven't really had him report to us at all.  
 11 I think that would also be helpful if we  
 12 were going to consider using him again.  
 13 CHAIR DENT: So, having him review the  
 14 survey with us after every single one?  
 15 TRUSTEE TONKING: Yeah. Or a few of --  
 16 CHAIR DENT: Do a couple of them?  
 17 TRUSTEE TONKING: We haven't had him do  
 18 any of them. And I've seen him do it at other  
 19 places, and it's at least helpful to ask questions.  
 20 I'm also just really concerned that we  
 21 only used 50 percent of what we paid for. So if  
 22 there's a way we can, like, talk -- and maybe that's  
 23 a conversation we have to have with him.  
 24 But if we're not using them at all, that's  
 25 also concerning, like, trying to be cognizant of the

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1 term, one year, January 1st 2023 to December 31st,  
 2 2023.  
 3 So something -- I'm very confused now.  
 4 TRUSTEE SCHMITZ: So Heidi and I worked on  
 5 finding this contract. We had approved it at either  
 6 our January 11th or our January 25th. I don't know  
 7 what date it actually got executed, but it was on --  
 8 and we did approve it at one of our meetings in  
 9 January.  
 10 So, it was a contract that we initiated,  
 11 and we put this on our long range calendar because  
 12 that was the terms of the contract when we approved  
 13 it in January.  
 14 TRUSTEE TONKING: Can somebody answer for  
 15 me: When is this contract actually up?  
 16 If you're telling me it didn't get  
 17 executed until March, we paid \$9,900 for a yearlong  
 18 service that we only are using for nine months,  
 19 according to this initial service term. So did we  
 20 update that last contract to be a nine-month  
 21 contract, and do we receive a discounted rate? Or  
 22 is this not getting renewed until March and we need  
 23 to update those dates in here too to reflect 2024?  
 24 TRUSTEE SCHMITZ: I cannot answer that  
 25 question because what we went by is that we had this

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1 money we're spending.  
 2 CHAIR DENT: Yeah. Totally aware. And I  
 3 think we executed this contract in March with him.  
 4 (Inaudible cross talk.)  
 5 CHAIR DENT: We did not approve this  
 6 November of last year. I want to say it was like  
 7 March, and we didn't have an executed contract with  
 8 him or a payment to him and a bunch of other things.  
 9 TRUSTEE TONKING: So then why are we --  
 10 then it wouldn't be a year contract, so something is  
 11 wrong. If we approved this in March, we should have  
 12 a whole another three months. Why are we renewing  
 13 it now?  
 14 CHAIR DENT: I think we are renewing it  
 15 now because the contract expired at end of  
 16 last year. Okay. So, no. The contract expires in  
 17 one year.  
 18 So the contract technically expires when  
 19 the last contract was executed. So we're renewing  
 20 it early. It's on the agenda to be approved. We  
 21 put this on the long range calendar six or seven  
 22 months ago. It's here. We still do have a few  
 23 more months until our contract is up.  
 24 TRUSTEE TONKING: So that's confusing  
 25 then. If you look at page 1060: Initial service

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1 in our board packet, in January, the Board approved  
 2 it in January, the terms was through this year, so  
 3 that is what we went by.  
 4 If there was a lag, I don't know anything  
 5 about that.  
 6 CHAIR DENT: I guess what I'm getting --  
 7 and maybe it was our payment lagged or something. I  
 8 know there was a lag in something. We'll have to go  
 9 look that up.  
 10 All I know is we approved it as some time.  
 11 I don't know what day it was executed. I know it  
 12 was after the date it was approved in the board  
 13 packet because there's always a lag. I don't think  
 14 there was a prorate, but we can ask -- there was no  
 15 prorate that the Board approved. We can ask Kevin.  
 16 In the past, the term has expired a year  
 17 from when the contract is executed.  
 18 TRUSTEE TONKING: I guess I'm just  
 19 confused by your statement by telling me that we  
 20 didn't use all six because we only had it for  
 21 nine months. That's where I'm running into this  
 22 disconnect.  
 23 CHAIR DENT: I -- why did we use all six?  
 24 Because the Board didn't have six surveys to ask  
 25 questions of. Any trustee can ask questions that

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1 can go on a survey. And the idea is to not do that  
 2 publicly because if we're asking questions publicly  
 3 or publicly telling the community what you're going  
 4 to be surveying for, then the survey is actually not  
 5 worth the paper it's printed on. It's not  
 6 scientific, such as the dog park survey, such as the  
 7 IVGID Magazine survey, they're not scientific  
 8 surveys.

9 So if you want other surveys to go out,  
 10 then you need to communicate and you need to  
 11 communicate with the board member in charge of  
 12 sending out surveys, like other trustees have, and  
 13 we can send out more surveys.

14 TRUSTEE TONKING: That's not what I was  
 15 asking. I was truly just telling that I feel  
 16 uncomfortable approving six surveys if we aren't  
 17 going to use them and in the past we only used  
 18 three. So I just wanted to think about that.

19 And I was confused, I think, when you told  
 20 me that we only used three because we had nine  
 21 months, and so that's where I got some of my  
 22 confusion about the terms. That's all.

23 If we're, in a year, only using it  
 24 three times, I'm a little bit concerned about paying  
 25 almost \$8,000. That's all.

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1 CHAIR DENT: Okay.

2 TRUSTEE NOBLE: The contract that is  
 3 appearing on page 1060, or the FlashVote services  
 4 order form is that supposed to be representative of  
 5 what we had for the last year? Or is this an  
 6 example for what would be going forward?

7 Because it's got the initial service term  
 8 there, but then it has Mr. Bandelin as the contact,  
 9 presumably it would have been Mr. Winquest at the  
 10 time. It's not signed by the customer.

11 There's enough questions on that, I would  
 12 ask that we just put it on the next meeting for  
 13 discussion, just to get --

14 CHAIR DENT: I don't know the answers to  
 15 those questions because I was not here when it went  
 16 on the agenda.

17 TRUSTEE SCHMITZ: On that note, it  
 18 actually says: January 1 of -- oh, 2023, 2023.

19 So this is appearing to be last year's.  
 20 And there were issues, Kevin was traveling and  
 21 couldn't get us material for the board packet in  
 22 time. We can go and get this cleaned up and --

23 CHAIR DENT: And we can ask the questions,  
 24 if it expires a year from when started or if it was  
 25 from January 1.

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1 In my past experience, it has been -- it's  
 2 a year from when it starts.

3 TRUSTEE TONKING: That's fair. Can you  
 4 also ask -- maybe it's in the FlashVote reporting  
 5 thing -- just about, like, him coming for the first  
 6 handful of them.

7 CHAIR DENT: I think he might get excited  
 8 about that, so I don't think we really -- that's a  
 9 big ask. And I think it would be helpful for us to  
 10 understand because there's another item on the  
 11 FlashVote survey results that's in the packet, the  
 12 next item, and there's ways to review the results  
 13 that he could quickly display for us, that we, just  
 14 by printing out the report, aren't going to see the  
 15 same information.

16 TRUSTEE TONKING: That would be really  
 17 helpful, which would lead to my question on the next  
 18 report.

19 TRUSTEE SCHMITZ: So if we are going to  
 20 place on the long range calendar having -- asking  
 21 Kevin to come in and review the survey results, do  
 22 we want to defer the next agenda item till that  
 23 time?

24 TRUSTEE TONKING: I just haven't -- I've  
 25 seen him do it at other settings, and I get it's

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1 helpful. And I think it would be helpful to look at  
 2 this in that same manner.

3 TRUSTEE SCHMITZ: I think it would be  
 4 great in January because it would be kicking off our  
 5 decision about budgeting and prioritization.

6 CHAIR DENT: Can we -- all right. So can  
 7 we have --

8 Sergio, do we need a motion to table this  
 9 item? Because there was no motion to have a  
 10 flexible agenda or something like that.

11 MR. RUDIN: A motion is always  
 12 appropriate.

13 TRUSTEE TONKING: I move we table this  
 14 item.

15 CHAIR DENT: Motion's been made.

16 TRUSTEE NOBLE: Second.

17 CHAIR DENT: Motion's been made and  
 18 seconded to table this item. Any further  
 19 discussion?

20 All those in favor, state aye.

21 TRUSTEE TONKING: Aye.

22 TRUSTEE TULLOCH: Aye.

23 TRUSTEE NOBLE: Aye.

24 TRUSTEE SCHMITZ: Aye.

25 CHAIR DENT: Aye.

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1 Moving on to item G 10, and is there -- is  
 2 this one you want to table too, Sergio?  
 3 MR. RUDIN: I don't table things.  
 4 CHAIR DENT: No. But is this one you want  
 5 us to vote tabling as well?  
 6 MR. RUDIN: Yeah. If you're not going to  
 7 act on it or discuss, you should table it. Yeah.  
 8 CHAIR DENT: Yes, G 11, there we go.  
 9 G 11. Survey Results/FlashVote  
 10 CHAIR DENT: Review, discuss, and possibly  
 11 act on a FlashVote survey results. Pages 1067  
 12 through 1087 of the board packet.  
 13 TRUSTEE TONKING: I move that we table  
 14 this item.  
 15 CHAIR DENT: Motion's been made to table.  
 16 Is there a second?  
 17 TRUSTEE NOBLE: Second.  
 18 CHAIR DENT: Motion's been made and  
 19 seconded to table. All those in favor, state aye.  
 20 TRUSTEE TONKING: Aye.  
 21 TRUSTEE TULLOCH: Aye.  
 22 TRUSTEE NOBLE: Aye.  
 23 TRUSTEE SCHMITZ: Aye.  
 24 CHAIR DENT: Aye.  
 25 Motion passes, 5/0. Last item.

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1 G 12. Remaining Community Questions  
 2 CHAIR DENT: Review, discuss, and possibly  
 3 answer the remaining community questions received on  
 4 the October 11th townhall forum. It can be found on  
 5 page 1088 through 1139 of your board packet.  
 6 I don't suggest that we review our  
 7 responses or read our responses, I should say. I'd  
 8 just open it up if there's any questions or concerns  
 9 or comments.  
 10 TRUSTEE SCHMITZ: I just wanted to point  
 11 out that we did a great job, actually. There's only  
 12 a few of them that I flagged that were unanswered.  
 13 So, number one, which is on page 1092,  
 14 that was a question of Trustee Noble. That one  
 15 didn't get answered.  
 16 On the next page, number 14 is unanswered.  
 17 Number 22, it looks like, Chair Dent, you  
 18 started to answer, but it just begins with "it."  
 19 22.  
 20 Then on the following page, the only two,  
 21 number 37 and 38 were unanswered. And number 54,  
 22 79, and 80.  
 23 I think those were the only ones, which I  
 24 thought was pretty good.  
 25 TRUSTEE TONKING: I have a request of

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1 staff to see if we can combine all the answers under  
 2 each question, if that's possible, so we're not  
 3 flipping through all the different sections to try  
 4 to figure out what everyone said.  
 5 TRUSTEE NOBLE: If we could actually  
 6 have -- because I couldn't tell who was saying what.  
 7 I know during the community forum, we were each  
 8 answering some or various board members were  
 9 answering certain questions, and it might speed it  
 10 along if there are -- you have who responded to  
 11 them. That way, we don't have to go ad nauseam  
 12 through each one and argue, well, I think we should  
 13 change this word or that word.  
 14 It's: This what Chair Dent said, that is  
 15 what Trustee Schmitz said, and so attributed to that  
 16 person consistent with how we had the public forum.  
 17 CHAIR DENT: Okay. How much work is that  
 18 to do?  
 19 (Inaudible cross talk.)  
 20 CHAIR DENT: Okay. I was just thinking  
 21 back to the public forum, how are we doing that, but  
 22 we have the meeting minutes for that.  
 23 MS. WHITE: I can go through the PDFs. As  
 24 you look at the bookmark, it shows who said what,  
 25 and which PDFs are whom's. It will just take me

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1 just a couple minutes to flip that over.  
 2 CHAIR DENT: Perfect.  
 3 TRUSTEE SCHMITZ: And what we were  
 4 instructed to do was answer questions that were  
 5 asked of us. And so each of us, there were a  
 6 couple -- I think I found that 37 was one that I  
 7 think both Chair Dent and Trustee Tulloch were asked  
 8 a question, and neither one of them happen to catch  
 9 that one.  
 10 So -- but we were to answer questions that  
 11 were asked of us.  
 12 CHAIR DENT: All right. So moving forward  
 13 with this item, we will -- will this be back in  
 14 January? Or is she just going to combine these  
 15 things and put it as part of the minutes as one? Or  
 16 part of the packet, I guess, as one rather than all  
 17 the different sections?  
 18 UNIDENTIFIED SPEAKER: Yeah.  
 19 CHAIR DENT: Okay.  
 20 TRUSTEE SCHMITZ: And then could Trustee  
 21 Noble, please, answer his question?  
 22 TRUSTEE NOBLE: No.  
 23 (Laughter.)  
 24 CHAIR DENT: All right. Any other  
 25 questions. All right. We're done. That closes out

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1 item G 12. Moving on to item H.  
 2 H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS  
 3 CHAIR DENT: Nothing on item H. Moving on  
 4 to item I.  
 5 I. LONG RANGE CALENDAR  
 6 CHAIR DENT: It can be found on 1140 of  
 7 your board packet.  
 8 MR. BANDELIN: I made a note, FlashVote  
 9 survey results, would I say that would be the  
 10 January 31 meeting? January 10 meeting? February  
 11 14 meeting?  
 12 And then I guess prior that, we would do  
 13 the FlashVote agreement or maybe at the same  
 14 meeting. Any suggestions or just pencil them in?  
 15 TRUSTEE NOBLE: I would suggest putting on  
 16 the FlashVote survey results so we can discuss  
 17 those, and that helps, at least me, make an informed  
 18 decision as to whether or not this is a worthwhile  
 19 exercise to continue in the future.  
 20 TRUSTEE SCHMITZ: Tonight during our  
 21 meeting, we had a few things that were discussed  
 22 that were going to to come. One of them was the  
 23 RFID media. There was something.  
 24 Then the legal services, and that might be  
 25 on our -- no, it's not. So the legal services.

