

NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District will be held starting at 6:00 p.m. on **Wednesday, July 17, 2019** in the Chateau, 955 Fairway Boulevard, Incline Village, Nevada.

- A. PLEDGE OF ALLEGIANCE*
- B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*
- C. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration.

Public Comment Advisory Statement – *A public body has a legitimate interest in conducting orderly meetings. IVGID may adopt and enforce reasonable restrictions on public comment to ensure the orderly conduct of a public meeting and orderly behavior on the part of persons attending the meeting. Public comment, as required by the Nevada Open Meeting Law, is an opportunity for people to publicly speak to the assembled Board of Trustees. Generally, it can be on any topic, whether or not it is included on the meeting agenda. In other cases, it may be limited to the topic at hand before the Board of Trustees. Public comment cannot be limited by point of view. That is, the public has the right to make negative comments as well as positive ones. However, public comment can be limited in duration and place of presentation. While content generally cannot be a limitation, all parties are asked to be polite and respectful in their comments and refrain from personal attacks. Willful disruption of the meeting is not allowed. Equally important is the understanding that this is the time for the public to express their respective views, and is not necessarily a question and answer period. This generally is not a time where the Board of Trustees responds or directs Staff to respond. If the Chair feels there is a question that needs to be responded to, the Chair may direct the General Manager to coordinate any such response at a subsequent time. Finally, please remember that just because something is stated in public comment that does not make the statement accurate, valid, or even appropriate. The law mitigates toward allowing comments, thus even nonsensical and outrageous statements can be made. However, the Chair may cut off public comment deemed in their judgment to be slanderous, offensive, inflammatory and/or willfully disruptive. Counsel has advised the Staff and the Board of Trustees not to respond to even the most ridiculous statements. Their non-response should not be seen as acquiescence or agreement just professional behavior on their part. IVGID appreciates the public taking the time to make public comment and will do its best to keep the lines of communication open.*

- 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. DISTRICT STAFF UPDATE (*for possible action*)
 - 1. General Manager Steve Pinkerton – **pages 5 - 14**
- F. REPORTS TO THE BOARD OF TRUSTEES*
 - 1. Verbal Update on 4th of July 2019 – Assistant General Manager Indra Winquest

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 • FAX (775) 832-1122

www.yourtahoeplace.com

NOTICE OF MEETING

Agenda for the Board Meeting of July 17, 2019 - Page 2

G. CONSENT CALENDAR (*for possible action*)

Excerpt from Policy 3.1.0, Conduct Meetings of the Board of Trustees

0.15 Consent Calendar. In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include changes to user rates or taxes, adoption or amendment of ordinances, or any other action which is subject to a public hearing. Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar." A memorandum will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section. Any member of the Board may request the removal of a particular item from the consent calendar and that the matter shall be removed and addressed in the general business section of the meeting.

1. Review, discuss, and possibly approve a Grant of Easement to NV Energy on District Property APN: 125-010-17 for the Purposes of Constructing, Operating, Adding to, Modifying, Removing, Accessing and Maintaining Above and Below Ground Communication Facilities and Electric Line Systems (Requesting Staff Member: Director of Public Works Joe Pomroy) – **pages 15 - 24**
2. Review, discuss, and possibly approve a Grant of Easement to NV Energy District Property APN: 127-280-01 (Incline Beach) for the Purposes of Constructing, Operating, Adding to, Modifying, Removing, Accessing and Maintaining Above and Below Ground Communication Facilities and Electric Line Systems (Requesting Staff Member: Director of Public Works Joe Pomroy) – **pages 25 - 50**
3. Review, discuss, and possibly approve the Memorandum of Understanding with North Tahoe Conservation District for Rosewood Creek (Requesting Staff Member: Director of Public Works Joe Pomroy) – **pages 51 - 58**

