

NOTICE OF MEETING

The special meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on January 25, 2024 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 to 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 - *Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item. Not to include comments on General Business items with scheduled public comment. 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.
- F. CONSENT CALENDAR (for possible action)
1. **SUBJECT:** Approval of Meeting Minutes for October 25, 2023. – *pages 3 - 48*
- G. GENERAL BUSINESS (for possible action)
1. **SUBJECT:** Review and discuss the results of the FlashVote Priorities Survey. (Requesting Trustee: Trustee Sara Schmitz) – *pages 49 - 68*
- Recommendation for Action:* The Board discuss and determine if direction is needed as it relates to the survey results. The survey results may guide the Board in directing staff on the prioritization and budgeting of projects for the 2024-25 fiscal year.
2. **SUBJECT:** Review, discuss and possibly approve a Draft Template for the District General Manager’s anticipated employment contract. (Requesting Staff Member: Director of Human Resources Erin Feore) – *pages 69 - 79*
- Recommendation for Action:*
That the Board of Trustees make a motion to:
1. Review, discuss and possibly approve a Draft Template for the District General Manager’s anticipated employment contract

Incline Village General Improvement District

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

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

www.yourtahoeplace.com

NOTICE OF MEETING

Agenda for the Board Meeting of January 25, 2024 - Page 2

3. **SUBJECT:** Review, discuss and possibly approve the contract with Best, Best, and Krieger LLP., for legal services for the period of January 1, 2024, through December 31, 2024.(Requesting Trustee: Michaela Tonking) – *pages 80 - 103*

Recommendation for Action: The board make a motion to approve the contract with Best Best and Krieger LLP from January 1, 2024, through December 31, 2024, with Sergio Rudin serving as the District’s General Counsel.

- H. BOARD OF TRUSTEES UPDATE
- I. FINAL PUBLIC COMMENTS - Limited to a maximum of three (3) minutes in duration.
- J. ADJOURNMENT (for possible action)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 a.m. on Monday, January 22, 2024 a copy of this agenda (IVGID Board of Trustees Session of January 25, 2024) 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 213:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID’s website (www.yourtahoepalace.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)

Persons may request copies of all agenda Materials by contacting the District Clerk or by visiting the Administrative Offices at the address listed above.

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

IVGID Board of Trustees: Sara Schmitz - Chair, Matthew Dent - Vice Chair, Michaela Tonking - Secretary, Raymond Tulloch - Treasurer, 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.yourtahoepalace.com; go to "Board Meetings and Agendas".**

1 INCLINE VILLAGE
 2 GENERAL IMPROVEMENT DISTRICT
 3 BOARD OF TRUSTEES
 4
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 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, October 25, 2023
 17
 18
 19
 20
 21
 22
 23
 24 Reported by: Brandi Ann Vianney Smith
 25 Job Number: IVGID 10

1 APPEARANCES
 2
 3 **BOARD MEMBERS PRESENT**
 4 MATTHEW DENT, CHAIR
 5 SARA SCHMITZ, VICE CHAIR
 6 DAVE NOBLE, SECRETARY
 7 RAY TULLOCH, TREASURER
 8 MICHAELA TONKING, MEMBER
 9
 10
 11 **ALSO PRESENT**
 12 ANNE BRANHAM, LEGAL COUNSEL (via Zoom)
 13 HEIDI WHITE, DISTRICT CLERK
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1 Incline Village, Nevada - 10/25/2023 - 6:00 P.M. 4
 2 -o0o-
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 4
 5 CHAIR DENT: I'd like to call the regular
 6 meeting of Incline Village General Improvement
 7 District to order. The meeting's being held at 6:00
 8 P.M. We're at 893 Southwood Boulevard. Today is
 9 October 25th, 2023, and we're also live via Zoom.
 10 Or just live stream? Via Zoom and live stream.
 11 Item A.
 12 A. PLEDGE OF ALLEGIANCE
 13 (Pledge of Allegiance.)
 14 CHAIR DENT: All right moving on to
 15 Item B.
 16 B. ROLL CALL OF TRUSTEES
 17 CHAIR DENT: Trustee Schmitz?
 18 TRUSTEE SCHMITZ: Here.
 19 CHAIR DENT: Trustee Tonking?
 20 TRUSTEE TONKING: Here.
 21 CHAIR DENT: Trustee Noble?
 22 TRUSTEE NOBLE: Here.
 23 CHAIR DENT: Trustee Tulloch let me know
 24 that he will be joining about an hour late. And
 25 then I'm Trustee Dent, so we do have a quorum, four

5

1 out of the five trustees are present. Moving on to
 2 item C.

3 C. INITIAL PUBLIC COMMENTS

4 MR. CALFA: My name Frank Calfa, and I
 5 have been a Bitterbrush resident for over 12 years.
 6 At the May 25th IVGID Board meeting,
 7 Mr. Bandelin stated he really wasn't concerned about
 8 the impact of NV Energy with the neighbors. Well,
 9 I'm one of those neighbors, and I'm very concerned
 10 about the use of the Diamond Park parking lot as an
 11 airport. Specifically the impact of having
 12 helicopters and storage of helicopter fuel.

13 I'm here to respectfully ask this board to
 14 send the required notification to NV Energy to
 15 permanently terminate this agreement. I emailed the
 16 full Board earlier this month on October 9th. I
 17 received responses from Trustee Schmitz and Trustee
 18 Noble. For those who did not respond to the public
 19 at-large, I would like read into the public record
 20 the highlights of that email:

21 Several years ago when IVGID was doing the
 22 Diamond Peak master plan, I attended many of the
 23 IVGID planning meetings and voiced concerns over the
 24 proposed summer plans for Diamond Peak. At that
 25 time, both the IVGID Board and the Diamond Peak

6

1 management assured the surrounding properties that
 2 they wanted to be good neighbors and they would
 3 study the noise issues.

4 Now truly out of the clear blue sky with
 5 no studies, instead of having an amusement park, we
 6 now have an airport. In addition to the noise being
 7 unbearable, these helicopters present a true hazard.
 8 Besides the possible direct loss of life in the
 9 event of an accident, it is possible that a fire
 10 ignited by a crash or by the stored fuel could go
 11 out of control and burn down the adjacent
 12 developments.

13 Did we already forget about the Caldor
 14 fire? Was a risk assessment plan done prior to
 15 approval? Do we have an evacuation plan in place in
 16 case of an accident and Ski Way is blocked? Was the
 17 Tahoe Fire Department contacted about this
 18 undertaking?

19 I reviewed the May 25th board meeting
 20 where this agreement was approved. Both Trustees
 21 Schmitz and Tulloch raised concerns about the impact
 22 to Bitterbrush and the surrounding communities.
 23 Trustee Tulloch stated that we were imposing noise
 24 levels on residents and providing no compensation
 25 for residents having their peace during the summer

7

1 disturbed.

2 NV Energy didn't do what they were
 3 supposed to do in the contract. Mr. Underwood
 4 states that had -- during the hearing, he had
 5 already notified the residents about the proposed
 6 project. Simply not true. So without any input
 7 from the community, and without doing any due
 8 diligence with regard to safety and an admittance
 9 during the meeting that there would be an impact on
 10 the community from least the Board, the Board still
 11 went ahead and voted for this terrible agreement.

12 Now, there are better locations such as
 13 the Mt. Rose parking lot or maybe the Truckee
 14 Airport, which is prepared to handle air traffic and
 15 their potential risks.

16 To be clear, I'm not here asking the Board
 17 to amend the agreement. I'm, again, respectfully
 18 asking this board to get this issue on the next
 19 board agenda, to accept the fact that a mistake was
 20 made, to be a good neighbor, and immediately
 21 exercise their right under Article 3.3.2 of the
 22 agreement with NV Energy, and to permanently
 23 terminate the agreement with the required 90 days --
 24 (Expiration of three minutes.)

25 MR. CABLE: My name is Jim Cable, I live

8

1 in Bitterbrush II, and volunteer on the HOA board,
 2 so I appreciate all the time you spend doing this
 3 work.

4 I recently retired as an airline captain
 5 with over 45 years of flying experience, and
 6 continue to run a full-time business.

7 This board approved the contract to allow
 8 Diamond Peak to serve as a heliport for NV Energy
 9 from May through mid-October for five years. These
 10 helicopters take off and land right next to a huge
 11 refueling trunk. They haul heavy cargo on long,
 12 dangling cable, all from a tiny piece of land that
 13 they have to weave through trees and mountains to
 14 reach. They fly only hundreds of feet over the back
 15 of hundreds of residents' homes. It's extremely
 16 unsafe, it's a noise-deafening situation.

17 All of you on the Board have seen videos
 18 clearly demonstrating this. Local residents have
 19 seen this cargo hit trees and watch the helicopters
 20 stagger to recover. These helicopters operated from
 21 8:00 A.M. to as late as 5:30 P.M., Monday through
 22 Friday.

23 Mike Bandelin, manager of Diamond Peak has
 24 written an apology for providing -- that lacked
 25 depth on the operation to the Board. I admire his

9

1 honesty and integrity, but he should not be the fall
 2 guy here. The May 24th live stream of the meeting
 3 shows that he clearly stated that he did not
 4 consider the affect it might have on the local
 5 residents whatsoever. You then proceeded to vote in
 6 favor of this contract. This board's complete lack
 7 of consideration for residents is shocking.

8 As Mr. Calfa said, there are many safer
 9 places. I will elaborate on that little bit, since
 10 he already mentioned it. Mt. Rose is an awesome
 11 place, there's easy access, no residents. Truckee
 12 Airport is only five to six minutes by helicopter
 13 from where it was operating this summer. No noise,
 14 environmental, rapidly shifting winds, or fire
 15 studies were done prior to signing this contract.
 16 If a helicopter goes down up there, are each of you
 17 prepared to take responsibility for the loss of life
 18 and property that could occur?

19 The only helicopter that should ever fly
 20 up that valley is an emergency airlift to airlift
 21 injured people to the hospital emergency. The key
 22 word in this sentence is "emergency."

23 The contract is canceled by either party.
 24 We do not want to spend anymore time on pins and
 25 needles waiting for you to simply do what's right.

10

1 Anything short of canceling this contract
 2 immediately is unacceptable.

3 I doubt any of you would want these
 4 helicopters landing in your own backyards all
 5 summer. Please undo the mistake you created and
 6 cancel this contract now.

7 I appreciate your time.

8 MS. SHACKFORD: Hi. Kay Shackford, Donna
 9 Drive.

10 My comment is for Sara Schmitz. Over
 11 2,200 of your neighbors signed the petition to
 12 recall you. Many more would have, but they hadn't
 13 voted in the 2020 election. It's not over yet.
 14 We've concluded you're endangering IVGID, our
 15 community, our way of life.

16 Though your individual decisions and
 17 actions have been destructive and despicable, it's
 18 your underlying mindset that truly sickens us. For
 19 example, the arrogance behind your no vote on the
 20 Rec Center. You were overheard telling a confidant
 21 you would vote no on the design because the
 22 Duffields would never risk their reputation in the
 23 community by withdrawing their offer. Or your
 24 elitist drive to turn Incline into a gated
 25 community.

11

1 I was at the Conversation Cafe when you
 2 proudly told us of your plans to build a wall to
 3 close off our beaches, even in winter, so only
 4 people with keys could get in. You said the initial
 5 stage would only cost \$200,000.

6 Or the hutzpah of walking your
 7 goose-chasing dog on the beach this summer at mid
 8 day, even though rules require only early morning.
 9 I'm told you walked your goose-chasing dog on a
 10 leash because he's blind and quite incapable of
 11 chasing geese.

12 Or the meanness of denying our kids access
 13 to the beach for one day of water safety training
 14 with the fire department, a tradition that existed
 15 for almost thirty years before you said no because
 16 some kids don't have passes. All our kids need to
 17 learn water safety. You may be estranged from
 18 yours, but don't let it affect how you deal with
 19 ours. You provide free access to dogs at the beach
 20 for one day a year, but not our kids? I doubt if
 21 the dogs have passes.

22 Or the disdain you showed for our
 23 employees by withdrawing silver and gold cards from
 24 folks who worked for IVGID for ten years, 20 years
 25 to qualify for them. Your removal of a

12

1 long-standing perk shut off of their access to all
 2 our venues. So a 30-plus year IVGID employee, one
 3 of our very best, now can't even go to the beach.

4 And I hear that you demanded that our
 5 non-resident employees who work at the beach not
 6 only can't go to the beach, but now must get off the
 7 beach during their lunch hours.

8 Sara, the sense of entitlement and lack of
 9 empathy that underlie these acts are disgusting and
 10 somehow pathetic. Getting you off the Board sooner
 11 or later will let us reclaim and rebuild a sensible
 12 community, an inclusive community, a caring
 13 community.

14 And now we've noticed that your body gives
 15 you away when you tell lies. It is absolutely
 16 fascinated watching you lie. There's some tiny
 17 spark of decency in your body, but you keep
 18 overriding it to destroy all that is good and decent
 19 in IVGID. How truly pathetic.

20 Thank you.

21 MR. TRINKS: My name is Conrad Trinks, and
 22 I live at 400 Fairview Boulevard, number 219, which
 23 is Bitterbrush II.

24 I'm here to talk about the approval of the
 25 Board for the helicopters for NV Energy for flying

13

1 on Diamond Peak. It's right in our own backyard,
 2 and it's a nuisance, as was previously stated, from
 3 May through October. The helicopter's landing
 4 making a noise nuisance, the fear of having a
 5 helicopter crash, and having the helicopter fuel
 6 spark a fire, which would be, of course, detrimental
 7 to the entire community.

8 The fire department already uses Diamond
 9 Peak for doing test runs and for practices in the
 10 summer months, so we already have kind of a little
 11 bit of noise issue there. Not a big deal because we
 12 support the fire department. But having the fire
 13 department and also the helicopters landing down
 14 there is a big nuisance.

15 I'm afraid for the future values for the
 16 property, for our health, and I just wanted to
 17 express my concerns for that. And urge the Board to
 18 retract the contract with a 90-day notice.

19 Thank you.

20 MS. CARDINALE: Good evening. Lynette
 21 Cardinale, Saw Mill Road.

22 First, I wanted to congratulate the
 23 success of Trustees Dent and Schmitz in overcoming
 24 the recall.

25 This has been a very trying time for this

14

1 community with much hostility, indignation, and
 2 paralyzing vitreal. It is time to come together and
 3 reason together to enhance and to procure a viable
 4 future and solution to the many surmounting issues
 5 that this village is facing for its future.

6 It is written a house divided will fall.

7 We cannot no longer afford to have certain factions
 8 dictate with scorn and ridicule their demands and
 9 expect the rest to submit by bypassing and ignoring
 10 the standards of protocol and the master plan,
 11 effectual management that secures the financial
 12 stability and accountability of the District
 13 property owners, residents, and the integrity of the
 14 Lake.

15 While Washoe County is rezoning our entire
 16 village under our noses and dismantling our school
 17 structure in quality, public school education for
 18 Incline Middle School, we've created a devastating
 19 diversion by pushing a recall that could have been
 20 dealt with, issues, in a general election.

21 Yes, we have issues, but unless we can get
 22 together as a community, we will destroy ourselves
 23 from within. Incline, you know better, and we can
 24 do better.

25 Thank you.

15

1 MR. DOBLER: Cliff Dobler, 995 Fairway.
 2 It is amazing that a simple task cannot be
 3 accomplished by IVGID staff. Trustee Tulloch has
 4 asked about three or four times to have the budget
 5 report fonts expanded so we can actually read them.
 6 With my magnifying glass, I noticed in the CIP
 7 report that the Rec Center locker rooms ran over
 8 budget by \$207,000. No comments on why or how and
 9 no explanation why the Board approval was not
 10 obtained. The budget was originally \$800,000. In
 11 2022 and 2023, \$61,000 was spent on design and staff
 12 float, leaving \$739,000.

13 In April 2022, a single bid was received
 14 from Wricon (phonetic) for \$871,000, and with a
 15 ten percent contingency and other staff fat, the
 16 Board approved an increase in the budget to
 17 \$975,000. So far so good. Guess what? The actual
 18 cost was 1.2 million, representing a \$207,000 cost
 19 overrun. With the overrun and contingency in the
 20 budget, Wricon exceeded the contract by a whopping
 21 34 percent. No mention why. And what about a
 22 closeout report?

23 Now, the effluent pipeline is always fun.
 24 Seventy pages to buy six lawn mowers and only eight
 25 pages on a revised estimate and bids to complete the

16

1 pipeline. There is no detailed comparison with
 2 previous estimates, no results of the subcontractor
 3 bids, no cash flows, no line item break down of the
 4 revised budget, and believe it or not, no indication
 5 of what is Granite's portion.

6 Then we get the false statements on the
 7 available funds. So untrue. 36.8 million require a
 8 new loan be processed and approved, 1.6 million in
 9 EPA grants have been approved, but not yet
 10 appropriated, 15.4 million in cash intended to be
 11 restricted but never was. Is it there? The biggest
 12 lie is the previously agreed 14 percent CMAR fee
 13 with Granite. There is no agreed fee. If so,
 14 produce the contract.

15 The law is simple. Nothing signed,
 16 nothing said. And the long statue of frauds theory
 17 that if agreements is not in the four corners of a
 18 written document, then the agreement does not exist.
 19 Everyone appears to be dancing around this
 20 (inaudible), but no one can find a piece of paper
 21 that would confirm the 14 percent fee. If you want
 22 to pay the exorbitant 14 percent fee, amend the
 23 existing Granite contract, don't leave it blank.

24 The idea that the nonexistent fee was
 25 reduced because IVGID bought some pipe is baloney

17

1 for a \$50 million deal. As I have said many times,
2 IVGID needs a qualified contract administrator.
3 Lastly, it was my understanding that four
4 CMAR contracts would be awarded over years. Why are
5 we planning to do -- to award one contract? Only
6 segment 3, consisting of weak (inaudible) spigot
7 joints needs immediate replacement. The weld and
8 steel pipe --
9 (Expiration of three minutes.)
10 MR. FINCK: I'd like to reiterate the
11 comments of the three previous gentleman. I'm a
12 resident of Bitterbrush for a little over 20 years.
13 Got 50 years in the aviation industry, 35 years
14 doing flight safety and accident investigation.
15 This is actually pretty simple. You don't
16 need to be an expert in helicopter operations or
17 risk management to make the right decision as
18 regards to the contract with Nevada Energy. It's
19 clear and it's already been stated, this contract,
20 this parking permit that is actually a heliport is
21 for the convenience of Nevada Energy, and not by
22 necessity. And it's at the inconvenience of the
23 residents and the annoyance of the residents of, not
24 only Bitterbrush, but all the communities that
25 string both sides of Ski Way.

19

1 neighbors and community.
2 Please reconsider, do the right thing, and
3 cancel the contract. No other course of action is
4 acceptable. I have confidence that you will do the
5 right thing, and everyone here in this room tonight
6 will recognize your good deed.
7 Thank you.
8 MS. SCOHERA: Thank you. I'm Mary
9 Scohera, and my husband and I live in Bitterbrush
10 II, unit 134.
11 While we support the efforts to keep our
12 community safe, we do oppose this contract with NV
13 Energy, and for all the reasons that my good
14 neighbors have actually stated. But we're primarily
15 concerned -- it seems very dangerous to us. We saw
16 the helicopters hovering, and it just doesn't look
17 like a large enough space to safely carry out what
18 they need to do.
19 Then the other thing is really the noise
20 is just really hard to deal with over the course of
21 the time and the scope that we're talking about with
22 this project. We both work from home remotely, we
23 live here year round, and support or neighbors in
24 the effort to cancel this contract.
25 Thank you for your time.

18

1 Bottom line, I think it's really simple.
2 Would the residents of Lakeshore Boulevard like
3 helicopters going back and forth every day in front
4 of their decks or front windows? How about the
5 owners along Lakeshore Drive or the perimeter of
6 Lake Tahoe? They wouldn't tolerate it, and I think
7 you know that. Ask yourself basic the question:
8 Would you want this activity in your backyard? Or,
9 make it worse, your front yard?
10 Thank you for your time, and I would
11 appreciate you reconsidering that contract that was
12 signed so hastily a month or two back.
13 Thank you.
14 MR. MAHR: Thank you all for your time.
15 I'm James Mahr, a real estate investor,
16 entrepreneur, and owner of three condos in
17 Bitterbrush I and II.
18 I'm here like so many others to express
19 deep concern over the NV Energy helicopter contract
20 issue. My fellow community members have expressed
21 in great detail tonight the many concerns,
22 disruptions, and hazards this deal brings to our
23 community. I'd like to give every one on the Board
24 the benefit of the doubt that this decision was made
25 by mistake, and not due to pure neglect of your

20

1 MS. HORTON: Hello. My name is Tracy
2 Horton, I am also a resident of Bitterbrush II.
3 I'm not going to go over all of the
4 details that everybody else has gone through. You
5 already heard that. I will tell you that I've been
6 a resident of Incline -- a property owner at Incline
7 for over 50 years, and been a full-time resident for
8 over six years.
9 I do work from home, and the noise from
10 this NV Energy contract is unbearable. I have
11 people, clients that I deal with who ask, Is there a
12 war going on? What's going on?
13 I mean, it's horrible. My dog is afraid
14 to go outside. It's just -- no consideration for
15 what people are going to have to deal with when you
16 signed that contract.
17 So I urge you to follow all of my good
18 neighbors' suggestions and go ahead and cancel that
19 contract so we can all live a peaceful life that we
20 wanted to have when we moved to Incline.
21 Thank you.
22 MR. LAMBERT: My name is Bill Lambert, and
23 I'm also in Bitterbrush II.
24 Like many of my neighbors, we're very
25 unhappy with what's going on. I'm a scientist, I

21

1 like bringing data to the table.

2 On October 9th, you all received an email

3 from me at 11:58 A.M., a helicopter had just arrived

4 two minutes earlier at Diamond Peak. You want to

5 know what the wind gust was that day? Reno Airport,

6 32 miles an hour, and I found on Accuweather, they

7 said it was 28 miles per hour in Incline, not sure

8 which part of Incline. That canyon is very windy.

9 It's coming down between trees and ski cables, and

10 it has very little room for error. Yet they flew

11 with those kind of -- 30-mile-an-hour gusts. This

12 is absurd. This is a safety issue.

13 I'd like to repeat the question that was

14 asked before: Are you going to take responsibility

15 when an accident happens?

16 You're supposed to be looking out for the

17 interests of Incline Village, not Nevada Energy.

18 The other thing I noticed, I was walking

19 my dog, after fueling one morning, the helicopter

20 flew out over the Lake, I thought it was going to go

21 across the Lake, went around Crystal Bay, at slight

22 over Kings Beach. Guess what? It's pretty darn

23 close to Truckee Airport. Why aren't they using

24 Truckee Airport? There's better options here.

25 Let's go with it. Cancel that contract.

22

1 Thank you.

2 MS. BECKER: Hello. I'm Diane Becker, a

3 full-time resident of Incline Village.

4 The comments that continue to be made by

5 the recallers today and over the last week are

6 divisive and damaging to the community. The

7 recallers failed to follow the very clear laws on

8 recall elections set forth in the Nevada Revised

9 Statute, and the recall failed.

10 I respectfully ask the recallers, for the

11 good of Incline Village community, to stop their

12 attacks and diatribe and threats. For those

13 recallers who sincerely believe in the cause, lose

14 with honor. For those recallers who continue to act

15 out of ill will and spite, who continue to spread

16 false and misleading statements, and who did not

17 follow the requirements of the NRS on recall

18 petition signing and filing, accept that your

19 efforts have failed.

20 Only simple, basic rules had to be

21 followed by you, and that failure is solely on you

22 recallers, not on Trustees Dent and Schmitz.

23 For those recallers who continue to call

24 for Trustee Schmitz and Dent to resign, I urge that

25 you stop your attacks and efforts now. Trustee Dent

23

1 and Schmitz are our duly-elected representatives,

2 and you recallers are not.

3 While Trustee Dent and Schmitz spent the

4 entire summer and fall under brutal personal attacks

5 by you, they continued to fully and faithfully serve

6 the public. They prepared for every single IVGID

7 board meeting, and clearly had read every page of

8 the voluminous board packets.

9 Trustee Schmitz continued to read and get

10 corrected every single IVGID contract so that it

11 could be presented to the Board for approval, and

12 not just sent back for errors. And Trustee Dent

13 continued to handle all of the meetings with IVGID

14 staff and other weekly duties he has as chairman.

15 They did not shrink a single hard decision or ignore

16 the smallest details.

17 Please let them concentrate only on

18 serving us, the public, without being diverted for

19 the short period of time that they have left to

20 serve until their terms expire. Please let them

21 help us figure out what is happening with our

22 accounting and finance department and help get

23 errors corrected. Please let them help continue to

24 protect our beaches.

25 And to the recall, I have few a comments:

24

1 The recall was about, in the beginning, the

2 departure of the former general manager, Indra

3 Winquest, who had requested a severance from the

4 District in advance of his upcoming public review.

5 We've now seen there was significant mismanagement

6 in a number of areas, and he was not forced out. He

7 intelligently chose to and asked for a severance and

8 got a one-year payment. He's very a likable man,

9 but his leaving is not the reason for the recall.

10 Then it was supposedly about

11 micromanagement of our supposedly outstanding senior

12 management dream team that we've now seen the

13 significant failures, including the bank statements

14 were not reconciled for 14 months, critical

15 accounting software was not yet net implemented

16 after years, failures on cash reconciliation, et

17 cetera.

18 We've also -- I think we all recognize --

19 (Expiration of three minutes.)

20 MR. SCHULTZ: Joe Schultz, Putter Court,

21 Incline Village.

22 I usually like to speak without notes, but

23 I thought it would be better if I did it this way.

24 We've been forced to go through a recall petition to

25 remove two of the sitting trustees of IVGID. While

25

1 this process is a legitimate one, the recent one was
 2 flawed and dishonest from its inception. The
 3 grounds of recall were personality, not on criminal
 4 malfeasance, a basis on which we all would have
 5 supported a recall.
 6 Instead, the backers of the petitions, the
 7 central figure being a recently termed-out president
 8 and other significant supporters, including current
 9 and previous trustees, created a fictional scenario
 10 of board overreach, micromanagement, and a toxic
 11 work environment.
 12 Further, they tried to capitalize on
 13 unfounded and often repeated rumors, such as
 14 privatizing all community assets, sale of community
 15 assets, and the vindictive withholding of beach
 16 access for non-resident employees. All these
 17 accusations remain unproven to this day.
 18 However, these exaggerations took own a
 19 life of their own by constantly being repeated and
 20 whispered about by the supporters of the petitions.
 21 It should be obvious, except to the most
 22 biased, that these efforts would fail because the
 23 vast majority of the voting community would have
 24 voted to reject the recall if an election had
 25 occurred. The promoters, with great bluster and

26

1 fanfare, could not even gather one-fourth of the
 2 eligible voters to sign their petitions.
 3 It is remarkable and noteworthy that the
 4 demeanor and grace which the targeted trustees
 5 conducted themselves during this process should be a
 6 model for all of us to emulate.
 7 Contrast that with the slanderous,
 8 vindictive, scurrilous manner in which a few
 9 community members have spoken, and will probably
 10 continue to act and speak during these periods of
 11 public comment. The only outcome of this effort has
 12 been to divide a community which has so many
 13 thoughtful, caring, educated, and experienced
 14 individuals as residents.
 15 Now that this debacle is hopefully behind
 16 us, we can come together to help guide our elected
 17 leaders to establishing an efficient, productive,
 18 and harmonious Incline Village. I have a little
 19 gift for a couple of you.
 20 Thank you for attention.
 21 MS. WELLS: All right. Good evening,
 22 Board. Christy Wells, Incline Village resident. I
 23 am submitting this comment to be attached to
 24 the minutes of meeting.
 25 First a quick note on everybody's favorite

27

1 subject, the campaign to recall Trustees Dent and
 2 Schmitz. There have been several posts across
 3 social media claiming the recall campaign is dead,
 4 and it is not. The campaign secured 2,140
 5 signatures for the petition to recall Trustee Dent,
 6 and 2,216 signatures for the petition to recall
 7 Trustee Schmitz. The campaign knew some signatures
 8 would not be eligible for various reasons, worked
 9 hard to gather hundreds more signatures than the
 10 1,801 needed to move this to an election. There was
 11 plenty of cushion, or so everybody thought.
 12 Yesterday Washoe County did complete the
 13 signature verification process and confirmed a total
 14 of 1,726 valid signatures for Dent, and 1,687 valid
 15 signatures for Schmitz. They stated the recall
 16 efforts did fall short by a total of 189 signatures
 17 over the two petitions combined. We're very close.
 18 Anyways, questions do remain about the
 19 signature verification process and the status of the
 20 almost-three hundred signatures that still had to be
 21 cured. I do expect the recall committee to provide
 22 an official update on the campaign in the
 23 coming days.
 24 In the meantime, I want to thank the
 25 volunteers who have contributed their times and

28

1 resources in support of the campaign. Your work did
 2 put a spotlight on the negative impact these
 3 trustees have had on the District. I promise you
 4 that replacing members on this board remains a
 5 priority. It is far from over.
 6 I will move over to the agenda items
 7 tonight. It's good to see the Board starting to
 8 discuss capital improvement projects on a more
 9 regular basis, even if tonight's update from Trustee
 10 Tulloch does not seem meaty. I was kind of hoping
 11 he would be here by now.
 12 Community members have repeatedly asked
 13 you to invest in Snowflake Lodge, the beach
 14 facilities, and, yes, even the Recreation Center. I
 15 would suggest that instead of an update on the first
 16 capital improvement meeting that was held, which was
 17 basically just an intro of the members and a review
 18 of the guidelines, that Trustee Tulloch instead
 19 provide an update about the milestones being set.
 20 When will suggestions be presented to the Board?
 21 How many more surveys about the beach does the
 22 community have to fill out before you take action?
 23 Are you going to survey the community at all?
 24 We have access to these incredible
 25 amenities in Incline Village, and we look forward to

29

1 the Board actually investing in them for the
 2 betterment of this community, or else it seems the
 3 crowning achievement of Matt and Sara's tenure will
 4 simply the passage of Ordinance 7.

5 With regards to the treasurer's report on
 6 the agenda tonight, the list of checks issued used
 7 to be posted in IVGID website on a weekly basis.
 8 This has not been done since mid-July. Will this
 9 now be done in the monthly report added to the Board
 10 packet? You say you're for improved transparency,
 11 so I'm curious why this process was changed.