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1 add some, do we want to change things?  
 2 That's what that's about.  
 3 CHAIR DENT: Washoe County through me off.  
 4 TRUSTEE TONKING: Can we make that item  
 5 pretty open? I was thinking TRPA and things like  
 6 that too might be helpful to think about.  
 7 CHAIR DENT: Um-hum.  
 8 TRUSTEE TONKING: I had two.  
 9 One of them is meeting minutes. And I  
 10 understand we kind of like talked about it for the  
 11 Board, but when we were having our last Golf  
 12 Advisory Committee meeting, there was a concern  
 13 that, like, meeting minutes are too long and, like,  
 14 really hard for them to, like, look over to, because  
 15 we use a lot of past meeting minutes to understand  
 16 why decisions were made, but also just when looking  
 17 their past meetings.  
 18 So I'm wondering if maybe we can think  
 19 about consolidating those to be more, just snippets,  
 20 especially since Board meetings, the transcript  
 21 might be easier because there's a lot that happens.  
 22 But I think in a lot of our advisory committee  
 23 meetings, I'm not sure a transcript is as  
 24 beneficial.  
 25 I just want to kind of think about that as

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1 The GM discussion coming back in January.  
 2 And then we had food and beverage and bar  
 3 RFP, that I believe Director Lejion had suggested  
 4 for February. And with that was also the food and  
 5 beverage at the beach results.  
 6 And then the contract and the FlashVote.  
 7 Those are the things I captured from this  
 8 evening's meeting.  
 9 MR. BANDELIN: I'm going to touch on the  
 10 January 10th meeting, the second from the bottom,  
 11 the liaison assignments with Washoe County. Will  
 12 that stay in its position there?  
 13 CHAIR DENT: What is that item?  
 14 MR. BANDELIN: It's on the January 10th  
 15 meeting. It says: Scheduled by the Board of  
 16 Trustees liaison's assignment with Washoe County.  
 17 TRUSTEE SCHMITZ: It is on here because  
 18 every year with the Board was to appoint liaisons  
 19 for different things, such as public works, what  
 20 have you.  
 21 I think Washoe County just got added there  
 22 because we had talked about: Did we want someone  
 23 that was going to be assigned to Washoe County?  
 24 But it was really just to go through who  
 25 did we have assigned for liaisons and do we want to

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1 something to bring up.  
 2 Then the other thing I wanted to bring up  
 3 was the idea of scheduling another townhall.  
 4 TRUSTEE SCHMITZ: I think that we, as a  
 5 board, received so much positive feedback that I  
 6 think we should schedule them every quarter. I  
 7 think we should have them four times a year, and I'd  
 8 like to just get them on our calendar so they're out  
 9 there and we can plan for it.  
 10 And I do want to commend Chair Dent for  
 11 his furniture arrangement because that really did  
 12 have an impact.  
 13 CHAIR DENT: That was GM Bandelin.  
 14 TRUSTEE SCHMITZ: On that, do we want to  
 15 just schedule it on a standard meeting night and  
 16 forego a meeting? Or do we want to add something  
 17 additional to calendar? I mean, it's hard during  
 18 budget time.  
 19 CHAIR DENT: It's hard for the first  
 20 six months. Maybe -- I understand wanting to do it  
 21 often. Maybe it's once every four months or  
 22 something, rather than every three months, because  
 23 we already have so many meetings towards the front  
 24 of the year. I don't know.  
 25 TRUSTEE TONKING: Maybe we schedule one



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1 early on, maybe, really, at the beginning of the  
 2 year almost, and that sets the new footing. Then  
 3 once we get through the budget section, you schedule  
 4 more. But I think that sets, like, the idea of  
 5 where thing are.

6 TRUSTEE TULLOCH: Do we have any issues,  
 7 given that this is an election year? Is there any  
 8 issues then preventing that if trustees are running  
 9 again for election? Do we need to put some  
 10 safeguards in place?

11 CHAIR DENT: I don't think so. We're  
 12 talking about potential IVGID business action items  
 13 and we're doing it at a meeting. As long as you're  
 14 not up there saying "vote for me," then I think  
 15 we're pretty good -- or along with many other  
 16 things, it'll be fine.

17 TRUSTEE TONKING: I think it happens in  
 18 meetings anyway. You, like, answer a lot of these  
 19 questions, I think you have counsel to help  
 20 facilitate that that doesn't occur. And if there's  
 21 a question like: What would you do if you were  
 22 reelected?

23 Those questions just can't be answered,  
 24 obviously.

25 CHAIR DENT: And we had several questions

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1 that were off topic or not something that we touched  
 2 on at the last forum. So we've experienced that a  
 3 little bit.

4 TRUSTEE TULLOCH: Some clarification,  
 5 General Manager Bandelin, again. Legal RFP on the  
 6 January meeting, is that going to be the RFP to  
 7 issue any new requests for legal services?

8 MR. BANDELIN: Yes. Why don't we talk  
 9 offline. I think I had some advice on how we move  
 10 forward with that without it going to an RFP,  
 11 immediately, just with bandwidth, and there's been  
 12 some talk with, actually, the Chair over time with  
 13 BBK and Josh about the possibility of entering into  
 14 a short-term agreement in the interim to minimize  
 15 the risk of BBK until we get situated to go out to  
 16 an RFP.

17 CHAIR DENT: I'll just add to that. While  
 18 working through, say, the hiring process of the  
 19 future general manager, just because there is a lot  
 20 of stuff going on. And we've had that discussion,  
 21 but we can't really have that -- take any action on  
 22 that without having a discussion at the Board level.

23 I would say follow up with the General  
 24 Manager offline, Ray, and same with any of my  
 25 colleagues on that topic.

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1 But it's been a concern of staff, and I  
 2 wouldn't say a concern of BBK, necessarily, but I'd  
 3 say more just bandwidth when it comes to staff and  
 4 how to handle everything moving forward, there's  
 5 just a lot going on.

6 TRUSTEE SCHMITZ: I'm so concerned. We  
 7 were supposed to be reviewing design options for the  
 8 Incline Beach House in August. And then it got  
 9 pushed to October. And then it was supposed to be  
 10 in December. Our intent was to be moving forward  
 11 with the project this summer, and we have not seen  
 12 anything.

13 And then relative to the skate park, the  
 14 same thing. We gave direction, I think it was in  
 15 May, and if we don't embark on that project, we  
 16 potentially risk losing the ARPA funds at the end of  
 17 this next calendar year.

18 So, I'm really concerned about what's the  
 19 status of these project. And if we need additional  
 20 resources or we need to take some action, the Board  
 21 is sort of uninformed at this time. And I'm  
 22 concerned about both of those projects.

23 CHAIR DENT: GM Bandelin, can you shine a  
 24 little light on what's going on?

25 MR. BANDELIN: Not at this time.

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1 I'll do this: I'll confer with staff, and  
 2 then we'll report back to the Board. And the intent  
 3 of the conversation will be to see if we can move  
 4 that forward in the calendar more. And then within  
 5 that report, we would talk about why we delayed  
 6 these projects per the Board of Trustees' advice.

7 CHAIR DENT: Piggybacking on that a little  
 8 bit, I think the intent of the Board was to move  
 9 these projects along, and we feel like we've given  
 10 all the direction we need to staff to execute.

11 If there's something additional that we  
 12 need to know, because without hearing back, we're  
 13 assuming deliverables are coming, and now it seems  
 14 like we've delayed the Incline Beach House, say,  
 15 six, seven months, and we're at the same spot six or  
 16 seven months ago. Nothing's happened.

17 TRUSTEE TONKING: Maybe if those aren't  
 18 fully along, this the perfect example to practice  
 19 the training we received yesterday of making  
 20 decision points along the way.

21 TRUSTEE TULLOCH: Something else. After  
 22 the issues we found with the Golf Genius system, we  
 23 talked about requiring memorandums of understanding  
 24 from the golf clubs in the same way as we have from  
 25 DPSEF. I don't see that anywhere on the calendar.

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1 MR. BANDELIN: I believe it's the intent  
2 of the Board to have the golf clubs provide the  
3 bylaws. And at the time of the calendar being in  
4 the packet, that wasn't included, but I would  
5 suggest that we put that at the end of January.  
6 TRUSTEE TULLOCH: That's fine. I would  
7 suggest that the golf clubs prepare a memorandum of  
8 understand as well, so we're very clear who is  
9 responsible for what, who is providing what  
10 services.  
11 I think the DPSEF one you prepared  
12 last year is an excellent example.  
13 MR. BANDELIN: Very good.  
14 CHAIR DENT: Anything else to put on the  
15 long range calendar? March looks good right now.  
16 Where are we at with actually putting  
17 together a list of all the contracts expiring? Are  
18 we still dealing with that or do we have that?  
19 (Inaudible cross talk.)  
20 CHAIR DENT: No. But there's still a  
21 bunch of stuff that's still not a part of that, like  
22 the big list.  
23 MR. BANDELIN: I could answer that.  
24 That's probably my single most-biggest project that  
25 I would like to accomplish in the interim role, to

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1 be available on the 10th.  
2 CHAIR DENT: Understood. Thank you.  
3 Anything else?  
4 Okay. That will close out the long range  
5 calendar. Moving on to item J.  
6 J. BOARD OF TRUSTEES UPDATES  
7 CHAIR DENT: Any updates?  
8 TRUSTEE TONKING: We had a Golf Advisory  
9 Committee meeting. I feel like that was -- speaking  
10 of long range, it's supposed to be an update now  
11 that will be in the January meeting because we have  
12 no financials, so we couldn't give you any  
13 recommendations. But are working on a service level  
14 recommendation. We will be having our next meeting  
15 early January in which we will approve what they  
16 recommend to the Board as service recommendations,  
17 and we'd like to have a member of the committee come  
18 and present it instead of listening to me all the  
19 time.  
20 TRUSTEE SCHMITZ: This dovetails on  
21 something that John Eppolito was talking about with  
22 all of the changes to the plans and the zoning.  
23 And I think that we really need to -- when  
24 we're looking at rates, I think we need to seriously  
25 look at connection fees and things like that because

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1 bring all the MOU's, all the contracts in front of  
2 the Board, talk about what the members of MOUs are  
3 providing the District, what specific tasks are  
4 involved in MOUs.  
5 That's a project that the interim General  
6 Manager has -- would like to take on and bring to  
7 the Board this spring, because it's been asked for  
8 for over two years now, to do.  
9 That'll be on my list to bring in front of  
10 the Board.  
11 CHAIR DENT: The only reason I bring it up  
12 is that fills out the long range calendar for us.  
13 And there's a ton of stuff from that list that then  
14 becomes a long range calendar. It starts to make us  
15 have to really figure out what we're putting on the  
16 agenda instead of being surprised.  
17 TRUSTEE TONKING: If you wanted a starting  
18 point, I'd look at our February packet from  
19 last year, because that's when it first got  
20 populated in all the way for the full year. That  
21 could help you figure out some of the ones that they  
22 already knew at the time.  
23 TRUSTEE SCHMITZ: As we're loading up this  
24 January 10th agenda, I will not be here, I will not  
25 be available on Zoom. I am traveling, and I won't