H. GENERAL BUSINESS (*for possible action*)

1. Review, discuss, and possibly authorize Purchase Order to CDW-G to acquire NuTanix Virtual Cluster Server Hardware and Operating System Licenses and 5 years of manufacturer support to replace current end of life systems. – 2019/2020 Capital Improvement Project; Fund: General Division: Administration; Project # 1213CO1505; Vendor: CDW-G in the amount of \$192,836.60 (Requesting Staff Members: Director of Finance Gerry Eick) – **pages 59 - 62**
2. Review, discuss, and possibly provide input to finalize the July 24, 2019 Community Forum – Topic is Ordinance 7 “An Ordinance Establishing Rates, Rules and Regulations for Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District” (Requesting Staff Member: Assistant General Manager Indra Winquest) – **pages 63 - 78**

NOTICE OF MEETING

Agenda for the Board Meeting of July 17, 2019 - Page 3

3. Review, Discuss and Possibly Receive Input from the Board of Trustees on the 2019 Final Draft of the Community Services Master Plan (Requesting Staff Member: Assistant General Manager Indra Winquest) – **pages 79 - 84**
 4.
 - A. Approval of the District's Form 4410LGF Indebtedness Report and related Debt Management Policy as of June 30, 2019 for filing with the Nevada Department of Taxation and the Washoe County Debt Commission (Requesting Staff Member: Director of Finance Gerry Eick)
 - B. Approval of Form 4411LGF Five Year Capital Improvement Plan, related IVGID prepared Five Year Capital Project Summary, and Carry Over Schedule, for the fiscal years starting 2019-2020, for filing with the Nevada Department of Taxation, the Washoe County Clerk and the State of Nevada Legislative Counsel Bureau (Requesting Staff Member: Director of Finance Gerry Eick) – **pages 85 - 125**
 5. Information Only - Summary of Recruitment Process for General Manager, 1984 to Present - (Requesting Staff Member: District General Manager Steve Pinkerton) – **pages 126 - 128**
 6. Review, discuss and possibly approve the orderly and timely transition of responsibility from the current District General Manager Steven J. Pinkerton to the Interim General Manager by terminating his active duties as General Manager at 5:00 p.m. on August 2, 2019 and approving the use of accrued vacation leave for the balance of the 90-day notice period **and** review, discuss and possibly approve an Appointment of Assistant General Manager Indra Winquest to Interim General Manager effective 5:00 p.m. on August 2, 2019 (Requesting Trustee: Chairwoman Kendra Wong) – **page 129**
 7. Review, discuss, and possibly provide direction to Staff regarding a possible recruitment process for General Manager (Requesting Trustee: chairwoman Kendra Wong) – **page 130**
 8. Information about the IVGID General Manager's Authority to Retain an Attorney to Defend IVGID when IVGID or a Trustee, Officer or Employee of IVGID is Sued (Requesting Trustee: Chairwoman Kendra Wong) – **pages 131 - 142**
- I. APPROVAL OF MINUTES (*for possible action*)
1. Regular Meeting of June 19, 2019 – **pages 143 - 355**

NOTICE OF MEETING

Agenda for the Board Meeting of July 17, 2019 - Page 4

- J. REPORTS TO THE IVGID BOARD OF TRUSTEES*
 - 1. District General Counsel Jason Guinasso
- K. BOARD OF TRUSTEES UPDATE (**NO DISCUSSION OR ACTION**) ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*
- L. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration; see **Public Comment Advisory Statement** above.
- M. REVIEW WITH BOARD OF TRUSTEES, BY THE DISTRICT GENERAL MANAGER, THE LONG RANGE CALENDAR (*for possible action*) – **pages 356 - 357**
- N. ADJOURNMENT (*for possible action*)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, July 12, 2019 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of July 17, 2019) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were either faxed or e-mailed to those people who have requested; and a copy was posted at the following seven locations within Incline Village/Crystal Bay in accordance with NRS 241.020:

- 1. IVGID Anne Vorderbruggen Building (Administrative Offices)
- 2. Incline Village Post Office
- 3. Crystal Bay Post Office
- 4. Raley's Shopping Center
- 5. Incline Village Branch of Washoe County Library
- 6. IVGID's Recreation Center
- 7. The Chateau at Incline Village

/s/ Susan A. Herron, CMC

Susan A. Herron, CMC

District Clerk (e-mail: sah@ivgid.org/phone # 775-832-1207)

Board of Trustees: Kendra Wong, Chairwoman, Tim Callicrate, Peter Morris, Phil Horan, and Matthew Dent.