12 Lastly, after months of hearing the Board
 13 majority and even the chair of the Audit Committee
 14 infer there were signs of fraud within the finance
 15 department, I am surprised there is not staff
 16 reports on how the finance team is doing their list
 17 of projects. It seems a little odd, knowing how
 18 important this topic is to everyone in the
 19 community. Please make sure to add this again to
 20 the agenda next meeting.

21 Thank you.

22 MR. LYON: Jim Lyon, 292 Northwood
 23 Boulevard.

24 First, I'd just like to say I think the
 25 town hall meeting was a success, it was conducted

30

1 very well, and I think it accomplished a lot. I
 2 recommend that the Board consider holding this type
 3 of a meeting maybe quarterly or at least twice per
 4 year. The other thing is I found it very disturbing
 5 that a trustee is not interested in finding out what
 6 the community wants via a survey. That kind of was
 7 a little disturbing.

8 Thank you.

9 MR. PULVER: My name is Steve Pulver, and
 10 I live at 400 Fairview Boulevard, Unit 157. I'm a
 11 full-time resident and president of Bitterbrush II
 12 HOA association, which represents 108 homeowners.

13 A few very brief comments that essentially
 14 reinforce what you already know from our homeowners.
 15 I was a member of the 2/16 Diamond Peak master plan
 16 steering committee, which represented our community
 17 which might be impacted both negatively and
 18 positively by a committee's recommendation. Mike
 19 Bandelin is great, by the way, was an IVGID staff
 20 member that sat at our meetings, so he's familiar
 21 with that.

22 Much consideration was given regarding the
 23 impact summer operations would have on the residents
 24 living close to Ski Way and Diamond Peak.
 25 Representatives of upper Tirolian Village and

31

1 Bitterbrush II were on the steering committee. As
 2 you heard tonight from a lot of homeowners, no input
 3 or consideration was given to residents' impact by
 4 turning the Diamond Peak parking area into a
 5 heliport, and all for five years.

6 The summer notification given by NV
 7 Energy, which was supposedly required, was very
 8 minimal. We've heard nothing from IVGID. I got one
 9 postcard, said they were going to work for
 10 two weeks, which I thought, okay, two weeks.

11 Bottom line, based on neighbors'
 12 complaints this summer, I recommend, as the other
 13 homeowners did, that the contract between IVGID and
 14 Nevada Energy regarding the use of Diamond Peak as a
 15 heliport for the remaining four years be canceled.

16 Thank you.

17 MR. EPPOLITO: My name is John Eppolito.
 18 I've been a local real estate broker here in both
 19 states for 25 years.

20 One of people who just spoke up at
 21 Bitterbrush, I actually helped them buy their unit.
 22 And now if they were to sell that unit, they would
 23 have a disclosure issue they would have to deal
 24 with. And that would go for anybody up there,
 25 certainly if they sold it through my office, because

32

1 we have an additional disclosure more like the
 2 California disclosure. And, really, anybody selling
 3 should be disclosing. That is another issue, just a
 4 slightly different angle than what anybody spoke
 5 about.

6 I don't want talk about the recall. What
 7 I want to talk about is refocusing energy and maybe
 8 more of a positive thing and start to talk about
 9 what's going on in this basin, and I'm talking about
 10 two things, specifically.

11 The development, 947 is just the tip of
 12 the iceberg. We have 13 large projects in some
 13 phase of being approved by the TRPA and the
 14 counties, and that's just on the north and west
 15 shore. It's going to change our area quite a bit.
 16 And I think that is what we should be focusing on.

17 Then the second thing in Incline Village
 18 is closing the middle school. Nobody is saying that
 19 closing the middle school is what is best for kids.
 20 The one thing the District is saying is it'll save
 21 them money. And what the District wants to do now
 22 is form a 25-member panel and take a year to report
 23 to Washoe County School District committee next
 24 June, 2025. In June, 2025. And then that committee
 25 will bring it to the Board in the summer -- I guess

33

1 what will happen, I'm speculating on the rest. But
2 in the summer of 2025, the Washoe County School
3 District committee will bring it to the Board and
4 suggest the middle school be closed starting fall,
5 2025.

6 And we all know that's what is best for
7 kids. And the District knows that is not what's
8 best for kids. So I think that's what we should be
9 focusing on: the overdevelopment and closing our
10 school.

11 Thank you very much.

12 MR. ZWEIG: Hello. I'm a Bitterbrush
13 homeowner and a Nevada taxpayer since 1996. My name
14 is John Zweig, and I live in Bitterbrush.

15 I oppose the IVGID/Nevada Energy/Diamond
16 Peak contract, and I request a cancellation. We're
17 talking about five years of disruption of community,
18 of 1,000 people, maybe more. The existing contract
19 is not inline with your mission statement on your
20 IVGID website that says in part: A passion for
21 quality of life and our environment, IVGID strives
22 to continually enhance the reputation of our
23 community as an excellent place to live, work,
24 recreate, visit, and invest.

25 That's a pure contradiction at all levels,

35

1 the spring, summer, and fall on Diamond Peak? Even
2 (inaudible) with West Shore Management voted out
3 Mark Zuckerberg's personal helicopter for reasons
4 aforementioned.

5 I have to ask: Would you live under this
6 six-months-a-year project for the next five years?
7 Or you just live too far away and you don't care?

8 It's purely an economical play with no
9 apparent consideration of the community's health,
10 safety, and our potential financial impact.

11 And as others have pointed out, please
12 identify sites, Mt. Rose Truckee Airport, Spooner,
13 or maybe the Hyatt rooftop or Lake Shore Beach
14 fronts.

15 Thank you.

16 MS. KNAAK: Yolanda Knaak, Incline Village
17 resident.

18 I just wanted to thank you for the town
19 hall. I think we should do that a couple times a
20 year, that is my recommendation.

21 And then with the zoning, I know other
22 people have mentioned the zoning change. I know
23 that's a county issue, but we need to start asking
24 our county commissioners about how we're going to --
25 how they're going to save or businesses. I know

34

1 plus a lack of transparency and communication by
2 Mr. Brad Underwood, signee of the contract, who
3 admitted he didn't check with the communities
4 affected, and as others have pointed out tonight.

5 This summer, we previewed your helicopter
6 test run for two weeks. Deafening helicopter noise,
7 semi-truck traffic, and clearly not a future we
8 invested in. We are families, including retirees
9 who chose and invested in Incline Village, Diamond
10 Peak, sights and sounds of wildlife, quiet, and
11 quality Tahoe lifestyle. That, you promote. Not
12 just a disruptive, deafening, and annoyance, but
13 wildly publicized impacts on health issues,
14 including lungs, hearing loss, stress, heart
15 failure. (Inaudible) for those suffering from PTSD
16 or medical concerns.

17 Environmental issues, potential pollution
18 from fuel and oil and ground water and maybe leakage
19 to the creek below. Recent report, helicopter
20 exhaust spreads 43 times as much carbon dioxide per
21 hour than an average car. Safety potential,
22 mechanical or pilot malfunction causing a firestorm,
23 as was pointed out earlier.

24 Quality of life at so many levels. And
25 who is going on enjoy the trail sites play area in

36

1 that their businesses aren't at risk immediately,
2 but I think within five years we could start seeing
3 loss of essential businesses to this area.

4 Also, I am concerned also about closing
5 the middle school. We need to get more information
6 on that issue.

7 Thank you so much.

8 MR. WRIGHT: Frank Wright.

9 The insane recall is past now. So now
10 that the lunacy has come to an end, let's evaluate
11 why these charged and misguided local residents
12 wasted so much time, energy, and money trying to
13 recall two of the most productive trustees that
14 we've ever had serve on the Board. The recall was a
15 massive smoke screen to hide from the public gross
16 mismanagement, misappropriation of public funds, and
17 give away recreational facilities to outsiders,
18 outsiders who do not pay into our facility fees. It
19 was an attempt to stop a much-needed forensic audit,
20 which was -- when completed will uncover suspected
21 violations of standard governmental accounting
22 practices.

23 Tim Callicrate, the author behind the
24 recall efforts, spent his tenure on the board
25 facilitating the massive waste and losses from our

37

1 public coffers. He was responsible for the lies
2 that were printed that caused the recall petition.
3 The next 12 months will be an eye-opener
4 for the local residents. Now the Board can focus on
5 eliminating the waste of taxpayer dollars.
6 I'd like to change the subject here for a
7 second. Let's go to the Bitterbrush problem with
8 the helicopters. First of all, I don't remember and
9 I have never seen an environmental impact study
10 which is a necessity for having such a project going
11 on. To have those helicopters flying around any
12 home is obscene, and it should be stopped
13 immediately.
14 I don't believe Mr. Underwood, one of our
15 cherished employees, has a clue what he was putting
16 this community in for. It's horrible. And I tell
17 you what, I'm willing to help anybody in Bitterbrush
18 to get this environmental impact study done, and we
19 can probably stop the thing right now just by going
20 through TRPA. I'm here to help. Whatever you need,
21 give me a call. My phone number's in the book, you
22 can find me.
23 This is just sick. You should not have
24 this going on in our community. This kind of garage
25 is why people get upset with our government. And I

39

1 a potential long-term solution. That's all we've
2 ever talked about. There's no such thing as
3 building walls. And we have never had even a
4 \$200,000 number thrown out to us.
5 Silver and gold cards were never
6 rescinded, they simply were changed so that they did
7 not any longer provide beach access for non-resident
8 holders of the cards. Period. They still have all
9 of the amenities to -- they have access to all of
10 the other amenities.
11 As it relates to lunch hours at the
12 beaches, as trustees, we do not make any of those
13 decisions, and I don't know what the rules are for
14 lunch hours for beach workers.
15 So, let's all try to communicate openly,
16 honestly, listening to each other for the benefit of
17 our community.
18 CHAIR DENT: I heard something about the
19 beach building at Incline Beach. And as it relates
20 to the Incline Beach building, the Board has made a
21 decision. The Board has passed that to staff.
22 Staff is working on bringing back a design to the
23 Board. So, I believe we're supposed to have that
24 towards the end of this year. If not, early
25 next year.

38

1 don't believe the Board had anything to do with
2 this, I think it was more done by Mr. Underwood who
3 is now long gone.
4 Anyway, thank you so much, and let's go
5 forward and make this place nice again. Thank you.
6 MATT: That was our final public comment
7 on Zoom.
8 CHAIR DENT: All right. That will close
9 out public comment.
10 TRUSTEE SCHMITZ: (Inaudible, no mic.)
11 CHAIR DENT: Yeah, we can address any
12 public comments.
13 TRUSTEE SCHMITZ: I want the folks from
14 Bitterbrush to know that later in the meeting, we
15 discuss our long range-calendar for upcoming
16 agendas, and I have it on my list to have that added
17 to an upcoming agenda. It'll be up the Chair and
18 the rest of the Board, but I will be requesting
19 that.
20 I'm sorry that Ms. Shackford isn't here
21 any longer, but, again, we need to stop spreading
22 such incorrect information. First of all, no one
23 trustee makes any decision. We make all decisions
24 as a board.
25 The Board talked about RFID entry cards as

40

1 TRUSTEE TONKING: I also just wanted to
2 speak to the Bitterbrush issue. I've been talking
3 to a lot of people, but I have found there is an
4 environmental impact study that we can all look at.
5 And so we can get a copy of that too at some point
6 as well.
7 But also understanding that this is a huge
8 issue, and we will -- yeah, I also have it on my
9 list, as Trustee Schmitz had said, to bring up. I
10 did want to say that that exists somewhere.
11 CHAIR DENT: All right. Moving on. Item
12 D.
13 D. APPROVAL OF AGENDA
14 CHAIR DENT: Approval of the agenda, item
15 D. Any changes to the agenda? Trustee Schmitz?
16 TRUSTEE SCHMITZ: I would move that we
17 have a flexible agenda so that we can accommodate
18 Trustee Tulloch.
19 CHAIR DENT: Understood. That works.
20 And then I would -- it was requested by
21 staff to remove item G 2. It's my understanding
22 that we will be bringing this back at a later
23 meeting. Any issue with that?
24 Okay. Any issues with the flexible
25 agenda?

41

1 Seeing none, the agenda is approved.

2 Moving on to item E.

3 E. REPORTS TO THE BOARD

4 E 1.

5 CHAIR DENT: Item E 1 is a verbal report

6 to the Board on the point of sale system proposals,

7 solicitation results, and staff recommendations.

8 Requesting trustee, Trustee Schmitz, and staff

9 member, Director of IT, Mike Gove.

10 MR. GOVE: Thank you for the opportunity

11 to provide this update on the point of sale system

12 request for proposals.

13 This item was somewhat fresh and was not a

14 part of the '23/'24 fiscal year budget, and it not

15 on your long-range calendars. Because of this,

16 Mr. Bandelin and I wanted to get this on your radars

17 before the meeting on November 8th, where it will be

18 coming forward on your agenda for approval and

19 funding.

20 As you will remember, this project came

21 about through conversations with staff and trustees

22 on feedback from another engagement. Shortly after,

23 the Board authorized staff to work with Trustee

24 Schmitz to start the formal RFP process. Staff and

25 Trustee Schmitz put together an RFP that was based

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1 on a two-phase project approach, with the first

2 phase being discovery and assessment of the current

3 point of sales system, ultimately providing a

4 roadmap and recommendations for consolidation and

5 improvements of the current systems, with phase two

6 of this project being delivery and project

7 management of the provided roadmap.

8 This RFP was posted on the District's

9 website and plan(inaudible).com on August 25th, with

10 the deadline for submittal set for October 4th. The

11 District received three responses of which three

12 firms were interviewed by a panel of key staff

13 members from both the IT department, venues, and

14 Trustee Schmitz.

15 From these interviews, staff and Trustee

16 Schmitz have made the determination on which

17 proposal they will be recommending at the November

18 8th board meeting for approval.

19 Being this project is not budgeted in the

20 current fiscal year, staff will also be bringing

21 forward funding options with the assistance of the

22 Director of Finance.

23 That was a pretty brief update, but that's

24 what I have for you, if you have any questions.

25 TRUSTEE SCHMITZ: I'd like to commend Mike

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1 and his team, all of staff. I was in the meeting.

2 They had excellent questions. It was very

3 informative, and I think they've made a really good

4 selection.

5 I look forward to bringing it forward. As

6 we had discussed offline, when it comes forward for

7 potential consideration of funding and

8 appropriations, this would be something that would

9 be coming from community services because it's not a

10 general fund project. This is for the point of sale

11 systems being implemented at all of our venues and

12 trying to have some consistency where it doesn't

13 exist today.

14 And so thank you.

15 TRUSTEE TONKING: It's answered, telling

16 it is going to go to community services, my

17 question. So thank you.

18 CHAIR DENT: That will close out item E 1.

19 Moving on to item E 2.

20 E 2.

21 CHAIR DENT: Report to the Board on the

22 fiscal year '22/'23, fourth quarter budget update.

23 Popular capital improvement programs status report

24 through June 30, 2023. Requesting staff member,

25 interim Director of Finance Bobby Magee. Can be

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1 found on pages 4 through 12 of your board packet.

2 MR. MAGEE: This is an informational item

3 only. You may notice that also on item G 4, the

4 attachments are absolutely identical, and so the

5 reason that we're doing this this way is that Board

6 Policy 13.1.02 requires staff to provide periodic

7 reports on the status of the District's capital

8 projects. So that's the purpose of the popular

9 report that you see here.

10 I will caution that, as the Board knows,

11 we have not closed the final year-end books, and so

12 this is still subject to some minor modifications,

13 although we believe that these numbers reflect an

14 accurate result at this time. There may still be

15 some very minor modifications, though.

16 And so we will be back with item G 4 later

17 in the evening. If the Board wishes to discuss any

18 of these items, we would be happy to do so. I can

19 certainly take questions now, if you wished, but the

20 recommended action on the popular report is to just

21 receive the report and file.

22 CHAIR DENT: Any questions, comments?

23 TRUSTEE SCHMITZ: I'll clarify that I met

24 offline with Mr. Magee and Mr. Bandelin, and I had a

25 number of questions for which they have been

45

1 answered. I just wanted to at least let people know
 2 that I did do that homework.
 3 CHAIR DENT: Moving on to item E 3.
 4 E 3.
 5 CHAIR DENT: Treasurer's report. We are
 6 going to skip this. We will come back to this when
 7 Trustee Tulloch joins us.
 8 Moving on to the consent calendar.
 9 F. CONSENT CALENDAR
 10 F 1, F 2, and F 3.
 11 CHAIR DENT: Approval of the
 12 meeting minutes, September 19th, 2023. F 2,
 13 approval of the meeting minutes, September 27th,
 14 2023. F 3, approval -- adopt Policy and Procedure
 15 No. 143, Resolution Number 1904.
 16 I will entertain a motion to approve the
 17 consent calendar.
 18 TRUSTEE TONKING: I move that the Board
 19 approves the consent calendar.
 20 TRUSTEE NOBLE: Second.
 21 CHAIR NOLET: Motion's been made and
 22 seconded. Any further discussion by the Board?
 23 TRUSTEE SCHMITZ: I just have a question.
 24 At our last meeting on F 3, this was the policy,
 25 Trustee Tulloch was the one who voted against it and

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1 had some redlining that he wanted to have
 2 considered.
 3 Did he bring to your attention any
 4 concerns about that particular item in his absence?
 5 CHAIR DENT: I have not talked to him
 6 about that item. I don't know.
 7 Anne, did he reach to you regarding any
 8 concerns? Or Heidi?
 9 MS. BRANHAM: I didn't hear anything
 10 specific from him. I tried to incorporate the
 11 discussion that was had at the last meeting to
 12 account for everyone's concerns.
 13 If you like to hold on to this item until
 14 he gets there, but I did not hear anything from him.
 15 CHAIR DENT: Do you guys want to weigh in?
 16 MS. BRANHAM: You can pull the consent if
 17 you'd like and then --
 18 CHAIR DENT: Well, we have a motion.
 19 Right? So then the motion would fail?
 20 MS. BRANHAM: Yes. We can let the motion
 21 to approve the full consent calendar fail, and then
 22 restart over with just F 1 and 2.
 23 CHAIR DENT: Okay.
 24 TRUSTEE SCHMITZ: I make a motion that the
 25 Board approve consent calendar items F 1 and F 2.

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1 CHAIR DENT: Motion's been made. Is there
 2 a second?
 3 TRUSTEE NOBLE: Second.
 4 CHAIR DENT: Motion's been made and
 5 seconded. Any further discussion?
 6 All those in favor, state aye.
 7 TRUSTEE TONKING: Aye.
 8 TRUSTEE NOBLE: Aye.
 9 TRUSTEE SCHMITZ: Aye.
 10 CHAIR DENT: Aye.
 11 Opposed? Motion passes 4/0. We will
 12 revisit item F 4 as a general business item at some
 13 point in the meeting.
 14 All right. Moving on to general business.
 15 G. GENERAL BUSINESS
 16 CHAIR DENT: Let's hold off on this one
 17 too, since Trustee Tulloch isn't here, item G 1.
 18 Let's go on to -- yeah. We're going to be skipping
 19 several items if Trustee Tulloch isn't here. So,
 20 we're going to take a five-minute break. He did say
 21 he would be joining us at 7:00, so we will take a
 22 five-minute break and will return.
 23 (Recess from 6:57 P.M. to 7:03 P.M.)
 24 TRUSTEE TULLOCH: Chair Dent, I've just
 25 joined (via telephonic connection.)

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1 CHAIR DENT: Thank you.
 2 Welcome back. We took a five-break.
 3 Trustee Tulloch, we took a few minutes
 4 just so you could join us. We had a couple items
 5 that we did not want to proceed on without having
 6 you here. The first item is formerly item F 3 --
 7 oh, treasurer's report, item E 3. Summary of
 8 activities of the District treasury. Requesting
 9 trustee, Trustee Tulloch.
 10 Are you prepared to give us an update on
 11 that?
 12 TRUSTEE TULLOCH: Since I'm driving, I
 13 won't read the update. I'll pass it across to
 14 interim Director of Finance Magee. I'd like to
 15 thank also interim director Magee and his finance
 16 team for making some changes on the reporting
 17 format. It's greatly improved it. Still a work in
 18 progress. We will welcome feedback on it, but I
 19 think it's a measured improvement to what we had in
 20 the past, and it actually shows more useful data.
 21 I'll pass it across to interim Director of
 22 Finance Magee.
 23 CHAIR DENT: He's not in the room right
 24 now. Was he prepared to address the item? Did you
 25 talk to him beforehand, Trustee Tulloch, or no?

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1 There he is. Thank you for running back
 2 up here from the bullpen.

3 MR. MAGEE: We had a volume issue in the
 4 staff room there, so I missed the question. If we
 5 could repeat the question.

6 CHAIR DENT: So Treasurer Tulloch is
 7 driving currently and unable to give us an update.
 8 He said he would pass it off to you if there were
 9 any updates. He thanked you and your staff. And I
 10 asked him if he let you know that he was calling on
 11 you, and we haven't heard back from him.

12 MR. MAGEE: Nothing like taking it on the
 13 fly.

14 I apologize, I did not print the
 15 treasurer's report out. I was not expecting to
 16 present it tonight. Do you have a copy handy?
 17 Happy to walk you through it.

18 Okay. So what the finance department
 19 recommended to the treasurer was to start to present
 20 some more of the treasurer's activities as opposed
 21 to just talking about some of the checks that the
 22 Board has already authorized that were expended.

23 And so we have been working with the
 24 treasurer very closely on developing this report on
 25 the types of information that he would like to

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1 tried to rebuild the department. I think that we'll
 2 have those back up imminently, and you will see all
 3 of those things out on the website.

4 Continuing on through the treasurer's
 5 report, we intend to continue to talk
 6 about year-to-day expenses and total accounts
 7 payable expenses year to date.

8 And then we wanted to share a little bit
 9 about the investment portfolio. We've been working
 10 with the treasurer specifically on implementing an
 11 active cash management policy and looking at these
 12 types of items. As you will note, our total net
 13 monthly interest on our main checking account was
 14 simply idle. And when I got here, it was quite
 15 shocking to me to see that. And so we have
 16 implemented a money market sweep account. It says
 17 that there's zero interest that was earned on that
 18 money for this month. We started earning interest
 19 on that money on October 11th, and so that has been
 20 completed, something else that we've been working
 21 with the treasurer. And next month you should see
 22 some interest in that column.

23 And then we wanted to lay out the debt
 24 service, the ongoing debt service, and keep the
 25 public informed that we do not have a lot of debt

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1 present. And so we started putting this report
 2 together. This is still a work in progress. This
 3 is version one of it. There's a number of things
 4 I've received input from the community they would
 5 like to see on here. Input from other trustees that
 6 they would like to see on here. And input from the
 7 treasurer that he would like to see. We're not
 8 there yet, we know that, and we do intend to put
 9 some budget information in here and some other
 10 things.

11 But as you will note on page 2 of the
 12 treasurer's report, we started to put in gross
 13 payroll expenses. That is the total amount of gross
 14 payroll for all employees for IVGID by month. And
 15 that -- obviously, those lines will continue to grow
 16 as they go across in time.

17 We've also broken it down by the amount of
 18 the accounts payable, which is not only gross
 19 payroll expenses, but accounts payable checks and
 20 then accounts payable EFT disbursements. The
 21 appendix A contains all of the detail on that.

22 And I did hear a member of the public
 23 comment earlier that some of these check registers
 24 are not on the website currently, which is accurate.
 25 This is simply due to a lack of staffing, as we've

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1 service that we've incurred here at the District. I
 2 think, anecdotally, the public knows that, but we
 3 wanted to be very transparent about what we were
 4 sharing and what the outstanding debt is, how much
 5 the payments are, and when they are due.

6 And that's about it for tonight. We did
 7 include the check register and all of the data, so
 8 we wanted to make it easy for everyone to find it in
 9 multiple places, and that was the intention of
 10 adding this check register to the treasurer's report
 11 as well.

12 That being said, I'm happy to take any
 13 questions related to this report.

14 CHAIR DENT: Any questions?

15 TRUSTEE TONKING: I don't have any
 16 questions. I just wanted to thank you and Trustee
 17 Tulloch for this. It's a really nice report and a
 18 cool way to look at it, and I enjoyed the
 19 presentation.

20 Thank you, Trustee Tulloch and Director of
 21 Finance Magee.

22 TRUSTEE TULLOCH: I wanted to thank Bobby
 23 for stepping up to the mat. As he says, this is a
 24 work in progress.

25 For those of you that have seen me with my

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1 magnifying glass, you'll be glad to see the print is
 2 a much better size, it's actually legible, there's
 3 numbers there that we can actually read and use.
 4 I think this is a great start. There's a
 5 few other things we're going to add to this as we
 6 progress. But I think the team has done a great job
 7 in starting to pull this together, and hopefully the
 8 public and the Board appreciates this.
 9 We welcome all your feedback on how we can
 10 enhance it, get better transparency. Even just in
 11 this form, it's highlighted several things.
 12 One of the things that we've been
 13 discussing with Director of Finance Magee is also
 14 (audio drop) and not doing more of these
 15 transactions by ACH. It just seems -- it jumped out
 16 very much when we looked at this. That's an area
 17 we're going to be investigating.
 18 And yes (audio drop) overnight interest on
 19 our checking account. That was -- we've been losing
 20 a lot of money over the recent months by the fact
 21 that this wasn't being -- getting overnight
 22 interest, and I think it will help make a meaningful
 23 contribution.
 24 TRUSTEE SCHMITZ: Thank you so much for
 25 taking a huge step forward in these reports.

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1 system will handle it that way, but I can certainly
 2 look into it and see if that can be sorted out by
 3 projects or services or various types of things. I
 4 can certainly look into that.
 5 TRUSTEE SCHMITZ: And I would defer to the
 6 treasurer's judgment only that. But from my
 7 perspective, when I was going through it, it would
 8 have been helpful for me in reviewing, these are
 9 capital projects, these are contracts we've
 10 approved, these are services, that sort of thing.
 11 MR. MAGEE: Understood. Thank you.
 12 CHAIR DENT: Anything else?
 13 Loved the presentation. I think it's a
 14 good start. That will close out item E 3. Moving
 15 on to F 3.
 16 F 3.
 17 CHAIR DENT: Adopt Policy and Procedure
 18 No. 143, Resolution No. 1904. Can be found on
 19 pages 182 through 193 of your board packet.
 20 Trustee Tulloch, this was another item
 21 that we decide to hold off on. It was on the
 22 consent calendar. You had mentioned having some
 23 changes you wanted to make to it potentially, and so
 24 we were not aware of you submitting any changes to
 25 legal counsel. We wanted to know if there was

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1 One of things I think we discussed that's
 2 missing is, while we have our expenses, we're not
 3 tracking to budget. So if we could please have the
 4 budget numbers added to all of these.
 5 Then there isn't a graph for revenue.
 6 Revenue of actual and revenue that we had -- we
 7 budget. There's charges for services, there's
 8 contracts, and things like that. If we could add
 9 those couple of things, that would be helpful.
 10 Then with the checks for bill pay, is
 11 there an easy way -- I'm not trying to create a
 12 whole lot of extra work, but is there an easy way to
 13 sort these, instead of alphabetically, more
 14 categorically, like, these are for CIP projects,
 15 these are for services, that sort of thing?
 16 MR. MAGEE: I will say that the first two
 17 items that you mentioned, we are currently working
 18 on. As you know, we're trying to get the year-end
 19 close, and then once we get that done, we can start
 20 moving forward with some of this year's data.
 21 The intention is absolutely to add that to
 22 the treasurer's report at some time, assuming the
 23 treasurer would like to add that information to it.
 24 With respect to the way we sort the check
 25 register, I'm not a hundred percent positive if the

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1 anything you wanted to have changed with this.
 2 Otherwise, I'll entertain a motion.
 3 TRUSTEE TULLOCH: No. Go ahead with it.
 4 TRUSTEE TONKING: I move the Board of
 5 Trustees adopt the amended Policy and Procedure No.
 6 143, Resolution No. 1904, regarding acceptance of
 7 the advertisements for the IVGID Magazine and other
 8 District publications at District venues and
 9 District-sponsored events.
 10 TRUSTEE SCHMITZ: Second.
 11 CHAIR DENT: Motion's been made and
 12 seconded. Any further discussion?
 13 Seeing none, I'll call for question. All
 14 those in favor, state aye.
 15 TRUSTEE TONKING: Aye.
 16 TRUSTEE TULLOCH: Aye.
 17 TRUSTEE NOBLE: Aye.
 18 TRUSTEE SCHMITZ: Aye.
 19 CHAIR DENT: Aye.
 20 Motion passes, 5/0. Thank you.
 21 All right. That will close out the other
 22 consent calendar item. Moving on to item G 1,
 23 general business.
 24 G 1.
 25 CHAIR DENT: Review, discuss, and

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1 potentially answer the remaining community questions
 2 received at the October 11th, 2023, town hall. Can
 3 be found on pages 194 through 207 of your board
 4 packet.

5 So, for those of you who don't know, we
 6 did have a town hall at our last meeting. There
 7 were several questions answered, I think upwards of
 8 30 questions answered. There were another 141 that
 9 were -- seemed preprinted and came on the little
 10 cards, colorful cards that were handed in, and so we
 11 have a long list of them. There are several in here
 12 that, as I was looking through this and just kind of
 13 figuring out a way to tackle some of these
 14 questions, there were several in here that were
 15 duplicates of questions we had answered in the past,
 16 at that town hall event.

17 I am really open to hearing from fellow
 18 board members how you want to go about doing it. I
 19 do not want to just start at item one and work
 20 through it, because they're, like out of the first
 21 15 questions, 13 of them were addressed to Trustee
 22 Schmitz. And so -- and I do want to say one thing:
 23 Anything that references micromanaging or toxic work
 24 environment as it relates to IVGID, those aren't
 25 board-related questions or issues; those are

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1 staff-related questions and issues.

2 And talking with the HR director and
 3 speaking with the general manager regarding these
 4 items, we're going to address that at a later
 5 meeting, and we're bringing in some community
 6 members to find a way to figure out what's going on
 7 because there's a few people that keep asking these
 8 same questions or throwing out these buzzwords.
 9 When talking with our HR director, these issues
 10 don't exist.

11 I think it's important for staff to
 12 address this and leave those items for staff to
 13 address.

14 TRUSTEE TONKING: I was just going to ask
 15 if you think it makes sense to just group these into
 16 categories and maybe we just take a category, either
 17 at a meeting or like at the before meetings or
 18 something, and just do a few instead of just
 19 arbitrarily picking ones? I don't know if that's
 20 helpful. That is just a thought I have.