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1 there's a significant impact on our infrastructure  
2 for the rezoning efforts and is pending ADU changes  
3 that Washoe County is talking about that potentially  
4 can impact or infrastructure.  
5 I think that's just something, when we  
6 talk about rates, we need to understand that a bit.  
7 CHAIR DENT: Okay. Any other updates?  
8 TRUSTEE TULLOCH: We also had a meeting of  
9 the Capital Investment Committee earlier in the  
10 month. We went through several topics, we did make  
11 a lot of progress, and we need to get the next  
12 meeting scheduled.  
13 CHAIR DENT: Anything else?  
14 That closes out item J. Moving on to item  
15 K.  
16 K. FINAL PUBLIC COMMENTS  
17 CHAIR DENT: Any public comments in the  
18 room? No. We go to Zoom.  
19 MR. DOBLER: Cliff Dobler again.  
20 I watched movie and then came back at the  
21 end here. I wanted to make a point about what  
22 Trustee Tonking said about the tennis centers being  
23 paved every year or refurbished every year. That's  
24 blatantly untrue. I have records from 2014 to 2023,  
25 and these courts are maybe done about every

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1 five years.  
 2 So trying to circumvent what Sara was  
 3 trying to say that we don't want to do any repairs  
 4 to the tennis courts because we're just going to be  
 5 tearing it up, I think is well done. But her idea  
 6 that, oh, well, that doesn't really matter because  
 7 we pave them every year anyhow, is just blatantly  
 8 untrue.  
 9 So, I think, as a trustee, you need to get  
 10 the facts straight before you go blurting out bad  
 11 information. And if you want to see anything on  
 12 that, let me know.  
 13 The other thing I think you should be  
 14 aware of, which is over at the auditor's now, was  
 15 the idea that there was \$26 million capitalized in  
 16 the land accounts, but 19 million of it was not  
 17 land. It was improvements done through stream zones  
 18 and cutting down trees and a whole bunch of things  
 19 that were either expensed, or if you want to  
 20 consider them land improvements, then you would have  
 21 to have a new category and start depreciating them,  
 22 but sticking them in land to avoid all depreciation.  
 23 So, you're going to have a pretty big  
 24 adjustment there, and I hope that Nolett and Magee,  
 25 we sent them the information, I hope he's aware of

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1 it, but that's a gigantic sum of money that has been  
 2 improperly capitalized as land and should not have  
 3 been. Good luck on this fiasco.  
 4 I certainly hope -- I don't know what you  
 5 guys did on the cart path up at the Mountain Course,  
 6 but if you approved that, I would suggest that you  
 7 will regret it.  
 8 At any rate, you have a good evening.  
 9 Thank you.  
 10 CHAIR DENT: It doesn't look like we have  
 11 any further public comments. That closes out item  
 12 K, final public comment.  
 13 L. ADJOURNMENT  
 14 CHAIR DENT: It is 10:07. I want to thank  
 15 everybody. We are adjourned.  
 16 (Meeting ended at 10:07 P.M.)  
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1 STATE OF NEVADA            )  
 2 COUNTY OF WASHOE        ) ss.  
 3  
 4 I, BRANDI ANN VIANNEY SMITH, do hereby  
 5 certify:  
 6 That I was present on December 13, 2023,  
 7 at the Board of Trustees meeting, via Zoom, and took  
 8 stenotype notes of the proceedings entitled herein,  
 9 and thereafter transcribed the same into typewriting  
 10 as herein appears.  
 11 That the foregoing transcript is a full,  
 12 true, and correct transcription of my stenotype  
 13 notes of said proceedings consisting of pages 171,  
 14 inclusive.  
 15 DATED: At Reno, Nevada, this day of 22nd  
 16 December, 2023.  
 17  
 18 /s/ Brandi Ann Vianney Smith  
 19  
 20 BRANDI ANN VIANNEY SMITH  
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# INVOICE

**BAVS SM-LLC**  
brandiavsmith@gmail.com  
United States

**BILL TO**  
**Incline Village General Improvement  
District**  
Susan Herron / Heidi White

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 15

**Invoice Date:** December 22, 2023

**Payment Due:** January 13, 2024

**Amount Due (USD): \$1,376.00**

Items	Quantity	Price	Amount
<b>Appearance fee</b> December 13, 2023 BOT meeting	1	\$350.00	\$350.00
<b>Per page fee</b> December 13, 2023 BOT meeting	171	\$6.00	\$1,026.00

**Subtotal:** \$1,376.00

**Total:** \$1,376.00

**Amount Due (USD): \$1,376.00**

## Heidi White

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**From:** Kristie Wells <kristiewells@gmail.com>  
**Sent:** Wednesday, December 13, 2023 6:50 PM  
**To:** Matthew Dent; Sara Schmitz; trustee\_noble@ivgid.org; trustee\_tonking@ivgid.org; trustee\_tulloch@ivgid.org; Info IVGID  
**Subject:** Please add this comments to the minutes of the 12/13/23 meeting

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Kristie Wells, Incline Village resident

I was surprised to see tonight's agenda that has twelve items to address in the General Business section. Twelve. You have stated there is no need to have these meetings last for more than 2-3 hours, and then you add twelve items to an agenda because you chose to skip a meeting two weeks ago.

Now, with this stacked agenda, the Chairman felt the most important thing to discuss tonight would be your roles for 2024 - who will be Chair, Vice Chair, etc. For a Board of Trustees that is supposed to prioritize the district's business, making this item number one in the General Business is something that feels ego driven and does not best serve this community. While it is important, it is not \*the\* most important item. But hey good luck, I am sure you will get the roles you want.

Moving on to Item 9, the contract with NV Energy for Use of Diamond Peak Ski Resort Parking Lot. You've heard hours of public comments made on this subject and while the motion presented looks like you took the community feedback to heart, this is item number 9 on the list tonight.

Item 10 deals with FlashVote. This is a service provided by a good friend of Trustee Dent that carries no real value to this community.

- How many surveys have you launched in the last two years?
- What action have you taken on all the previous surveys you sent out?
- How many times are you going to ask us what we want at the beach house?
- What new information have you learned from them? I am going to guess not much, if anything.

Why do we pay almost \$8,000 for this service when you have all the information you need to prioritize the requests of this community. When are you going to take real action? Why do we still need this service? Also, there are plenty of free tools that are as good, if not better, to get this information and then you could use IVGID staff to run them. Wouldn't that be a more financially responsible decision to make? I recommend that you do not approve extending this contract for another year. It is a waste of money.

Which then leads me to the 11th item on the agenda tonight: Review, discuss and possibly act on the FlashVote survey results. How is this not item number one? You know this topic is what is most important to the majority of this community. You've collected feedback for years that has not led to any significant investment in our amenities. Your priorities do not seem aligned with what the community has stated, clearly, in surveys, in public comments, and on social media.

It is time for you to focus on showing positive impact from the decisions you have made, as all I see is your decisions leading to the destruction of IVGID and decimating employee morale in the past year. And that is not something you should be proud of.

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I would like to give my comments and questions on item E.1 a list of projects prepared by Ms. Nelson

I would assume that the list is to provide accurate and complete information.

Pump Track - It was determined in February 9 months ago that the Carson bid of \$727,000 would not be accepted and the incomplete work on the expired TRPA permit for the first phase needs to be completed. When will a new estimate of costs and schedule be presented?

Skate Park - Report states that the draft RFQ would be presented to the CIC TODAY. Where is it?

Lab Equipment Expansion - Appears that this committee will be bypassed as contract approval is set for Board approval on 12-13-2023

Water Pump Station #1 - Report indicates project is not started. When will it be started?

Watermain in Alder Avenue - Fire Suppression Grant request will be done tomorrow. How much is the request?

Effluent Storage Tank - Why is dollar amount for the grant from USACE not disclosed? Were trees actually removed?

Sewer Pump Station #1 - Only one bid. Appears that this committee will be bypassed and presented to board on 12-13-2023

Snowmaking infrastructure Replacement - This was not a design and build contract but an equipment purchase with Techno-alpin.

Incline Beach Facility - According to a Trustee, a site survey has not been contracted. How can design build be advertized without a site plan.

Snowflake Lodge - Just issued contract for site survey and just reached out to SE Group for a "needs assessment". Why not Bandalin instead?

Mountain Golf Course Cart Paths - should be on list - Work in progress and over \$250,000

Effluent Pipeline - Please explain USACE Section 595 funding increment #2 for \$4.3 million. There is no request record. Apparently a formal project environmental assessment process prior to solicitation of public bids is required. How long will that take. Why is the \$1.6 million grant from the Federal EPA Community Grant Fund not included in report?

This written statement is to be made part of the meeting minutes.

There appears to be a strong desire to issue a contract with Granite Construction to complete the new effluent pipeline over the next three years. The contract could be as high as \$46.7 million depending on how much of the \$7.7 million of owner controlled risk reserve is used.

What I find disturbing is Kate Nelson does not believe that a CMAR contract should have been used and 3 trustees requested competitive bidding be done for the remainder of the project. It appears those comments fell by the wayside.

Originally the project was designed to be completed over four years with 5,500 lf already completed and 11,000 LF in 2024, 9,500 LF in 2025 and 5,000 LF in 2026. The first phase of 5,500 lf cost \$12.9 million or \$2,345 per LF. The remaining 25,500 LF, according to the contract plus contingencies, administration and inspections will be \$1,833 per LF and total \$49.6 million. This is a 21% reduction per foot compared to the work just completed. So much for inflation. Can't use that excuse any more. It should be noted that the first phase was front loaded with \$1.4 million for a variety of items.

The complication in issuing this contract will be the ARMY requirements to have a competitive bid contract for the \$4.3 million grant equal to 75% of \$5.7 million with IVGID's contribution of 25%. How can a contract be issued for the entire remaining project when the ARMY has a set of rules to provide grants? Consideration should be given on how to carve up the Granite contract. Consideration should also be given for requirements on the \$1.6 million EPA grant.

As I stated before, since it will take three more years to complete the project, a contract should be issued for each year. For 2024, while the plan was to complete 11,000 LF it is only necessary to complete 7,500 LF consisting of weak bell and spigot joints in Segment 3. This can be funded by existing restricted cash of \$15.5 million at June 30, 2022. Thereafter the work for replacing the remaining 17,000 lf can be determined for the last two years. With over 18 months of breathing room the Federal grants can be firmed up and proper borrowing decisions can be made.

The constant fears about delays stated by Staff are unwarranted. If you want to buy into the fears, then go ahead.

I also sent a memo to you and Mr. Magee about the excess borrowing which is not necessary unless the restrictions are removed from the Utility Fund balance.

On another matter, I sent you an e mail regarding the Mountain Golf Course cart paths. What is happening is haphazard and should not continue until there is a better understanding of what must be done. Mike Bandalin and I reviewed the cart paths and found that replacement is much more

then what was considered. One example is hole #10. The path needs a full replacement and the south retaining wall needs replacement. Nothing is in the proposal from staff. At this stage a blank check is being requested. Don't let this happen. More money may be needed but patch work is not the answer.



Linda Kahrs...Please include these comments in the evenings minutes

#### RECALL UPDATE OF CRITICAL CONCERN TO THE COMMUNITY

For the past 45 days we have analyzed rejected signatures for Dent and Schmitz. the number of errors and inconsistencies made by the Washoe County Registrar is SHOCKING. We submitted 25% more signatures than were required.

An appeal was filed with the Secretary of State. Unfortunately, there isn't a required date for the SOS to respond and it has been OVER 30 days. SOS IS working on the APPEAL and reviewing the signatures and the process is slow and tedious. The Recall team has spent over 300 hours triple checking every signature and found enough errors and inconsistencies to easily exceed the 1801 required numbers.

We need to contact invalidated people and will be posting the names on [inclinetogether.com](http://inclinetogether.com).

Please check the website and if you know someone please ask them to provide their contact information which will be kept confidential.

We know that many are tired of even hearing the word RECALL. However, we can ill afford another year of this board dismantling the staff and venues of iVGid."

A substantial number of incline residents are outraged because 25% of the combined signatures were rejected without adequate time to cure any purported deficiencies. This constitutes voter suppression."

Here's the combined summary:

- 51 NAMES were missed completely and not included in the signature count
- Over 100 names rejected because the date was missing or hard to read. We found many easy to read and are 100% confident that 49 are easily cured or automatically accepted. However, these signatures were included in a CODE that was not allowed to be cured. They were mis-Coded.
- 84 signatures REJECTED because the people had moved after 2020. All should be curable.
- 50 signatures discarded for reasons never identified by the County. These can be easily cured given sufficient time.