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. Copies of the packets containing background information on agenda items are available for public inspection at the Incline Village Library.

IVGID'S agenda packets are now available at IVGID's web site, www.yourtahoeplace.com; go to "Board Meetings and Agendas". A hard copy of the complete agenda packet is also available at IVGID's Administrative Offices located at 893 Southwood Boulevard, Incline Village, Nevada, 89451.

*NRS 241.020(2) and (10): 2. Except in an emergency, written notice of all meetings must be given at least 3 working days before the meeting ...10. As used in this section, "emergency" means an unforeseen circumstance which requires immediate action and includes, but is not limited to: (a) Disasters caused by fire, flood, earthquake or other natural causes; or (b) Any impairment of the health and safety of the public.

MEMORANDUM

TO: Board of Trustees

FROM: Steven J. Pinkerton
General Manager

SUBJECT: General Manager's Status Report
Prepared for the meeting of July 17, 2019

DATE: July 8, 2019

Financial Transparency

The Monthly District Financials are posted on the Financial Transparency page <https://www.yourtahoeplace.com/ivgid/financial-transparency>.

Through the first eleven months of the Fiscal Year, District-wide revenues are \$3,381,027 ahead of the original budget and District-wide operating uses are \$841,402 below the original budget. In total, we are \$4.2 million to the good for year to date original budget. The net numbers on the Financial Transparency page are different as they reflect the budget augmentation approved by the Board of Trustees on May 22, 2019. Due to the great season at Diamond Peak, the budget was augmented with \$2.8 million of additional revenue and \$430,000 in additional expenses.

The Fiscal Year End (pre-audit) financials should be posted by mid-month.

The Capital Improvement Report for the third quarter of the Fiscal Year is now available on the Financial Transparency page.

Also please note that the 2019-20 adopted budget is now available for detailed viewing on the District's OpenGov.com portal, which is accessible from the Financial Transparency page.

In addition, based on feedback received at the May 22, 2019 Board of Trustees Meeting, saved views for the Hyatt Sports Shop are now accessible in the OpenGov.com toolbar. Interested parties can click on pre-saved views of the Combined Golf and Ski budget, or click on budgets for either the Golf or Ski Budget Divisions. Other recent saved views include "Charitable Allowances (4270)" and "Charitable Allowances by Venue."

Venue Status Reports

Venue Status reports are available on a monthly basis for key venues and operations. Reports are prepared for Public Works, Parks & Recreation, Finance/Accounting, Risk Management, Human Resources along with Ski and Golf when they are in season.

These reports are used to provide the Board of Trustees and the community with a summary of the activities for each venue, including significant expenditures performed under the

General Manager's authority. For example, the Public Works status report for April notes that there were two new Public Works contracts issued in May.

This report also includes monthly updates on Public Works benchmarks. For example, customer service requests in May numbered 157, slightly above the three-year average for May of 155. For the Fiscal Year-to-Date, customer service requests are seven below the three-year average of 1,036.

There were two Trash Complaints (actual call-outs) in May. For the Fiscal Year-to-Date, complaints are 33 versus 335 the previous fiscal year. The Status Report also includes a six-year summary of fines paid and credits issued.

Wastewater flow was at 29 million in May, which was consistent with the three-year average. For the Fiscal Year-to-Date, total flows are at 321 million, below the three-year average of 335 million.

The Business Office had another busy month with 65 accounts delinquent, 252 owners with potential water leaks, and updated ownership information for 27 properties. One account remains shut off for non-pay.