21 CHAIR DENT: Yeah. Also, I mean, I don't
 22 want to spend the whole meeting answering 141
 23 questions. But I do -- I did go through at the
 24 beginning, I started -- looked at the front, and
 25 said, okay, we're not going to do that. I just

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1 flipped to the back and started grabbing some that I
 2 feel like did not address the recall, because that's
 3 what legal counsel said to stay away from, and then
 4 also avoided any micromanaging or staff questions.

5 And so I'm fine with we can knock off a
 6 few and then come back at a later time and do this
 7 again. I don't want to wait months to address
 8 community questions.

9 TRUSTEE NOBLE: I was just going to
 10 recommend maybe incorporating these into the next
 11 town hall meeting, but if you don't want to wait
 12 that long, I understand.

13 CHAIR DENT: I feel like a lot of these
 14 questions have been -- or these have been questions
 15 for a long time, and I feel like if we wait a couple
 16 more months, then what's the point? We're really
 17 answering questions that we should have six months
 18 ago.

19 And like I said, I'm open. If we want to
 20 set a time limit of 30 minutes, and we just run
 21 through and I'll randomly pick some of these
 22 questions that I started -- I mean, I went through
 23 several of these and you can see, I put "addressed"
 24 because we've already addressed -- either addressed
 25 it at the last meeting or addressed it since, so

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1 there's no sense in doing it.

2 But I think we just take a little bite out
 3 of it, and next meeting, another little bite, and
 4 hopefully by the end of the year, all of this is
 5 behind us. And at the next town hall, it's fresh
 6 questions, and we're not addressing the past.

7 TRUSTEE SCHMITZ: I just have a
 8 suggestion. In looking through, some of these
 9 questions are specifically for Chair Dent, some of
 10 them are specifically for Tulloch, some of them are
 11 specifically for me. Could we potentially each be
 12 tasked to write down the answers to those question
 13 and bring them back to an upcoming meeting? And
 14 tonight talk about -- address some of the broad
 15 questions.

16 CHAIR DENT: That's what I went and
 17 touched on. There were some that are broad, and I
 18 was trying to get away from the individual
 19 questions.

20 TRUSTEE SCHMITZ: If everyone is
 21 comfortable with that, then we can each answer the
 22 questions and put it in writing and have it down.

23 CHAIR DENT: Correct, yes.

24 TRUSTEE TONKING: I'm fine with that. I
 25 was just saying, because you said you started in the

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1 back, but I looked at 18, for an example, I think is
 2 an easy one to answer, and 26.
 3 CHAIR DENT: I don't think we have to go
 4 in any order. But, like, we'll go -- let's start
 5 with 141 and then 18 and then 26.
 6 141 is: If a staff member has a complaint
 7 about a trustee, what happens? Please be detailed.
 8 Who wants to address this? Okay. I will
 9 address it.
 10 If a staff member has a complaint about a
 11 trustee, that complaint goes to HR. HR will look
 12 into it, investigate it, if need be, and if it rises
 13 to a level, we'll say, of concern, then legal
 14 counsel could be brought in and the Chair could be
 15 notified. And then at that point, then there would
 16 be an investigation regarding the allegations with
 17 the other side -- the other party that's involved.
 18 MS. BRANHAM: I would just say there is a
 19 defined policy about trustee conduct. That's
 20 another place that members of the public might look.
 21 That is posted on the District's website.
 22 So, I think it's entitled "The Trustee
 23 Code of Conduct." That has some information about
 24 how complaints are handled.
 25 CHAIR DENT: Correct.

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1 18: Have you ever used the skate park?
 2 If so, when?
 3 I have never used the skate park.
 4 TRUSTEE TONKING: I used it when I was
 5 like 10, so no.
 6 TRUSTEE NOBLE: I have not.
 7 TRUSTEE SCHMITZ: No. That would be
 8 dangerous for skiing, I think.
 9 CHAIR DENT: Trustee Tulloch?
 10 (No response.)
 11 CHAIR DENT: All right we'll skip Trustee
 12 Tulloch. I don't think he skateboards either.
 13 TRUSTEE SCHMITZ: How about 23? There
 14 seems to be statements made around golf.
 15 CHAIR DENT: The old one: There seems to
 16 be some statements made around golf members getting
 17 special golf play pricing that is better than
 18 Picture Pass holders. I believe this is not true.
 19 Please clear this up by either supporting or denying
 20 the statement.
 21 TRUSTEE TONKING: This is not true. If
 22 they met golf club members, they're also residents,
 23 and they get the same Picture Pass pricing for the
 24 same time they go.
 25 CHAIR DENT: Okay. The Board said a

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1 survey wasn't required for the dog park, and now
 2 have changed their direction and say it is. Is this
 3 going to be different from the community-wide survey
 4 or a standalone?
 5 TRUSTEE TONKING: The Dog Park Committee
 6 met last week, and they are working on developing a
 7 survey that would go out, basically asking, like,
 8 different options of what people would like in a dog
 9 park. A, do they want to keep it just the way it
 10 is? Would they want to add fencing?
 11 So there's going to be something to give
 12 us better direction on what the community really
 13 wants.
 14 TRUSTEE SCHMITZ: I don't think that we
 15 changed direction.
 16 TRUSTEE TULLOCH: Quick question about the
 17 Dog Park Committee. Michaela, we'd asked that the
 18 survey comes back to the Board is sent out. Is that
 19 going to happen?
 20 TRUSTEE TONKING: Yes.
 21 TRUSTEE SCHMITZ: And it wasn't that
 22 direction was changed; it was that the survey had
 23 come forward, and we felt like we wanted different
 24 types of questions and we asked it to be revised.
 25 TRUSTEE TONKING: Yes. The first survey

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1 talked a lot about location and then who the people
 2 were who was filling out the survey and then what
 3 kind of features they wanted within the dog park.
 4 The Board had decided on one location, which then
 5 led to the idea of pushing the survey. Now we are
 6 at the survey point again.
 7 CHAIR DENT: Okay. Item 28: Are you on
 8 the District's health insurance plan. If yes, how
 9 does that work?
 10 I don't know. Is anyone on the District's
 11 health insurance plan?
 12 TRUSTEE SCHMITZ: I am. And because we
 13 are trustees, we not allowed to have any
 14 subsidization, so I have to pay the fully loaded
 15 cost. There's no taxpayer dollars, nothing -- like
 16 for employees, they have -- part of their insurance
 17 premium is covered by the District.
 18 I am actually a part of plan, which is
 19 allowed, but what isn't allowed is for having any
 20 District funds paying for my policy. So I have to
 21 pay it a hundred percent.
 22 CHAIR DENT: Number 41: The Board is
 23 implementing line-by-line, online financial
 24 disclosure, which will enable a small group of
 25 citizens to micromanage and question every IVGID

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1 expense no matter how trivial. The goal of some who
2 do this is to dismantle IVGID. How are you going to
3 protect IVGID staff and the larger parcel-holding
4 community from this massive interference?
5 Does anyone know what the line-by-line
6 item financial disclosure is? Are they just talking
7 about the budgets that are online?
8 TRUSTEE TONKING: Yeah. I think the
9 financial disclosure that's using -- that's right
10 when you go into our financial section, it shows you
11 all them, line by line, I think is what they are
12 referring to.
13 I think it's a form of transparency. I
14 think that, yes, when you get in that deep into the
15 weeds, you can interpret data in many different
16 ways, and that is the case with anything. Anyone
17 one can interpret data, so I think that is always a
18 risk.
19 I think it's the bigger picture of what
20 we're doing as a district and a board that ensures
21 that we see the bigger goal, like looking deep in,
22 but also understanding what the big picture is and
23 the direction of the District.
24 I have no idea if I answered that
25 question.

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1 this can minimize public records request. And one
2 of the issues that we've had over the past year is
3 that we haven't produced financial reports. The
4 data hasn't been there.
5 And I don't understand how providing
6 financial data and expenses at a line item goes to
7 dismantle IVGID. It's being transparent. I don't
8 think that's negative in any way.
9 CHAIR DENT: I would agree.
10 Item 43: Why are District employees
11 expected to take abuse, suffer slander and libel by
12 certain community and board members without
13 recourse, while trustees are allowed to take
14 valuable taxpayer time and dollars to defend
15 themselves for the same type of abuse on the record
16 at board meetings?
17 MS. BRANHAM: I think this is one
18 that's -- maybe we could identify the underlying
19 issue that's raised by this question, and maybe
20 bring that back as an actual agenda item, or if you
21 want legal to --
22 CHAIR DENT: How about we do this. Has
23 legal counsel advised us to cut off people's public
24 comment?
25 MS. BRANHAM: No. We certainly advise

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1 CHAIR DENT: I don't know either. I don't
2 know if we're implementing a line-by-line financial
3 disclosure or budget. I think this has been going
4 on for several years. I don't think our board is
5 doing anything different or has directed anything
6 different as it relates to this.
7 Anyone else want to answer this question?
8 TRUSTEE TULLOCH: Yeah, these are all
9 public records. There's not a case like we can
10 decide which financial numbers we want to show and
11 which ones we don't. These are all public records.
12 We tried to be totally transparent with
13 it, as we are obliged to do under NRS. And Anne can
14 keep us correct on that.
15 MS. BRANHAM: Yeah, that's just a matter
16 of how the information is presented. If this is the
17 way that staff has recommended or staff has
18 implemented it, then it's just information that is
19 otherwise available to the public through a PRA can
20 now just be obtained directly through the website,
21 is what it sounds like.
22 TRUSTEE TULLOCH: Which should make the
23 process more efficient as well.
24 MS. BRANHAM: We can hope.
25 TRUSTEE SCHMITZ: I was going to say that

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1 that all public comments be taken. There are very
2 limited circumstance, as we've discussed as part of
3 our recent conversations about confidential
4 non-public information.
5 There are certain circumstance when public
6 comment may be curtailed. I don't believe that's
7 ever happened, as far as my tenure attending the
8 board meetings, but, in general, the District
9 strives for maximum transparency and allows all
10 public comment.
11 TRUSTEE SCHMITZ: Is this getting at what
12 we have started doing, which is correcting public
13 comment? And perhaps people are making comments
14 regarding staff, and then it's not being corrected.
15 Is that what this is potentially getting at?
16 CHAIR DENT: I think it's addressing
17 public comment and trying to shut people down from
18 public comment. That's where I see this going. To
19 stop public comment and to be -- and to decide who
20 can continue to speak and who can't.
21 TRUSTEE SCHMITZ: But I think -- here's
22 where I'm going with this. It's saying that us,
23 that we are sort of defending ourselves, which I
24 guess is correcting errors in public comment. So is
25 this talking about if comments are made about

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1 employees that we're not correcting that during
 2 public comment? Because if that does happen, we
 3 should get things straight.
 4 CHAIR DENT: Correct. I think we had in
 5 the past -- I don't know a corrected public comment
 6 necessarily, but I think we have addressed negative
 7 comments towards staff.
 8 TRUSTEE TONKING: Maybe we just need do it
 9 more, is maybe the bigger issue. Because I think
 10 it's easier for us to correct things that relate to
 11 ourselves just by default.
 12 And so maybe being more cognizant of how
 13 -- what people say about staff and making sure that
 14 we take the time. I think after this meeting, more
 15 people addressed a bunch of public comment was kind
 16 of helpful, and so maybe being well aware of what we
 17 hear and taking notes and being aware ourselves that
 18 we are addressing the needs of staff. It
 19 probably -- not an intentionalness (phonetic), but
 20 it probably occurs a lot more than we think.
 21 CHAIR DENT: Understood.
 22 Item 48: Social media is an important
 23 communication tool. Do you agree or disagree and
 24 how do you use it? Please be specific as to the
 25 platforms you are or are not on and using.

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1 MS. BRANHAM: And don't feel like you have
 2 to give any personal information that you don't want
 3 to give.
 4 TRUSTEE NOBLE: I am actually not any
 5 social platforms. I gave up Facebook, LinkedIn, all
 6 forms of social media over a decade ago.
 7 TRUSTEE TONKING: I'm pretty much on all
 8 forms of social media. Big fan of TikTok and
 9 Snapchat, so, yeah.
 10 TRUSTEE SCHMITZ: I'm on, from a limited
 11 capacity, I do some things on Nextdoor. I do some
 12 things on Facebook.
 13 But I do feel that as a medium, it has
 14 become a medium of spreading misinformation very
 15 rapidly, and it's something I think us, as a board,
 16 we should be thinking about of how do we improve our
 17 communication with the community, because it seems
 18 like there's a lot of our community on social media.
 19 There -- the Board is missing the opportunity of
 20 presenting information from the Board, factually,
 21 and hopefully dispelling some of the misinformation.
 22 So, I think as a board, we should talk
 23 about how should we or how could we use it more
 24 effectively.
 25 CHAIR DENT: I think that's a good answer.

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1 Social media, it's an important
 2 communication tool. I haven't been active on social
 3 media, I think, since maybe August of 2020. And my
 4 Facebook account was not approved for any ads
 5 because I couldn't verify my identification during
 6 the campaign, so they thought I wasn't -- I was
 7 someone who was trying to do campaign ads, and even
 8 though they got my identifications, they couldn't
 9 identify me.
 10 I am not using any social media accounts.
 11 Or, actually, one. Instagram is one that I use.
 12 It's a tool that we use through work. And other
 13 than that, don't really use any social media
 14 accounts.
 15 TRUSTEE TULLOCH: Well, I've read on
 16 social media that I'm active on social media in the
 17 same way as I have this mysterious executive job at
 18 Mt. Rose. So it must all be true, if it's on the
 19 interwebs, it must surely be true.
 20 But, yeah, no, I try not to participate in
 21 social media because it's a waste of time. Mark
 22 Twain had a good phrase for it, which I won't repeat
 23 to you in case somebody thinks my humor is
 24 offensive.
 25 But, yeah, it's -- social media can do --

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1 be whatever people want it to be. Frankly, some
 2 people seem to think it's newsworthy or its fact.
 3 It's not. Most social media is opinion.
 4 CHAIR DENT: Item 49: How do you think
 5 the community will react if you have to increase the
 6 recreational fee for the capital investments that
 7 need to be made?
 8 TRUSTEE SCHMITZ: Right now, the rec fee
 9 is -- well, it's the beach fee, basically. And we
 10 have been funding the beach fund so that we have
 11 money for the Beach House, that is roughly \$455.
 12 Once this is finished, we will not be
 13 funding that any longer, and we will have those
 14 funds that, if there are capital projects that need
 15 to be funded, we should expect to have sufficient
 16 revenue.
 17 But I also think as a board, we've talked
 18 a lot about doing more of bonding as opposed to
 19 trying to raise rec fees to build
 20 multi-million-dollar facilities.
 21 TRUSTEE TONKING: I think from my
 22 conversations with a lot of people, they're very
 23 happy to spend some money on capital improvement,
 24 especially because it means a lot to this community
 25 and creating a community space for many people

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1 within it.

2 I think that something that us, as a

3 board, really needs to think about is the

4 difference, as Trustee Schmitz said, between, like,

5 bonding and also putting investments in. There's

6 some projects that are going to last 60 to 80 years,

7 and that's a perfect opportunity to bond, if

8 interest rates stay at the rates they've been at.

9 Not anymore now, but had they stayed, like, that's a

10 very, like, it's a cost benefit there.

11 But I think if it's something that's much

12 shorter-term project, it doesn't necessarily always

13 make sense to bond. I think it's something that

14 maybe us, as a board, should have a conversation on

15 in general, how we think about capital. And when we

16 do our five-year CIP, it could be a great

17 conversation topic.

18 TRUSTEE TULLOCH: I think another

19 important factor that's been missed out among all

20 the sky-is-falling comments is we have fully funded

21 the program this year, and basically for next year,

22 based on our projected CIPs, without even counting

23 the rec fee. It's not as if we cut the rec fee and

24 then cut out all the projects. We basically

25 (inaudible) to spend the money that we've actually

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1 allocated on capital projects.

2 I think there's also an important

3 difference between whether we're using any increases

4 or any changes in the rec fee to fund investments

5 and capital investments to actually build something

6 for the future, as opposed to just using it to

7 subsidize operating costs at local venues. To me,

8 there's a very important distinction there.

9 CHAIR DENT: That will close out item 49.

10 I want to go to item -- well, maybe 50 and 51 are

11 the same.

12 Is it true both Trustee Schmitz and legal

13 counsel are now reviewing every single purchase

14 contract no matter how small or menial? Is that not

15 micromanagement? And what about the added fees

16 being billed by legal counsel, is this reasonable?

17 TRUSTEE SCHMITZ: So last year, we --

18 starting in 2020, was the first time that

19 contracts -- actually, I answered this at the

20 community forum.

21 Starting in 2020, that was the first time

22 that contracts actually started coming to the Board.

23 Prior to that, it was just a memorandum that

24 basically authorized staff to execute a contract.

25 And starting in 2020, we were starting to see

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1 contracts, and we discovered that many of the

2 contracts were vendor templates, vendor contracts,

3 and legal counsel started noticing this and

4 suggested we start developing templates and use our

5 district templates for contracts.

6 Then we started noticing that there were

7 things missing. Exhibits missing or not called out

8 or not a clear statement of work. And so last year

9 there was work that was being done to improve that.

10 And then January of this year, because of

11 the ongoing issues that we were finding with

12 contracts, the Board had assigned me the

13 responsibility, in emergency purposes, to review

14 contracts. That all contracts were to come before

15 the Board, and if there was an emergency situation

16 where staff needed to have a contract approved and

17 couldn't wait until a board meeting, I was assigned

18 the responsibility of reviewing them, in addition to

19 legal counsel.

20 I've been keeping a log of those contracts

21 that I review, and I have it in tonight's report of

22 here's what is happening with the contracts. Things

23 are improving, but still are having issues with

24 getting contracts correct, clear, and complete.

25 And so at the point in time that legal

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1 counsel and staff feels that we have this process

2 consistently accurate, then that will no longer be

3 needed.

4 And Mr. Bandelin had become engaging in

5 this process, and the hope and expectation is that

6 this will not be a long-term situation. It is not

7 micromanagement; it's overseeing our contracts to

8 make sure that we are protecting the District

9 legally and contractually.

10 Anne is on the line, and I know she's

11 involved with this. She and I do not typically

12 interact. I get the information from staff. And

13 when I have a concern or issue or question about the

14 accuracy or completeness of a contract, I pass that

15 off to Anne for her to evaluate and make

16 recommendations.

17 So it goes from me to Anne back to staff.

18 MS. BRANHAM: Yes. That's right. That's

19 a really good summation of the process.

20 And my two cents is that I think, from the

21 legal perspective, we were brought in first to

22 develop the templates, which I think worked well.

23 They needed some tweaking as we identify issues.

24 We've tried to make those change in realtime.

25 And then our role is to really oversee the

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1 process side of it, and so the idea is that by the
 2 time legal steps out of the contract, day-to-day
 3 review process, that will be because the templates
 4 are airtight, because staff has been trained on how
 5 to handle exhibits, how to handle page renumberings,
 6 things like that, that increase the clarity of the
 7 contracts.

8 And so we are continuing to work through
 9 improving the process. We've got a checklist, we've
 10 got weekly meetings that we hold where we discuss
 11 upcoming contracts and how they're going on handled.
 12 That's kind of the value add that we're trying to
 13 bring at this point.

14 And, as you mentioned, we will step out
 15 once we feel that there's a clear pipeline of how we
 16 can get contracts on a rote basis and not need this
 17 kind of intimate review of every one single one.

18 CHAIR DENT: One last one: Why does
 19 Trustee Schmitz approve all purchase orders when
 20 she's not supposed to be involved in daily
 21 operations of IVGID?

22 TRUSTEE SCHMITZ: That's the same.

23 CHAIR DENT: Okay. Just making sure.

24 One more off the list. We will revisit
 25 this at another meeting.

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1 just to bring you up to speed to the current state.
 2 Happy to report that this week we did
 3 finish the final road reinstatement just this
 4 morning. Actually, literally minutes before the
 5 rain came, we got the striping down. We're down to
 6 just a final punch list, kind of lose ends to tie
 7 up. And we're hopeful to have, in about four weeks
 8 time, all the contracts closed out and a final cost
 9 for that GMP1 outlay.

10 More specifically to this evening's agenda
 11 item, the information is all prepared and presented
 12 in your packet. I did submit the one last
 13 supplement, bit of information just to help maybe
 14 further clarify some of the pots of money, following
 15 up on previous discussion that we've had in those
 16 regards.

17 What I will say with regard to GMP2 is it
 18 was heavily informed by GMP1, and a substantial part
 19 of our recommendation to maintain the CMAR agreement
 20 going through to the end of the total project scope
 21 would be based on the success of GMP1 relative,
 22 primarily, to the success and safety that was
 23 exhibited out there. It's a tough place to work.
 24 Granite and their team did deliver a zero harm, no
 25 reportable incident environment out there in some

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1 TRUSTEE SCHMITZ: Do we each, then, have a
 2 task of taking our questions, and can we get it in
 3 Word format so we can type answers in for the
 4 questions that are ours?

5 CHAIR DENT: Yeah. And then anything that
 6 talks about work -- toxic work environment or
 7 micromanagement, legal -- HR said they will and
 8 general manager said they will address that. I
 9 think that's it.

10 Then we will bring back the other common
 11 questions so we can close out our list.

12 All right. That will close out item G 1.
 13 Moving on to item G 2, formerly G 3.
 14 G 2.

15 CHAIR DENT: Review, discuss the total
 16 project costs for completion of Phase 2 of the
 17 effluent export pipeline, including negotiated
 18 schedule values, risk reserve, contingency, and
 19 administration inspection requirements prepared for
 20 the guaranteed maximum price GMP2. This can be
 21 found on pages 280 through 288 of your board packet.
 22 Requesting staff member, interim Director of Public
 23 Works Kate Nelson and Hudson Klein.

24 MR. KLEIN: Similar to last time, we'll
 25 just start off quickly with a quick recap of GMP1,

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1 trying circumstances with public at times losing
 2 their patience on more than one occasion.

3 We were also able to come in, GMP1, under
 4 what was forecast, and a lot of that was through
 5 efficiencies found throughout GMP1, and those have
 6 been applied to GMP2. There would be a risk that
 7 that sort of learning might be lost were we to take
 8 an alternative route to completing the rest of the
 9 project. We did complete one hundred percent of the
 10 scope within GMP1, so we've demonstrated ability to
 11 deliver to schedule, as has been outlaid and
 12 proposed going forward as well.

13 That pretty much represents most of what
 14 is informing. The actual numbers in addition to
 15 staff, Kate, myself, some of the fellow trustees,
 16 also working through multiple meetings and sitdowns,
 17 reconciliation with Granite to try and whittle down
 18 to the most efficient and small package that we
 19 could relative to the cost inputs to each individual
 20 item. That's kind of most of what has been
 21 presented to you in that packet tonight.

22 What's not included, I will hand over to
 23 Kate. It's just a bit of background on what led us
 24 to the GMP1 starting just a year ago -- or a little
 25 over a year ago, from the preconstruction phase of

1 that CMAR agreement for segment 2 or Phase 2 of the
2 effluent line.
3 MS. NELSON: I'm going to go over kind of
4 a brief history of how we got here. It's been a
5 very long process, and this is the good, bad, and
6 the ugly.
7 This process began back in 2010, 2011.
8 Through the years, the District has been issued an
9 administrative order from NDP to evaluate and start
10 to move towards replacing this section of line. The
11 Board has authorized many evaluations,
12 investigations, replacement of 13 sections of small
13 portions of line. There have been lost partnering
14 opportunities with NDOT in regards to their storm
15 drain project. And so staff has been tasked with
16 the following items that are outlined in the
17 fiscal year '21, fiscal year '22 strategic plan,
18 those being the Long-Range Principle No. 5, asset
19 and infrastructure. Initiative No. 5,
20 pursuing federal and state and local funding.
21 Budget initiatives under the 2021/2023 portion of
22 the plan. Item B, complete a utility rate study to
23 meet the budgetary and fund balance for the utility
24 fund. Item C, work with the CMAR and design
25 consultants to finalize design and begin

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1 construction on the effluent storage tank and
2 effluent pipeline project.
3 To date, staff has completed these items
4 that we were directed to do. We have prepared for
5 you the ability to move forward with the remainder
6 of the project, and that is why we are strongly
7 suggesting that we move forward and get this done in
8 an efficient timeframe.
9 With that, if there's any questions,
10 comments, concerns regarding the board packet
11 information, we're here to answer questions.
12 CHAIR DENT: What would the timeline look
13 like if the Board decided to vote no on moving
14 forward with the GMP2 and decided to put this out to
15 low bid?
16 MS. NELSON: You would lose, most likely,
17 next construction season. We would have go through
18 and prepare different documents, and then issue it
19 for bid. And, you know, in the Tahoe basin, you're
20 trying to issue things for bid November/December to
21 start in May so you get more contractors interested
22 in your work. They don't have -- you know, they're
23 seasons is already full. So you would lose a year.
24 You would then be, I think, pushing up
25 against NDOT's plan to do a reconstruction of State

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1 Route 28, that I believe they have set for 2026,
2 starting in 2027. So, I mean, there are
3 ramifications to delaying this project further.
4 In going back through the brief history, I
5 think previous boards have made decisions thinking
6 that they were going to improve pricing or what have
7 you, and I think today we can see that that hasn't
8 happened. It hasn't been realized. It's just gone
9 up and up and up. We, with the GMP2, have provided
10 you a solid price to perform the work and get it
11 done.
12 CHAIR DENT: Thank you.
13 Regarding the segment of pipe that still
14 has ten, 15 years left of life --
15 MS. NELSON: Does it?
16 CHAIR DENT: No. I'm asking you the
17 question because the prior information that we
18 received said it did. Right? So, knowing that, is
19 that still the case? Or are there issues that, I
20 think, it was at the joints or some of the
21 connections and that was part of the work you guys
22 were doing this summer, so I'm asking where are we
23 at with that process? What do we know?
24 MS. NELSON: During the first tie-in, our
25 pipeline crew actually did video the condition of

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1 the existing pipe, and it's clearly shown that every
2 joint, you can see where it is resting, it's
3 impacted. So you know every ten feet, you have this
4 weak point in your pipeline.
5 I come from the standpoint that this
6 pipeline is over 50 years old, it's reached its
7 useful life. We have seen increased leaks on it,
8 and that is a clear sign that it has outlived its
9 useful life. Personally, I'm not going to be in the
10 news when we have a catastrophic event, should that
11 happen, because we know the condition, we have done
12 investigations, we know it needed to be replaced.
13 MR. KLEIN: Yeah. I might add just some
14 further information to that. The previous
15 investigation, not to discount them at all, there's
16 some proven science that informed those
17 investigations, however, I think everyone will have
18 seen, and even in this form, I've seen some examples
19 where there's information presented and then there
20 is what you witness with your own eyes.
21 In every section of pipe that we've cut
22 out, physically, to tie in for this new section to
23 bring live, we inspected those areas, and at each,
24 the joint was weakness and actual rust spots showing
25 through to the inside of pipe at those joints, the

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1 size of a couple of quarters, stacked, side by side.
2 And there's a cost that we might save, but if we
3 don't spend -- and I, just on quick check here,
4 we've got roughly \$5 million in that section of
5 pipe, is what is allotted, and that assumes that it
6 stays a welded seal. Like, for like replacement,
7 there's opportunities to see a reduction in that
8 price as well.
9 But for that \$5 million, the risk that
10 you're taking is that there is a failure that could
11 cause catastrophic failure to State Route 28, which
12 is going to be reconstructed. So, say it doesn't
13 happen for five years, that would be a substantial
14 cost that easily starts to add into seven figures
15 each time it happens. So, if in another five to ten
16 years we see three of those breaks, for instance,
17 are we going to be severely regretting the decision
18 to save \$5 million today. And I think it would be a
19 unanimous agreement that this is, in fact, the case.
20 That's not even mentioning any fact where
21 some of those road failures are potential pipe
22 failures, through either direct incident while the
23 incident is under way, or the repair crew is going
24 out there to do it, it could lead to serious
25 personal harm, and I don't think any \$5 million

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1 there.
2 I mean, I'm still waiting for a legal
3 clarification from Silver State. I've asked for
4 clarification because the terms and the covenants of
5 the GMP1 contract don't mention 14 percent anywhere.
6 They actually -- it sets out three basis for the
7 contract, for the contractor's profit, but we don't
8 seemed to have worked these out, and some of these
9 appear to be double dipping in terms of charging
10 capital costs for equipment that's already been
11 charged to the project. I'm only making that from
12 my own contract knowledge. I'm still waiting for
13 legal clarification of it.
14 I think the big question in the community
15 is this is a very expensive project, it's going
16 to -- it's massively impacted utility bills for
17 customers for many years going on. I think you guys
18 have done a great job in actually getting this
19 moving forward, and I think the Board has done the
20 same thing in moving it forward.
21 But it's still the big, unanswered
22 question: Why are we paying something like 14
23 percent risk premium to the CMAR contractor when
24 every time there's a risk, we have a risk register
25 allowing for additional costs? If it goes over

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1 today is worth taking that risk to see a GMP or a
2 public bid number come down by somewhere around the
3 order of \$3- to \$5 million.
4 That's also where we're coming from, from
5 a public health and safety perspective, completely
6 irrelevant of the dollar, the dollar figure that
7 we're looking at.
8 CHAIR DENT: Anyone have any questions?
9 TRUSTEE TULLOCH: Appreciate it. I've
10 walked through all this, and we've had a lot of
11 discussions about it.
12 I think at the biggest concern in the
13 community is that we've signed what's supposed to
14 be -- your predecessors agreed to a CMAR contract.
15 Previous boards have delayed it and kept pushing
16 things off, hoping that somebody else would pay for
17 it. This board has actually grasped the nettle and
18 actually moved forward with it.
19 I think the huge concern in the community
20 is that CMAR is supposed to be risk sharing, but
21 everywhere we look at in the contract, the IVGID
22 appears to picking up all the risk, while we hand
23 over a \$6-, \$7 million fee, profit margin, on top of
24 \$25-, \$30 million worth of business to the primary
25 contractor. I think that is the biggest hurdle

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1 there, we carry the risk from there as well. It
2 doesn't appear to be an equitable risk-sharing
3 formula from that, from my view. When we're paying
4 14 percent pure profit margin on top, it just seems
5 slightly unequitable. I think that's the unanswered
6 questions.
7 I'd still like to see -- I'm waiting for
8 the legal opinion update from Silver State before I
9 can opine further on it, but that's my views. And
10 we've discussed them here before, and this -- I'm
11 also on record saying this is why we need to think
12 very long and hard before we enter into any another
13 CMAR contracts going forward, unless there's a very
14 overriding reason for it.
15 If it's risk sharing, let's make sure we
16 are risk sharing.
17 TRUSTEE TONKING: I want to thank you both
18 for spending time with me to go over all this. It
19 was really helpful, and all of my questions got
20 answered.
21 Some questions that I have coming from
22 this conversation is, one, to Trustee Tulloch's
23 point, is this CMAR contract different than any
24 other contract in the term of risk sharing, or is it
25 what you would usually see?