- 9% of the signatures invalidated due to a new 2019 law that required submission of all signatures at the 45 day point. This was not known to anyone until after the 90 day deadline. We believe these voters should be allowed to cure as the error was not their fault. These signatures could be curable.
- 35 plus signatures were on the Washoe County list of registered voters given to the recall committee but were rejected as if they were not on the list of registered voters.
- More than 60 signatures were rejected for one petition and with the same information valid for the other petition! We don't know how that is possible but it happened.

In summation, we had 25% more signatures than were required. We believe that the counties rejection of this recall petition constitutes voter suppression." Call me with any questions.

If you want more information, please enter your information on the website [inclinetogether.com](http://inclinetogether.com) and we will reach out to you.

Please also consider contacting our representatives to express your concerns:

Cisco Aguilar: NV Secretary of State: [sosmail@sos.nv.gov](mailto:sosmail@sos.nv.gov) 775 684-5708  
Alexis Hill, Washoe Co. Board Chairman [ahill@washoecounty.gov](mailto:ahill@washoecounty.gov) 775 447 3017  
Rich DeLong, State Assemblyman [rich.delong@asm.state.nv.us](mailto:rich.delong@asm.state.nv.us)

This information is also on the website [inclinetogether.com](http://inclinetogether.com).

December 13, 2023 IVGID Meeting

Good Evening. Tim Callicrate, Incline Village

I would like these written comments to be included in this evening's minutes.

- On behalf of The Committee to Recall IVGID Trustees Sara Schmitz and Matthew Dent, I would like to take this opportunity to thank the Community for its support of this endeavor!
- While the initial counts verified by the Washoe County Registrar of Voters came up short for both trustees, further due diligence by our Recall Committee has shown numerous occasions where names were not entered into the data bases, signatures were wrongly disqualified, signatures were incongruously verified vis a vis one petition to another, codes being used for the entire process were vague and/or inconsistently applied leading to confusion within the process, etc, and inadequate timeframes for the curing of signatures. With over 300 hours of time spent by these dedicated Recall *volunteers* we felt we had a compelling case and spoke to our attorneys. Due to the seriousness of these discrepancies our legal team felt it appropriate to appeal the Registrar's decision. The situation then went to the Secretary of State's Office where it has been under investigation for over the past 30 days.
- We are confident that the Secretary of State will find our concerns warranted and that the Recall will move forward. We are also weighing options toward legal proceedings as justified under Nevada Revised Statutes should that be required.
- In other words, THE RECALL IS NOT OVER!
- As allowed under Nevada Law, our Committee is exercising its rights, and by extension the rights of the over 2500 signatories to the Petitions. No signer should be disenfranchised due to inconsistent applications of protocols and procedures within the Registrar of Voters office!
- The Committee is confident that there will be adequate signatures well over the 1801 required to call for a Special Election. The irreparable damage inflicted upon the District and the larger Community of Incline Village/Crystal Bay needs to come to an immediate halt. It is glaringly apparent that the majority of this Board has abrogated its authority and abdicated its responsibilities to the greater Incline Village/Crystal Bay Community and has decided to act in a parochial manner to its small, embittered and myopic group of sycophants that DO NOT, I repeat, DO NOT represent the true Majority of Citizen Electors! Thank You!

William KAFFRS

BOARD OF TRUSTEES REPORT CARD/ ANNUAL REVIEW

With regard to senior staffing personnel, IVGID is in serious trouble.

~~Yes~~ We have heard nothing about the GM search which has been open for months.

Does the public realize IVGID has only 3 senior members left, the interim GM who is Director of Diamond Peak, the Director of Parks and Rec and The Director of Administrative Services. Oh wait, Susan Herron was put on paid administrative leave 4 weeks ago. The reason is still TBD. That leaves 2 active senior managers.

For the entire year Trustees Dent, Schmitz & Tulloch have been focused on surreptitiously changing the IVGID staff that was functional, with normal challenges of a governmental entity, and now at year end our leadership is challenged.

GONE IN 11 MONTHS:

- Forced out GM Winquest with one year PAID salary.....cost to District .....salary plus benefits: certainly between 200 - 300 thousand.
- Put on paid Administrative leave with no reasons stated is Susan Herron, Director Of Admin. Services. Cost to the district is unknown, except there is the loss of 20 years of historical knowledge from Ms Herron cannot be calculated. Is that the reason she is on leave - does she know too much?

- It is common knowledge that toxic environment due to Trustee Schmitz meddling & micro management caused the resignations of Senior Directors of Golf, Food and Beverage, Finance, Public Works...a combined 34 years of knowledge. The knowledge irreplaceable - Priceless if you will.
- Then there is Mick Homan's resignation from the Audit Committee...a stellar member of this committee who detailed the issues for his resignation at a prior meeting.
- The board hired MOSS ADAMS for multiple projects costing in excess of \$200,000..... where are the results?
- Hiring of Matt's Friend, Kevin Lyons, for FLASHVOTE surveys & trainings at a cost of close to \$30,000 or more...with nothing to show; except we still have a divided board – Lyons did a board training with zero results; and a board majority pushing an agenda that is self-serving for 3 Trustees with ZERO consideration to the RECREATIONAL NEEDS of the community....
- Forensic Audit/ Due Diligence Audit minimum cost \$300,000 to \$1,000,000 Why? The problem is with the Tyler-Munis system - not with fraudulent staff.
- Recreation Fee set to \$0. Cost to the District is approximately \$3,300,000 a huge loss or revenue . These funds are needed for RECRATIONAL IMPROVEMENTS and to support the operations. Yes, there were funds in the accounts but they should have been used to fund the tennis court issues, recreation center improvements.....the money should be spent for the benefit of the community and not to satisfy a minority's desire for a \$400 tax reduction. That is not to the community's benefit.

The combined Costs exceeding \$1,000,000 - not taking into consideration potential lawsuits.

The District is almost headless.

Oh, we cannot forget Trustee Schmitz's recreation center NO VOTE which resulted in a withdrawal of a \$25,000,000 donation.

A new similar loss was \$500,000 ICE skating rink which the Trustees Schmitz, Dent, & Tulloch would not even discuss or open up to community discussion on the proposal.

And how much time and money and effort <sup>were</sup> ~~did the three trustees~~ put into improving the facilities? NONE.

As a community, we'd like the trustees to tell us what you did outside of starting the effluent pipeline project.

*We look forward to your update.*

X { It seems like if you're looking for fraud, you might start by looking at the trustees whose main job should have been to support IVGIDS recreational amenities.



**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN  
MINUTES OF THE IVGID BOARD'S REGULAR DECEMBER 13, 2023 MEETING –  
AGENDA ITEM D – APPROVAL OF AGENDA – BASED UPON DEFICIENT  
NOTICE**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence and arrogance. And an attorney who sees fit to be a wing man for the Board and District staff, even when there is evidence of NRS violations; here the failure to comply with the notice provisions of NRS 241.020(3)(c). And that's the purpose of this written statement.

**Notice of This IVGID Board's December 13, 2023 Meeting:** appears in the agenda which appears at [https://www.yourtahoeplace.com/uploads/pdf-ivgid/2023-12-13\\_Agenda\\_Final.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/2023-12-13_Agenda_Final.pdf). A copy of that agenda is attached as Exhibit "A" to this written statement.

**What Constitutes "Notice" Under NRS 241.020?** Nevada's Open Meeting Law ("OML") appears at NRS 241.010, et seq. NRS 241.020 sets forth the notice requirements for all governing board meetings. Simply stated,

"Except in an emergency, written notice of all meetings must be given at least 3 working days before the meeting (and) the notice *must* include(, in part)...(c) the name, contact information and business address for the person designated by the public body from whom a member of the public may request the supporting material for (any) meeting described in subsection 7 and, (1) a list of the locations where the supporting material is available to the public; or (2) Information about how the supporting material may be found on the Internet website of the public body."

**Nowhere Does The Agenda Set Forth "The Name, Contact Information and Business Address For The Person Designated...From Whom a Member of The Public May Request The Supporting Material For (Any) Meeting Described in Subsection 7:"** Take a long look at Exhibit "A." Do you see the language above required of NRS 241.020(3)(c) anywhere? Since you don't, the notice provided by staff is not in compliance with the OML.

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

**My E-Mail of December 11, 2023:** On December 11, 2023 I put the Board and its attorney on notice of the fact that the notice for this meeting did not comply with NRS 241.020(3)(c). I asked that the meeting be cancelled, and properly re-noticed<sup>2</sup>.

**The District's Response to My December 11, 2023 Request:** Nada. Nothing.

**The Consequence of The IVGID Board's Refusal to Cancel This December 13, 2023 Meeting And Properly Re-Notice a Continued Meeting, is to Render All Action Taken by The Board Void:** NRS 241.036 sets forth the remedy for compliance with the provisions of NRS 241:

"The action of any public body taken in violation of any provision of this chapter is void.

**Conclusion:** The arrogance of the District! This all came about because staff failed to make supporting materials for this evening's Board meeting available to me at the same time it made those materials available to Board members, as NRS 241.020(7)(c) instructs<sup>3</sup>. And then staff lied about the reasons why (the subject of a companion written statement). Then ultimately the attorney for the District asserted there was no OML violation because I had made a blanket request for supporting materials and there was nothing in NRS 241 which permitted the same. So I decided to give the District a bit of its own medicine. Good work Mr. Rudin. And good work Board members for not taking the very simple measures required to have provided me with the supporting materials for this meeting in a timely fashion.

And now that the District has spent and is going to have to spend attorney's fee monies to defend its OML violation, those expenses are assigned to the District's General Fund, the revenues assigned to this fund are insufficient to pay for all assigned expenses, and a financial subsidy is required, that subsidy comes from the District's Recreation ("RFF") and Beach ("BFF") Facility Fees. Which means now you the reader know what your RFF/BFF actually pay for.

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

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<sup>2</sup> That e-mail is attached as Exhibit "B" to this written statement.

<sup>3</sup> This provision states that: "Upon any request, a public body shall provide, at no charge, at least one copy of...any other supporting material provided to the members of the public body for an item on the agenda...subject to the provisions of subsection 8 or 9, as applicable."

## **EXHIBIT "A"**

# NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on December 13, 2023 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone at (877) 853-5247 (the webinar ID will be posted on our website on the day of the meeting). The meeting will be available for viewing at <https://livestream.com/accounts/3411104>.

A. PLEDGE OF ALLEGIANCE\*

B. ROLL CALL OF TRUSTEES\*

C. INITIAL PUBLIC COMMENTS - *Remarks by speakers during any public comment period shall be limited to three (3) minutes each. The Board Chair reserves the right to reduce the time allowed for public comment so long as such reduction is clearly communicated prior to the commencement of the comment period. Each individual's right to comment is subject to reasonable time, place, and manner restrictions as set forth in Board policy and this agenda statement. Public comments must be addressed to the Board Chair only, and not to staff or other attendees. No person may allocate their unused public comment time to any other person. The Chair may prohibit a person from continuing to make a public comment if it becomes clear that the content of the comment is a topic that is not relevant to or within the authority of the Board, or if the content of the comment is willfully disruptive of the meeting by being repetitious or interfering with the rights of other speakers. Any restriction on public comment for these reasons must be viewpoint neutral. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*

D. APPROVAL OF AGENDA (for possible action)

*The Board of Trustees may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block.*

**-OR-**

*The Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.*

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

1. **SUBJECT:** Interim General Manager's Monthly Status Report. – *pages 6 - 29*
2. **SUBJECT:** Receive a verbal report and update on the General Manager recruitment status. (Presented by the Director of Human Resources Erin Feore)
3. **SUBJECT:** Receive a report and update on the Beach Season wrap-up. (Presented by Director of Parks and Recreation, Sheila Leijon & Recreation Supervisor - Operations & Community Programming, Adia Van Peborgh) – *pages 30 - 47*
4. **SUBJECT:** Treasurers Report - October 2023 Activities District Treasury Report. (Requesting Trustee: Treasurer Raymond Tulloch) – *pages 48 - 60*

F. CONSENT CALENDAR (for possible action) - *These items are expected to be routine and non-controversial. The Golf Advisory Committee will act upon them at one time without discussion. Any Committee member, staff member, or interested party may request that an item be removed from the consent calendar for discussion.*

**Incline Village General Improvement District**

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

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

[www.yourtahoeplace.com](http://www.yourtahoeplace.com)

# NOTICE OF MEETING

Agenda for the Board Meeting of December 13, 2023 - Page 2

1. **SUBJECT:** Approval of the Meeting Minutes for November 8, 2023 – *pages 61 - 300*
2. **SUBJECT:** Review, discuss and possibly approve a contract time extension with Jacobs for the Effluent Storage Tank CIP# 2599SS2010 project. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 301 - 305*

*Recommendation for Action:* Review, discuss and approve a contract time extension with Jacobs for the Effluent Storage Tank CIP#2599SS2010 project.