The Finance/Accounting and Risk Management Status Report for May provides an update on the Sales Tax Refund by the State of Nevada, Investment Status and a number of other timely issues. It also outlined the District's latest Risk Management and Safety Initiatives.

In addition, the upcoming June Finance/Accounting and Risk Management Status Report will be publishing the Notification to Spend for Fiscal Year 2020. Prior to Fiscal Year 2019, we'd sent this as an email to the Board of Trustees. It is now in the Monthly Status Report so that it is available for public review.

The Human Resources Status Report included updates on employee recruitment, training, and worker's compensation.

The Venue Status reports are typically posted by the middle of each month and can be accessed on the District's "Resources" web page.

Bidding Opportunities

The District's "Resources" web page also includes a Bidding Opportunities link for businesses and the community.

Invitations to Bid, a quarterly update of projects awarded in excess of \$25,000 in value since April 30, 2015 along with a link to pertinent Nevada Revised Statutes (NRS) code sections related to procurement and contracts are included in this section of the web page.

In addition, it includes a link to planetbids.com, which is where interested parties can search for District bid opportunities and review all bid documents. For recent bidding opportunities, it includes a list of prospective bidders and bid results.

Currently there are three invitations to bid are listed on the site: Water Pump Station 2-1 Electrical Upgrades, Diamond Peak Resort Snowmaking Fan Guns, and the Mountain Course Clubhouse Restoration.

Capital Projects Update

Design

WRRF Aeration System Improvements

The aeration process of wastewater treatment supplies oxygen to facilitate the biological activity that converts raw sewage into treated wastewater effluent. The plant has six-200,000-gallon aeration basins with two jet aeration clusters per basin. These clusters utilize pressurized air to mix and recirculate the wastewater and provide the necessary oxygen to the microorganisms. The pressurized air is delivered by multistage centrifugal blowers that are metered by electronically operated valves in order to keep the correct balance of oxygen in the aeration basins at all times. This project funds the design and replacement of the aeration system equipment at the WRRF. The age of the equipment, the number of hours of operation, and condition assessment indicates the existing centrifugal blowers are at the end of their serviceable life. Additionally, the blowers are no longer supported by the manufacturer and replacement parts are difficult to acquire. Jacobs Engineering is working on the designs documents and final bid level documents are scheduled to be completed in the July 2019 to replace aeration blowers and associated piping, valves and control system. Staff completed review of the plans and specifications and advertisement for bids has been set for September 6, 2019 and project completion in May 2020.

SPS #1 – (Overflow Parking Lot)

The District owns 18 sewer pumping stations in Incline Village and Crystal Bay. Sewer Pump Station #1 collects and transports 50 percent of the raw sewage and transport to the wastewater treatment plant on Sweetwater Road. If something were to happen to Sewer Pump Station #8 there is a direct bypass that would send all of the raw sewage to Sewer Pump Station #1, thus accounting for 75 percent of the raw sewage in the District. Constructed in the early 1970s this station has provided reliable service. The station contains the mechanical and electrical equipment to pump sewage to the wastewater treatment plant. The equipment in the station to be replaced as a part of this project are the variable frequency drives for the three pump sets. Jacobs Engineering is working on the design for the replacement of the three variable frequency drives (VFD's) and replacement of the motor control center (MCC). Staff completed review of the plans and specifications and advertisement for bids has been set for August 2, 2019 and project completion in May 2020.

WPS 2-1 Incline – (Burnt Cedar Beach)

Water Pump Station 2-1 (WPS 2-1) is located at the Burnt Cedar Water Disinfection Plant (BCWDP) and pumps the disinfected potable water into the water distribution system to serve Incline Village and Crystal Bay. WPS 2-1 was largely constructed in 1972 with minor upgrades in 1995 and 2012. The electric motor control centers (MCCs) and switchgear at WPS 2-1 date to the original 1972 installation. This equipment does not meet modern OSHA requirements for Arc Flash safety and the MCCs and switchgear is at the end of its service life and no longer supported by the respective manufacturers. Jacobs Engineering is working on the design for the replacement of the three water pump motor soft starts and replacement of the motor control center (MCC). Staff completed review of the plans and specifications and advertisement for bids were issued July 5, 2019 and project completion in April 2020.