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1 MS. NELSON: It's very similar to what we
 2 had done with the CMAR project with the pool. The
 3 basis of the CMAR contract documents are different.
 4 The pool contract was an EJCDC contract, which these
 5 are standard contracts. They're vetted through
 6 different professional organizations, lawyers, that
 7 kind of thing, and they come up with these standard
 8 contracts.
 9 We utilize the consensus documents for
 10 this standard contract. We worked with Silver State
 11 to go through the standard and tailor it to this
 12 specific project. But that -- within the standard
 13 contract.
 14 So, that's how to contract became, but it
 15 is following the CMAR process outlined in the NRS.
 16 TRUSTEE TONKING: On average, how much
 17 does it cost per break if you were to take, like a
 18 cost a year, how much do we spend, on average?
 19 MS. NELSON: I can tell you that we have
 20 budgeted \$100,000 a year for repairs. The last
 21 repair we did, the pavement reinstatement alone, I
 22 think, was almost \$48,000. So, our pipeline crew
 23 has become very well versed in repairing the
 24 pipeline, so I don't have those costs.
 25 TRUSTEE TONKING: And then, from my

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1 understanding, in January '23, we were around \$59
 2 million, then it went up to about \$71 million, and
 3 then down to 64, and now we're down, 64.1, now we're
 4 down to 63.7. So you've done a lot of work around
 5 that.
 6 Can you talk about how those prices have
 7 changed and how we got here?
 8 MR. KLEIN: Yeah. Starting from the
 9 beginning, the January '23 price was representative
 10 of a 90-percent design level, so we weren't yet to
 11 fully formed design, so there was some quantity
 12 changes that resulted in the pricing increase,
 13 directly.
 14 At the time, one of the main increases
 15 that we saw from that January to what became, say an
 16 extrapolated GMP1, was the result of a
 17 misrepresentation of internal IVGID fees that were
 18 presented then. We had only shown expected
 19 construction fees at that time. We had not actually
 20 demonstrated all the predesign fees, the funding
 21 applications, all the internal IVGID engineering,
 22 public works time that were put into it. The
 23 Granite CMAR construction contract itself was not
 24 part of that. So there was a substantial, about two
 25 years of administrative time that was added into

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1 that that was probably a million dollars of that
 2 swing.
 3 Subsequent to that, GMP1, there was some
 4 unknowns, and we are back against the wall relative
 5 to the NDOT work, which Kate alluded to before, was
 6 one of the knock-on effects of previous decisions
 7 that painted us into a corner for GMP1. GMP1 was --
 8 I mean, frankly speaking, we paid a premium for it
 9 because had a bad plan that we were forced into
 10 because we had to share the road with NDOT, we had
 11 double mobilization because of the segmented,
 12 isolated pipe zones that we repaired. We doubled
 13 the amount of tie-ins that we had to do, and those
 14 are substantial tie-ins, they're -- through lessons
 15 learned, those were nearly 24-hour shifts that we'd
 16 take on additional resource time with IVGID and the
 17 contractor has to -- that show up in that GMP1.
 18 There was a number of unknowns that came
 19 at that time that we do risk losing, were we to go
 20 on with another contractor. The risk that Trustee
 21 Tulloch represented isn't in there, is, in fact, and
 22 without going on that tangent, just staying on your
 23 question, Trustee Tonking, we used the numbers at
 24 the end of May to prepare that \$72 million estimate
 25 that came -- yeah, I think it was at the end of May.

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1 And that was still lessons learned, weren't able to
 2 be input into that price.
 3 That, and, I guess, sort of financial
 4 tension we were allowed through with Granite, with
 5 known information and actual productivities and
 6 staffing and realities in hand, we were able to
 7 reduce that. That's where you saw a large part of
 8 that \$8 million reduction, has been realized from
 9 that initial time.
 10 And then from just July to now, there was
 11 roughly \$400,000 in savings, but there was a lot of
 12 movements within those prices that represent
 13 considerably more certainty in price that we have
 14 presented today.
 15 TRUSTEE TONKING: Last question is we talk
 16 about if we vote no today, you talked about the
 17 timeline issues that would occur.
 18 Can you talk to me about the risks that
 19 you've kind of alluded to answering my question
 20 about the risks that we could end up taking on as a
 21 District by trying to find a low bid?
 22 MS. NELSON: That's a very hard answer to
 23 come up with. But I would suggest you work with
 24 legal counsel, you have that exposure, and then,
 25 again, just the exposure to the District of is the

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1 pipe going to hold.

2 MR. KLEIN: The one that I'd say is maybe

3 not speculative would be that any contractor, not

4 Granite Construction, is going to have to build in

5 their learning curve, and that is going to be

6 represented in a real cost in their prices. Whether

7 that's up or down, I'm not going to put anything to

8 that.

9 But the risk that we know in this project

10 is shared. Some of it sits in a number there in

11 front of you that we do control. They don't have

12 access to it until there's an agreed approval and

13 release of that money.

14 In the alternative scenario, anything

15 that's built in, whether being fair or otherwise by

16 any of us, is something that we are contractually

17 bound to pay because it will be in their bid price.

18 And for better or worse, these numbers are public

19 records, so they have a target from which to base

20 their level of risk as well.

21 CHAIR DENT: I have a quick follow-up.

22 Going back to the contract questions, you guys

23 talked about the Burnt Cedar pool, what was the fee

24 we paid for -- what was the contractor's fee we paid

25 there?

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1 to that. Given that we've funded Granite to do all

2 these extra investigations and do extra current

3 investigations, find out there are conditions, we've

4 done trial holds, we've already paid for that.

5 I'm assuming if we go out to contract, we

6 can pass -- that information is all public

7 information, we can pass across the bid package. So

8 any other contractor bidding on it knows pretty much

9 the same amount of information that Granite has, and

10 can base their bid around that; is that correct?

11 MR. KLEIN: That's correct. That's just

12 where some of the time delay would come in because

13 we have to structure the contract differently in

14 order to make sure that that's captured in a manner

15 that's fair to both parties.

16 TRUSTEE TULLOCH: I'm assuming this is --

17 we own this information, we've paid for it?

18 MR. KLEIN: Yes. I'm just saying it's

19 very clear where it lives now. When it goes to an

20 open bid, we have to be very careful on how we

21 define access to that risk money. And that gets a

22 bit more -- there's just some administrative time

23 that's going to be lost in developing that with some

24 sort of certainty.

25 TRUSTEE TULLOCH: Understood. I'm not

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1 MS. NELSON: So I will caution you,

2 vertical construction is different than underground

3 construction. Based on the pool project, I want to

4 say, don't quote me, but I want to say it was around

5 4.5 percent.

6 Underground construction has to have, like

7 80 percent of it self-performed. Vertical

8 construction doesn't. So at the pool project, we

9 had Core Construction that was basically a

10 construction manager. They did a small portion of

11 the work themselves, but they subbed the majority of

12 the work out.

13 CHAIR DENT: Did we build the pool above

14 ground or below ground?

15 MS. NELSON: Below ground, but it's not

16 considered underground pipeline work.

17 CHAIR DENT: Okay. I just know there's a

18 lot of risk associated with that project because it

19 was underground.

20 MS. NELSON: And we didn't utilize the

21 majority of the risk register because we didn't run

22 into what was out there.

23 CHAIR DENT: Just making sure we're on the

24 same page.

25 TRUSTEE TULLOCH: Just a quick follow-up

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1 talking about the risk money that we've allocated.

2 That's different. I'm talking about the ground

3 conditions that we found, and how projections, how

4 much off we expect to find based on our own

5 investigations, which has guided Granite's bids and

6 things as well.

7 TRUSTEE NOBLE: I'm ready to move forward

8 with the recommended action this evening. I think

9 any delay at this point bumps us up against the NDOT

10 timelines with 2027. We lock in this project and

11 get it done and we don't, basically, engage in

12 roulette with District resources trying to chase

13 some savings that may or may not happen. And we

14 could very well end up with a much higher price tag,

15 which I would think is going to make this board even

16 more hesitant to move forward with the project.

17 And given the now -- the knowledge that's

18 been gained by looking at those welds in the steel,

19 and noticing that they are rusting and they're

20 not -- that was not good information, that leads me

21 to believe that the delay is rational and

22 reasonable.

23 And if anything, I think, in my mind, it

24 tells me we need to move expeditiously and get this

25 done before we have a catastrophic failure that

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1 costs the District millions and millions of dollars.
2 TRUSTEE SCHMITZ: My perspective, I too
3 want to get this project done. It's been sitting
4 for far too long. I would like to have it behind
5 us.
6 But I did review the contract. And in the
7 contract, there's nothing stated about a
8 CMAR percentage. And in addition to having the
9 contract have language about the profit margin, it
10 also has language where the costs for Granite are
11 fully covered, contractually, so there isn't the
12 risk.
13 So from my perspective when I look at
14 this, and I know where the 14 percent came from,
15 that came from the bid. Staff, you told me that, as
16 Granite has as well. But when this project was
17 originally bid, it had the 14 percent, it was a
18 \$25 million project, roughly, so that's \$3.5 million
19 in profit.
20 Now we're talking about numbers -- the
21 scope of the project hasn't changed. We haven't
22 changed the amount of pipe, we haven't changed the
23 amount of people, we haven't changed -- it's only
24 been purely inflationary change. And this
25 inflationary change is adding \$2.2 million to the

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1 the 14 percent is an accurate number, however, it's
2 somewhat misrepresentative because what is proposed
3 in GMP2, whereas ordinarily all materials would be
4 subject to that 14 percent, Granite have, with some
5 help from discussions through the Board and
6 trustee's individual discussion that happened prior
7 to this GMP2 preparation, they did offer a reduction
8 that's highlighted in the package that ends in a
9 result for GMP2 of a reduction from 14 to 12.7, that
10 represents nearly half a million dollars. The
11 aggregate to the project is -- it does reduce it to
12 a level closer to 13 percent, actually just under
13 that 13 percent.
14 And again, I understand the fiduciary
15 responsibility you have, however, I think the public
16 would benefit from a bit of -- how should I say? --
17 knowledge that it's not all about the dollars. I
18 guarantee you can get a cheaper price than this, but
19 it will come at a different cost. There is a
20 different risk profile that will come with someone
21 that's willing to do this cheaper. And my biggest
22 fear is that it will represent in someone losing
23 their life, because you could cut their traffic
24 management costs, potentially, substantially. I'm
25 sure you could shave 25 percent off of it.

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1 profit that is being charged.
2 So from my perspective, I think that we
3 have to find some sort of a compromise, and we have
4 to change and modify what that CMAR percentage fee
5 is, because, right now, it's sitting at almost
6 5.7 million, so it's a little over \$2.2 million,
7 just because of inflationary changes, not by amount
8 of pipe or people.
9 So, I think that we have to be realistic
10 and say, look, we also want to do this and get this
11 accomplished, but we have to do it with numbers that
12 our citizens in our community can tolerate, because
13 that's an extreme profit margin change.
14 MS. NELSON: So, Hudson and I feel like we
15 have negotiated all we can as staff. I don't know
16 if the Board has any appetite, but you might want to
17 take a step back and select someone to try to
18 further negotiate this.
19 We basically have two board meetings left
20 of the year. The bond documents and resolution will
21 be brought back to the Board on December 13th.
22 That's pretty much like our drop-dead date to move
23 forward with this project.
24 So, I'm just throwing that idea out there.
25 MR. KLEIN: And, one, just for the record,

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1 What that means is you have an open
2 trench, next to a highway, with someone has been
3 drinking all day at the beach. And that means --
4 (Laughter in the audience.)
5 MR. KLEIN: And I resent that laughter in
6 the background heavily because I've been on a
7 project where someone get seriously hurt, run over
8 by a construction truck.
9 That risk is not worth reducing a \$5
10 million, as you see, profit, which is also
11 inaccurate. That is not a straight profit number.
12 That represents their entire organization, outside
13 of the project itself. They are a big company, they
14 come with a lot of overhead. You get someone that's
15 got 40 employees, maybe even 20 employees down in
16 Reno, it's not going to be that because they don't
17 have to cover those kind of costs.
18 But if you want to save some money and
19 someone dies, it's not going to be on our head. I'm
20 looking at the people whose head it's going to be
21 on, because, I'm telling you, that hurts.
22 If you laugh again --
23 CHAIR DENT: Okay. Enough.
24 TRUSTEE TULLOCH: Nobody is suggesting
25 that, and I come from a construction background

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1 myself. I fully understand what's there. And
 2 nobody is trying to put you in that position.
 3 I think you've both done an incredible
 4 job. You were dealt a lousy hand to start with by
 5 your predecessors in terms of where you were. I
 6 don't think anyone is suggesting that you have not
 7 negotiated down. I think you've done a good job.
 8 I think what everyone in the community is
 9 pointing out, we have Granite representatives
 10 sitting here, that this contract, I think if they
 11 get 80 percent of the direct business, that is about
 12 40 million bucks worth of business they're getting,
 13 where they actually make a return on because it's
 14 all divvied out among the different divisions, so
 15 they're all covering costs there. And then they're
 16 picking up approximately \$6 million in profit, just
 17 in a round number. We can call it 5.7, we can call
 18 it 6.
 19 I think the community needs to understand
 20 that Granite went in with a let's-chance-it arm with
 21 a 14 percent CMAR fee, where we know we don't
 22 actually carry any real financial risk here, because
 23 if we find more rock, well, IVGID pays for it. We
 24 don't really carry any huge risk there.
 25 We had this discussion yesterday. Yes,

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1 Granite is at operational risk, their normal
 2 operation risk, which they have in any project.
 3 They're supposed to be professionals of that. They
 4 understand the risk, and they make their bids and
 5 set their pricing accordingly.
 6 I think what we're pointing out to the
 7 community is that, for whatever reason, this project
 8 in December/January was 56 million, May, it went up
 9 to 72 million, then Granite telling us it's
 10 wonderful because we now got it down to 63.
 11 But as Trustee Schmitz pointed out, the
 12 risk hasn't changed, the project is still the same.
 13 The risk is actually reduced from GMP1, based on the
 14 knowledge that we've actually gained. I think --
 15 I'm not suggesting there's anything wrong with the
 16 quality of work. They've done a great job on what
 17 they've done this year. I think everyone involved
 18 has done a great year.
 19 I'm just pointing out to the community
 20 that we're basically being held -- maybe being held
 21 to ransom is the wrong phase. I'm sure somebody
 22 will now write in social media that I'm saying that
 23 we've been held to ransom.
 24 Again, we're back in the same position as
 25 we were in GMP1, where we basically we had to go and

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1 get things done, and we've now been asked to swallow
 2 a very bitter pill, where just spent a lot of extra
 3 dollars just on stright profit margin to the
 4 contractor, reducing the costs where nobody here is
 5 talking about the cost to increase risk to staff.
 6 Let's very clear on that: To either our staff or
 7 the contractor's staff.
 8 I know it makes a very emotional result,
 9 and I've had people working at jobs that may have
 10 been killed for various different reasons as well.
 11 And it's -- I can assure everyone, it's not
 12 pleasant, not a nice experience, and we don't want
 13 to put anyone in that position.
 14 I think all we're doing is pointing out
 15 that we're now in a position again where we've been
 16 told, well, if we don't give it to Granite with this
 17 really exorbitant CMAR fee, where we still carry the
 18 risk. And this project will still go to 70 million,
 19 we could still find a lot of extra issues, Granite
 20 won't be paying that, but they will also pick up
 21 14 percent if we end up spending another 6, 7
 22 million because the costs we have, changes we have
 23 not encountered.
 24 I think all I'm doing is laying out for
 25 the community -- and I see Granite representatives

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1 here, and I just want to let them know and
 2 understand that we're pointing this out on behalf of
 3 the community. We want you to be a partner, but we
 4 want you to be a reasonable partner as well.
 5 TRUSTEE TONKING: I guess my question is
 6 for the Board. I don't feel comfortable postponing
 7 this past before that December meeting. I don't
 8 feel comfortable about that because you can talk
 9 about the financial risk to the community, but I
 10 think we can understand that there's a financial
 11 risk that this could get exuberantly higher, there's
 12 a health and safety risk that I'm not willing to
 13 take on, personally, as a member of this board, and
 14 I would make that very clear.
 15 But I do want to know what our plan is
 16 because I do not want to go past that December
 17 meeting.
 18 CHAIR DENT: I think we have legal
 19 questions, and I don't think we have legal answers.
 20 I think for the Board to make the right decision, we
 21 need to be informed by -- or get the answers from
 22 legal counsel --
 23 TRUSTEE TONKING: So, when are we getting
 24 those answers?
 25 CHAIR DENT: I don't know.

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1 TRUSTEE TULLOCH: I've already asked for
 2 those from Silver State.
 3 MS. NELSON: I do know I spoke with Jeff
 4 with Silver State, and he did leave you a message
 5 today, later in the day.
 6 But I would, yeah, definitely request that
 7 the Board meet with legal, get all of your answers
 8 done, so you guys are confident in your decisions
 9 that you have to make.
 10 TRUSTEE TULLOCH: I'd also say I've
 11 expressed -- I am sure some people were very upset
 12 and Granite might be very upset, but we're trying to
 13 be fair, we're trying to demonstrate to the
 14 community we're trying to be partners here. The
 15 feeling, I think the mood is very clear. We want to
 16 get this done. This board has driven forward to get
 17 things done.
 18 We did take -- we took the flack and we
 19 took the hit of GMP1 where prices started soaring
 20 through the roof. I don't think we're afraid to
 21 make these decisions. We want partners that are
 22 partners. If we are sharing risk, let's share risk
 23 properly.
 24 TRUSTEE SCHMITZ: Is Silver State hired to
 25 actually do contract negotiations?

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1 (Inaudible response from unidentified
 2 speaker.)
 3 TRUSTEE SCHMITZ: So, is it typical -- I
 4 mean, I understand staff has a job to do, but in a
 5 situation like this, this is a very big contract.
 6 This is a very large deal. Shouldn't we have a
 7 contract negotiator attorney working with and
 8 supporting staff and supporting the Board in trying
 9 to bring this to closure and do it quickly?
 10 TRUSTEE TULLOCH: That's my normal
 11 experience when I've done major projects. We've had
 12 very experienced construction attorneys there. I
 13 previously thought that Silver State were doing that
 14 rather than just reviewing the contract language.
 15 MS. NELSON: Just to clarify, their scope
 16 of work was to prepare the contract with staff
 17 input. I don't believe in their scope was any
 18 negotiating of the contract.
 19 CHAIR DENT: Okay. I think what we need
 20 to do is talk to legal counsel, and then we'll
 21 discuss bringing this item back at a future time.
 22 Any other questions?
 23 TRUSTEE TONKING: Can we try to make sure
 24 we can have legal -- I'm saying this on the record
 25 right now that I would like a legal meeting before

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1 our November meeting because I would like this to be
 2 discussed before the December meeting, if possible.
 3 CHAIR DENT: I think the first step -- oh,
 4 you want a legal meeting?
 5 TRUSTEE TONKING: Don't we need to meet
 6 with Silver State?
 7 CHAIR DENT: There's individual questions
 8 for Silver State, but, yes, if -- we can set up a
 9 nonmeeting legal meeting with Silver State, and we
 10 can bring Anne or Josh into that as well.
 11 TRUSTEE TONKING: Great. Thank you.
 12 CHAIR DENT: All right. This closes out
 13 item G 3. Moving on to item G 4.
 14 G 4.
 15 CHAIR DENT: Review, discuss, and possibly
 16 approve augmentations to the fiscal year '23/'24
 17 approved budget to reflect carryforward of available
 18 appropriations from the '22/'23 budget in support of
 19 ongoing capital improvements and other projects with
 20 funding provided in the prior fiscal year, subject
 21 to further context provided in the discussion and
 22 background sections of this memorandum and attached
 23 hereto. Requesting staff member, interim Director
 24 of Finance Bobby Magee. Can be found on pages 289
 25 through 297 of your board packet.

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1 MR. MAGEE: Thank you. Let me start by
 2 saying that when a memorandum like this goes
 3 together, there's a lot of staff that are involved,
 4 obviously. And ultimately it's my name on the
 5 memorandum, and I accept full responsibility for the
 6 content that is inside of this.
 7 Earlier today, the finance staff was
 8 looking at this, and we saw the NRS requirement on
 9 here. We believed that we were applying it properly
 10 to every item that was on this. And then working
 11 with District counsel earlier today, it was brought
 12 to our attention that there are a couple of items on
 13 here that need to follow a slightly different
 14 process.
 15 Needless to say, the finance staff that
 16 worked on this was pretty dejected when they heard
 17 that. And I saw this as a leadership and mentorship
 18 opportunity, and I shared with them -- we've written
 19 on our whiteboard downstairs that our goal is a
 20 hundred percent accuracy a hundred percent of the
 21 time. And I'm glad that this was brought to our
 22 attention and we caught this because, otherwise, we
 23 would have brought this to the Board 99.5 percent
 24 correct, and now we have the opportunity to share
 25 with you the mistake that we made and to ask you to

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1 modify the recommendation just slightly.
 2 That recommendation is specific to the
 3 general fund items, which are on here, which is
 4 about one-half of one percent of the total amount of
 5 the carryforward that is on this report here. And
 6 so what we are asking the Board to do tonight is to
 7 approve all of the carryforward items that are
 8 identified in Attachment A and Attachment B, which
 9 is both the capital CIP items and the expense CIP
 10 items, and then to modify the recommendation
 11 slightly to direct staff to bring the general fund
 12 carryforward items back with the budget augmentation
 13 that we'll be coming back later in January or
 14 February and then we could handle all those items at
 15 that time.
 16 So, I just wanted to draw your attention
 17 to that one item.
 18 I know we talked about a little bit
 19 earlier about the popular report and how the
 20 attachment is identical, it's literally the exact
 21 same attachment for both items tonight. I've asked
 22 most of my colleagues here to remain available, that
 23 if the Board may have any questions specific to the
 24 projects, I'm happy to talk to the financial portion
 25 of this. With respect to the projects, I'll

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1 probably need to rely on their expertise.
 2 I'm happy to accept any questions that the
 3 Board may have.
 4 TRUSTEE SCHMITZ: I should have probably
 5 asked this question earlier, so I'm sorry for
 6 backing up, but still it's applicable to the
 7 projects.
 8 We had implemented a process where there
 9 were project closure reports. And during public
 10 comment, there were a few projects that were
 11 identified that came in over budget. Is the Board
 12 seeing these project closure reports? Who is
 13 producing the project closure reportings? Can you
 14 clarify, please.
 15 MR. MAGEE: Sure. I was unaware that
 16 those reports were being generated even, candidly.
 17 So, I don't believe that finance has brought any of
 18 those forward in the past that I'm aware of. I
 19 don't know if the expectation of the Board was that
 20 those came from the departments and the project
 21 managers.
 22 If we were supposed to be doing it, I'm
 23 happy to take that on.
 24 TRUSTEE SCHMITZ: Well, as you and I have
 25 discussed, I think from my perspective and my

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1 experience, these things should be coming from the
 2 projects, the project leader should be bringing them
 3 forward.
 4 So, I guess, how is it, as a board, we are
 5 being provided the information that we're
 6 understanding and we can ask questions about
 7 projects that are going over budget, and over budget
 8 more that what the Board has even authorized?
 9 MR. MAGEE: I understand. And I think
 10 that through the actions the Board took previously
 11 in assisting the finance department in building out
 12 the budget division, I think this is something that
 13 we could certainly take on and actively partner with
 14 the project managers on making sure that we're all
 15 on the same page on where these projects are at,
 16 with an understanding of these items should be
 17 coming back to the Board.
 18 TRUSTEE TONKING: Chair Dent, wasn't there
 19 a sheet that you helped create a long time ago, we
 20 used to see it a lot, that showed, like, where the
 21 status of all these projects were? I haven't seen
 22 it now, in like two years probably.
 23 CHAIR DENT: The only thing I can remember
 24 is the actual CIP report that you're looking at now.
 25 This isn't the one I created, but very similar to

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1 the flow. And then there's project summary reports
 2 that we get during the approval of the budget. They
 3 usually bring those out.
 4 But as far as what Trustee Schmitz was
 5 saying, and I don't think we've received -- I think
 6 we've given direction, I don't think we've ever
 7 received any disclosure report, and I believe it
 8 would be very helpful to understand why we're over
 9 budget. And if we didn't authorize those expenses,
 10 who did?
 11 TRUSTEE TONKING: Yeah. I agree with that
 12 too.
 13 I was just thinking to have on top of
 14 those, I just remember this other sheet that I had
 15 seen maybe once or twice. I'll try to pull it up
 16 from when I was on the board.
 17 It was helpful to just have it included
 18 every couple of months, so that we kind of knew
 19 where everything was sitting so we could also flag
 20 when we are missing a project report as well.
 21 CHAIR DENT: Any additional questions?
 22 If not, I'll entertain a motion.
 23 TRUSTEE TONKING: I move the Board of
 24 Trustees make a motion to approve augmentation of
 25 the 2023/24 approved budget to reflect carryforward

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1 of available appropriations from the '22/'23 budget
 2 in support of ongoing capital improvement and other
 3 projects with funding provided in the prior
 4 fiscal year, subject to further context provided in
 5 discussion.
 6 CHAIR DENT: Motion's been made. Is there
 7 a second?
 8 MS. BRANHAM: If I could just clarify
 9 based on the initial part of our discussion that
 10 this is subject also to bringing back, in accordance
 11 with the relevant statute, the documentation needed
 12 at the next meeting for some of the items listed in
 13 this report.
 14 So, you're only approving tonight those
 15 items that are not going to be brought back next
 16 month.
 17 TRUSTEE TONKING: Yes, that's correct.
 18 CHAIR DENT: Motion's been made. Is there
 19 a second?
 20 TRUSTEE NOBLE: Second.
 21 CHAIR DENT: Motion's been made and
 22 seconded. Any further discussion by the Board?
 23 Call for the question, all those in favor,
 24 state aye.
 25 TRUSTEE TONKING: Aye.

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1 TRUSTEE TULLOCH: Aye.
 2 TRUSTEE NOBLE: Aye.
 3 TRUSTEE SCHMITZ: Aye.
 4 CHAIR DENT: Aye.
 5 Motion passes, 5/0. All right. That will
 6 close out item G 4. Moving on to item H.
 7 H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS
 8 CHAIR DENT: Item H, review, discuss,
 9 provide direction on the redactions for pending
 10 public records.
 11 MS. BRANHAM: Yes, I can make a brief
 12 report on this. Today what we have is just the one
 13 redaction, which are invoices from Silver State Law.
 14 The way we handled the redactions were narrowly
 15 consistent with public records law in Nevada, and
 16 the *Smith* case in particular, in addition to
 17 previous board guidance about how to handle attorney
 18 invoices.
 19 All that has been redacted are items in
 20 the invoices that specifically reveal or pertain to
 21 legal advice that was given. So, we tried to apply
 22 those redactions narrowly in accordance with the
 23 law, that's what you see before you. That's based
 24 on previous guidance from the Board, so that is what
 25 we have done.

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1 CHAIR DENT: Typically, we actually get
 2 copies of unredacted. Could we receive those copies
 3 so then we could make a decision on this?
 4 MS. BRANHAM: Yes. I apologize. I did
 5 not realize that you had not seen the redactions.
 6 CHAIR DENT: Yeah. All we had is the memo
 7 with what the concern was. But typically we get the
 8 unredacted so we can make that decision.
 9 If we can get that for the next meeting,
 10 we can --
 11 MS. BRANHAM: Yeah. Let's carry this into
 12 next month, and then I will take a note that you
 13 would like to see the unredacted.
 14 CHAIR DENT: Understood. Okay.
 15 That will close out item H 1. Moving on
 16 to item I.
 17 I. LONG RANGE CALENDAR
 18 I 1.
 19 CHAIR DENT: Long-range calendar, pages
 20 301 through 304 of your board packet. Interim
 21 General Manager Mike Bandelin.
 22 Page 301, I'll just say what we did hear
 23 tonight that -- I think it was the POS item was
 24 going to be coming back on November 8th. Is that
 25 correct?

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1 MR. BANDELIN: Correct.
 2 Is it okay if we ask counsel if I could
 3 just make a comment on that carryover agenda item,
 4 just a brief comment?
 5 CHAIR DENT: Of course you can.
 6 MR. BANDELIN: What we showed you tonight
 7 within that carryover report, I would like to tell
 8 the Board or inform the Board that we shared a
 9 couple items with the Capital Investment Committee
 10 on how you will see when we finish the project of
 11 capital improvement projects, in future in, those
 12 reports or status reports, you'll see -- it'll take
 13 a few minutes to explain, but it's kind of a picture
 14 of what the actual project is, what the budgeted
 15 amount is, if it's in process, what we've encumbered
 16 or actual expenses, the project summary, the
 17 justification of the project. So you'll basically
 18 have a little book to review with the picture of the
 19 project. It's different than what we've shown you
 20 in the past with a data sheet, but it will be -- our
 21 hope is to inform you through sheets that would
 22 really identify the project.
 23 Tonight we could have actually, if there
 24 was a lot of questions or concerns on a project,
 25 like a closeout or something, staff can work with

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1 the Capital Investment Committee on what a dollar
 2 threshold might be on a closeout discussion or
 3 report.
 4 But we want to bring that book to you or
 5 the data to you so when we have the report, like we
 6 saw this evening, it is actually useful, and we can
 7 look at the projects, understand, refer back to the
 8 justification, we would have narratives in there,
 9 why it would be carried forward, and what the status
 10 of the carryforward would be.
 11 So, I just wanted to comment on that
 12 briefly.
 13 CHAIR DENT: Thank you for that
 14 clarification and additional information. That
 15 would be very helpful for all of us.
 16 MR. BANDELIN: One item of note is I
 17 talked to our marketing director, Mr. Raymore, and
 18 as the results for the IVGID Magazine, the survey,
 19 aren't closed until October 31, that we will be
 20 bringing that back on the December 13th meeting, so
 21 we can make sure we compile the data correctly and
 22 provide a really precise report.
 23 We did talk about the other item of the
 24 POS coming back with a recommendation from staff.
 25 That will happen on the November 8th.