## G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Election of Board of Trustees Officers for the 2024 Term – Effective January 1, 2024.  
*page 306*

*Recommendation for Action:* That the Board of Trustees make a motion to nominate individual officer positions (multiple motions) of the Board and/or an officer position slate (one motion).

2. **SUBJECT:** Approve and authorize the General Manager to Execute the State of Nevada Clean Water State Revolving Fund Loan Contracts CW2401 and CW2402 in the aggregate amount of \$36,740,000 to complete the financing of the Effluent Pipeline Project. (Requesting Staff Member: Interim Director of Finance Bobby Magee) – *pages 307 - 431*

*Recommendation for Action:* That the Board of Trustees make a motion to Authorize the General Manager to Execute State of Nevada Clean Water State Revolving Fund Loan Contracts CW2401 and CW2402 in the aggregate amount of \$36,740,000 to complete the financing of the Effluent Pipeline Project.

3. **SUBJECT:** Review, discuss, and possibly approve **Resolution No. 1906** providing for the Issuance of Sewer Bond Series 2024A in the maximum amount of \$36,371,700 and Sewer Bond Series 2024B in the maximum amount of \$368,300 (Principal Forgiveness); Providing the Forms, Terms and Conditions Thereof; Securing Payment Through a Pledge of Net Revenues Derived from the Utility System of Which the Financed Project is a Part; Ratifying Actions Previously Taken Toward the Issuance of the Bonds; and Providing Other Matters Relating Thereto. (Requesting Staff Member: Interim Director of Finance Bobby Magee) – *pages 432 - 485*

*Recommendation for Action:* That the Board of Trustees makes a motion to approve Resolution Number 1906 providing for the issuance of Sewer Bond Series 2024A in the maximum amount of \$36,371,700 and Sewer Bond Series 2023B in the maximum amount of \$368,300 (principal forgiveness); providing the forms, terms and conditions thereof; securing payment through a pledge of net revenues derived from the utility system of which the financed project is a part; ratifying actions previously taken toward the issuance of the bonds; and providing other matters pertaining thereto.

# NOTICE OF MEETING

Agenda for the Board Meeting of December 13, 2023 - Page 3

4. **SUBJECT:** Review, Discuss and Possibly Approve Construction Manager at Risk ("CMAR") Construction Agreement with Granite Construction for completion of Phase 2 of the Effluent Export Pipeline including the negotiated schedule of values, CMAR Fee, and owner-controlled risk reserve prepared for Guaranteed Maximum Price (GMP) in the amount of \$46,744,705.15; 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2524SS1010. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 486 - 775*

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

1. Approve CMAR Construction Agreement with Granite Construction for the Effluent Pipeline Project with a Guaranteed Maximum Price in the amount of \$46,744,705.15 (Inclusive of \$7.688M Owner Controlled Risk Reserve); 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2524SS1010.
2. Authorize the Chair and Secretary to execute the CMAR Contract with Granite Construction.

5. **SUBJECT:** Review, discuss and possibly approve the Construction Contract for Sewer Pump Station #1 Improvements - 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2599DI1703; Contractor: San Joaquin Electrical, Inc. in the amount of \$1,113,500, and approve a Professional Service Agreement: DOWL LLC in the amount of \$29,620. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 776 - 1006*

*Recommendation for Action:* The Board of Trustees make a motion to:

1. Approve the Construction Contract for SPS #1 Improvements - 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2599DI1703; Contractor: San Joaquin Electrical, Inc. in the amount of \$1,113,500.
2. Authorize staff to execute change orders for additional work for 15% of the SPS #1 Improvements construction contract in the amount of \$167,000.
3. Approve the award of the Professional Services Agreement with DOWL, Inc. for construction management services in the amount of \$29,620.
4. Authorize engineering staff to perform construction services as required, in an amount not to exceed \$25,000.
5. Authorize Public Works operational staff to perform services if needed in an amount not to exceed \$50,000.
6. Authorize Chair and Secretary to execute the contracts in substantially the form presented.

6. **SUBJECT:** Review, discuss and possibly approve the finding that the contract is exempt from the requirements of competitive solicitation **and** review, discuss and possibly approve a Service Agreement for the Water Resource Recovery Facility Centrifuge Repair/Reconditioning - 2023/2024 Capital Project Fund: Utilities; Division: Sewer: Project #2599SS1102 Water Resource Recovery Facility Improvements; Contractor: Centrisys CNP in the amount not to exceed \$171,880. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 1007 – 1026*

# NOTICE OF MEETING

Agenda for the Board Meeting of December 13, 2023 - Page 4

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

1. Make the following finding: The District's repair/reconditioning to the existing centrifuges is exempt from competitive solicitation for the following reasons: NRS 332.115.1.(c) and the Board's Purchasing Policy 20.1.0, Section 3.1 Subsection A.2.
2. Approve the award of a Service Agreement for the Water Resource Recovery Facility Centrifuge Repair/Reconditioning - 2023/2024 Capital Project Fund: Utilities; Division: Sewer: Project #2599SS1102 Water Resource Recovery Facility Improvements; Contractor: Centrisys CNP in the amount not to exceed \$171,880.
3. Authorize the Interim General Manager to execute the contract in substantially the form presented.

7. **SUBJECT:** Review, discuss and possibly approve an increase to the project budget to support increased asphalt repair scope quantities for Mt. Golf Cart Path Restoration Phase II - 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #3241LI1903; Vendor: SNC Construction in the amount of \$160,000. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 1027 - 1038*

*Recommendation for Action:* The Board of Trustees make a motion to:

1. Approve an increase to the project budget for Mt. Golf Cart Path Restoration Phase II - 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #3241LI1903; Vendor: SNC Construction in the amount of \$160,000 to support increased asphalt repair scope quantities in the amount of \$160,000.

8. **SUBJECT:** Review, discuss and possibly adopt revised Board Policy 23.1.0 - A policy regarding access to confidential and non-public information. (Requesting Staff Member: District General Counsel) – *pages 1039 - 1046*

*Recommendation for Action:* That the Board of Trustees make a motion to adopt revised Board Policy 23.1.0 - A Policy regarding access to Confidential and Non-Public information.

9. **SUBJECT:** Review, discuss and possibly approve an Amended and Restated Site Use License Agreement with NV Energy for Use of Diamond Peak Ski Resort Parking Lot to Prohibit Helicopter Operations. (Requesting Staff Member Interim General Manager: Mike Bandelin and District General Counsel) – *pages 1047 - 1055*

*Recommendation for Action:* The Board of Trustees make a motion to approve the Amended and Restated Site License Agreement with NV Energy.

10. **SUBJECT:** Review, discuss and possibly approve the agreement for FlashVote Services not to exceed the amount of \$7,900.00. (Requesting Trustee: Trustee Matthew Dent) – *pages 1056 - 1066*

# NOTICE OF MEETING

Agenda for the Board Meeting of December 13, 2023 - Page 5

*Recommendation for Action:* It is recommended the Board of Trustees move to approve the Flashvote Services agreement, not to exceed the amount of \$7,900.00.

11. **SUBJECT:** Review, discuss and possibly act on the FlashVote survey results. (Requesting Trustee: Trustee Matthew Dent) – *pages 1067 - 1087*
12. **SUBJECT:** Review, discuss, and potentially answer the remaining community questions received at the October 11, 2023, Townhall Forum. (Requesting Trustee: Trustee Matthew Dent) – *pages 1088 - 1139*

- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
- I. LONG RANGE CALENDAR – *pages 1140 - 1142*
- J. BOARD OF TRUSTEES UPDATES
- K. FINAL PUBLIC COMMENTS - Limited to a maximum of three (3) minutes in duration.
- L. ADJOURNMENT (for possible action)

## CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 a.m. on Friday, December 8, 2023, a copy of this agenda (IVGID Board of Trustees Session of December 13, 2023) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID's website ([www.yourtahoepace.com/ivgid/board-of-trustees/meetings-and-agendas](http://www.yourtahoepace.com/ivgid/board-of-trustees/meetings-and-agendas))
3. State of Nevada public noticing website (<https://notice.nv.gov/>)
4. IVGID's Recreation Center (980 Incline Way, Incline Village, Nevada)

/s/ Heidi H. White

Heidi H. White

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

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

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



**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Mike Bandelin, Interim General Manager

**SUBJECT:** Interim General Manager's Monthly Status Report  
Prepared for the meeting of December 13, 2023.

**DATE:** December 13, 2023

**Venue Status Reports**

Venue status reports are attached for November 2023.

**Public Records Log**

Public Records request Log attached from the following dates:  
**July 6, 2023 to December 6, 2023**

Public Records Request Log					
Thursday, December 7, 2023					
Due Today:		1			
Open Requests:		8			
Log No.	Status	Date Requested	By Whom	Subject	Date Complete or Due by
	Complete	Thursday, July 6, 2023	Katz, Aaron	Project Manager Job Description	7/12/2023
	Complete	Monday, July 31, 2023	Homan, Mick	Correspondence re Ord 7 and Beach legal opinions	9/29/2023
	Complete	Friday, August 4, 2023	Paul, Gwen	Emails: Trustees & Mr. Dobler; Trustees and AC Chair Nolet starting 1/1/2023 to present (date filled)	8/4/2023
	Complete	Tuesday, August 8, 2023	Ashton, Don	Reports from Moss Adams	8/23/2023
	Complete	Monday, August 14, 2023	Abel, Mike	Files on he and his wife	8/14/2023
	Complete	Monday, August 14, 2023	Abel, Mike	Kaye Shackford and Mattford Group	8/18/2023
	Complete	Tuesday, August 22, 2023	Wells, Kristie	Emails: Carey, etc and re: Dobler	9/8/2023
	Complete	Tuesday, August 22, 2023	Wells, Kristie	Emails: GSG etc. 8/1/2016 to 8/22/2023	9/8/2023
	Complete	Wednesday, August 23, 2023	Krolick, Gail	Emails: Carey and Dobler re suspension	9/8/2023
	Complete	Thursday, August 24, 2023	Soft, Jason	S&W easement documents - Cal Nova	9/5/2023
	Complete	Monday, August 28, 2023	Riner, Dr. Myles	Mick Homan's recent resignation letter	8/28/2023
	Complete	Friday, September 8, 2023	Dobler, Cliff	Emails: Kahrs to BOT re ltr from Dee Carey	9/13/2023
	Complete	Monday, September 11, 2023	Katz, Aaron	NVEnergy replacement - helicopter charges	9/12/2023
	Partial response	Monday, September 11, 2023	Barth, Megan	Banking information, reconciliations, salaries and benefits, general ledger, notary	9/12/2023
	Awaiting response from Mr. Hicks	Monday, September 11, 2023	Hicks, Joshua	Golf Genius emails	10/24/2023
	Complete	Tuesday, September 19, 2023	Becker, Mary	Employment Contracts for Dobler, Schmitz, Dent and Tulloch	9/19/2023
	Complete	Wednesday, September 20, 2023	Dobler, Cliff	3 invoices: Granite Construction	9/21/2023
	Complete	Thursday, September 21, 2023	Johnson, John	Vote Tally - Golf Advisory Committee	9/21/2023
	Complete	Friday, September 22, 2023	Wright, Frank	Submitted by Trish McKowen read at the 09/19/2023 BOT meeting	9/27/2023
	Complete	Monday, September 25, 2023	Dobler, Cliff	Invoices from Silver State Law	10/4/2023
	Complete	Tuesday, September 26, 2023	Riner, Dr. Myles	Emails: Schmitz and Winquest during 09/1/2022 to 09/14/2022	9/26/2023

**EXHIBIT "B"**

## RE: Staff's Failure to Make Available to Members of the Public Who Have Requested, the Dec 13, 2023 IVGID Board Meeting Packet of Materials - Consequence: Cancel and Re-Notice the IVGID Board's Dec 13, 2023 Meeting

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**From:** <s4s@ix.netcom.com>  
**To:** Sergio Rudin <Sergio.Rudin@bbkllaw.com>  
**Cc:** 'Mike L. Bandelin' <MLB@ivgid.org>, Dent Matthew <dent\_trustee@ivgid.org>, Schmitz Sara <schmitz\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>  
**Subject:** RE: Staff's Failure to Make Available to Members of the Public Who Have Requested, the Dec 13, 2023 IVGID Board Meeting Packet of Materials - Consequence: Cancel and Re-Notice the IVGID Board's Dec 13, 2023 Meeting  
**Date:** Dec 11, 2023 2:52 PM

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Thank you Mr. Rudin -

With your permission I intend to address the matters in your e-mail below piecemeal. And here is the first installment.