Tennis Center Renovation

The Board approved on June 19 for staff to begin the design of the tennis center renovation. A scoping meeting with the Architect is scheduled for July and design will begin in August. The project will be brought back to the Board for design review and prioritization in December. The key project objectives are renovation of the pro-shop buildings and surrounding site to renovate aging restrooms, expand the pro-shop by enclosing outdoor kitchenette area, expand and enhance the deck area, improve wayfinding and flow of traffic through the Tennis Center, and install new bocce courts.

Mountain Course Clubhouse Renovation

On August 11, 2018 a fire occurred in the Mountain Course Clubhouse which completely decimated the kitchen area. Smoke damage was incurred throughout the facility, which in turn affects walls, flooring and mechanical systems. The District's insurance coverage is for replacement. However, the evaluation of what is the best solution long term for the operations indicates a revised allocation of floor space, changes to access and substantial change to customer flow requires a makeover of the floor plan. These changes facilitate other objectives including a long standing issue of ADA accessibility to the lower level for food service. The plans also include construction of a new and expanded deck and the installation of new windows and doors. The Board approved the design on May 22 and authorized advertising for bids which then occurred on June 21. Staff anticipates bringing a construction contract award to the Board on August 14.

Construction

Repair Deck, Stairs, and Powder Coat all Patio Deck Railings

This project will replace the railings and southern stairway on the eastside deck at the Recreation Center. The Board awarded the contract to Bruce Purves Construction on April 10, 2019. Project is in construction and stairwell removal has been completed, patching and stucco is complete and the new stairs and railing will be installed in July.

Water Reservoir Safety and Security Improvements

This project would replace the ladders that access the top of the water reservoirs, install intermediate access platforms, install protective railings and install new fall protection devices. The exterior access to the roof area is required to meet the needs of the District to monitor the water quality in the reservoirs and perform routine repairs to radio communication equipment. The ladders also need to be secured from access by the public. The reservoir ladders, fall protection, platforms, and protective railings will meet the current Occupational Safety and Health Administration (OSHA) safety standards. The Board awarded the contract to Resource Development Company on April 10, 2019. Construction will begin this summer and is expected to be substantially complete by June 30, 2020.

ADA Access to Golf Course Bathrooms (Mountain Course)

The Mountain Golf Course on-course bathrooms at holes #6 and #13, and the site surrounding the restrooms are not in compliance with current American Disabilities Act (ADA) requirements for access due to excessive cross slopes between the golf cart parking and the restrooms entryway. This project will re-construct the cross slopes and pave access from the golf cart parking to the restrooms entryway. The project was awarded to Colbre Grading and Paving at the January 23, 2019 Board Meeting. Construction began the week of the June 3rd. The 6th hole portion is complete and back in service and 13th hole portion will be complete in mid-July.

Incline Park Ballfields Renovations

The project was awarded to Rapid Construction at the March 18, 2019 District Board meeting. The project was reduced in scope to only improvements at Field #3 to include:

- New Baseball-specific Turf Infield, Drainage, and Irrigation
- New outfield specific French Drain
- New Scoreboard with naming rights panel
- New Modular Batting Cages with retaining/seating wall
- New Foul Poles
- Expansion of outfield dimensions, fencing replacement, and renovated outfield warning track
- New Backer Board at Backstop/Includes padding
- New enclosed custom modular Dugouts with equipment storage
- Site Signage Improvements

TRPA pre-grade is July 8, construction will commence immediately and will be substantially completed by October 15, 2019.

Other Projects

The Grant funded Incline Creek Restoration project located on the Hole 14 of the Championship Golf Course was awarded to Aspen Developers with construction slated for post-Labor Day 2019. A new backflow device is being installed at the Incline Park Ballfields.