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1 have a long discussion on that, on the way the
 2 survey's been left open so people can comment
 3 multiple times and you can keep pushing for the
 4 right answers. Let's be very clear that what comes
 5 to the Board is properly validated so we don't just
 6 waste time on something.
 7 TRUSTEE SCHMITZ: As we talked earlier, it
 8 is possible to have the NV Energy on the November
 9 8th? I know you've been doing work with NV Energy.
 10 Would they be able to be in attendance at that
 11 meeting? Do you think it's important for them to be
 12 in attendance?
 13 MR. BANDELIN: Yes, I can speak to that.
 14 Actually, I was -- as noted in that email I sent,
 15 the correspondence I sent to some of the homeowners
 16 up in the Bitterbrush neighborhood, I was actually
 17 able to get on a call with the senior project
 18 manager this afternoon. And then also just before
 19 attending this meeting this evening, a meeting with
 20 another member of that project management team that
 21 has been fielding some correspondence or, I will
 22 say, complaints through the TRPA. So we plan on
 23 getting on a call as early as next week to be able
 24 to discuss.
 25 And then what I think I'll do is I will

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1 I'm a little bit remiss. It looks like we
 2 got cut off on the January meeting, but happy to
 3 take some notes if there's anything we'd like to see
 4 on there. I might comment on a couple of the --
 5 what we have identified as Board of Trustees reports
 6 or policies, and that's the discussion on creating a
 7 policy on language. And also the practice, Board of
 8 Trustees practice, All You Can Play Pass review. If
 9 there's any comments I can note for assembling the
 10 packet, that would be helpful.
 11 CHAIR DENT: Any questions or comments for
 12 agenda items for November 8th?
 13 TRUSTEE TONKING: Can we move the All You
 14 Can Play Pass review to the December 13th meeting?
 15 We're having a November meeting, and I think it
 16 would go well with the report to the Golf Advisory
 17 Committee. If that's okay?
 18 CHAIR DENT: Sounds good.
 19 TRUSTEE TULLOCH: I just, on moving the
 20 IVGID Magazine survey results, can you assure that
 21 marketing manager -- and I think you said
 22 "director," I don't think he's been promoted
 23 recently. I think he is still marketing manager
 24 Raymore, that he provides the proper validation and
 25 the proper analysis of the results, because we did

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1 share with them what we heard this evening through
 2 the live stream. And they had actually asked this
 3 afternoon if they could get on either the November
 4 8th or the December 13th meeting. They're not
 5 exactly sure which one they would be prepared to
 6 come to.
 7 But I'd like to continue the conversation
 8 with them to -- and then I'll share with the Board
 9 what their direction -- they had talked about this
 10 afternoon about providing a presentation, and I just
 11 would like a little bit of time to discuss what that
 12 would look like because I want it to go in the right
 13 direction. I think you know what I'm talking about.
 14 CHAIR DENT: I would agree with interim
 15 General Manager. I received a phone call today too,
 16 and the discussion was around a presentation.
 17 I think we need to have further discussion
 18 before we just put some presentation on the agenda
 19 for November 8th. I think we need to have answers
 20 for our community members and potential direction.
 21 I think November 8th might be little too quick.
 22 There is no work being done, just so
 23 everyone -- work's done for the season. Nothing's
 24 happening until next year. We have to give a 90-day
 25 notice to terminate the agreement, so we do have

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1 some time, but we need to work through and get
 2 answers before we can just bring forward an agenda
 3 item.
 4 Let's plug in the 13th as a target.
 5 TRUSTEE TULLOCH: I just -- I understand
 6 they'd like more time, but, personally, my feeling
 7 is this issue has become so high profile in terms of
 8 what's happening. NV Energy, when their
 9 representative came here the initial meeting, we did
 10 stress very firmly the need for them to reach out
 11 and communicate and let the community, the impacted
 12 community know. They have appeared to have
 13 completely ignored all that.
 14 Personally, I would push very strongly to
 15 have them here on November the 8th, rather than let
 16 it just fester away until December the 13th. If NV
 17 Energy can't get their act together in that time,
 18 there's something wrong.
 19 CHAIR DENT: I agree with you. However, I
 20 will just say let's you and I have a discussion
 21 offline on this, and if we can bring it forward by
 22 the 8th, we will. I understand this is high
 23 priority. I think we've all felt it. We get all
 24 the emails. We understand the concern.
 25 We do have time on it, and we have some

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1 stuff internally that we need to work through. I
 2 don't think this is necessarily just an NV Energy
 3 issue. You and I can talk about this offline.
 4 TRUSTEE SCHMITZ: So, there's number of
 5 things that have just not come back on to our
 6 schedule, and I'll go through the list.
 7 Ordinance 7 recommendations. The beach
 8 season wrap up. We have learned about some deferred
 9 maintenance at the Recreation Center, specifically
 10 about a diving board, but there may be other
 11 deferred maintenance that wasn't put into the budget
 12 that we need to be on top of it. Our goal is to
 13 maintain our facilities, not defer maintaining them.
 14 And the other thing that isn't on here is legal
 15 services. We have not seen anything. Our utility
 16 master plan was supposed to be complete. We had
 17 talked at our last meeting about making revisions to
 18 the pricing pyramid. I don't see that reappearing.
 19 Waste Management was another one that was supposed
 20 to come back to us at some point in time. We talked
 21 about the need to talk about our five-year plan. We
 22 haven't had a golf season wrap up, and maybe that
 23 will be with the golf recommendations. But for over
 24 two years, we have not had contracts and our MOUs
 25 put on our calendar, and we need to get that on our

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1 calendar.
 2 I believe at the next meeting, Anne,
 3 you're bringing back the policy for privileged
 4 documents. That will be November the 8th.
 5 MS. BRANHAM: That is correct. I would
 6 like to remind trustees, if they haven't already, to
 7 send me any comments. If you have no comments,
 8 that's fine, just let me know you have no comments.
 9 TRUSTEE SCHMITZ: Right.
 10 Then we have to bring the mowers back
 11 on -- whichever is appropriate. And we also wanted
 12 to schedule, potentially, another town hall. So --
 13 and then when we get the survey results from the dog
 14 survey.
 15 We have a number of things that we -- it
 16 just hasn't come back on to our calendar.
 17 CHAIR DENT: Thank you. Feel free to
 18 provide us all your list too. I know you did it
 19 verbally, but it would be helpful so it doesn't slip
 20 through the cracks. Heidi would probably like it.
 21 She might have missed a few things.
 22 TRUSTEE SCHMITZ: Well, and what happens
 23 is things go on -- here's what happens: Things go
 24 on to this parking lot, and they just sort of
 25 sometimes are forgotten.

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1 So these are things that, when I read the
 2 meeting minutes or what have you, it's things that
 3 were discussed at prior meetings, we were going to
 4 take action, make revisions, but then we don't get
 5 them on to our calendar to bring them back.
 6 I'm not trying to load up our agenda, but
 7 there are a number things that we have outstanding.
 8 MR. BANDELIN: I will just add to that
 9 list, on November the 8th meeting, the last item,
 10 that staff report from parks and recreation, I
 11 didn't really -- I'll tell you that we're hitting on
 12 a lot of those, beach wrap up, diving board, and
 13 other items during that report. I didn't really
 14 list out everything that the report was going to
 15 include.
 16 TRUSTEE SCHMITZ: The other thing we had
 17 on here that I was reading the meeting minutes, we
 18 had winter operations as well, but I think we can
 19 talk offline about that before we put it --
 20 MR. BANDELIN: I think you'll see that in
 21 that staff report for parks and rec.
 22 CHAIR DENT: Perfect. Anything else with
 23 long range calendar?
 24 TRUSTEE NOBLE: For the November 8th
 25 meeting, I'd like to put on, the staff -- given your

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1 answer to number 141, the staff complaint that we
 2 received back in July with regards to Trustee
 3 Schmitz's interactions with the Rec Center staff
 4 back in May, I'd ask that it be put on a meeting on
 5 --
 6 TRUSTEE SCHMITZ: Point of order.
 7 CHAIR DENT: What's the issue, Trustee
 8 Schmitz?
 9 TRUSTEE SCHMITZ: I mean, this is
 10 something that legal counsel is in the process of
 11 reviewing. This is not something that gets
 12 agendized because someone is deciding to talk about
 13 something that legal counsel is in the process of
 14 handling.
 15 CHAIR DENT: Understood.
 16 MS. BRANHAM: What I would advise is that
 17 in the event that it becomes appropriate for it to
 18 come before the Board, we will be sure to let you
 19 all know. But we did --
 20 TRUSTEE NOBLE: So --
 21 MS. BRANHAM: -- HR side.
 22 TRUSTEE NOBLE: So, counsel, the July 1
 23 email that we got from Mr. Nelson asked if any of
 24 the four of us wanted to put it on a board meeting,
 25 and July 27th, I asked for that. And I've asked for

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1 it on multiple occasions since then.
 2 At this point, I'm at a loss as to when
 3 I'm going to have an opportunity to bring it forward
 4 because it's -- I thought -- I've been more than
 5 patient for the last three months, asking about
 6 this, and I don't know what else to do at this
 7 point.
 8 So that's why I'm asking that it be put on
 9 the November 8th meeting so that counsel could
 10 finish whatever they're going to finish because it's
 11 been slow rolled for last two and a half months, in
 12 my opinion.
 13 CHAIR DENT: And as you're aware, counsel
 14 dropped the ball on this, and that's why it's been
 15 slow rolled. There was a meeting set up, and it was
 16 accidentally canceled or missed by legal counsel.
 17 So staff is working through completing the process.
 18 TRUSTEE NOBLE: And so, perhaps, they can
 19 finish that so we can have it on the November 8th
 20 meeting.
 21 CHAIR DENT: I'm not sure it will be able
 22 to be ready by then, but if it is a recommendation
 23 of staff, then that's what we would do.
 24 TRUSTEE NOBLE: It's actually not a
 25 recommendation of staff. It would be legal counsel.

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1 CHAIR DENT: I understand.
 2 TRUSTEE NOBLE: Okay.
 3 MS. BRANHAM: Let me take a look on my
 4 end.
 5 TRUSTEE NOBLE: All right. I'll keep
 6 bringing this up, every meeting, until we have a
 7 decision on when we're going to actually address it.
 8 CHAIR DENT: If we are.
 9 TRUSTEE NOBLE: Well, no. It's a
 10 recommendation that we would, so if --
 11 TRUSTEE SCHMITZ: No.
 12 CHAIR DENT: There is no recommendation
 13 yet. There's -- staff is investigating -- legal
 14 counsel is looking into this, and once legal counsel
 15 is done, legal counsel will give their
 16 recommendation to the Board. So, we can talk about
 17 this offline, if you would like, but I don't want to
 18 be talking about issues we shouldn't be talking
 19 about publicly.
 20 TRUSTEE NOBLE: I'm just looking at the
 21 email we got from Mr. Nelson, and it says --
 22 CHAIR DENT: I understand. It says right
 23 here "confidential statement."
 24 TRUSTEE NOBLE: -- "Please let me know if
 25 you would like to agendize an item in this regard."

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1 CHAIR DENT: I understand.
 2 TRUSTEE NOBLE: I've asked.
 3 CHAIR DENT: We're working through the
 4 process.
 5 TRUSTEE NOBLE: And I will continue to
 6 ask.
 7 CHAIR DENT: I understand you will
 8 continue to ask, but you've been updated about this
 9 before the meeting, and you were just updated again
 10 about this. Okay? Thank you.
 11 Any other items for the long-range
 12 calendar?
 13 TRUSTEE SCHMITZ: I just have one request.
 14 I think were doing general manager reports at the
 15 beginning of the month, so in that general manager
 16 report, will we have the public records requests
 17 published in that? Because haven't seen one of
 18 those lists for awhile, I don't think.
 19 MR. BANDELIN: Yes. I kind of need to get
 20 caught back up on that. We just -- because we had
 21 the town hall, and I didn't include the venue status
 22 reports for --
 23 CHAIR DENT: We didn't expect you to, so
 24 understand.
 25 MR. BANDELIN: On November 8th, we'll have

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1 quite a bit of documents.

2 TRUSTEE SCHMITZ: Thank you.

3 CHAIR DENT: Anything else on long-range

4 calendar?

5 That will close out item I 1. Moving on

6 to item J.

7 J. BOARD OF TRUSTEES UPDATE

8 J 1.

9 CHAIR DENT: Verbal report from the

10 Capital Investment Committee chairman, Trustee

11 Tulloch, on the committee's first meeting held on

12 September 26th.

13 TRUSTEE TULLOCH: I think I actually

14 reported on this at a recent meeting. At the last

15 board meeting, I think I provided a report from it.

16 CHAIR DENT: Okay. All right. Good to

17 go. Anything else to add?

18 TRUSTEE TULLOCH: No. I'm planning the

19 next one at the moment.

20 CHAIR DENT: Keep us posted. Thank you.

21 Verbal report, item J 2.

22 J 2.

23 CHAIR DENT: Verbal report on the Golf

24 Advisory Committee, chair, Michaela Tonking, on the

25 committee's first meeting held on October 24th,

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1 2023.

2 TRUSTEE TONKING: Our first meeting was

3 held yesterday. So, I just pulled everything from

4 our August 9th meeting minutes from pages 105 and

5 106. And in there, we created a list of directions

6 that the Board gave to the Golf Committee to

7 discuss.

8 And so we really just had an interim

9 meeting this meeting. But in the beginning, coming

10 up, they're going to talk about -- we talked about

11 financial recommendations. And so under that,

12 that's going to be, once we have the financials,

13 we're hoping December meeting we'll have them to

14 show them as a group.

15 We also talked about -- capital was on

16 there, especially around cart path safety. So that

17 will be an item the committee will talk about.

18 There was an item about operational

19 efficiencies. So one thing we are going to talk

20 about at that next meeting is any recommendations

21 they have around service levels, to then guide that

22 conversation on operational efficiencies.

23 I had golf clubs and the bylaws around

24 golf clubs and golf club membership.

25 I then heard at the town hall, it sounded

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1 like there's different consensus from the Board, so

2 I just wanted to make sure that was still something

3 they wanted discussed.

4 And then the other thing I had mentioned

5 if we wanted any recommendations on the hiring

6 process, not the process, but any, like,

7 recommendations of what they would like to see for

8 the hiring. I don't know if that's something -- I

9 was not given board direction on that, but I did

10 have that flagged.

11 So, those are my two that I wanted Board

12 feedback on.

13 TRUSTEE TULLOCH: I think in the hiring

14 process, I'm not sure why the hiring process

15 wouldn't be any different than our normal hiring

16 process. I've had lots of emails telling me to hire

17 somebody as the pro in terms of that. As I've

18 pointed out in my responses, the Board is not

19 responsible for individual hiring in terms of that.

20 I didn't get a chance to attend or log

21 into your meeting. I did notice one very

22 interesting statistic in the revenue, the initial

23 revenue projections. We spent -- during the

24 earlier months of the year, we heard all these

25 comments that the golf clubs were the key component,

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1 the key revenue component. I thought it was very

2 interesting to see that the Play Passes were

3 approximately 25 percent of revenue, but the

4 resident players, just paying by the round, was 37

5 percent of revenue. It was certainly quite a

6 dramatic change from what had been projected. I

7 just thought it was interesting.

8 With regard to the bylaws, I think, yes, I

9 do believe the Board needs to understand that.

10 We're providing lots of facilities for the golf

11 clubs, as we just found out in a recent incident, we

12 have no contractual agreement with these golf clubs,

13 we have no visibility to what's happening with them,

14 we have no memorandums of understanding. I mean,

15 the nearest similar example is Diamond Peak's Ski

16 Education Foundation, where we have a very detailed

17 memorandum of understanding and who's responsible

18 for what and who provides for other things.

19 I think we're very exposed as a board in

20 providing all sorts of things there with absolutely

21 no understanding of who or what we're providing it

22 to and what the risk basis is, who is responsible

23 for which part of it.

24 I'm sure that came up as well. I'm glad

25 to see it's moving forward.

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1 TRUSTEE TONKING: I do want to -- I don't
 2 mean in the hiring process. I just meant if you
 3 wanted any input on how they -- what they thought
 4 the person should look like or what they were
 5 thinking. That's fine if not.
 6 TRUSTEE TULLOCH: I wouldn't do that.
 7 That might be micromanagement.
 8 TRUSTEE TONKING: The other area I want to
 9 talk to you about is the revenues are broken out by
 10 club members versus non-club members. I know a lot
 11 of people who bought Play Passes were not a part of
 12 clubs. I also know since we change the All You Can
 13 Play, some people decided just to go to day-to-day
 14 rates. People who are in clubs had surgeries, other
 15 things scheduled, summer trips, so we can't use that
 16 as a direct comparison. I do want to make that
 17 clear.
 18 And then I think -- I will have an update
 19 on the December 13th meeting. We're going to have
 20 another meeting in November. Then we'll have some
 21 initial recommendations, with no financials.
 22 Interim GM Bandelin was hoping we could have the
 23 financials for the December meeting for them to at
 24 least look at. And then do I -- if there's anymore
 25 questions, I can answer those.

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1 I also had an update on the Tennis
 2 Committee and the Dog Park Committee, if anybody
 3 needed those.
 4 CHAIR DENT: I'm just going to ask: Are
 5 you getting into any -- and maybe you said and I
 6 missed it -- service levels at all?
 7 TRUSTEE TONKING: Yeah. So I said under
 8 operational efficiencies, our next meeting is going
 9 to be what they recommend as a service level. And,
 10 again, just some idea for us to think about because
 11 I think it's an issue we discuss a lot as a board,
 12 and maybe it'll be good to hear what they like and
 13 don't like, and from their other experiences with
 14 other places.
 15 CHAIR DENT: And where we can improve,
 16 where we can add, and where we can cut.
 17 TRUSTEE TONKING: Exactly.
 18 So that's our first -- because we won't
 19 have any financials, our first ones will truly just
 20 be around service levels, and then we will compare
 21 that.
 22 TRUSTEE TULLOCH: Yep. Can I ask you, if
 23 the financials are coming back are true financials,
 24 are we going to see something like season
 25 financials, which missed out six months of fixed

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1 costs and things as well?
 2 TRUSTEE TONKING: I'm hoping that we can
 3 actually do it as a year financial. We'll do it as
 4 a year financial. How we get that year, we might
 5 put this past spring into that as another
 6 comparison.
 7 TRUSTEE TULLOCH: Yes. As long as you see
 8 a 12-month. I've noticed that before, we produce
 9 these wonderful figures for the season, but then we
 10 forget the six months, 2 or \$3 million.
 11 TRUSTEE TONKING: Definitely we will do a
 12 yearly financial.
 13 TRUSTEE SCHMITZ: I think the reason why
 14 we were asking for the bylaws is because of legal
 15 counsel's concern about potential discrimination,
 16 that sort of thing, and to be residents. And so I
 17 think that is important.
 18 One of the other things I don't think we
 19 documented anywhere is how do you become a club?
 20 What you do to become a club? What's the criteria?
 21 I think that would be helpful as well.
 22 And, really, I think there's a lot that we
 23 learned, especially through learning about Golf
 24 Genius, that we didn't realize, as a district, how
 25 we were exposed. So that came up in the point of

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1 sale discussion as well, to talk about there's needs
 2 that Golf Genius provides, but it also is giving us
 3 some challenges from the requirements of being a
 4 governmental agency.
 5 TRUSTEE TONKING: That's great. I did
 6 actually put technology as a potential conversation,
 7 not like technology overall, but what technology
 8 they see in the golf. Throughout our conversation
 9 yesterday, conversation in the year-end wrap up,
 10 there was a lot of conversation around, like,
 11 systems, and so I did throw that --
 12 CHAIR DENT: It would be helpful to fully
 13 understand what services the District is providing
 14 the clubs, because, I mean, as we became aware
 15 during this Golf Genius process, legal counsel is
 16 unaware, some of staff, we were completely unaware.
 17 It would be nice to actually have a list
 18 so we're all informed and not caught off guard by
 19 another, potential, legal issue like Golf Genius.
 20 TRUSTEE TONKING: I think it's just to add
 21 golf club conversation. I think notes. Yep.
 22 TRUSTEE SCHMITZ: And just be aware at
 23 some point, that information will be important for
 24 the point of sale assessments. So what you're doing
 25 with some of that work, it'll potentially be ready

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1 and available and helpful.

2 TRUSTEE TONKING: Thank you.

3 Should I do tennis? Or does anyone have

4 any more questions? Am I allowed to because it's

5 not noticed?

6 CHAIR DENT: We're just -- I don't think

7 so. Next time -- we'll put it on next time. That

8 closes out item J 2. Moving on to J 3.

9 J 3.

10 CHAIR DENT: Contracts review by Trustee

11 Schmitz, per Policy 3.1.0. Can be found on pages

12 305 through 309 of your board packet.

13 TRUSTEE SCHMITZ: Thank you. One thing I

14 wanted to make you aware of, the NV Energy contract,

15 it was just learned today that staff did not sign

16 that contract, and they haven't been billing on the

17 contract. So, that's how I lead my contracts

18 discussion off. That is being corrected. And it

19 will be billed for what was done over the

20 summer months.

21 So -- but over the past couple months, the

22 pages that have yellow highlighting, there's like

23 three or four of them, these are the most-recent

24 contracts that I reviewed, and I highlight things in

25 yellow where there's either an issue or a question.

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1 And one of the things, if you turn to page

2 2, and it's a PO, it's dated 9/27, for GSO3

3 services, the PO had no date on it. And that is --

4 I didn't know whether that was an issue or a

5 problem, but Director Magee said, yes, that is a

6 problem, that if I see any more POs that don't have

7 dates on them, I need to bring them to his

8 attention.

9 A couple of the contracts had language in

10 them that were due to backdating of contracts,

11 which, again, is not best practices. Legal counsel

12 has been working on that.

13 The contracts on 8/30, with the

14 TechnoAlpin, that's a large one, and it was for over

15 \$413,000, and that contract was -- had its signature

16 page swapped. The signature page was dated prior to

17 the completion of the final contract.

18 So these are some of the issues that were

19 working through. We're still finding situations

20 where exhibits are either referenced and not

21 included or not referenced. We're still having

22 issues with using the template and making sure that

23 exhibits are, if they're referenced, they're

24 actually included. That's being addressed.

25 And both Director of Finance Magee and

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1 General Manager Bandelin have both become engaged

2 and involved in this process because we've been

3 doing this for ten months now, and we're still

4 having errors. So, they are getting more involved

5 with the process, because I would like to work

6 myself out of this job.

7 And they both told me that there shouldn't

8 be nearly this many emergency-type contracts, that

9 we need to do a better job of planing so that things

10 are note at the last minute, because that's when

11 errors happen. Right? People are rushed and

12 they're doing work in a fast manner.

13 CHAIR DENT: I think some of those

14 emergency contracts, you're getting a call on the

15 same day.

16 TRUSTEE SCHMITZ: Yes.

17 CHAIR DENT: Because you don't have

18 anything else to do except do this.

19 TRUSTEE SCHMITZ: Yeah.

20 So we're still working through things, but

21 we need -- it needs to be better. And everybody is

22 acknowledging that, so Bobby -- Director of Finance

23 Magee is looking at some contract management

24 software and some other ideas that he's seen

25 implemented.

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1 But the process, it's just not working,

2 and it has to get fixed, it has to be improved

3 because it's putting the District into too much

4 contractual risk. We still have things where it's

5 time and materials schedules had been missing, that

6 sort of thing.

7 So -- and I have updates on other things,

8 but if I'm not allowed to, per the agenda, I will

9 not.

10 CHAIR DENT: Anne, do you want to weigh in

11 on that? Typically we never have a stated agenda

12 for the Board of Trustees updates. We just have

13 Board of Trustees updates and --

14 MS. BRANHAM: Yeah, I mean, the fact --

15 CHAIR DENT: I think it would be better to

16 leave it more vague next time?

17 MS. BRANHAM: Right. I just wouldn't want

18 anyone to think that looked at this and thought

19 these were the only topics that would be discussed.

20 TRUSTEE SCHMITZ: Okay.

21 CHAIR DENT: Next time we won't be so

22 detailed with the Board of Trustees updates.

23 Understood.

24 That will close out item J. Moving on to

25 item K.

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1 K. FINAL PUBLIC COMMENTS

2 MR. DALTON: Jack Dalton, 980 Cart Court.

3 First, I want to congratulate, quote, the

4 winners of the recall. I don't know if you'd say

5 it's a recall, but there's an important point here.

6 We don't have information. IVGID doesn't give us

7 information. I mean, the magazine, we can't have

8 this in here. Facebook is controlled. I'm not a --

9 I'm only on Nextdoor. I'm not on Facebook, but I

10 have friends that are not necessarily supporters of

11 -- were supporters of the recall, but said it's so

12 biased. So, the social media in this town, I mean,

13 there's a country-wide, world-wide about the things

14 that social media has done. But I don't have an

15 answer, but it's real problem.

16 I would like -- I am interested in some

17 timeline of when the forensic audit would be done.

18 The other -- my understanding from the last meeting

19 that we had, that the estimated time for what

20 Mr. Magee was finished would hopefully be the end of

21 November. Hopefully. He didn't promise. He said

22 "hopefully." And I think the timeline was that.

23 And then after that, the forensic audit, is that

24 timeline still potentially on the line? Or not?

25 I'm asking. No comments. Okay.

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1 Well, then we'll have them -- we won't

2 talk about the community meeting about information.

3 I got there right at time. And the first thing I

4 noticed was the recall people that were -- my

5 understanding -- let me refresh that. There's going

6 to be a memorandum of understanding, said today,

7 about release of privileged information next week or

8 next couple of weeks. But that they -- which I am

9 waiting for in baited breath.

10 But there was recall sign out in the

11 front. I'd like to know how it got there and it

12 doesn't happen again.

13 The next thing is that one of our

14 community members was anti-recall, her stuff got

15 ripped up, and the people of the recall put down two

16 pieces of paper, which was on all of the seats. I'd

17 like to know -- can't do anything in the past, but

18 I'd like to make sure that, whenever the Chateau is,

19 we don't have this release of information.

20 MR. DOBLER: Cliff Dobler, 995 Fairway.

21 I've been working on this pipeline since

22 2015. Today, Ms. Nelson asked for me to give her my

23 history that I've kept on it from day one up to now.

24 Let's make this very simple. The pipeline has two

25 segments. It has a 17,000 linear foot section that

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1 is welded steel joints. Okay. That is not a

2 problem. And Matt says it will last ten to 15

3 years. Going south, there is 13,000 feet weld where

4 the breaks are because that's a bell and spigot

5 joint, that's shoving a pipe into another pipe, and

6 it's not welded or anything like that, and that's

7 where the joint failures are happening. Now, this

8 last year, there was 5,500 feet done. They did

9 3,000 of that section.

10 So it's my recommendation, because this 14

11 percent is ridiculous, you can look through any

12 information from the government, a CMAR fee should

13 be anywhere from three to six percent, that we just

14 have them get a contract just for segment three,

15 which will be 10,000 feet. And that's what they can

16 get done next year, and that was the plan to get

17 done.

18 And then that gives you a year and a half

19 to decide what you want to do on the steel joints,

20 which is 17,000 feet that is not a problem. Okay?

21 So the idea of going to out -- and these

22 two people want to have -- want to pay 14,000

23 because it's not their money, is the wrong -- 14

24 percent is the wrong thing to do when you have 18

25 months anyhow.

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1 So go and give them -- Granite fees are

2 backed into a corner, I guess, to go ahead and do

3 that 10,000 feet, which is planned anyhow, and then

4 go and decide what you're going to do this next year

5 regarding doing the remaining 17,000 feet, because

6 it's a three year, left on the contract anyhow.

7 Now, that's a very simple thing to do.

8 It's logical to do. Then I think what you will find

9 out, being that I'm this premiere negotiator here,

10 is that you will find that 14 percent will come way

11 down. Okay?

12 But right now, you got all these scare

13 tactics. I can't help but laugh in the back room

14 about scare tactics, scare tactics, and this lady

15 over here, "I don't want to be responsible." You

16 know, accidents happen on jobs all the time and

17 mistakes are made and predictions are just that,

18 predictions. Okay?

19 So, the reality is Burdick did the whole

20 first phase, 10, 12 years ago, and they didn't have

21 a problem. And that's a very local contractor.

22 That's my recommendation. See what you can do.

23 Thank you.

24 MR. CABLE: Once again, Jim Cable,

25 full-time Bitterbrush II resident, and member of the

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1 board up there, so I do appreciate all the time and
 2 effort you guys put into this.
 3 I don't like people to state what they do
 4 for a living, but it's pertinent to this case
 5 because it's safety related. I've got 45 years of
 6 professional pilot experience, flew for a major
 7 airline for 38 years, retired as a captain on the
 8 777. Another gentleman from our neighborhood has
 9 even more experience, special safety.
 10 We were all disappointed that this wasn't
 11 on tonight's agenda. We're very disappointed that
 12 you're considering pushing it to December instead of
 13 November.
 14 I'd like to reference a comment by the
 15 professional real estate broker tonight that if
 16 someone wants to sell their house up there, you guys
 17 might want to put yourself in these shoes, probably
 18 should disclose what's going on. We've got houses
 19 for sale up there right now between 850,000 and 4
 20 million. Put yourselves in those shoes. You
 21 shouldn't push this.
 22 Following on to that, I appreciate your
 23 comments, Trustee Tulloch. And I -- since you
 24 weren't here at the first of the meeting, I hope you
 25 will take the time to listen to the comments. I

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1 think they are very valid and pertinent.
 2 I want to thank Mike Bandelin again for
 3 his honesty and integrity. There's not many people
 4 that stand up in life like that, and I appreciate
 5 it.
 6 This board should not be concerned about
 7 what NV Energy wants. It should be concerned about
 8 what is best for the residents of Incline Village.
 9 Review the video you all have. It's all there. If
 10 you want more of them, we can get them to you.
 11 Trustee Noble, I know you have done past
 12 and you do present work for NV Energy, you also are
 13 listed as the liaison to Diamond Peak. I know you
 14 recused yourself from the votes. I hope you recuse
 15 yourself from comment on the discussion.
 16 Lastly, if any of you would like to come
 17 up to our home for a bird's-eye view of exactly
 18 what's going on and how significant it is, our doors
 19 are wide open to any of you.
 20 Once again, I think you all for your time,
 21 your consideration.
 22 CHAIR DENT: Any other public comment in
 23 the room?
 24 Seeing none, Matt, can we go to Zoom,
 25 please.