Section 5.02 of the OAG's OML Manual addresses the required contents of notices of public body meetings. Therein it states literally that such notices shall include "the name and contact information for the person designated by the public body from whom a member of the public may request **the supporting material** for the meeting and a list of the locations where the supporting material is available to the public." See NRS 241.020(3)(c).

So I went to the notice of the December 12, 2023 meeting which now appears at [https://www.yourtaehoeplace.com/uploads/pdf-ivgid/2023-12-13\\_Agenda\\_Final.pdf](https://www.yourtaehoeplace.com/uploads/pdf-ivgid/2023-12-13_Agenda_Final.pdf) looking for this required language. I don't see it. Do you? If so, can you please point me to it? If not, how could you as attorney for the Board approve the preparation of such a notice?

And now that you see the notice of the December 12, 2023 meeting omits the required language provided by the NRS, do you agree with me it is defective? And if so, I request re-noticing of the meeting in order to comply with NRS 241.020(3)(c). I have sent Board members a copy of this request so that each will be on notice of the possible OML violation. As you know, the consequence is that all action taken at this meeting can be rendered void.

More to come later. And thank you for your cooperation. Aaron Katz

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

**From:** Sergio Rudin <Sergio.Rudin@bbkllaw.com>

**Sent:** Dec 11, 2023 11:22 AM

**To:** 's4s@ix.netcom.com' <s4s@ix.netcom.com>

**Cc:** 'Mike L. Bandelin' <MLB@ivgid.org>, 'Heidi White' <hhw@ivgid.org>

**Subject:** RE: Staff's Failure to Make Available to Members of the Public Who Have Requested, the Dec 13, 2023 IVGID Board Meeting Packet of Materials - Consequence: Cancel and Re-Notice the IVGID Board's Dec 13, 2023 Meeting

Good morning Mr. Katz,

In discussing the matter with the Clerk, your agenda packet materials were printed and placed on the front porch of the administrative building for pickup at approximately 7:30 p.m. on Friday, where I understand it presently sits available for pickup at your convenience. Board members were provided the agenda materials around 8:30 p.m. The full agenda packet was posted online at approximately 8:40 p.m. As you mention, you did receive notice via the District's Constant Contact system of the agenda, as you have requested under NRS 241.020(4), and the meeting was posted and published as required by law.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN  
MINUTES OF THE IVGID BOARD'S REGULAR DECEMBER 13, 2023 MEETING –  
AGENDA ITEM C – PUBLIC RECORDS – HOW LONG DOES IT TAKE TO  
SECURE STRAIGHTFORWARDLY REQUESTED PUBLIC RECORDS?**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, arrogance, and a lack of financial transparency. Arising out of staff's attempt to hide the truth of its expenditure of public funds. And that's the purpose of this written statement.

**Staff's Violation of Nevada's Public Records Act ("NPR"): Nevada's Public Records Act** appears at NRS 239.001, et seq. NRS 239.0107(1) instructs that persons are entitled to "request...copy or receive...(from) the person who has legal custody or control of a public book or record of a governmental entity (a)...public book or record, a governmental entity." NAC 239.101 defines a "record of a local governmental entity (as)... information that is created or received pursuant to a law or ordinance, or in connection with the transaction of the official business of any office or department of a local governmental entity, including, without limitation, all documents, papers, letters, bound ledger volumes, maps, charts, blueprints, drawings, photographs, films, newspapers received pursuant to [NRS 247.070](#), recorded media, financial statements, statistical tabulations and other documentary materials or information, regardless of physical form or characteristic."

**My October 28, 2023 NPR Request:** On October 28, 2023 I made a public records request for the procurement/charge card records for Fleet employees Rich Allen, Travis Riley, and someone Rau. Notwithstanding the fact that NRS 239.0107(1) instructs that such records must be made available for inspection and copying within five (5) business days after request, I never received the same from our Public Records Officer ("PRO") at the time, Susan Herron. Thus a violation of the NPR.

**Staff's Reporting of its Alleged Compliance With NPR Requests:** Staff want the Board and the Public want to propagate the myth that they are totally transparent when it comes to reporting the District's finances. So on a monthly basis our GM provides reports identifying all NPR requests, and staff's compliance therewith. For the upcoming December 13, 2023 meeting, that report appears at pages 6-7 of the packet of materials prepared by staff in support of that meeting ["the 12/13/2023 Board packet" ([https://www.yourtahoeplace.com/uploads/pdf-ivgid/2023-12-13\\_Agenda\\_Packet\\_Final\\_Part1.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/2023-12-13_Agenda_Packet_Final_Part1.pdf))]. Do you see that on page 6 our interim GM has reported where I made my NPR request? Do you see where he reports nothing with respect to staff's compliance?

**My E-Mail of December 11, 2023:** As a result of the above, on December 9, 2023 I sent an e-mail to the Board complaining of staff's violation of the NPR. Rather than regurgitating the contents

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

of my e-mail, I simply refer the reader to a copy which is attached as Exhibit "A" to this written statement.

Only after bringing this matter to the Board's attention, did I hear from our current PRO when today, December 13, 2023, she provided the records requested<sup>2</sup>. Six (6) weeks late, but at least provided.

**Judy's May 26, 2023 NPRA Request:** On May 26, 2023 Judy made a public records request for the salary grades/classes applicable to the current 2023-24 budget. Rather than regurgitating the contents of Judy's e-mail request, I simply refer the reader to a copy which is attached as Exhibit "C" to this written statement.

**Judy's December 2, 2023 E-Mail to The Current PRO and Interim GM:** Putting aside the fact Ms. Herron didn't have to delay responding to Judy's NPRA request, when more than six (6) months had elapsed and still nothing, she followed up with the current PRO and interim GM. That follow up is evidenced in the string of e-mails included in Exhibit "C."

**My E-Mail of December 2, 2023:** As a result of the above, on December 2, 2023 I sent an e-mail to the Board complaining of staff's repeated violation of the NPRA. Rather than regurgitating the contents of my e-mail, I simply refer the reader to a copy which is part of the string of e-mails attached as Exhibit "C" to this written statement.

Only after bringing this matter to the Board's attention, did Judy hear from our current PRO when on December 4, 2023, she provided *some* the records requested<sup>3</sup>. Over six (6) months late, but at least provided.

But as aforesaid, Judy did not receive the list of approved positions for the current fiscal year including the class and grade as requested on December 2, 2023. In fact even as of today, Judy has not received those public records.

**Conclusion:** Non-compliance with the NPRA has been a constant battle between the District and requesters such as myself and Judy, for years. And here we have evidence of two (2) specific NPRA violations again. When is the Board going to take action against staff which can't comply with the NRS? Why should members of the public have to follow up on their requests just to obtain the documents originally requested? And no Trustee Tonking, it's not "water under the bridge."

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<sup>2</sup> The e-mail from Heidi White accompanying those records is attached as Exhibit "B" to this written statement.

<sup>3</sup> The e-mail from Heidi White accompanying those records is part of a string of e-mails attached as Exhibit "D" to this written statement.

And you wonder what your Recreation (“RFF”) and Beach (“BFF”) Facility Fees actually pay for? I’ve now provided more answers.

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

## **EXHIBIT "A"**

## Re: Where Are my Public Records?

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**From:** "Dave Noble" <noble\_trustee@ivgid.org>  
**To:** "s4s@ix.netcom.com" <s4s@ix.netcom.com>  
**Cc:** "Matthew Dent" <dent\_trustee@ivgid.org>, "Sara Schmitz" <trustee\_schmitz@ivgid.org>, "Michaela Tonking" <tonking\_trustee@ivgid.org>, "Ray Tulloch" <tulloch\_trustee@ivgid.org>, "Mike L. Bandelin" <MLB@ivgid.org>  
**Subject:** Re: Where Are my Public Records?  
**Date:** Dec 11, 2023 6:03 AM

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Mr. Katz,

The IVGID BOT has received your correspondence.  
Each Trustee will individually decide what, if anything, to do with the information provided.

David Noble  
Secretary, IVGID BOT

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From: s4s@ix.netcom.com <s4s@ix.netcom.com>  
Sent: Saturday, December 9, 2023 1:02:26 PM  
To: Matthew Dent  
Cc: Sara Schmitz; Michaela Tonking; Ray Tulloch; Dave Noble  
Subject: Where Are my Public Records?

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Chairperson Dent, and Other Honorable Members of the IVGID Board -

Page 7 of the Board packet to the upcoming Board meeting evidences a portion of the District's public records log. Your attention is directed to my October 28, 2023 public records request for pocurement card receipts for charges for the last three years for Fleet employees Allen, Riley and Rau. And the response? Nothing. Nada. Zip. Are we certain Ms. Herron received the request? Yes we are. Because I have an October 31, 2023 e-mail from Ms. Herron acknowledging receipt.

NRS 239.0107(1) declares that "not later than the end of the fifth business day after the date on which the person who has legal custody or control of a public book or record of a governmental entity receives a written or oral request from a person to inspect, copy or receive a copy of the public book or record, a governmental entity shall" in this instance substantively respond. Here it's been 42 days. And still no response whatsoever.

When are you Board members going to compel your staff to comply with the NRS? This is unacceptable.

Aaron Katz



## **EXHIBIT “B”**

## RE: Where Are my Public Records?

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**From:** Info IVGID <info@ivgid.org>  
**To:** s4s@ix.netcom.com <s4s@ix.netcom.com>  
**Subject:** RE: Where Are my Public Records?  
**Date:** Dec 13, 2023 11:22 AM  
**Attachments:** [Rich Allen Public rec records of charges 01.01.21-11.30.23.xls](#)

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Good Morning Mr. Katz,

Thank you again for your request.

Please see the attached records as provided by the IVGID Finance Team.

The information provided by staff also indicated that only fleet employee Allen has a procurement card. You can find all his charges starting 01.01.21-11.30.23 attached.

Respectfully,

Heidi H. White  
District Clerk

Incline Village General Improvement District  
 893 Southwood Blvd., Incline Village, NV 89451  
 Cell: 775-558-9500 [info@ivgid.org](mailto:info@ivgid.org)



Email: [hlw@ivgid.org](mailto:hlw@ivgid.org)  
 Office: (775)832-1268  
 Cell: (775)558-9500

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**From:** [s4s@ix.netcom.com](mailto:s4s@ix.netcom.com) <[s4s@ix.netcom.com](mailto:s4s@ix.netcom.com)>  
**Sent:** Saturday, December 9, 2023 1:02 PM  
**To:** Matthew Dent  
**Cc:** Sara Schmitz; Michaela Tonking; Ray Tulloch; Dave Noble  
**Subject:** Where Are my Public Records?

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Chairperson Dent, and Other Honorable Members of the IVGID Board -

Page 7 of the Board packet to the upcoming Board meeting evidences a portion of the District's public records log. Your attention is directed to my October 28, 2023 public records request for pocurement card receipts for charges for the last three years for Fleet employees Allen, Riley and Rau. And the response? Nothing. Nada. Zip. Are we certain Ms. Herron received the request? Yes we are. Because I have an October 31, 2023 e-mail from Ms. Herron acknowledging receipt.

NRS 239.0107(1) declares that "not later than the end of the fifth business day after the date on which the person who has legal custody or control of a public book or record of a governmental entity receives a written or oral request from a person to inspect, copy or receive a copy of the public book or record, a governmental entity shall" in this instance substantively respond. Here it's been 42 days. And still no response whatsoever.

## **EXHIBIT “C”**

## Re: Fwd: Past Public records request

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**From:** "Dave Noble" <noble\_trustee@ivgid.org>  
**To:** "s4s@ix.netcom.com" <s4s@ix.netcom.com>  
**Cc:** "Matthew Dent" <dent\_trustee@ivgid.org>, "Sara Schmitz" <trustee\_schmitz@ivgid.org>, "Michaela Tonking" <tonking\_trustee@ivgid.org>, "Ray Tulloch" <tulloch\_trustee@ivgid.org>, "Mike L. Bandelin" <MLB@ivgid.org>  
**Subject:** Re: Fwd: Past Public records request  
**Date:** Dec 11, 2023 6:02 AM

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Mr. Katz,

The IVGID BOT has received your correspondence.  
Each Trustee will individually decide what, if anything, to do with the information provided.