IVGID Quarterly

The June quarterly is released. This quarterly includes a number of features on our Public Works department, our summer event calendar and an update on our current construction projects. With Public Works prominently featured in this edition, the front cover is graced with a photo of the Wastewater Treatment Facility.

Tahoe East Shore Trail Debut

The June Quarterly also has a feature on the Tahoe East Shore Trail. The three-mile stretch of trail, starting near Tunnel Creek Café and terminating at Sand Harbor, is expected to open at the end of this month.

A formal grand opening ceremony was held on June 28, 2019 at 3:30pm.

General Manager Goals for FY2018-2019 – Updated as of 6/30/2019

Attached is a copy of the General Manager's goals and accomplishments for the past fiscal year. Highlights include:

- All Objectives for 2018-2020 either completed or in process.
- All Budgeted Initiatives for 2018-2019 completed or in process.
- Adopted a Fiscal Year 2019-2020 Budget that is fully aligned with the updated District Strategic Plan.
- As of May 31, 2019, Overall District Revenue exceeded original budget by nearly \$3.4 million and Net Operating Sources exceeded original budget by over \$4.2 million.
- As of May 31, 2019, all Major Fund Budgets (General, Utility, Community Services, Beach) exceeded originally budgeted Net Operating Sources.

The balance of the document outlines the accomplishments by Long Range Principle.

Assistant General Manager

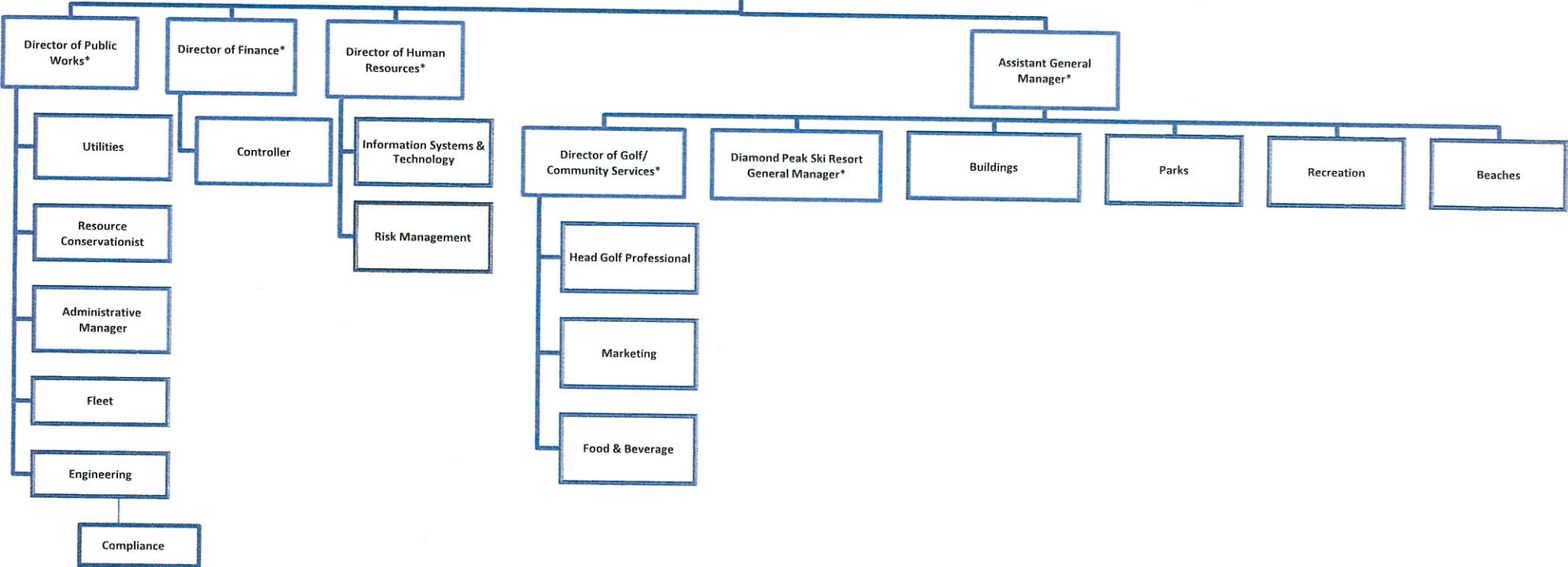
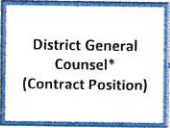
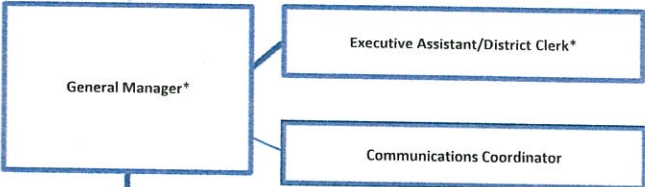
The approved 2019-2020 budget included the addition of an Assistant General Manager position. Consistent with that direction, Director of Parks and Recreation Indra Winquest has been selected for the position.