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1 MS. KNAAK: Hi. Yolanda Knaak, Incline
 2 Village resident.
 3 I just wanted to thank everyone for all
 4 their hard work. And I do hope that the recall
 5 people understand that we need to them working on
 6 things too, and that we can all work together in the
 7 right direction.
 8 Thank you so much.
 9 MR. WRIGHT: Frank Wright, Crystal Bay.
 10 Listening to tonight's meeting, it was
 11 professional. I learned some things that are kind
 12 of shocking. We seem to just want to throw money
 13 away to give a CMAR contract out that is excessive.
 14 It seems like the contract with NV Energy up at the
 15 Diamond Peak landing zone hasn't been signed and
 16 hasn't been paid. Well, you know what, it's very
 17 easy to say goodbye to them, and we should. If this
 18 is something that this community does not need, does
 19 not want, and it may be up at Diamond Peak today,
 20 but it may be over your house tomorrow, everybody in
 21 this town should be concerned about this thing. If
 22 these helicopters are flying over our community on a
 23 regular basis, there's a lot of tragedy to come
 24 forward.
 25 You're worried about a drunk driver up on

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1 the pipeline, think about an aircraft over your
 2 head, every day flying over your house, carrying
 3 heavy objects, are you crazy? It's an accident
 4 waiting to happen.
 5 As a government entity, we need to stop it
 6 now. I don't want to seem them flying over my
 7 house, I don't want to see them flying over
 8 anybody's house in Incline. This has got to stop.
 9 As a board, agendize it ASAP. Get legal
 10 in this thing. Get TRPA in this thing. Get the
 11 Environmental Protection Agency in this thing.
 12 Let's stop it now and put an end to it. It doesn't
 13 need to be. It does not need to be.
 14 As far as the recallers who had some
 15 comments tonight that came with this just absolute
 16 mindless garbage they keep spewing, which has no
 17 factual basis --
 18 And, Ms. Schmitz, thank you tonight for
 19 clarifying all the things that one individual had to
 20 say about things in this community and why the
 21 recall was going forward and all the things you've
 22 done. It's amazing how they keep saying the same
 23 thing over and over and over, and from day one,
 24 those things were out and out lies. They still are
 25 out and out lies. But they seem to think that

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1 because if they keep saying them, they will become
 2 true. It's a fairytale. If anybody was ever to
 3 take those people to court for the stuff that
 4 they're throwing out there, they'd all lose.
 5 Let's put our community together. What
 6 you did tonight is good. You're working towards
 7 things that need to be accomplished, and we're doing
 8 it in a positive way. The negativity in this
 9 community has got to go away ASAP. We've got to
 10 take this community back and do what we have to do
 11 and take care of business and stop all the side
 12 stuff.
 13 Thank you.
 14 CHAIR DENT: No further callers, Matt?
 15 Okay. Trustee Schmitz?
 16 TRUSTEE SCHMITZ: Mr. Bandelin just handed
 17 me a contract that shows that Brad Underwood
 18 digitally signed the NV Energy contract on 6/20. So
 19 the information I had been provided was incorrect,
 20 and he corrected the record here.
 21 CHAIR DENT: Good to know. Great. Okay.
 22 That will close out final public comment.
 23 Moving on to adjournment.
 24
 25

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1 L. ADJOURNMENT
 2 CHAIR DENT: It is 9:17. Interim General
 3 Manager Bandelin, thank you, thank your staff. We
 4 are adjourned. It's 9:17. Thank you.
 5 (Meeting ended at 9:17 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 October 25, 2023, at
 7 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 151 pages,
 14 inclusive.
 15 DATED: At Reno, Nevada, this 4th day of
 16 November, 2023.
 17
 18 /s/ Brandi Ann Vianney Smith
 19
 20 BRANDI ANN VIANNEY SMITH
 21
 22
 23
 24
 25

INVOICE

BAVS SM-LLC
brandiavsmith@gmail.com
United States

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

775-832-1218
AP@ivgid.org

Invoice Number: IVGID 10

Invoice Date: November 4, 2023

Payment Due: November 25, 2023

Amount Due (USD): \$1,256.00

Items	Quantity	Price	Amount
Appearance fee October 25, 2023 BOT meeting	1	\$350.00	\$350.00
Per page fee October 25, 2023 BOT meeting	151	\$6.00	\$906.00

Subtotal: \$1,256.00

Total: \$1,256.00

Amount Due (USD): \$1,256.00

**PUBLIC COMMENT, IVGID BOT MEETING 10/25/23
KAYE SHACKFORD. DONNA DRIVE.**

My comment is for Sara Schmitz. Over 2200 of your neighbors signed the petition to recall you. More would have, but they hadn't voted in the 2020 election. And it's not over yet. We've concluded you are endangering IVGID, our community, our way of life. ~~[Worst case scenario, you'd never be re-elected to the Board, and you retain the distinction of being the most despised woman in Incline.]~~

Though your individual decisions and actions have been destructive and despicable, it's your underlying mindset that truly sickens us.

For example, the arrogance behind your "no" vote on the Rec Center. You were overheard telling a confidant you would vote "no" on the design because the Duffields would never risk their reputation in the community by withdrawing their offer.

Or your elitist drive to turn Incline into a gated community. I was at the Conversation Cafe when you proudly told us of your plans to build a wall to close off our beaches - even in winter - so only people with keys could get in. You said the initial stage would only cost \$200,000.

Or the chutzpah of walking your goose-chasing dog on the beach this summer at mid-day, even though rules require only early morning. I'm told you walk your goose-chasing dog on a leash because he's blind and quite incapable of chasing geese.

Or the meanness of denying our kids access to the beach for one day of Water Safety training with the Fire Department, a tradition that existed for almost 30 years before you said "No" because some kids don't have passes. All our kids need to learn water safety. You may be estranged from yours; don't let it affect how you deal with ours. You provide free access to **dogs** at the beach for one day a year...but not our kids? I doubt if the dogs have passes.

Or the disdain you showed for our employees by withdrawing Silver and Gold Cards from folks who had worked for IVGID for 10 years, 20 years, to qualify for them. Your removal of a long-standing "perk" shut off their access to all our venues. So a 30+-year IVGID employee - one of our very best - now can't go to the beach.

And I hear you demanded that our non-resident employees who work at the beach not only can't go to the beach but now must get **off** the beach during their lunch hours.

Sara, the sense of entitlement and lack of empathy that underlie these acts are disgusting...and somehow pathetic. Getting you off the Board, ~~sooner or later~~, will let us reclaim and rebuild a sensible community, an inclusive community, a caring community.

And now we've noticed that your body gives you away when you tell lies. It is absolutely fascinating, watching you lie. There is some tiny spark of decency in your body, but you keep overriding it to destroy all that is good and decent in IVGID. How truly pathetic.

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

It is amazing that a simple task cannot be accomplished by IVGID staff. Trustee Tullock has asked about 3 or 4 times to have the budget reports fonts expanded so they can actually be read.

With my magnifying glass I noticed in the CIP report that the Rec Center locker rooms ran over budget by \$207,608. No comments on why or how and no explanation why Board approval was not obtained.

The budget was originally \$800,000. In 2022 & 2023 \$61,000 was spent on design and Staff bloat leaving \$739,000. In April, 2022 a single bid was received from Brycon for \$871,000 and with a 10% contingency and other staff fat the board approved an increased budget to \$975,000.

Guess what, the actual costs were \$1,177,000 representing a \$207,000 cost overrun. With the overrun and contingency in the budget Brycon exceeded the contract by a whopping 34%. No mention Why? And what about a close out report.

Now the effluent pipeline is always fun. 70 pages to buy 6 lawn mowers and only 8 pages on revised estimates and bids to complete the pipeline. There is no detailed comparison with previous estimates, no results of subcontractor bids, no cash flows, no line item breakdown of the revised budget and believe it or not no indication of what is Granite's portion.

Then we get the false statements on available funds. So untrue. \$36.98 million requires a new loan be processed and approved, \$1.6 million in EPA grant funds have been approved but not appropriated and \$15.4 million in cash intended to be restricted but never was. Is it there?

The biggest lie is the "previously agreed" 14% CMAR fee with Granite. There is no agreed fee. If so, produce the contract. The law is simple. "Nothing signed nothing said" and the long standing "statute of frauds" theory that if an agreement is not in the four corners of a written document then the agreement does not exist. Everyone appears to be dancing around the subject but no one can find a piece of paper that would confirm the 14% fee. If you want to pay the exorbitant 14% fee amend the existing Granite contract. Don't leave it blank.

The idea that the non existing fee was reduced because IVGID bought some pipe is baloney for a \$50 million deal. As I have said many times, IVGID needs a qualified contract administrator.

Lastly, it was my understanding that 4 CMAR contract were to be awarded over four years. Why are we planning to award one contract. Only segment 3 consisting of weak bell and spigot pipe joints needs immediate replacement. The welded steel pipe in Segment 2 can wait for years.

Public Comment of Diane Becker, full time Incline Village resident. October 25, 2023 IVGID Board of Directors meeting.

like that of Kaye Harford

The comments that continue to be made by the Recallers today are very divisive and damaging to the community.

The Recallers failed to follow the very clear laws on recall elections set forth in the Nevada Revised Statutes **and the Recall has failed.** I respectfully ask the Recallers **for the good of the Incline Village community** to stop their attacks and diatribes and threats.

For those Recallers who sincerely believed in the cause, **lose with honor.** For those of Recallers who continue to act out of ill will, who continue to spread false and misleading statements and who did not follow requirements of the NRS on Recall petition signing and filing, **accept that your efforts have failed.** Only simple basic rules had to be followed by you to avoid failure and that failure is solely **on you Recallers,** not on Trustees Schmitz and Dent.

For those Recallers who continue to call for Trustees Schmitz and Dent to resign, I urge that you stop your attacks and efforts now. Trustees Schmitz and Dent are our duly elected representatives and **you Recallers are not.** While Trustees Schmitz and Dent spent the entire Summer and Fall under brutal personal attacks by you, they continued to fully and faithfully serve us the public, they prepared for every single IVGID Board meeting and clearly had read every page of the voluminous Board packets, Trustee Schmitz continued to read and get corrected every single IVGID contract so that it could be presented to the Board for approval, and Trustee Dent continued to handle all of the meetings with IVGID staff and other duties as Chairman of the Board. They did not shirk a single hard decision or ignore the smallest detail. Please let them concentrate only on serving us the public, without being diverted, for the short period of time that they have left to serve until their terms expire next year.

And as to the Recall, I have a few comments:

The recall was initially clearly ^{no part} about upset with the departure of the former General Manager Indra Winquest, who had requested a severance from the District in advance of his upcoming public review. We have now seen that there was mismanagement in a number of areas and that **he was not forced out** but that he asked for and chose to leave with a huge 1-year severance payment. He is a very likeable man but his leaving is not a reason for the recall.

Then the recall was about employee upset about what was described as micromanagement of our supposedly outstanding Senior Management "dream team." Anyone with any business knowledge knows that it is not ok and normal for an organization with the sizeable revenues of IVGID to fail to reconcile monthly bank statements for 14 months, or to have a critical accounting software system take years to implement or to not reconcile cash at the venues, etc.

We have now seen that while the majority of the IVGID employees are good hard-working people, there was mismanagement and errors at the Senior Management level that needed to be corrected in areas including accounting, contracting, failure to follow Board Policies, beach access procedures, etc. These have been or in the process of being corrected, and change is always hard on a business at all levels of *their* employment. These necessary changes do not mean that the Trustees or the public do not appreciate

↓ to employees

and value our IVGID employees. It is sad that between the rumors spread by the Recallers and by the departing Senior Management, the employees have been caught in the middle and pressured.

Then the recall was about employee upset about the lack of beach access. There is insufficient time to discuss this other than to say that \$65,000 was paid for a fully researched and analyzed legal opinion from a law firm, and that opinion said that based on current law, IVGID could not give employee beach access and that to protect our parcel owner rights to private beaches and beach deed rights, employee beach access needed to be terminated. Following legal advice of counsel to protect our private beaches is not a reason for a recall.

October 25, 2023

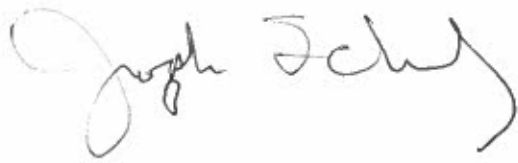
We have been forced to go through a recall petition to remove two of the sitting Trustees of IVGID. While this process is a legitimate one, the recent one was flawed and dishonest from its inception. The grounds of the recall were based on personality and not on criminal malfeasance, a basis on which we all would have supported a recall.

Instead, the backers of the petitions, a central figure being a recently termed out president, and other significant supporters including current and previous trustees, created a fictional scenario of board over-reach, "micromanagement" and "a toxic work environment." Further, they tried to capitalize on unfounded and often repeated rumors such as privatizing all community assets, sale of community assets and the vindictive withholding of beach access for non-resident employees. All of these accusations remain unproven to this day, however, these exaggerations took on a life of their own by constantly being repeated and whispered about by the supporters of the petitions.

It should be obvious, except to the most biased, that these efforts would fail, because the vast majority of the voting community would have voted to reject the recall if an election had occurred. The promoters, with great bluster and fanfare, could not even gather one-fourth of the eligible voters to sign their petitions.

It is remarkable and noteworthy that the demeanor and grace which the targeted trustees conducted themselves during this process should be a model for all of us to emulate. Contrast that with the slanderous, vindictive and scurrilous manner in which a few community members

have spoken and probably will continue to act and speak during these periods of public comment. The only outcome of this effort has been to divide a community which has so many thoughtful, caring, educated and experienced individuals as residents. Now that this debacle is (hopefully) behind us, we can all come together to help guide our elected leaders to establishing an efficient, productive and harmonious Incline Village.

A handwritten signature in cursive script, appearing to read "Joseph F. Schuy". The signature is written in dark ink on a white background.

IVGID Meeting 10/25/23

Kristie Wells, Incline Village resident

I am submitting this comment to be attached to the minutes of this meeting.

First, a quick note on everyone's favorite subject - the campaign to recall Trustees Dent and Schmitz. There have been several posts across social media claiming that the recall campaign is dead. It isn't.

The campaign secured 2,140 signatures for the Petition to Recall Trustee Dent and 2,216 for the Petition to Recall Trustee Schmitz. The campaign knew some signatures would not be eligible for various reasons, and worked hard to gather hundreds more signatures than the 1,801 needed to move this to an election. There was plenty of cushion. Or so everyone thought.

Yesterday, Washoe County completed the signature verification process and confirmed a total of 1,726 valid signatures for Dent and 1,687 valid signatures for Schmitz. They stated the recall efforts fell short, by a total of 189 signatures for the two petitions combined. So close.

Questions remain about the signature verification process and the status of the almost 300 signatures that still had to be cured. I expect the Recall Committee to provide an official update on the campaign in the coming days. I want to thank all the volunteers who contributed their time and resources in support of the campaign. Your work put a spotlight on the negative impact these Trustees have had on the District, and I promise you that replacing members on this board remains a priority. It is far from over.

Ok, moving on to the agenda items tonight: It is great to see this board starting to discuss capital improvement projects on a more regular basis, even if tonight's update from Trustee Tulloch does not seem very meaty. Community members have repeatedly asked you to invest in Snowflake Lodge, the Beach facilities and yes, even the Recreation Center. I would suggest that instead of an update on the first Capital Improvement meeting held, which was basically an intro to the members and a review of the guidelines, that you instead provide an update about the milestones being set. When will suggestions be presented to the board? How many more surveys about the beach does the community have to fill out before you take action? Are you going to survey the community at all? We have access to incredible amenities in Incline Village, and we look forward to the board actually investing in them for the betterment of this community or else it seems the crowning achievement of Matt and Sara's tenure will simply be the passage of Ordinance 7.

With regards to the Treasurer's report, the list of checks issued used to be posted to the IVGID website on a weekly basis. This has not been done since mid July. Will this now be a monthly report added to the board packet? You say you are for improved transparency so I am curious why this process was changed?

And lastly, after months of hearing the board majority and even the Chair of the Audit Committee infer there were signs of fraud within the Finance Department, I am surprised there is not a status report on how the finance team is doing on their list of projects. This seems a little odd knowing how important this topic is to the Trustees, to the Audit Chair, and to the community. Please make sure to add this to the agenda for the next meeting. Thank you.

MEMORANDUM

TO: Board of Trustees

FROM: Trustee Matthew Dent

SUBJECT: Review, discuss and possibly act on the FlashVote survey results

DATE: January 25, 2024

I. RECOMMENDATION

The board discuss and determine if direction is needed related to the survey results. The survey results may guide the board in directing staff on the prioritization and budgeting of projects for the 2024-25 fiscal year.

II. BACKGROUND

The board conducted a FlashVote survey to gather community input on various venue potential priority projects. This was done due to the lapse in time from the completion of the master plans and to determine if the sentiment of the community remains consistent with the recommendations in the master plans.

III. FINANCIAL IMPACT AND BUDGET

The discussion and potential decisions may impact the 2024-25 fiscal year budget as it relates to Capital Improvement Projects.

IV. ALTERNATIVES

Do nothing.

Identify the priorities for staff to include in the 2024-25 budget.

ATTACHMENTS

FlashVote survey results

Survey Results: Priorities

Survey Info - This survey was sent on behalf of the Incline Village General Improvement District to the FlashVote community for Incline Village/Crystal Bay, NV.

These FlashVote results are shared with local officials

639

Total Participants

564 of 1329 initially invited (42%)
75 others
Margin of error: ± 4%

Applied Filter:
Locals only

Participants for filter:
546

Response Time (hours)

Started:
Nov 16, 2023 12:58pm PST

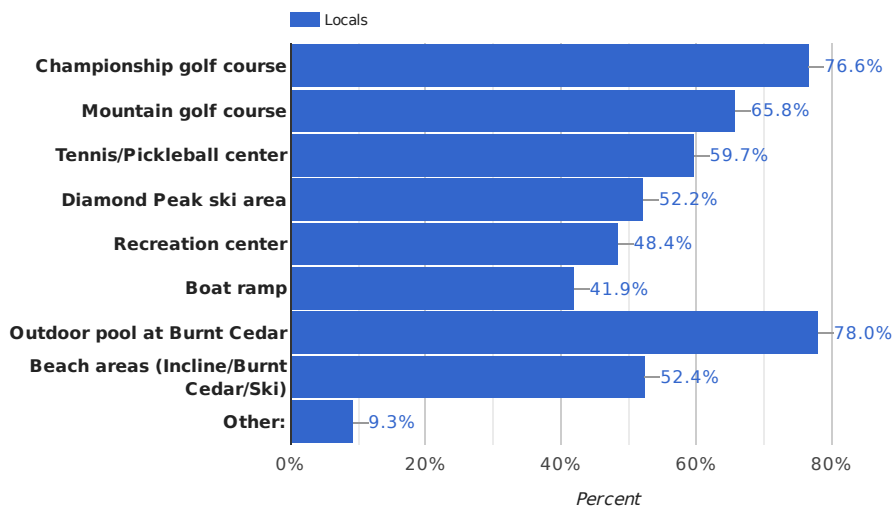
Ended:
Nov 18, 2023 11:53am PST

Target Participants:
All IV/CB

Q1 Which of the following IVGID recreational venues do you think are in GOOD ENOUGH condition, if any? (Choose all that apply)

(546 responses by)

Options	Locals (546)
Championship golf course	76.6% (418)
Mountain golf course	65.8% (359)
Tennis/Pickleball center	59.7% (326)
Diamond Peak ski area	52.2% (285)
Recreation center	48.4% (264)
Boat ramp	41.9% (229)
Outdoor pool at Burnt Cedar	78.0% (426)
Beach areas (Incline/Burnt Cedar/Ski)	52.4% (286)
Other:	9.3% (51)



Depends on the definition of "good enough" Everything can benefit from improvements. Poorly phrased

Burnt Cedar-->yes, Incline beach-->NO!

all need upkeep and refresh but not overhaul

Incline beach needs some work on bathrooms, snack bar, and bar area

The way the survey is set up you can not vote yes/no or I do not use so don't have an opinion.

I can't comment on others because I'm not a user

Just snowflake lodge at dp needs updating. Main lodge is adequate

Aspen grove and the village green is in terrible shape

Replace the Lakeview chair remodel Snowflake lodge

Tahoe Boulevard (NV-28)

All need work

DP base is good, Snowflake - not good. Incline Beach building needs work

Skatepark and disc golf course

I don't play golf, so I can't comment on those.

What is good enough? This is not a good survey it is written to anticipate an outcome.

The boat ramp is dangerous. A floating dock needs to be installed on both sides of the ramp like at Sa

The building at Incline beach house & snowflake lodge needs to be refurbished. I don't play Tennis

Preston Field

All of them

Preston Park

1932 Getters

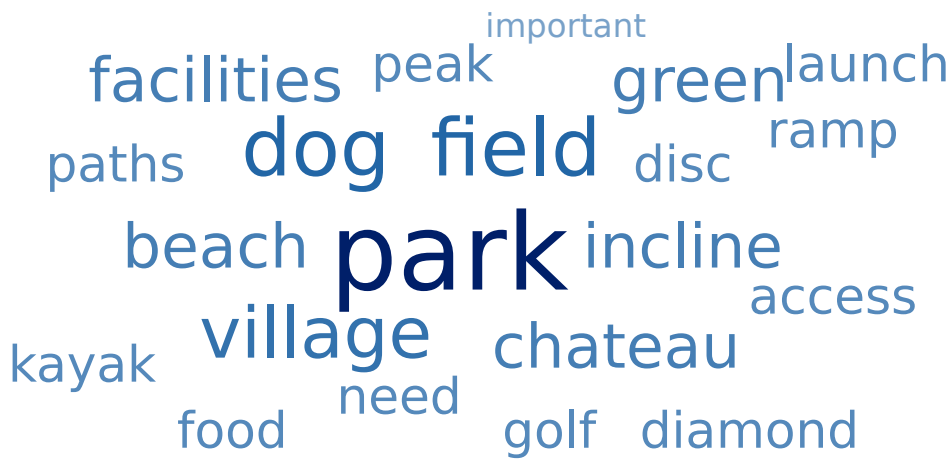
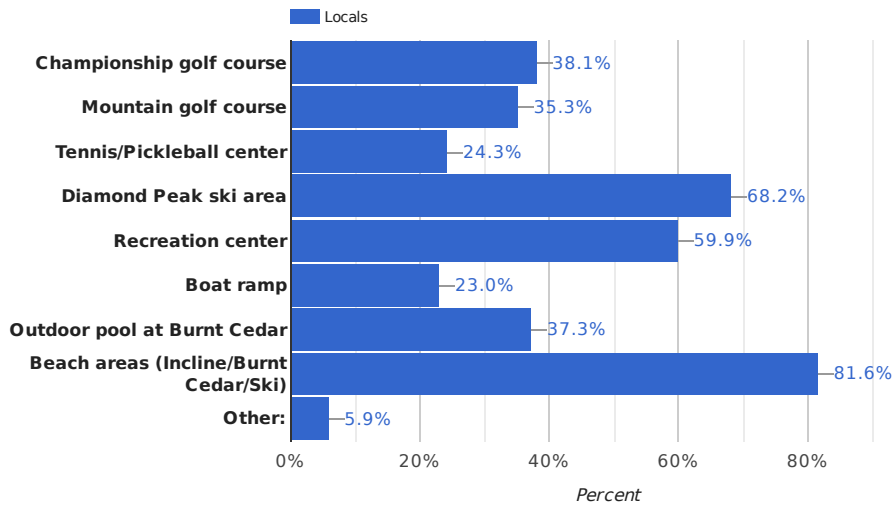
Snowflake Lodge needs renovation/replacement, and Incline Beach bathrooms need renovation

Overall, other than traffic and STR, Incline is GREAT

Q2 Which of the following IVGID recreational venues are most IMPORTANT to you, if any? (You can choose up to FIVE)

(544 responses by)

Options	Locals (544)
Championship golf course	38.1% (207)
Mountain golf course	35.3% (192)
Tennis/Pickleball center	24.3% (132)
Diamond Peak ski area	68.2% (371)
Recreation center	59.9% (326)
Boat ramp	23.0% (125)
Outdoor pool at Burnt Cedar	37.3% (203)
Beach areas (Incline/Burnt Cedar/Ski)	81.6% (444)
Other:	5.9% (32)



Facilities at Incline Beach

off season diamond peak is the most important to me

Food and bathrooms @ Incline Beach - replace them like you did at Burnt Cedar

Why is t the new pool heated in the winter for use?

None are important. Let's be honest. No one came here because of IVGID's recreational facilities.

Disc golf

Why are the parks listed? Dog park? Fields?

Walking and biking paths

does 'good enough' imply that no additional improvements are needed??? I object to the wording!!!

exercourse by the village green

Incline Disc Golf Course

Chateau

A dog park (not the temporary one)

parks

All of Them.

NA.... Wish possible though

baseball fields

Kayak racks

Ice rink

Softball fields

Preston Field/ball fields

Village Green

Hiking paths

Dog park

Much better question - except if you live in Crystal Bay you don't have access to beaches or ramp

Dog park

Would be really nice to have a snack shack available with decent food.

Skate Park

Bar at Diamond Peak; Chateau

banquet facilities at the chateau and aspen grove

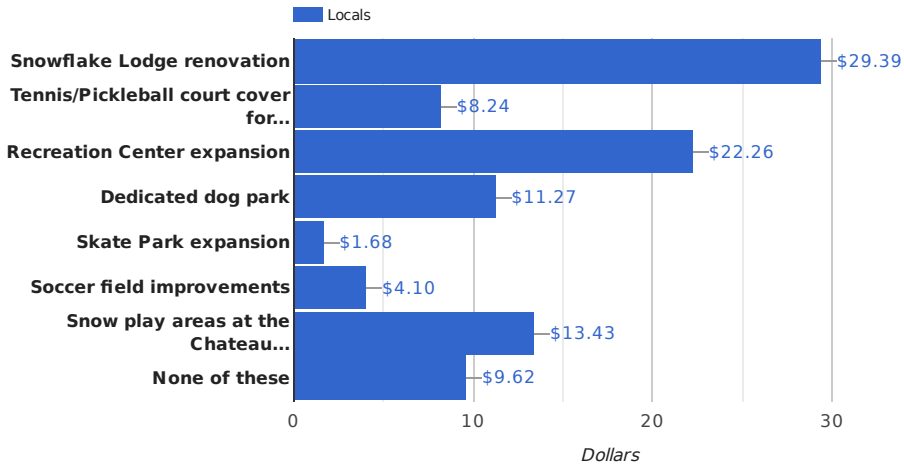
DOG PARK

PARKS and trails within the Village.

Q3 How would you spend \$100 across the following potential projects/improvements?

(462 responses by)

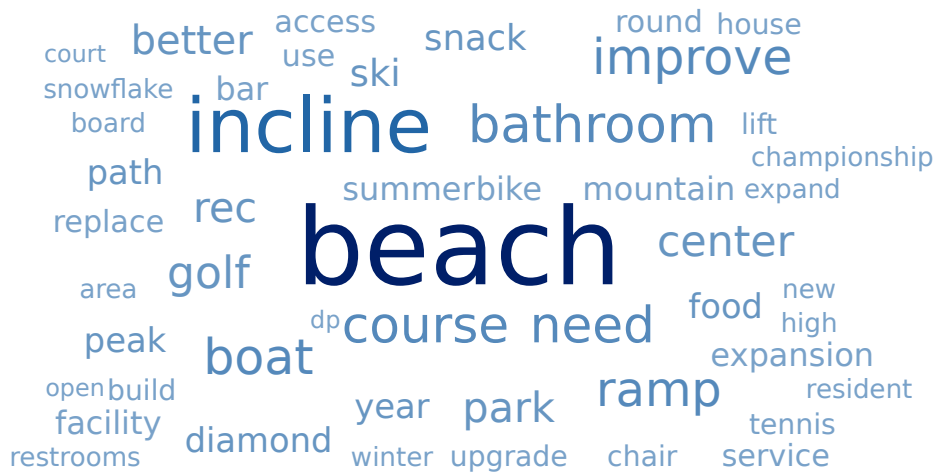
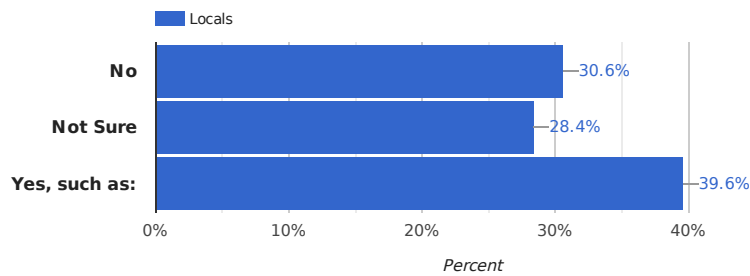
Options	Locals (462)
Snowflake Lodge renovation	29.4%
Tennis/Pickleball court cover for winter use	8.24%
Recreation Center expansion	22.3%
Dedicated dog park	11.3%
Skate Park expansion	1.68%
Soccer field improvements	4.1%
Snow play areas at the Chateau (snowshoe, sledding, cross country, ice skating, etc.)	13.4%
None of these	9.62%



Q4 Are there other improvements or changes you would make to the amenities that are most important to you?

(545 responses by)

Options	Locals (545)
No	30.6% (167)
Not Sure	28.4% (155)
Yes, such as:	39.6% (216)



Restaurant at incline beach

Hire and retain quality staff at the golf courses and let them do their jobs.

Focus on needs of teens

The retaining wall at Preston field is falling down.

Additional ski area improvements -- more snow making, backside lift, summer use -- biking, etc.

Restrict picture card access. You can only use once a day and you get a stamp.

Expand / extend boat ramp & new accounting software

Open the Chateau during winter and have an ice skating rink there.

Priorities identified in the master plans for Diamond Peak, Beaches, and Community Services.

LIMIT / BAN STRS from use of the beaches

fenced in dog park.

Removing the current Chair, Vice Chair and Treasurer of the Board! Worst in history.

We really need dedicated soccer fields. Insane that we do not have any soccer fields in this town.

New beach house at Incline Beach

protected designated wildlife corridors (along creeks), where bears (and other wildlife) are safe

Replace the snack food bar and bathrooms as was beautifully done at Burnt Cedar

Maintain championship golf course and ensure proper staffing

Porta potties are gross

More summer activities at diamond peak

sidewalk on lower section of Ski Way connecting to the sidewalk on Country Club by the church

Incline Beach womens bathrooms

Beach restrooms need remodel, rec center expansion would be nice but classes need to be upgraded

Improve / extend the boat ramp

repair of the cart paths at the Championship Golf Course

Incline Beach House, Mountain biking at DP in the Summer, backside skiing at DP,

There could be more/better restrooms at the beaches

Boat ramp

Build a dock at the ramp similar to sand harbor or hyatt

Improvements at the beaches (bathroom/changing rooms, better F&B)

Beach Dining Service

Administration Building needs to be replaced.