David Noble  
Secretary, IVGID BOT

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**From:** s4s@ix.netcom.com <s4s@ix.netcom.com>  
**Sent:** Saturday, December 2, 2023 10:56:16 AM  
**To:** Matthew Dent  
**Cc:** Sara Schmitz; Michaela Tonking; Ray Tulloch; Dave Noble; Mike L. Bandelin; Bobby Magee; Heidi White  
**Subject:** Fw: Fwd: Past Public records request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Chairperson Dent and Other Honorable Members of the IVGID Board -

I keep telling you that it's essentially everything our employees do. By and large they're liars, cheaters, deceivers, incompetents, etc. They care more about supporting themselves and their co-employee colleagues than the public they were hired to serve. They are not hired until they've passed a customized personality test which ensures they possess the type of mentality to encompass the IVGID culture. And yet you as a Board do nothing to end these wrongs. Which means that ultimately, each of you is the problem. And that's what we have here. As my friend DJ Kahled would say, "here's yet another one."

Below find Judy's follow up e-mail/attachment to our current Public Records Officer (Heidi) insofar as Judy's original records request made on May 26 of this year. If Susan Herron responded as Judy represents she responded (which she did according to the e-mail below), then Susan Herron is a liar. Something I and others have shared with the Board and Indra on so many numbers of occasions. And here's why.

The document Judy asked to examine is created every year by staff as part of the budget process. It along with a listing of key personnel positions and a proposed budgeted amount for personnel are typically included in a board packet at one or more of the meetings leading up to approval of a budget in latter May. Probably in February of each year. Because if it isn't, how does the Board know whether to approve the proposed budget submitted by staff? How do Board numbers know how many employees, their FTEs, their job title, their compensation category and their salary ranges to approve as part of the budget?

This means that when Judy made her public records request in June of this year, the 2023-24 budget had ALREADY been approved. In other words staff already knew how many employees they were budgeting to employ, at what positions, and at what compensation categories. I understand staff or probably Susan Herron in particular wanted to HIDE the document requested by Judy for a variety of reasons. And so she did! Which means that when Susan Herron told Judy she would provide the requested document on July 1, 2023 she was lying again. And now poor little Heidi is being asked to pick up the pieces left by Ms. Herron and she doesn't even know what she's looking for. Because she's not equipped for the job (discussed in more detail below). Good job Ms. Herron!

So what are the lessons to be learned? If you as Board members don't know what you're approving, then DON'T! Get all the answers you need or get rid of the problem employees and get competent and ethical ones who will do their jobs the correct way right from the start.

If your staff is lying or being deceitful, then call them out and if need be, TERMINATE THEIR EMPLOY. We can't and shouldn't have to put up with anything less.

Because if you don't do your jobs, at the end of the day, regardless of staff lies or deceit, the ultimate responsibility falls on each of you individually. Like it or not. As it has here.

And one little piece of advice for Heidi White (which explains why I am sending her a copy of this e-mail). When you ask the true custodian of records the subject of a public records request for the documents which have been requested and you get an answer, YOU CAN'T AND SHOULDN'T simply regurgitate their answer(s). Because how do you know if they're being truthful? Nor being fully forthcoming? You need to investigate for yourself. Because your colleagues don't speak the truth. And your response "to the best of your knowledge" is really meaningless and untruthful. Since you have no direct knowledge as to the truthfulness of your colleague's response, how can you represent that what you are regurgitating is really to the best of your knowledge? And if you can't do your job in a professional manner, STOP DOING IT! Because you're going to be held responsible for the consequences of a colleague's lies.

Moreover, why has Ms. White been placed in the position that she has with the District? What training did she receive

before she was appointed Public Records Officer? What does she know about NRS 239? Who is supervising her work to make sure she is performing it in a professional manner? What internal controls are in place? I submit it's really another example of the same old problem. By and large our staff lack competence. They have been thrust into jobs for which they lack experience and are not equipped to perform. Why? Because we just can't seem to find truly competent staff. Or maybe, since staff is doing their own hiring, they really don't want to hire competent colleagues. They'd rather their colleagues have the proper state of mind.

One final question Chair Dent. WHERE'S SUSAN HERRON?

Respectfully, Aaron Katz

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

From: Judith Miller <pupfarm1@gmail.com>  
Sent: Dec 2, 2023 9:27 AM  
To: <info@ivgid.org>  
Cc: <bma@ivgid.org>  
Subject: Fwd: Past Public records request

Please find attached a public records request I submitted in June and my email string with Ms. Herron below. I still have not received the requested records. Additionally, I would like to receive the salary grade and class for each budgeted position (see page 50 of the 5/26/2023 budget package).

Unlike prior years, there was no table of salary ranges for the approved positions in the budget hearing presentation on May 26, 2023 nor was the salary grade/class included in the list of budgeted positions.

Thank you for your assistance.

Judith Miller

----- Forwarded message -----

From: Susan A. Herron <sah@ivgid.org<mailto:sah@ivgid.org>>  
Date: Tue, Jun 6, 2023 at 4:54 PM  
Subject: RE: Public records request  
To: pupfarm1@gmail.com<mailto:pupfarm1@gmail.com> <pupfarm1@gmail.com<mailto:pupfarm1@gmail.com>>

Hello Ms. Miller,

Staff has advised that the public records request that you made cannot be fulfilled until the Union contracts are negotiated/accepted which is anticipated to occur sometime in July. I will put a tickler on my calendar to revisit your request mid-July.

Thank you,  
Susan

From: Info IVGID

Sent: Tuesday, May 30, 2023 8:35 AM

To: 'Susan A. Herron' <Susan\_Herron@ivgid.org<mailto: Susan\_Herron@ivgid.org>>

Subject: FW: Public records request

From: Judith Miller <pupfarm1@gmail.com<mailto:pupfarm1@gmail.com>>

Sent: Friday, May 26, 2023 3:04 PM

To: Info IVGID <info@ivgid.org<mailto:info@ivgid.org>>

Subject: Public records request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please find attached my public records request.

Judith Miller

## **EXHIBIT “D”**



## Fwd: Past Public records request

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**From:** Judith Miller <pupfarm1@gmail.com>  
**To:** Aaron Katz <s4s@ix.netcom.com>  
**Subject:** Fwd: Past Public records request  
**Date:** Dec 13, 2023 1:52 PM

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----- Forwarded message -----

**From:** Judith Miller <pupfarm1@gmail.com>  
**Date:** Sat, Dec 9, 2023 at 8:43 AM  
**Subject:** Re: Past Public records request  
**To:** Info IVGID <info@ivgid.org>

Thank you for providing a response to my request of May 26, 2023 with the table of Standard Salary Ranges. However, I did not receive the list of approved positions for the current fiscal year including the class and grade, as I requested on December 2, 2023. I would appreciate receiving this table in Excel or csv format.

And although I was able to convert the Salary Range table to excel using a 7 day trial subscription, unless I purchase Adobe or other software, I am not aware of any free tools to perform these conversions. It was my understanding that the Tyler system has a feature to allow reports to be downloaded in Excel and that staff would hopefully acquire that skill. The HR component of the Tyler products was the first one to go live. Hopefully by now staff has acquired the knowledge to use this feature. The Nevada public records act and court decisions require public agencies to provide records in the format requested whenever possible.

Thank you.

Judith Miller

On Mon, Dec 4, 2023 at 10:33 AM Info IVGID <info@ivgid.org> wrote:

Good Morning Ms. Miller,

Thank you for your recent request No. 23-115.

The attached report includes both the general and union grade matrix and was provided by the HR Director as it was pulled directly from the system. Most Adobe software will allow you to convert the document from .pdf to excel.

Respectfully,

Heidi H. White  
District Clerk

Incline Village General Improvement District  
893 Southwood Blvd., Incline Village, NV 89451  
Cell: 775-558-9500 [hhw@ivgid.org](mailto:hhw@ivgid.org)



Email: [hhw@ivgid.org](mailto:hhw@ivgid.org)

Office: (775)832-1268  
Cell: (775)558-9500

**From:** Judith Miller <pupfarm1@gmail.com>  
**Sent:** Saturday, December 2, 2023 9:27 AM  
**To:** Info IVGID <info@ivgid.org>  
**Cc:** Bobby Magee <bma@ivgid.org>  
**Subject:** Fwd: Past Public records request

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please find attached a public records request I submitted in June and my email string with Ms. Herron below. I still have not received the requested records. Additionally, I would like to receive the salary grade and class for each budgeted position (see page 50 of the 5/26/2023 budget package).

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Thank you for your assistance.

Judith Miller

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**From:** Judith Miller <pupfarm1@gmail.com>  
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**To:** Info IVGID <info@ivgid.org>  
**Subject:** Public records request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please find attached my public records request.

Judith Miller

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN  
MINUTES OF THE IVGID BOARD'S REGULAR DECEMBER 13, 2023 MEETING –  
AGENDA ITEM G(4) – SECOND STAFF EFFORT TO SECURE APPROVAL OF  
GRANITE CONSTRUCTION COMPANY'S ("GRANITE'S") PROPOSED  
GMP2 AGREEMENT FOR CONSTRUCTION OF FORMER PHASES  
2-3 OF PHASE II OF THE EFFLUENT PIPELINE PROJECT**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff waste, incompetence, misrepresentation of the truth, and a lack of financial transparency (have I left anything out?). Arising out of staff's second request<sup>2</sup> for the Board to approve entrance into a GMP2 contract with Granite for completion of Phase II of the Effluent Pipeline Replacement Project ("the revised project") at a now revised estimated cost of approximately \$63.7 million. This proposal is based upon new misrepresentations of fact and I oppose it. And that's the purpose of this written statement.

**My E-Mail of December 12, 2023:** At the Board's October 25, 2023 meeting staff attempted to get the Board to approve entrance into a GMP2 contract with Granite for the revised project. That effort was unsuccessful, and the Board chairperson announced that the Board would not be going forward until receipt of answers to a series of questions posed to the District's attorneys. But engineer Hudson Klein has misrepresented what took place on October 25, 2023. Instead he states that staff was directed to negotiate down Granite's proposed 12.7% Construction Manager at Risk ("CMAR") fee. Now that that fee has been negotiated down to 10%, although as the reader will discover that has really not occurred, Mr. Klein represents the District should move forward. I object, and my reasons for objecting were set forth in a December 12, 2023 e-mail to the Board. Rather than regurgitating the contents of my e-mail, I simply refer the reader to a copy which is attached as Exhibit "A" to this written statement.

**Conclusion:** Again I have to state that the so called professional construction management the public is receiving from Mr. Klein and Co. *isn't* being delivered. What have staff done since October 25, 2023 to put the most immediate portion of the revised project out for bid? What has the District done to create a professional negotiating group or committee to negotiate a resolution to our outstanding issues with Granite? And meanwhile the clock is ticking away which will cause no resolution to take place in time for the 2024 construction season.

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else>.

<sup>2</sup> The first took place at the Board's October 25, 2023 meeting (go to [https://www.yourtahoeplace.com/uploads/pdf-ivgid/Item\\_G.3.\\_-\\_GMP2.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/Item_G.3._-_GMP2.pdf)).

My December 12, 2023 asks that:

1. A citizens' committee be created to negotiate our outstanding issues with Granite;
2. Further payment to Granite under the GMP1 contract be suspended pending the resolution of our outstanding issues with Granite;
3. In the interim, we instruct staff to immediately put out a Request For Proposal ("RFP") insofar as the most pressing and immediate portions of the revised project are concerned with the idea of awarding a contract for the upcoming 2024 construction season; and,
4. That the Board should agendaize a matter on its next Board meeting calendar to consider possible termination of Kate Nelson and Hudson Klein (these employees must go). Please don't tell me that the Board has no authority to terminate any employee other than the GM. Listen to:
5. NRS 318.180 which states "the board shall have the power to hire and retain agents, employees, servants, engineers and attorneys, and any other persons necessary or desirable to effect the purposes of this chapter;"
6. NRS 318.210 which states "the board shall have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted in this chapter" (if the board has the power to hire employees, isn't the power to fire "necessary or incidental to or implied from" that specific power?); and,
7. NRS 318.015(1) which states "it is hereby declared as a matter of legislative determination that the...provisions of this chapter shall be broadly construed."

The Board clearly has the power!

In addition, I continue to ask that the Board consider dismantling of the District's internal services engineering division. A wasteful \$1.05M or more annual cost which is paid for, if not subsidized, by our Recreation ("RFF") and Beach ("BFF") Facility Fees, and the utility rates and charges local parcel owners must pay/guaranty<sup>3</sup>.

Don't you see that this waste and incompetence just goes on and on? Business as usual. Never a revelation of the truth. Never the full transparency staff represent. Never correcting past wrongs.