Be kind to the staff.

Backside terrain expansion at Diamond peak

incline beach snack area needs facelift

The administration building is outdated. Why are board meetings held there?!

Connection of walking and biking paths

The bathrooms at golf courses and beaches.

Getting crowded in the Rec Ctr room for fitness classes. Time to expand.

Upgrade the bathrooms and snack bar at Ski Beach

New bathrooms at ski beach. Better food service at ski beach

Boat ramp

More and better tennis facilities

Replace Lakeview lift with a high speed lift

Snack bar at Ski Beach desperately needs improvements

Gas grills and beach chairs at beaches

Incline Beach house replacement WITH bar, outdoor seating, and 'to order' grill

Use Diamond Peak for summer and fall activities

Mountain course

Access control system for year round beach access.

More bike lanes. Slow the traffic on Lakeshore. Maybe separate cyclists from walkers on Lakeshore

This is a completely amateur questionnaire. You should be embarrassed

Incline Beach bar and restaurant

keep champ golf course in good shape.

Better dedicated bike paths through the village. Return of free parking for residents at flume trail

Warm water Therapy pool

Beach bathrooms

More children's activities

Grill needs new management, it was run poorly last year.

Bring back BBQ at the beaches; safer, less congested kayak launches; decompartmentalize rec center.

Championship Golf Course Cart paths

Parking at beach for pass holders only everyday. Expanded beach food service

Keep the Chateau Restaurant Open all year

Additional gym for winter use

Make the beaches absolutely no smoking zones. If you want to smoke go outside the gates.

The Rec Center needs a revamp. It's dated. The equipment is dated. The space is poorly laid out.

Rebuild of the incline beach snack bar, bathrooms, tiki bar, etc.

Update bathrooms at Incline Beach

Better concession at beach

TENNIS COURT RECONSTRUCTION AND LIGHTING (NO COVERING)

improved bathrooms; removal of porta-toilets; a permanent small stage at incline beach

Get rid of Trustees Dent and Schmitz

More parking for the beaches - perhaps a free resident shuttle from a remote lot on busy days

The boat ramp is terrible.

Incline Beach ingress egress, addtl bathrooms, larger bar with bar seating

Incline Beach food and music venue

Cart paths at both courses are still a mess

The renovations at Incline beach are long overdue!

Most of our facilities need updating

Lift replacements at Diamond Peak - frequent breakdowns and slow lifts aren't customer friendly.

Please upgrade the bathrooms at Incline Beach to be the equivalent of Burnt Cedar and Ski Beach!

More sidewalks.

Antiquated chairs, run down facilities at Diamond Peak, expansion of Rec Center, Winter sports Golf

Replacing Lakeview chair

The beach hut and bar area at Incline is too small and there are not enough permanent bathrooms.

Incline Beach bathrooms year round

It's dangerous when people park on Lake Shore to access the East Shore Trail. I'd prohibit parking.

Roof at Mountain Course and food enhancements at Mountain Course

Mountain Course clubhouse

If roads are considered amenities, then fix the roads.

Gated access to beaches year round. Ski Beach has become de facto winter dog yard for all of N Tahoe

Boat ramp pier

Desperate to see a safe modification to the boat ramp

RFID Card access control at beaches

Incline Beach facilities

More ride sharing opportunities especially in Winter months. TART didn't keep up w/demand 2022.

No airb&b access to beaches

Improved restrooms at beaches

Reduce DP pass and daily fees for residents.

High speed lifts @ DO

upgrade Ski Beach facilities!

Construct a Park in Crystal Bay!!!

Mountain course -add better restaurant

Yes, please get some adults to run this improvement district

Parking

I think they should build a lighted soccer field across from the High School

Beach concession, allowing employees access to beaches

Rec center fitness equipment needs refresh. Beaches need to bring back lounge chairs. Beaches need

Snowflake restrooms are atrocious. Rec center fitness machines are old and clunky

More beach/boat trailer parking

Year round warm water pool

being able to get golf t-times as a resident vs the large group use would be a big improvement

Catch up on deferred maintenance and deferred projects

replace Incline Beach snack/bar venues, open Chateau restaurant/bar year round and extended hours

Bathrooms at incline beach

All are important!

Rec center is improved heat/cooling

Lunch and dinner at Snowflake Lodge in the summer on Fridays, Saturdays, and Sundays.

enlarge weight room at rec center

Another chair at Diamond Peak (on the north side of the Crystal Xpress

Tennis court resurfacing

Return to the previous year's pricing and offerings for golf packages a ski passes.

Going through with the plan to finish the build out beach where the snack bar in the tiki bar are

More racks for kayaks/paddle boards at the beach

Go back to 2019 rates for residents. We use the amenities less because of the high cost, especially

Improved food service hours at Mountain Course. Food cart at golf courses.

MTB - friendly summer descent/ascent trail from TRT and Incline Flume to DPeak parking lot

snowflake should be torn down rebuilt and leased to a competent restaurateur for year round service

Boat ramp needs expansion and pier

Please update/upgrade the Incline Beach bathrooms

Fitness area expansion at the rec center

I'd like Sara Schmitz and Matthew Dent removed from the board. I'm sure improvements will follow

Incline beach amenities. New restrooms. New kitchen

Refurbish and Expand recreation center

Expanded boat ramp and dock

Resign, Sara.

Indoor tennis/pickle ball

Rent beach umbrellas at Incline Beach

Remodel Incline Beach Restrooms

Actually do something to the venues

Upgrade bathrooms and snack shack at incline beach

Year round heated bathrooms at incline and burnt cedar beaches

Planning for and funding future Diamond Peak improvements and expansion

Rec center needs a complete redo and expansion. Incline Beach bathrooms need to be redone

Incline Beach

fitness room in Rec Center is too small

Beach volleyball court

Boat ramp improvement, better food and faster service at the beaches.

Getting ride of Sara and Matt from the board

Keep the Championship Golf Course in tip top condition

Better boat Ramp

Dog park

Removing Sarah Schmitz and Mathew Dent from the board.

Repair the scoreboard upper field

Mt bike trails with use of chairlift - Privately owned summer restaurants at both beaches,

Maintain high quality golf facilities

I am supportive of paying for golf course maintenance but no individual rounds of golf

Concession stand at ski beach

Extend boat launch ramp. Signal at Lakeshore & boat launch to make it safer to cross Lakeshore

More Money spent at Mountain Golf Course-

Incline beach needs something nicer than than the snack shack something similar to the nest at hyat

Snack shack at ski beach

Boat ramp management

restore the lawn at the Village Green, repair the sprinklers, get rid of the ridiculous fencing at

Fix the boat ramp! It is ridiculous that in drought years we have to go to Tahoe City or Cave Rock

Redoing tennis courts (failing foundation)

Make better bathrooms at DP, Snowflake, Incline Beach- portapotties are disgraceful.

Extend the boat ramp at ski beach to accomodate longer boats when lake is low.

Replace Lakeview chair w/ High speed quad

Designated Charming Downtown Christmas Area (think Truckee) and more sidewalks/bike lanes

Community-owned "dark" optical fiber network to all businesses & residences for Internet & telecom

The gym at the rec center is terrible. It needs to be expanded asap

Better dining & amenities at beaches.

Install high poles or flagging along the edges of the boat ramp to assist in backing up boats.

Incline beach

The boat ramp is dangerous. A floating dock needs to be installed on both sides of the ramp like at Sa

More defined sidewalks on Oriole way. Super dangerous when walking with my kid. Also people park on

Boat ramp needs valet service

Boat ramp

Nicer snack shack facility and better food options.

Championship golf course

improve walking/biking paths around town

More sup racks, check to make sure the ones listed as users don't sub- give to someone else

Year-round F&B ops @DP + Chateau. Offer beach-like contract. Ice rink

Enlarge workout room

Bring lounge chairs back to the beach

More walking paths around town.

Clubhouse/Restaraunt @ Incline Beach!

the refurbish Incline Beach House

Beach house at Incline Beach

Incline beach restrooms and snack shack

Indoor track around 3 tennis/8 pb courts, and driving range into net; new deck at snowflake lodge

Softball field needs new dugout, backstop and scoreboard

Cross Country on the Mountain Golf Course

Incline Beach House

Tennis and Pickleball Center need to prepare for expansion. Also need a venue for indoor play

cardio weight room expansion hot tubs... just build southernly connecting with existing cardio rm

Incline beach building

Incline beach buildings

open up lifts @ DP for MTBing

bike lane separate from walking paths

Beach parking - limit

Improve sand traps at championship golf course.

BBQ areas at beaches

Quit disturbing nature/removing trees for your so called "improvements".

Ice skating rink

Winter and summer improvements at Diamond Peak. Summer trails and an additional lift or 2.

Update the bathrooms at incline beach

Air compressor at Incline Beach. Lifeguards. Grille at Chateau open until 8pm.

Keep Beaches only for residences and not for STR's.

Homeowner parking at our beaches

Snowflake Lodge is in desperate need of renovation! Also, Incline Beach bathrooms!

Update/improve/remodel Incline Beach facilities

There are smaller areas like between the Rec and UNR that could become better/added dog walk areas.

Rec center - more classes and exercise equipment investments

Q5 Any other comments or suggestions about potential improvements or additions to local recreational amenities?

(193 responses by)



Schmitz and Dent need to resign now so our community can move forward.

Restrict swimming and beached boats not on loading or off loading next to ramp area.

Some CIP projects have been on the list for many many years and keep getting kicked down the line. Such as Fixing the deteriorating retaining wall at Preston field and replacing the playgrounds. Please stop kicking them down the line and make an effort to complete these before adding new projects to the growing list of deteriorating infrastructure projects.

Ski beach bathrooms need help.

Matt Dent, Sara Schmitz, and Ray Tulloch are should resign in shame over their defense of know sexual harasser Cliff Dobler

Leverage the priorities in the master plans for Diamond Peak, Beaches, and Community Services. These plans were well executed, vetted by the community, and are consistent with regulatory allowances and industry best practices. They have been totally ignored by the IVGID Board in their priority setting and budgeting. I'm not sure they've even read the documents.

Im against ice skating at the driving range. Especially against adding lights

Stop subsidizing golf play. I am OK with maintaining the courses, that I support, but not golfers cheap rounds of golf.

Replace incline beach snack bar with a year round restaurant

The dog park is lower than everything else on my list. Who would use it? There are lots of places for dogs ... we don't need to drive them to a dog park. Can it even be open in the winter? What good does 6 months do? NO DOG PARK!

Upgrade the Snowflake lodge too. It's very late 1960s and decrepit.

Please consider wildlife habitat when expending man-made recreation. we live in a Wildlife Habitat, and have taken TOO MUCH away, while punishing bears and wildlife who also call Incline Home. Let's think about their 'recreation' and survival too

Rake beaches to remove debris.

Better quality and deeper sand on the volleyball courts - it's like cement about 5" down right now

I think that the recreation fee should be increased to adequately support all of our venues

Nope.

Improve the food & drink offerings at the beach cafes. Upgrade the Incline Beach cafe

Partner with county, state and federal agencies along with NGOs to purchase additional land as it goes on the market for things like a dog park and open space/trails for hiking and bike paths

Do not spend new money on grounds or facilities. Lower rec fee instead.

I haven't seen any movement on the Incline Beach House. I think Ice Skating at the Chateau would be wonderful, I think you should have done it at Preston this year, but you didn't even listen to the Item. This is a very strange survey. After the years of service on the Board, why do you keep asking for the priorities? you should know by now.

Stop trying to inquire about more and more. We don't expand our footprint. We never should have assumed the footprint we did because we don't have sufficient demand. And because we don't, staff claim our facilities are "under-utilized." And now we need to go into money losing commercial businesses to attempt to better utilize those facilities. Losing more money than the added revenue staff is able to generate. Instead of never having acquired this stuff in the first place, or disposing of it to the private sector to more efficiently run.

We do NOT need anything else at Incline - we have more than enough. I would only want what we already have to be kept up.

Rec. Center expansion a must.

Stop spending (i.e. wasting) money unnecessarily to please your constituents and increase your power.

Maintain what we have. Don't think about selling off or privatizing our amenities. I mostly use the beaches and the dog park but appreciate having access to all the other amenities when I want to use them.

Trustees should not be policing the beaches.

Invest in both the amenities and the staff. Both affect the property values of ALL Incline residents.

no

No STR renters on our beaches. Increase costs to hotel guests on our beaches. Because the deed allows hotel guests doesn't mean hotel guests get "unrestricted" access or "same cost" access.

Do something about people who sit in the lodge, don't ski and take a whole table all day long.

If possible drop tennis fees

Are you asking for yet more money for things we can't use??? We. Already are fleeced

Restrooms at Incline Beach in dire need of renovation

We in Incline are lucky to live in a beautiful area with a great variety of outstanding recreational amenities available to residents. Some community members need to stop complaining and enjoy the outstanding facilities and amenities IVGID provides. Incline is the laughingstock of Tahoe and Reno because of the entitled complainers who do nothing but whine about IVGID's amenities and demand more more more. You don't control IVGID so get over yourselves. So many community members are sick of you. There is NO NEED for a fancy beach house restaurant at Incline Beach. A previous Flashvote survey was conducted on the beach house. Read the results. A majority of resident respondents don't want a fancy restaurant and instead want more bathrooms and parking. Give it a REST people!

Enjoy the bike park very much!

I did not like this survey, it was not well designed to address the needed improvements, and the first question seemed loaded - designed to elicit 'we don't need to improve these existing amenities' answers rather than a 'where do we need to improve these existing amenities' response

No

This is an embarrassingly amateurish questionnaire. You should be embarrassed, both the Board and Flashvote people who pretend to be professionals at this. So sad.

Finance any major improvements to recreational amenities with voter approved bonds paid for by an ad valorem tax . Get rid of the mandatory rec fee and whatever amenities cannot be sustained by user fees/property taxes./c-tax

Pickle ball court rental is way to expensive for residents. Get free parking back at flume trail

The ski lifts need overhaul, snow shoe area would be great, a nice lodge but keep Diamond peak family friendly and don't try to grow it and ruin it by tourists like s Palisades and north star. Keep it slow and easy and local.

Warm water therapy pool at rec center

Consider the community youth when expanding

parking lot resurfising

No dog park, not IV's job to provide that. Not sure what to do about rec center, I have no interest in it. Used to be a member but equipment was on such disrepair I pursued other options. Not happy IVGID provides privileges to sync students.

Make the beaches absolutely no smoking zones. If you want to smoke go outside the gates.

Ice rink!!

The beaches are great. The golf courses are beautiful. The tennis center is just awesome. Diamond Peak could use some updating in its lifts and lodge accessibility. The Rec Ctr needs to be redone right- utilizing the expertise of people who understand the industry and our community.

The recreation center could use a major update renovation that would include a multi use area ie basket ball , preschool toddler activity space, a place dedicated to quieter activities such as yoga, Tai chi, meditation, a dedicated space in the exercise machine area for stretching, May exercises.

none

Nothing to add at this time.

None let's talk about it as a conversation with the community

Make sure to keep the fees lower for locals. The amenities are for us first, then visitors.

Winter pickleball would be amazing, whether the courts could be covered in some way, or the rec center expanded.

Trustees Dent and Schmitz need to resign as the community has spoken loud and clear.

The Crew does a wonderful Job in the Summer at the Beachs which I walk almost everyday. In the winter the Crew also does an outstanding job keeping the mountain skiable for all levels...

I don't use all of the amenities, but feel it is important to maintain all of them for the good of our community and for our property values. Do not be swayed by vocal minorities - make sure everyone is represented fairly.

Boat ramp needs to be improved

Let's finally renovate Snowflake (during my lifetime). It's a great location and could be fantastic with a "modern lodge" style of architecture.

These are lame questions. These Flash Votes are really senseless without detailed information as to their purpose for sending them out.

We need some additional winter activities. Ice skating, indoor Pickleball/ tennis. We should move forward into making Diamond Peak a year around facility.

Parking improvements and Backside expansion at DP.

Do not place a dogpark where humans are supposed to enjoy IVGID'S other amenities.

Set aside an area for RC planes and cars.

Managers of these facilities should make these decisions based on user feedback and their judgement

Stop looking for ways to spend our money and give it BACK!! It does not belong to you!

opportunities for winter recreation at golf courses, again capitol expenditures for Diamond Peak to increase revenue

Please ask Mr. Duffield to reinstate the Recreation Center grant. Grovel if need be.

Please no permanent dog park at Aspen Grove. Lots and lots of other areas - look harder by rec center, Preston, buy land, etc.

Keep the trustees out of the management of the golf courses. They don't know what they are going.

Warm pool at rec center. Expanded fitness machine area. Expanded classes. Zero need for a gymnastics dedicated gym.

Just do something - tired of talking about it.

No

very little seems to get done but lots of surveys, now you have reduced rec fees so less money because of a few aggressive citizens who bully the board. Due to micromanagement by some board members no staff stays so little will get done

The boat ramp needs to be extended and it would help to add a finger pier.

Look for ways to get beaches less crowded. Limit sale of extra passes, people are selling them, beaches are now impossible to enjoy

People have wanted an actual dog park as long as I have been here (over 11 years.) I don't even have a dog but a LOT of people here do!

Build a IVGID Park in Crystal Bay!

COME ON FOLKS IN CHARGE - MAKE THE TOUGH RIGHT DECISIONS. THESE SURVEY ARE NOT HELPFUL TO YOU OR ME.

I think that the soccer/ lacrosse community would be better served with a field built across from the High school, where they are considering a dog park. The current dog park has streams on both sides which are perfect for the dogs to cool off in the summer. A lighted soccer field, which the High school could also use (with parking, bleachers etc) would alleviate the conflict of use issues at the current dog park, and help elevate parking issues during boat season.

Don't go overboard in spending a lot of money on amenities that are currently fine. Maintain and repair as needed but complete overhauls are not needed, with the exception of Snowflake Lodge which could use better bathrooms and a refresh.

Do a thorough assessment of repairs needed at all venues. (When the tennis center was renovated, I don't recall hearing some courts needed major repair, but we're hearing about it now. Would it have saved time and money to do it all at once? The Rec Center seems to be having a lot of equipment issues - what all needs to be done to have it reliably operational?) Get all venues in good repair, compliant and up-to-date but not over-improved. Pickleball is the fastest-growing sport in the US and around the world. If finding a way to use the existing courts year-round would free up space at the Rec Center AND generate enough revenue to cover expenses, let's investigate. Recreation doesn't always confine itself to an IVGID venue - IVGID needs to work with the county on mobility issues. Bicycling takes place in our community on streets and paths. Problems between vehicles and bicyclists and pedestrians are growing and will increase as the use of e-bikes increases. GET INVOLVED AND SPEAK UP

Manage and staff rec facilities to maximize resident satisfaction (and not simply to minimize costs). Goal should be premium facilities at fair cost that provides superior experience for residents.

Continue to hire and train staff to provide excellent service to residents (their customers)

No improvements

Diamond Peak is looking pretty beat up...

Focus on a small core of amenities that are attractive to the 'majority' of IVGID picture passcard holders!!! STOP spending our \$\$\$ to chase, build, and then forever maintain numerous amenities for a very small minority of special interests people who soon lose interest in, and then discontinue using these amenities. Examples: Skateboard Park, Disc-Golf Park, Bicycle Park across from the Recreation Park, Bocce Ball Courts!!! These amenities are 'empty' 99% of the time, yet IVGID continues to stumble in their efforts to be a Disney Land in Tahoe with a ride for everyone...

Beaches need attention

I think overall its a great set of facilities and well managed.

extensive remodeling of the rec. center

Stop spending for a year everything is good enough

Over 20 years ago Bill Zink and the ice rink foundation was voted down for the proposed site where bocce ball now is at the rec center. I saw on a recent email that this is back in play. So much \$\$ was donated back then and non of those funds were refunded. I was one of those donors. Hopefully those funds are still sitting somewhere and will be used for the ice rink if it is does get approved FINALLY.

Given that Diamond Peak brings in so much non-resident income, and is also used heavily by residents, I believe that Snowflake Lodge should have HIGH priority in getting demolished and redone!

Staff the beaches year round.

Grade the picnic area at Burnt Cedar so the tables are not at a slant. Also improve the landscape

Yes, it would be a great improvement if Schmitz, Dent, and Turlock would resign. No offense, but they are hurting this community very badly and it is best that they do the honorable thing and respect democracy, and the will of the community. The process by which the recall votes were negated was unjust and incomprehensible.

Snowflake Lodge has huge potential, summer AND winter. Take advantage of it!

Parks are for people not for profit.

Burnt Cedar Beach Men's bathroom on the beach had a changing room which was locked every time I visited this past summer. It would be nice to have a place to change and shower available.

Are used to buy a ski pass until the race got raised last year. I had a season pass to use the twice for the convenience not worth it now.

These are the poorly worded questions

Do a better job of managing/allocating space on the racks for kayaks and paddle boards. The process last year was a complete fiasco with participants penalized for a flawed process Love the rec center. Love Burnt Cedar pool

High speed chair to replace Lakeview. DP falling behind lift upgrades seen everywhere

Diamond peak expansion

You're never going to please ever, but please don't cater to the nasty, negative loudmouths. EVERY resident's voice should be heard equally. Oh, and not the non-resident AIRBnB folks

Remove Schmitz and Dent from the board. I'd also love to see the master plan revisited with consideration for summer operations at Diamond Peak.

Recreation center is too small

Losing a \$26M gift to fund the rec center expansion and improvements was inexcusable.

Eating Venue on beach similar to Hyatt if can be done profitably

Ice skating, fire pits around the rink like Northstar has. Expand our indoor pool complex like Truckee etc. Waterslide, hot therapy pool, lazy river. Separate pool for laps and kids play. Put jogging/walking track indoor up above gym. Bigger locker room. More trails.

The Rec center is decaying! It has the ability to have a state of the area facility! Equipment needs to be upgraded! It needs to be expanded with more square footage to accommodate fitness requirements, cardio machines, stretching area and more!

Beaches

Open IVGID facilities to IVGID employees who are not Incline Village residents (find a way to make it work)

An ice-skating rink in town would be wonderful!

Snowflake lodge remodel is important as it can be an attractive event space. The bathroom remodel at ski beach was a great upgrade & would be great in other venues

Stop subsidizing golf with Diamond Peak revenues

None

I would like to see all of the nets at the tennis center left up all year round

Fire Matt and Sara and bring in Trustees that care about our community

Install a wind sock or flag that can be seen from the beach cam at the boat ramp (for paddlers)

Love music at the beach on wednesday and Friday.

Snowflake Lodge upgrades are needed due to its age but I do not support changing the original charm of the structure. Please don't make it into an austere "cafeteria" space. NO to dedicated dog park, ice skating, covered tennis!! Expansions, additions, etc should be self-sustaining operations. We cannot accommodate every interest group in town and by doing so, we assume more financial risk. There are not enough skateboarders to justify (the cost of) expanding the skate park. Many studies spanning decades has revealed that an ice skating rink will not generate revenue to support the operating costs so would have to be subsidized by ski, golf, rec fees. Likewise, a tennis "bubble" is a dead horse that has been beaten to death. For starters, a cover was explored years ago and would exceed height limits prohibited by TRPA. It won't even get past "go" and even if it did, it will just add more operating costs that exceed revenues. We should be getting our books in order, not spending

Dog park Skate park

Remove Dent and Schmitz thing will improve.

Na

We are so fortunate!!! Thank you

Keep the high quality golf facilities

Pickle ball is very popular and there is a need to improve and expand the pickle ball facilities (including expanded winter play options)

Common Sense educated board members with American values and principles. (Not Woke)... Chef style Restaurants privately owned at both beaches. Better treatment of IVGID employees. Bring back the Fireworks! Parade should be on mainstreet not back roads, very embarrassing!!! Video cameras in all recreational areas...

frugality!

Homes turning off outside lights at night time

The rumors are you don't like the Mountain Course but everyone I know here and out of state love it and you need to pay more attention to it and give it an upgrade on tables, restaurant, computer software etc.

Change the signage on Ski Beach to narrow the area for loading and unloading to allow boats to use Ski Beach BUT monitor loading/unloading so boats can't remain in the area indefinitely.

Anything can be improved, but things are generally OK the way they are.

replace some of the trash bins at the beaches

Appreciate all the IVGID employees maintaining all our facilities

It would be nice to have a Chateau type of facility at Ski Beach, for outdoor lunch and drinks. We have facilities at Diamond Peak and the golf courses and our beaches are one of our best attractions, let's step up the experience there. Plus the Hyatt doesn't seem to want us locals any more.

IVGID should spend less money and lower tax rates

Don't need to add, reduce budget would be nice!

keep the golf courses in good repair, keep the beaches clean, keep the rec center clean with good amenities

We need to offer more opportunities to our youth. Rec center classes for swim and gymnastics are perpetually waitlisted. Ice skating and organized snow play would be wonderful additions as would more rec center space for them.

Remodel Snowflake lodge. Missing out on earning money w/ events

All indoor venues must have their HVAC upgraded to (at least) minimum ASHRAE standards (cf. <https://www.ashrae.org/>) to promote public health & well-being for employees, residents, & visitors - COVID-19 is not the only airborne, communicable pathogen to be concerned about, and our infrastructure should forestall the spread of diseases.

None at this time

The weight lifting area of the rec center gym is actually dangerous because it is so small with not enough room between machines and equipment

We live in an area with lots of places to walk your dogs, no need to waste money on a dog park.

all of our amenities are important to our community. Keep them all in good shape and accessible

When looking to buy a home in Tahoe, as soon as we were aware of the amenities offered by IV, we looked nowhere else. Our amenities enhance our community.

Do not waste money on additional Dog Park, the Dog Park, where it is now as well used and suited. Spend the money for additional ballpark for the kids in a different area.

Thanks for the survey

The boat ramp needs a floating dock to allow for safe loading and unloading of boats. The boating community has relied on the Hyatt but that is no longer an option. A pier and buoy field is necessary. Replicate the outdoor restaurant at the Hyatt for Incline Beach.

See who is actually using the kayak storage. My neighbor has 2 spots and doesn't use them.

Rope course at Diamond Peak for summer use.

no

Percentages would have been better compared to \$100. I believe there are more people that live in Incline Village that do not have kids. How many kids actually live here full time? There are already several recreational amenities for the small percentage of the population under 18. I am more concerned about fundamental infrastructure in Incline Village that benefits all home owners and how IVGID is managing Sewer garbage water etc. How many people play pickle ball? I don't play golf, we don't have kids, we are not allowed on the beaches (we live in CB) can't listen to music on the beach with our friends. We have been full-time residents since day one in August 2015. I work and volunteer in Incline Village. Sick of all of the complaining from an entitled few that don't give back to the community and don't live here full-time. If You want community input please provide actual data about how Incline Village HOMEOWNERS use specific amenities so I can make an informed decision.

Boat launch area needs to be upgraded, to include a floating dock and breakwater !

Better/safer check-in area and process for pedestrians when visiting the beaches. It's really kludgy and confusing for pedestrians and cars entering at the same place.

Eliminate two members of the IVGID BOARD

More beach passes for friends & family

pickleball enclosed courts for winter play. A better gym - the machines are so old and the space is small. I think the way they use the wipes in the gym is unsanitary and makes it hard to clean the machines, considering the health crisis we just went through they should make it easier to keep the space clean

Having a winter cover for our Pickleball courts will also help the recreation center and free up space for the gym to be used for basketball and other users.

Appreciate all you do

Usage- limit Vrbo's and hotel guests. Permanent residents are frustrated to not find parking or access

Winter pickleball is my priority

Kids should not have to play soccer on fields that are simultaneously being used as a dog park. Owners do not pick up poo - gross!

Cover for the pickleball courts will free up the inside gym for use. This makes covering the pickleball courts a better use of money than covering the tennis courts. The same amount of real estate covered for PB serves 16 people and frees the inside gym for basketball etc. Expending money to cover a tennis court only serves 4 people and no benefit to gym.

Car-free zones/recreo ciclovía

Signs at the beach pertaining to litter that eventually gets into the lake.

Don't let the board continue the erosion of benefits for residents. It why we live here

Keep the village green for dogs and use the other IVGID fields for athletics

More trails in Incline Village to avoid vehicle traffic

Dog park

I'd like to see punch card end of year balances credited to future years, preferably a 3 year minimum carry forward. Homeowners should still be responsible for paying IVGID beach fees yearly.

Restrooms at pickleball courts.

We are incredibly blessed with all of the amenities we have. After living full-time in IV for 28 years, my highest priority would be to continue to properly maintain all of our facilities. We should not have a mentality of "more more more" when we already have an embarrassment of riches. Thank you for the opportunity to provide input!

Softball field needs updating

Chateau Grill. Opened all year w better staffing

Give access to non-resident employees.

No additional amenities should be added unless they are able to generate enough income to pay for themselves.

The cardio and weight room is much too small. Counted 40 people in there last Monday night. an absolute minimum of twice the size is needed. Expand the cardio/weight room southernly over the grassy area and include hot tubs indoors and outdoors..like Truckee. And if you do this, then i think your membership will grow. and pay for the expansion costs . This is sorely needed.

Summer boat parking at Diamond peak Get the boats off the street Buy old elementary school to stop transit hub

lean on the business landlords to cleanup/update their buildings. Mays plaza especially. East & west entrances into town could also use a makeover.

Continue limiting beach access to residents and guests only.

Lower taxes

Stop with all of the "improvements" already. We live up here for a reason to be in the natural surroundings that is Tahoe without "improvements". We are overdeveloping!!

Mountain biking at DP

The more activities and trails we have, the more spread out people will be and fewer trail conflicts. Adding a few short 1m trails, both flat and hilly, will spread out some hikers but especially dog walkers. DP and the area across from the HS are off the highway and close to people. Trails starting in neighborhoods keep people from having to drive.

No

Perhaps more spaces for kayak storage at one of the beaches. Unless something is falling apart or broken or a serious hazard, I don't think we need to focus on making our amenities fancy. I'm sure I'm in the minority opinion on that. Amenities should be nice and well-maintained and should reflect the true needs of the local community rather than appealing to visitors who gain questionable access. If you moved to Incline and want fancy "big city amenities," your ideals may be misaligned. I prefer to preserve our small-town charm. Doesn't mean we can't have nice amenities, but there's nothing wrong with keeping it practical and modest. Thank you.

Update the beach house in a meaningful way. Summer activities at Diamond peak (roller coaster, interactive treetop walk, mountain biking)

These surveys are not any good. The present board has its own agenda and does not care about the people in the community.

ice skating rink would be amazing!