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<sup>3</sup> Trustee Schmits keeps arguing with me over this one. But the facts are that no funding is budget for internal services. Rather, our employees whose salaries and benefits are assigned to this fund must bill out their services to the District departments which are compelled to use them. To the extent those services are used by departments within the Community Services and Beach Funds, those funds are budgeted to overspend, and that overspending is subsidized by the RFF/BFF, engineering services are *de facto* financed by the RFF/BFF and the utility rates/charges which are assigned to the District's Utility Fund.

Never learning from our mistakes. It's all just "water under the bridge" as Trustee Tonking would tell us. And then you wonder why we lose nearly \$7M annually and that's the justification for our RFF and BFF? I'm sorry. I might have been born at night. Just not last night!

And you wonder what your RFF/BFF actually pay for? And why the utility rates we pay have skyrocketed in recent years? I've now provided more answers.

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

## **EXHIBIT "A"**

## December 13, 2023 IVGID Board Meeting - Agenda Item G(4) - Possible Entrance Into a Proposed CMAR Contract With Granite Construction For The Remainder of Phase II of The Effluent Pipeline Project

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**From:** <s4s@ix.netcom.com>  
**To:** "Dent Matthew" <dent\_trustee@ivgid.org>  
**Cc:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>  
**Subject:** December 13, 2023 IVGID Board Meeting - Agenda Item G(4) - Possible Entrance Into a Proposed CMAR Contract With Granite Construction For The Remainder of Phase II of The Effluent Pipeline Project  
**Date:** Dec 12, 2023 6:37 PM

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Chairperson Dent and Other Honorable Members of the IVGID Board -

Here our staff propose that the Board approve CMAR Construction Agreement with Granite Construction Co. ("Granite") for the balance of Phase II of the Effluent Pipeline Project. This proposal comes from our two incompetents in engineering, Kate Nelson and Hudson Klein. I wrote to each of you about these two individuals and the very same project last October 23, 2023 (see pages 236-239 of the Board packet for this meeting). I complained that although these two may be wonderful engineers, when it comes to negotiating major contracts and acting in a business capacity, they're ill equipped for the jobs they've been assigned. Didn't Ms. Nelson admit this to the Board at its October 25, 2023 meeting? Didn't she tell us she's not trained for activities such as this? Did Mr. Klein admit that he was not capable of negotiating anything further with Granite? So why aren't the two of these individuals off the job? Why isn't the District being represented by true professionals? This is the largest contract the District has ever entered into and who's steering the ship? Is that supposed to be acceptable?

Let me give you two more examples.

1. In his staff memo Mr. Klein states that at the Board's October 25, 2023 "meeting the Board directed staff to continue further negotiations with Granite with a specific focus on reduction in the project CMAR fee." NO IT DIDN'T Mr. Klein. Again you speak with forked tongue.

Go listen to the livestream Board members. Where did the Board instruct staff as Mr. Klein represents? NOWHERE Mr. Klein. Your representation above is a complete misstatement. And you know it! If one listens to the livestream, one will hear where Chairperson Dent summarized the state of the proposed GMP contract. The Board had to talk to legal counsel to get answers to the Board's outstanding questions, and then it had to bring the matter back to the Board for further action. Wednesday's Board meeting represents that bringing of the matter back. Further negotiating with Granite over outstanding legal questions, was not part of legal counsel's scope of work.

2. Remember. This is the guy who used chicken little "the sky is falling tactics" to place a guilt trip on the Board and coerce members into entering into a crappy GMP2 contract to the prejudice of the public, and the benefit of Granite. And he is the guy who misrepresented to the Board it was proper to pay Granite a CMAR fee on top of the purchase price paid directly by the District for the purchase of pipe material associated with GMP1 when Brad Underwood expressly represented to the Board and the public that by purchasing this material directly from Western Nevada Supply rather than going through Granite, the District would be saving approximately \$328K.

3. Under alternatives, Mr. Klein tells the Board "is to not award/approve the CMAR contract and Project construction will not proceed in 2024 with Project completion likely being delayed by one year until 2027." No that's not the only



alternative. And again, you know what I state is correct.

4. In my former e-mail to the Board on this subject, here's what I suggested (see page 237 of the Board packet):

- a) Do not approve staff's proposal;
- b) Direct staff to put this portion of the project out for public bid;
- c) Negotiate our outstanding issues with Granite, one of them being to recover the portion of the 14% CMAR fee staff authorized paying Granite without Board approval; and,
- d) Agendize for a future meeting the possible termination of Mr. Klein's and Ms. Nelson's employment with the District.

5. On October 29, 2023 I augmented my October 23, 2023 e-mail request to create a citizens' committee, In lieu of incompetent staff, to negotiate our outstanding issues with Granite (see pages 250-253 of the Board packet).

6. So now Mr. Klein is back again asking for the same thing he asked on October 25, 2023 meeting with two exceptions:

- a) A CMAR ("Construction Manager at Risk") fee reduction from 12.7% to 10% (roughly \$1M); and,
- b) Inclusion of a \$7.68M "owner controlled risk reserve" provision which allows Granite to recover up to this additional amount in addition to its alleged Guaranteed Maximum Price ("GMP"), and an additional 20% of any portion of that \$7.68M which is saved (potentially \$1.53M) as a result of non-payment (see section 7.1.4 of the proposed contract). In other words, nothing more than a disingenuous substitute for the CMAR fee reduction identified above.

That's it!

7. The proposed contract before the Board is no CMAR contract at all. The term "CMAR" is a complete misnomer. Why? Because here Granite is not at risk. And the contract amount is not a GMP. In other word's, it's an ordinary run of the mill construction contract. Which now raises the questions:

- a) Why were we able to enter into a contract with Granite without going out to public bid; and,
- b) Why does staff propose that we make this mistake a second time by entering into a GMP2 contract without going out to public bid?

8. Don't you members remember that the justification used by staff to avoid going out to public bid (because they were too busy) was because it was exempt from the requirement because the contractor had been selected after having been selected as a result of a Request For Qualifications ("RFQ")? But if the contract was never a CMAR one, then the fact Granite was selected pursuant to a RFQ process did not justify avoiding the public bid process.

9. There's no reason to make this mistake a second time. Direct staff to publish a RFP insofar as the portions of the proposed GMP2 contract which require immediate execution.

10. And there's nothing under GMP1 which entitles Granite entitled to 14% CMAR fee. Or any fee for that matter. So why are we resolving that issue in Granite's favor by approving the proposed contract proposed by staff?

11. There is nothing under the proposed contract which credits the District for the CMAR fee paid by the District to Granite under the GMP1 for pipe material Brad Underwood expressly represented to the Board would not be assessed.

As a result this omission is unnecessarily compensating Granite an additional \$300K+ at the public's expense.

12. The proposed CMP2 includes what used to be identified as phases 2-4 of phase 2 of the effluent pipeline project which continues to be represented to take another 2-3 years to accomplish. So why are we bundling all of these phases into one additional contract which now guarantees Granite CMAR fees for the entire remaining portion of phase 2 of the effluent pipeline project? Why aren't we simply contracting for just that portion of the project (about 10,000 lineal feet of pipe connected by ball and spigot rather than weld formerly identified as section 3) which requires immediate pipeline replacement? Why can't we simply contract for this 10,000 lineal feet now, and then contract for the remaining two phases, if/when actually necessary?

13. And since we can't even begin to address the remaining phases of the proposed GMP2 for a minimum of 2 years, why can't we take our time:

a) Going out to public bid now rather than sitting around and picking our noses; and,

b) More pointedly evaluating whether the remaining two phases are actually necessary?

14. Why are we agreeing to a 10% CMAR fee now when the going industry rate appears to be in the range of 4%-6%? Whoopie do to Ray if he was able to negotiate a 2.7% CMAR fee reduction. But it's still too high, and Ray has given away the store by allowing Granite to recover 20% of the alleged cost savings to be realized from alleged "owner controlled risk reserves."

15. When have you ever heard that a contractor is paid a percentage of contingent "risk reserves" which are never utilized because the reserves are for contingencies which never arise? Are you for real Mr. Klein? There was no such provision in the GMP1. So why in the GMP2? Don't you see this provisions is nothing more than a disingenuous substitute for the 2.7% CMAR fee reduction Ray has been able to negotiate with Granite?

16. And if the above weren't bad enough, why are we relying upon in-house engineering staff to perform construction management for any project, let alone this one? When they're obviously incompetent and even if they weren't, why would we ever intentionally take our CMAR off the hook? If we were to hire a truly competent construction management firm, the cost would be less than by using our in-house staff; the quality of work would be superior; and if there were a problem because of faulty construction, we would have some remedy other than "it's water under the bridge?"

17. Moreover, do you realize how much our in-house engineering staff have charged the District to date for the less than professional services they have heretofore provided with respect to this project? Do you realize how much more they will charge us if allowed to continue as they have been allowed to continue to date? And you think this is reasonable? Or prudent? At \$150+/hour for Ms. Nelson and Mr. Klein to prepare staff memos (let alone memos which misstate the truth) in support of this project, and make presentations to the Board such as the one they will be presenting on Wednesday, there's simply no truth in the staff assertion that the reason we have an engineering department in-house is because the cost would be so much more to us if we were to outsource these services. So when you consider terminating Ms. Nelson's and Mr. Klein's employ, consider dissolution of the engineering department. It's nothing more than an expensive (\$1.015M (see page 658 of the Board's May 26, 2023 meeting)) waste.

18. So who exactly is negotiating with Granite over these many matters (not just the CMAR fee under a proposed GMP2)? No disrespect to Ray. But it appears no one other than Ray. Why haven't we hired truly professional persons for this task? Didn't Trustee Schmitz raise this very question at the Board's October 25, 2023 meeting? Or the citizens committee I requested on October 29, 2023? Proceeding along the path you Board members are traveling is guaranteed to unnecessarily cost the public millions of dollars. Is that what each of you was elected to accomplish?

19. IMO Cliff had it right when he recommended to the Board on October 25, 2023 that it stop in its tracks, put phase 2 of the effluent pipeline project out to bid, hire true professionals to negotiate our many issues with Granite, determine whether we really have to replace the pipe where it has been welded together right now rather than in later phases, and report back to the Board. Once we enter into our financing agreement with the State, we will have 3 years to commence completion of the remainder of this project. Phase 2 can go forward in spring of 2024 after we've gone out to public bid and selected a contractor. And not necessarily a CMAR contractor. So what's the rush?

As I urged the Board on October 25, 2023, I again urge that the form of agreement presented be rejected. Instead take the actions I request above.

Respectfully, Aaron Katz

# PLACE HOLDER

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR DECEMBER 13, 2023 MEETING – AGENDA ITEM C – PUBLIC COMMENT – OUR NEW BOARD CLERK'S FAILURE TO PROVIDE NOTICE OF THE AVAILABILITY TO PICK UP THE BOARD PACKET OF SUPPORTING MATERIALS FOR THIS, HER LYING AS TO THE REASONS, AND THEN DEFENDING STAFF'S LIES RATHER THAN TAKING ACTION TO CORRECT VIOLATION OF NRS 241.020(7)-(8)**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, misrepresentation and arrogance. And an attorney who sees fit to be a wing man for the Board and District staff, even when as here there is evidence staff doesn't speak the truth. In other words, the more things change the more they remain the same. Or stated differently, to those readers who think we can fix the corruption of staff by replacing unethical and untruthful employees, here's evidence that we can't. The corruption and unethicalness of District staff is not capable of redemption. It is simply repeated over and over again by new employee after new employee who is indoctrinated into the ways of IVGID. And that's the purpose of this written statement.

**Staff's Notice to Board Members That Their Packets of Supporting Materials For This Evening's Board Meeting Were Available For Their Pick Up:** At 8:53:30 P.M. on Friday, December 8, 2023, our GM provided notice to Board members that their Board packets of supporting material for the Board's December 13, 2023 meeting were available for their pick up at the District's administration building<sup>2</sup>. This notice was actually received by at least one Board member (Trustee Noble) because he acknowledged receipt of the same via his e-mail of even date<sup>3</sup>. Note that my e-mail address was not included in the e-mail to Board members.

**My December 9, 2023 E-Mail to Board Clerk Heidi White Inquiring as to Why I Had Not Been Notified That My Board Packet For The Board's December 13, 2023 Meeting Was Available For My Pick Up:** When I had received no notice that my Board packet of materials for the Board's December 13, 2023 meeting was available for pick up, and I had reason to believe that such notice had been given to Board members, I sent an e-mail to Ms. White Saturday morning, December 9, 2023, at 8:54 A.M. In that e-mail I asked if Board packets had been made available to Board members, yet not me,

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

<sup>2</sup> Our GM's e-mail to this effect, which is part of a string of e-mails, is attached as Exhibit "A" to this written statement.

<sup>3</sup> The first page of Exhibit "A" references Trustee Noble's receipt.