EXISTING trails like next to the Village Green maintenance is good but not great as several are getting overgrown. Also there are several small lots (like on Birdie Way) that could become pocket parks (Birdie Park just by adding signage and poop bags to the forest service lot - already maintained by residents)

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim General Manager

FROM: Erin Feore, Director of Human Resources;

SUBJECT: Review and discuss and possibly approve an Employment Contract Template

RELATED STRATEGIC PLAN INITIATIVE(S): Long Range Principal #4 – Workforce
Comply with applicable Federal, State, County and governmental regulations and all District policies

RELATED DISTRICT POLICY, PRACTICES, RESOLUTIONS or ORDINANCES: N/A

DATE: January 17, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Review, discuss and possibly approve a Draft Template for the District General Manager’s anticipated employment contract

II. BACKGROUND

On August 30, 2023, the Board of Trustees selected the executive search firm of Bob Hall and Associates and authorized the Director of Human Resources and Interim General Manager to engage in services with said agency.

On October 30, 2023, the Director of Human Resources, Interim General Manager and Interim Director of Finance met with the representatives from Bob Hall and Associates to discuss recommended candidates. While it was determined that the proposed selection included well qualified individuals, it was also determined that the diversity of the candidates presented were lacking range. As noted in the verbal report to the Board on December 13, 2023, the bulk

of the candidates had lengthy careers in the Public Sector. Understanding the Board's desire to see a greater breadth of knowledge of commercial experience, and that recruiting for executive level positions during the latter months of the year lead us to continue the search with Mr. Hall and his team.

Following our meeting with Bob Hall and Associates on January 8, 2023, we anticipate finalizing the initial candidate list. As such, we are asking the Board of Trustees review and approve the following:

1. Employment Contract Template for General Manager's position

III. BID RESULTS

Not Applicable

IV. ALTERNATIVES

The Board may propose an alternative recommendation to the Employment Contract proposed.

V. ATTACHMENTS

1. IVGID Employment Agreement – General Manager

VI. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Approval of the General Manager Contract template.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
AGREEMENT
GENERAL MANAGER

This Employment Agreement (“Agreement”) is made and entered into this 1st day of _____, 2024, by and between the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (“IVGID”) and _____ (“General Manager”).

SECTION 1. DUTIES

1.1 IVGID hereby employs General Manager full-time to uphold and abide the laws of the State of Nevada, District Ordinances, written Policies, Practices, and Resolutions enacted by IVGID Board of Trustees (“Board of Trustees”), as well as the applicable job description attached hereto as **Exhibit A (Job Description)**, and to perform such other duties and functions as the Board of Trustees shall from time to time assign.

1.2 General Manager shall faithfully, diligently, and to the best of General Manager’s abilities, perform all duties that are required under this Agreement. General Manager agrees that General Manager has a duty of loyalty and a fiduciary duty to IVGID.

1.3 General Manager shall devote the whole of General Manager’s working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to IVGID’s business and affairs.

1.4 General Manager shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of General Manager’s duties. General Manager shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture or non-profit conducting business in the established boundaries of Incline Village and Crystal Bay.

1.5 The General Manager is an exempt employee as defined and consistent with the Fair Labor Standards Act. General Manager is hired with the understanding that he is responsible for accomplishing the duties required of General Manager. General Manager does not have set work hours, he is expected to be available at all times. It is recognized that the General Manager must devote a great deal of time to the business of IVGID outside of IVGID’s customary office hours, and to that end General Manager’s schedule of work each day and week shall vary in accordance with the work required to be performed in accordance with any specific direction provided by the Board of Trustees.

1.6 General Manager shall abide by the Nevada Ethics in Government Law (NRS Chapter 281A), related regulations, and ethics opinions issued by the Nevada Ethics Commission. The Nevada Ethics Law establishes the public policy and standards of conduct necessary to ensure the integrity and impartiality of government, free from conflicts of interest between public duties and private interests of state and local public officers and employees.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
AGREEMENT
GENERAL MANAGER

SECTION 2. TERM OF AGREEMENT

2.1 General Manager shall serve as the IVGID Manager effective _____ (“the Effective Date”). This Agreement shall thereafter continue in full force and effect for a 24 month term or until such time as either party terminates this Agreement pursuant to the provisions hereof. General Manager’s employment as IVGID General Manager shall be at will. This means that General Manager may be terminated from his employment with IVGID at any time, without cause, and without notice, subject to the provisions hereof.

SECTION 3. SALARY

3.1 IVGID agrees to pay General Manager an annual base salary for services rendered in the amount of _____ (“Base Salary”).

3.2 General Manager shall receive annual compensation cost of living increases provided to other management-level IVGID employees.

3.3 In accordance with Section 7 below, the Board of Trustees shall conduct annual evaluations of General Manager’s performance and the Board of Trustees shall consider the results of these performance evaluations when deciding whether to provide additional compensation. However, all salary increases and/or performance incentives shall be provided in the sole discretion of the Board of Trustees.

SECTION 4. BENEFITS

4.1 General Manager shall receive the health, dental, and vision insurance and recreational benefits provided to other management-level IVGID employees.

4.2 IVGID shall provide one hundred percent (100%) of the cost for life and disability insurance for the General Manager. The life insurance policy shall not be for less than \$50,000.00.

4.3 IVGID shall contribute that percentage of the employer’s share defined contribution (457) program provided to other IVGID employees with same years of service and shall further contribute that percentage of the General Manager’s income toward retirement benefits provided to other IVGID employees with the same years of service. Retirement benefits shall be provided by the way of IVGID’s existing 401(a) plan or such other mechanisms as IVGID may implement in the future.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
AGREEMENT
GENERAL MANAGER

SECTION 5. LEAVE

5.1 Annual Vacation Leave. IVGID shall include General Manager in its Annual Leave Program and provide him with an annual accrual of ___ hours of Annual Vacation Leave. General Manager shall accrue Annual Vacation Leave in the manner described in the IVGID's Personnel Policies and shall be subject to the cap on accrual of such leave as described therein. The General Manager shall be entitled to retain any existing Annual Vacation Leave existing as of the Effective Date.

5.2 General Manager shall be entitled to sell back to IVGID up to ___ hours of Annual Vacation Leave at the end of each calendar year.

5.3 Paid Holiday Leave. IVGID shall include General Manager in its Paid Holiday Leave program as described in IVGID's Personnel Policies and General Manager shall be paid for the designated Holidays.

5.4 Sick Leave. IVGID shall include General Manager in its Sick Leave program as described in IVGID's Personnel Policies. Subject to any changes to such policies, the General Manager shall accrue ___ hours of sick leave in the first and second pay periods each month.

SECTION 6. TERMINATION OF AGREEMENT & SEVERANCE

6.1 Termination by IVGID. General Manager understands and agrees that General Manager has no constitutionally-protected property or other interest in General Manager's employment as IVGID General Manager.

6.2 General Manager understands and agrees that General Manager works at the will and pleasure of the Board of Trustees, and that General Manager may be terminated, or asked to resign, at any time, with or without cause or advance notice.

6.3 Notice of termination shall be provided to General Manager in writing. "Termination," as used in this Agreement, shall also include: (i) a request by the majority vote of the Board of Trustees that General Manager resign occurring at any time; or (ii) any material reduction in the powers and authority of the IVGID General Manager including but not limited to the existing terms of Resolution 1898.

6.4 Termination by General Manager. General Manager may voluntarily terminate employment at any time by giving not less than thirty (30) days' notice.

6.5 Severance Benefit. If General Manager is terminated by the Board of Trustees without cause, then General Manager shall receive a one-time, lump sum cash payment equivalent to the sum of (i) General Manager's then-current monthly salary multiplied by _____, (ii) the cash value of General Manager's then-current monthly medical premiums multiplied by _____ as of the effective date of termination of employment and (iii) the cash value of his Annual Vacation Pay balance.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
AGREEMENT
GENERAL MANAGER

6.6 Eligibility for such severance payment is expressly conditioned upon General Manager's execution of (i) a waiver and release of any and all of General Manager's claims against IVGID, and (ii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this Section.

6.7 Ineligibility for Severance (Termination for Cause; Voluntary Resignation). Notwithstanding the terms in this Section 6, General Manager shall not be eligible to receive, and IVGID shall not be obligated to pay, and shall not pay, any severance amounts or continue any benefits, if General Manager is terminated for Cause.

6.8 "Cause," as used herein, shall mean, and be limited to, a termination for any of the following reasons: (i) conviction of a felony or other crime involving moral turpitude (ii) undertaking conduct constituting fraud, material dishonesty, or gross negligence in the General Manager's performance of his duties as IVGID General Manager; or (iii) violation of any statute or law constituting misconduct in office or constituting an ethical violation, including without limitation those set forth in Section 1.6 of this Agreement.

6.9 In the event the Board of Trustees terminates General Manager for Cause, General Manager's sole remedy shall be a judicial action in declaratory relief to determine whether there was Cause. If the court determines there was no Cause, General Manager shall receive the severance pay provided in this Section 6, but no other damages, litigation costs or expenses, or attorneys' fees. Further, IVGID shall not be obligated to pay any severance amounts or continue any benefits in the event General Manager voluntarily resigns his employment.

6.10 In the event of discharge of General Manager from his employment hereunder or any termination of this Agreement, General Manager shall return to IVGID immediately after said discharge or termination all documents, materials, equipment, machines, procurement cards, employee identification card, keys, and all other tangible property of IVGID and shall maintain confidential any information of IVGID which cannot be returned.

6.11 In the event of General Manager's death, this Agreement shall terminate immediately and any and all compensation then due the General Manager shall be paid and delivered in his named beneficiary or the representative of his estate or trust, as the case may be. For avoidance of doubt, there is no entitlement to payment of severance in the event of the General Manager's death.

SECTION 7. PERFORMANCE EVALUATION

7.1 Annually, or at such other time as desired by the Board of Trustees, the Board of Trustees and General Manager shall meet to evaluate the performance of General Manager on a date mutually determined by both parties.

7.2 The Board of Trustees may, in its sole discretion, use any professional assistance in establishing standards, including but not limited to an agreed-upon facilitator.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
AGREEMENT
GENERAL MANAGER

7.3 Nothing in this provision shall be construed to require the Board of Trustees to grant General Manager pay increases based on the performance standards, if any, mentioned above nor to limit in any manner the discretion of the Board of Trustees to grant or not grant increases.

7.4 Nor shall anything in this Agreement be construed to require the Board of Trustees to evaluate General Manager solely upon the performance standards, if any, mentioned above, nor to limit the discretion of the Board of Trustees to evaluate General Manager as it deems necessary in the sole discretion of the Board of Trustees.

**SECTION 8. PROFESSIONAL DEVELOPMENT, PROFESSIONAL ASSOCIATIONS,
AND OUTSIDE ACTIVITIES**

8.1 IVGID shall pay General Manager's annual membership dues and/or other similar professional organizational dues as approved by the Board of Trustees through the budgetary process.

8.2 During appointment as IVGID General Manager, and subject to the Board of Trustees budgetary approval of funds for such purpose, General Manager may attend and/or participate in professional activities, including, but not limited to, General Manager conferences and events, the League of Cities conferences and events, and such other national, regional, and local associations, provided that General Manager's ability to perform his duties as IVGID General Manager is not compromised.

8.3 General Manager shall be paid his regular salary and benefits while traveling to, attending, or participating in professional activities, and shall be entitled to expense advances and/or reimbursement in accordance with IVGID's Personnel Policies or other applicable IVGID policy.

8.4 General Manager shall be entitled to reimbursement for the actual costs of the following expense categories that he incurs as a result of the professional development activities authorized in this section: airfare, rental car, conference fees, meals, and lodging, consistent with IVGID's Personnel Policies or other applicable policy and subject to annual budget appropriations.

8.5 General Manager shall notify the Board of Trustees in writing in advance of any absences of more than one day related to such professional development activities.

8.6 If General Manager wishes to engage in other outside professional activities (e.g. teaching, consulting, expert witness testimony, speaking, or other non-IVGID connected business for which compensation is paid), he shall seek and obtain express prior consent of the Board of Trustees. General Manager will take paid or unpaid leave time for all such outside activities of this nature should such activities interfere with the General Manager's regular IVGID duties.

SECTION 9. REIMBURSEMENT FOR EXPENSES

General Manager shall be entitled to reimbursement of reasonable business-related expenses subject to the requirements and restrictions of IVGID's Personnel Policies or other applicable policy.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
AGREEMENT
GENERAL MANAGER

SECTION 10. BONDING/INDEMNIFICATION

10.1 IVGID shall bear the full cost of any fidelity or other bonds required of General Manager under any law or ordinance. IVGID shall defend, hold harmless, and indemnify General Manager against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act of omission occurring in the performance of General Manager's duties, excepting any claim or demand arising out of (i) an alleged felony or other crime involving moral turpitude; (ii) fraud, material dishonesty, willful misconduct or gross negligence by the General Manager; or (iii) a violation of statute or law constituting misconduct in office or ethical violation.

10.2 IVGID may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom.

10.3 This Section 10 shall survive any termination or resignation of the General Manager or expiration of this Agreement. This section is not intended to provide any rights in excess of those rights provided by state law.

SECTION 11. MISCELLANEOUS

11.1 IVGID Board of Trustees, in consultation with General Manager, shall fix any other terms and conditions of employment as IVGID may determine from time to time, relating to the performance of General Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, IVGID Ordinances, Policy, or Resolution, or any applicable law. No such terms and conditions shall, be binding upon the parties to this Agreement unless and until they are reduced to writing and signed by both parties. Neither party may rely upon such terms and conditions without such an executed writing.

11.2 Unless otherwise specifically provided herein, all provisions of the policies and rules of IVGID relating to, vacation and sick leave, retirement contributions, health benefits, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to General Manager as they would to other IVGID employee. Except for terms expressly addressed by this Agreement, all other terms of IVGID's Personnel Policies and benefits programs shall apply. To the extent there is an inconsistency between the Personnel Policies or benefits programs, the terms of this Agreement shall apply.

SECTION 12. NOTICES

Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Incline Village General Improvement District
893 Southwood Blvd, Incline Village NV 89451
P: 775-832-1323
F: 775-832-1380

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
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GENERAL MANAGER

legal counsel or have voluntarily chosen not to do so. IVGID expressly agrees and acknowledges that IVGID General Manager was not representing IVGID regarding the terms of this Agreement. The parties agree any ambiguities in construing or interpreting this Agreement shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

IT IS SO AGREED:

IVGID GENERAL MANAGER

IT IS SO AGREED:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

IVGID Board Chairman

APPROVED AS TO FORM:

By: _____
IVGID General Counsel

ATTEST::

IVGID District Clerk

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
AGREEMENT
GENERAL MANAGER

[INSERT MOST CURRENT JOB DESCRIPTION]

MEMORANDUM

TO: Board of Trustees

FROM: Michaela Tonking, Secretary

SUBJECT: Review, discuss and possibly approve the contract with Best Best and Krieger LLP for legal services for the period of January 1, 2024 through December 31, 2024

DATE: January 17, 2024

Recommendation:

The board makes a motion to approve the contract with Best Best and Krieger LLP from January 1, 2024 through December 31, 2024 with Sergio Rudin serving as the District's General Counsel.

Background:

The District's contract for legal services with Best Best and Krieger LLP (BBK) expired on December 31, 2023. Josh Nelson, of BBK, has been the District's General Counsel since mid-2020. In late 2023, Mr. Nelson began transitioning the role of General Counsel to Sergio Rudin.

The board has discussed the possibility of issuing a Request for Proposal (RFP) for legal services, however the Interim General Manager has requested the board delay this action until the board hires a General Manager.

The board directed Trustee Tonking to meet with BBK and negotiate terms directed by the Board at the last board meeting. BBK was amenable to providing a year contract with a 90 day termination notice from BBK and 30 day termination notice from IVGID. BBK offered a discounted rate of \$275 for the first three hours of a meeting and then the original legal rate for all hours after, as well as a discounted rate of \$140 per hour.

Attachments:

DRAFT BBK contract
BBK modifications to rates

**AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into as of the 10th day of January, 2024, by and between the Incline Village General Improvement District (“Client”) and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law (“BB&K”).

2. RECITALS.

2.1 Client wishes to engage the services of BB&K as its General Counsel to perform all requested legal services for the Client on the terms set forth below.

3. TERMS.

3.1 Term. The term of this Agreement shall commence on January 1, 2024 and shall expire on December 31, ~~2026~~ 2024 unless earlier terminated in accordance with Section 3.3, 3.6 or 3.12.

3.2 Scope of Services. BB&K shall serve as General Counsel and shall perform legal services (“Services”) as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to by the Client and BB&K. Pursuant to Resolution No. 1898 section IV.F, and Nevada Rules of Professional Conduct, Rule 1.13, Client’s Board of Trustees is the highest authority of Client and holds ultimate decision-making regarding the Services. The Board Chair shall coordinate the Services. As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Preparation for, and attendance at, public Board of Trustees meetings;

3.2.2 Provision of legal counsel at such other meetings as directed by the Client;

3.2.3 Preparation or review of Client ordinances and resolutions, together with such staff reports, orders, agreements, forms, notices, declarations, certificates, deeds, leases and other documents as requested by the Client;

3.2.4 Rendering to the officers and employees of the Client legal advice and opinions on all legal matters affecting the Client, including new legislation and court decisions, as directed by the Client;

3.2.5 Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Client on legal matters pertaining to Client operations, as directed by the Client;

3.2.6 Performing legal work pertaining to property acquisition, property disposal,

public improvements, public rights-of-way and easements, as directed by the Client;

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3.2.7 Responding to inquiries and review for legal sufficiency ordinances, resolutions, contracts, and administrative and personnel matters, as directed by the Client;

3.2.8 Representing and assisting on litigation matters, as directed by the Client. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the Client, and any officer or employee of the Client, in all federal and state courts of this State, and alternative dispute resolution officer, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the Client or its agents or attorneys with respect to any lawsuit filed against the Client or any officer or employee thereof, for money or damages. Client understands and agrees that BB&K does not currently have a Nevada office. As such, all litigation matters will require local co-counsel per applicable requirements.

3.3 Designated General Counsel. Sergio Rudin shall be designated as General Counsel, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. No change in these assignments shall be made without the consent of the Board of Trustees. If, during the term of this Agreement, BB&K no longer has any Nevada counsel employed with the firm, the Client shall have the right to terminate this Agreement immediately notifying BB&K in writing so that the Client can hire replacement counsel. This termination provision shall supersede the time requirement for termination as set forth in Paragraph 3.12 of this Agreement.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.

3.5 Assistance. The Client agrees to provide all available information and documents reasonably necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.6 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service. It is agreed and understood by the parties hereto that a specific inducement to the Client to enter into this Agreement is that attorney Sergio Rudin will be personally involved in the representation of the Client and the delivery of services under this Agreement. If at any time, Mr. Rudin becomes substantially unavailable for any reason, the Client may terminate this Agreement immediately by notifying BB&K in writing so that the Client can hire replacement counsel. This termination provision shall supersede the time requirement for termination as set forth in Paragraph 3.12 of this Agreement.

3.7 Fees and Costs. BB&K shall render and bill for legal services in the following categories and at rates set forth in Exhibit "A" and in accordance with the BB&K Billing Policies set forth in Exhibit "B", both of which are attached hereto and incorporated herein by reference. In addition, the Client shall reimburse BB&K for reasonable and necessary expenses incurred by

it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services. Additionally, BB&K shall not charge for both mileage expenses at the rate allowed by the Internal Revenue Service *and* the time of the attorney for traveling those miles. For purposes of calculating mileage expense, BB&K shall use IVGID headquarters as the origin of all travel related to IVGID work.

3.8 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. Invoices shall be sent to invoices@ivgid.org with a copy to the Board Chair. Except as otherwise may be provided by Client policies approved by the Board of Trustees, the Board Chair shall review BB&K's monthly statements and approve the payment to BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.9 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. A separate schedule containing BB&K's insurance policies will be available for inspection upon Client's request.

3.10 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship. Subject to applicable Nevada law, the Board of Trustees shall be the holder of the attorney-client privilege, and unless otherwise required by law or ethical requirements, no confidential communications shall be disclosed to a third party without the consent of the Board of Trustees.

3.11 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon ~~thirty ninety (3090)~~ thirty (30) days' prior written notice from BB&K to the Client, and upon thirty (30) days' prior written notice from Client to BB&K, either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client. BB&K shall retain the Client's file for seven years or other applicable time period.

3.12 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.13 Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

3.14 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

3.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.18 Delivery of Notices. All notices permitted or required under this Agreement notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client: Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attention: District General
Manager

BB&K: Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attention: Sergio Rudin

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for General Counsel Legal Services as of the date first written above.

(signatures contained on following page)

**SIGNATURE PAGE TO
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP**

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By: _____
Sara Schmitz
Board Chair

Date: _____

BEST BEST & KRIEGER LLP

By: _____
Sergio Rudin
Partner

Date: _____

EXHIBIT "A"
TO
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP

1. Basic Legal Services - Description. Basic legal services shall include all services provided to Client that are not otherwise specifically identified below as Special Legal Services ("Basic Legal Services").

2. Basic Legal Services – Rates. The Client shall pay for Basic Legal Services at the following hourly rates:

Attorneys	\$285
Paralegals	\$175
Law Clerks	\$175
Litigation Analysts	\$175
Muni Analysts	\$175

3. Attendance at meetings. Attendance at meetings shall be billed at a discounted rate of \$275 per hour for Attorneys, up to a maximum of three hours, and thereafter shall be billed at the rate for Basic Legal Services. Travel, if requested by Client, for attendance at meetings, shall be billed at a rate of \$140 per hour.

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3.4. Special Legal Services - Description. Special Legal Services shall include the following types of services:

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A. Litigation and formal administrative or other adjudicatory hearing matters. For clarity, initiation and/or defense of litigation requires specific approval of the IVGID Board of Trustees. BB&K shall provide immediate notice to IVGID, in writing, of any litigation relating to IVGID which requires initiation or defense and make all reasonable efforts to allow time for IVGID to call a Special Meeting of the Trustees, if one is not regularly scheduled, so that proper authorization may be obtained from the Board of Trustees. Such reasonable efforts may include, but are not limited to, requesting an extension of time to file pleadings from opposing counsel or the opposing party.

B. Other matters mutually agreed upon between BBK and the Client and designated in writing from time to time as Special Legal Services.

4.5. Special Legal Services – Rates. The Client shall pay for Special Legal Services at the following hourly rates:

Attorney	\$320
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Paralegals	\$190
Law Clerks	\$190
Litigation Analysts	\$190
Muni Analysts	\$190

5. Adjustment for Inflation. We are happy to discuss mutually agreed upon adjustments whenever necessary. In addition, on July 1, 2024, and each July 1st thereafter, all hourly rates and amounts would be increased for the change in the cost of living for the prior calendar year, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth for the West Region. In light of the volatility of the current economic climate, BB&K will agree to limit the increase to ensure it will not exceed 5%.

EXHIBIT "B"
TO
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP

BB&K BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or our Accounts Receivable Department (accounts.receivable@bbkllaw.com). Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement agreement with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from \$210 to \$750 per hour, and our administrative assistants, research assistants, municipal analysts, litigation analysts, paralegals, para professionals and law clerks are billed at rates from \$70 to \$290 per hour. Additional consultants and/or specialists are available as needed and their rates will be charged at the rate then in effect for such personnel. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate

charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement agreement.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees. At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement agreement, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record.

If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

**AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into as of the 10th day of January, 2024, by and between the Incline Village General Improvement District (“Client”) and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law (“BB&K”).

2. RECITALS.

2.1 Client wishes to engage the services of BB&K as its General Counsel to perform all requested legal services for the Client on the terms set forth below.

3. TERMS.

3.1 Term. The term of this Agreement shall commence on January 1, 2024 and shall expire on December 31, 2024 unless earlier terminated in accordance with Section 3.3, 3.6 or 3.12.

3.2 Scope of Services. BB&K shall serve as General Counsel and shall perform legal services (“Services”) as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to by the Client and BB&K. Pursuant to Resolution No. 1898 section IV.F, and Nevada Rules of Professional Conduct, Rule 1.13, Client’s Board of Trustees is the highest authority of Client and holds ultimate decision-making regarding the Services. The Board Chair shall coordinate the Services. As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Preparation for, and attendance at, public Board of Trustees meetings;

3.2.2 Provision of legal counsel at such other meetings as directed by the Client;

3.2.3 Preparation or review of Client ordinances and resolutions, together with such staff reports, orders, agreements, forms, notices, declarations, certificates, deeds, leases and other documents as requested by the Client;

3.2.4 Rendering to the officers and employees of the Client legal advice and opinions on all legal matters affecting the Client, including new legislation and court decisions, as directed by the Client;

3.2.5 Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Client on legal matters pertaining to Client operations, as directed by the Client;

3.2.6 Performing legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and easements, as directed by the Client;

3.2.7 Responding to inquiries and review for legal sufficiency ordinances, resolutions, contracts, and administrative and personnel matters, as directed by the Client;

3.2.8 Representing and assisting on litigation matters, as directed by the Client. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the Client, and any officer or employee of the Client, in all federal and state courts of this State, and alternative dispute resolution officer, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the Client or its agents or attorneys with respect to any lawsuit filed against the Client or any officer or employee thereof, for money or damages. Client understands and agrees that BB&K does not currently have a Nevada office. As such, all litigation matters will require local co-counsel per applicable requirements.

3.3 Designated General Counsel. Sergio Rudin shall be designated as General Counsel, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. No change in these assignments shall be made without the consent of the Board of Trustees. If, during the term of this Agreement, BB&K no longer has any Nevada counsel employed with the firm, the Client shall have the right to terminate this Agreement immediately notifying BB&K in writing so that the Client can hire replacement counsel. This termination provision shall supersede the time requirement for termination as set forth in Paragraph 3.12 of this Agreement.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.

3.5 Assistance. The Client agrees to provide all available information and documents reasonably necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.6 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service. It is agreed and understood by the parties hereto that a specific inducement to the Client to enter into this Agreement is that attorney Sergio Rudin will be personally involved in the representation of the Client and the delivery of services under this Agreement. If at any time, Mr. Rudin becomes substantially unavailable for any reason, the Client may terminate this Agreement immediately by notifying BB&K in writing so that the Client can hire replacement counsel. This termination provision shall supersede the time requirement for termination as set forth in Paragraph 3.12 of this Agreement.

3.7 Fees and Costs. BB&K shall render and bill for legal services in the following categories and at rates set forth in Exhibit "A" and in accordance with the BB&K Billing Policies set forth in Exhibit "B", both of which are attached hereto and incorporated herein by reference. In addition, the Client shall reimburse BB&K for reasonable and necessary expenses incurred by

it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services. Additionally, BB&K shall not charge for both mileage expenses at the rate allowed by the Internal Revenue Service *and* the time of the attorney for traveling those miles. For purposes of calculating mileage expense, BB&K shall use IVGID headquarters as the origin of all travel related to IVGID work.

3.8 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. Invoices shall be sent to invoices@ivgid.org with a copy to the Board Chair. Except as otherwise may be provided by Client policies approved by the Board of Trustees, the Board Chair shall review BB&K's monthly statements and approve the payment to BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.9 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. A separate schedule containing BB&K's insurance policies will be available for inspection upon Client's request.

3.10 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship. Subject to applicable Nevada law, the Board of Trustees shall be the holder of the attorney-client privilege, and unless otherwise required by law or ethical requirements, no confidential communications shall be disclosed to a third party without the consent of the Board of Trustees.

3.11 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon ninety (90) days' prior written notice from BB&K to the Client, and upon thirty (30) days' prior written notice from Client to BB&K, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client. BB&K shall retain the Client's file for seven years or other applicable time period.

3.12 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.13 Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

3.14 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

3.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.18 Delivery of Notices. All notices permitted or required under this Agreement notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client: Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attention: District General
Manager

BB&K: Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attention: Sergio Rudin

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for General Counsel Legal Services as of the date first written above.

(signatures contained on following page)

**SIGNATURE PAGE TO
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP**

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By: _____
Sara Schmitz
Board Chair

Date: _____

BEST BEST & KRIEGER LLP

By: _____
Sergio Rudin
Partner

Date: _____

**EXHIBIT “A”
TO
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP**

1. Basic Legal Services - Description. Basic legal services shall include all services provided to Client that are not otherwise specifically identified below as Special Legal Services (“Basic Legal Services”).

2. Basic Legal Services – Rates. The Client shall pay for Basic Legal Services at the following hourly rates:

Attorneys	\$285
Paralegals	\$175
Law Clerks	\$175
Litigation Analysts	\$175
Muni Analysts	\$175

3. Attendance at meetings. Attendance at meetings shall be billed at a discounted rate of \$275 per hour for Attorneys, up to a maximum of three hours, and thereafter shall be billed at the rate for Basic Legal Services. Travel, if requested by Client, for attendance at meetings, shall be billed at a rate of \$140 per hour.

4. Special Legal Services - Description. Special Legal Services shall include the following types of services:

A. Litigation and formal administrative or other adjudicatory hearing matters. For clarity, initiation and/or defense of litigation requires specific approval of the IVGID Board of Trustees. BB&K shall provide immediate notice to IVGID, in writing, of any litigation relating to IVGID which requires initiation or defense and make all reasonable efforts to allow time for IVGID to call a Special Meeting of the Trustees, if one is not regularly scheduled, so that proper authorization may be obtained from the Board of Trustees. Such reasonable efforts may include, but are not limited to, requesting an extension of time to file pleadings from opposing counsel or the opposing party.

B. Other matters mutually agreed upon between BBK and the Client and designated in writing from time to time as Special Legal Services.

5. Special Legal Services – Rates. The Client shall pay for Special Legal Services at the following hourly rates:

Attorney	\$320
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Paralegals	\$190
Law Clerks	\$190
Litigation Analysts	\$190
Muni Analysts	\$190

5. Adjustment for Inflation. We are happy to discuss mutually agreed upon adjustments whenever necessary. In addition, on July 1, 2024, and each July 1st thereafter, all hourly rates and amounts would be increased for the change in the cost of living for the prior calendar year, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth for the West Region. In light of the volatility of the current economic climate, BB&K will agree to limit the increase to ensure it will not exceed 5%.

**EXHIBIT “B”
TO
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP**

BB&K BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or our Accounts Receivable Department (accounts.receivable@bbklaw.com). Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement agreement with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from \$210 to \$750 per hour, and our administrative assistants, research assistants, municipal analysts, litigation analysts, paralegals, para professionals and law clerks are billed at rates from \$70 to \$290 per hour. Additional consultants and/or specialists are available as needed and their rates will be charged at the rate then in effect for such personnel. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate

charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement agreement.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees. At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement agreement, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record.

If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

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