This promotion does not increase the number of management staff, as Indra's current position will not be filled. Assistant General Manager Winquest will be reorganizing the Parks and Recreation Department to ensure that there is appropriate Staff support for all duties no longer performed by Indra.

The updated organizational chart, first presented during budget deliberations, is attached.

INCLINE VILLAGE AND CRYSTAL BAY COMMUNITIES

IVGID BOARD OF TRUSTEES				
Tim Callicrate	Matthew Dent	Kendra Wong	Peter Morris	Phil Horan
Term Expires 2022	Term Expires 2020	Term Expires 2022	Term Expires 2020	Term Expires 2020



July 3, 2019

* Members of the Senior Team

GENERAL MANAGER GOALS/ACCOMPLISHMENTS FOR FY2018-2019

Updated as of 6/30/2019

General Manager Goals for Fiscal Year 2017-2018 were approved with a 5-0 vote by the Board of Trustees on October 25, 2017. Stated goals were continued for 2018-19.

Summary of Goals

- Ensure that the Strategic Plan is implemented in an effective and timely manner;
- Execute all the implementation actions outlined in the Strategic Plan;
- Monitor external factors and reassess elements of the Strategy, as necessary; and
- Focus appropriate energies on the elements of the Plan which require the highest level of direct involvement from the General Manager.

Highlights

General

- IVGID Strategic Plan updated and approved by Board of Trustees on May 9, 2018.
- All Objectives for 2018-2020 either completed or in process.
- All Budgeted Initiatives for 2018-2019 completed or in process.
- Adopted a Fiscal Year 2019-2020 Budget that is fully aligned with the updated District Strategic Plan.
- As of May 31, 2019, Overall District Revenue exceeded original budget by nearly \$3.4 million and Net Operating Sources exceeded original budget by over \$4.2 million.
- As of May 31, 2019, all Major Fund Budgets (General, Utility, Community Services, Beach) exceeded originally budgeted Net Operating Sources.

District Strategic Plan: 2018-19 Accomplishments

Long Range Principle #1 -Resources and Environment

- Continued to play lead role in Tahoe Water Suppliers Association's efforts to ensure an environmentally sound remediation plan for Tahoe Keys.
- Secured grant funding for water system improvements through continued participation in the Community Fire Prevention Partnership.
- Gained approval for a combined water/sewer utility rate that is the lowest in the region.

Long Range Principle #2 – Finance

- Received Government Finance Officers Association certificate for Comprehensive Annual Financial Report for 19th consecutive year.

GENERAL MANAGER GOALS/ACCOMPLISHMENTS FOR FY2018-2019

Updated as of 6/30/2019

- Issued unqualified (clean) opinion on Comprehensive Annual Financial Report.
- Last bond rating by Moody's was Aa1.
- Updated Performance Measures District-wide in conjunction with 2019-2020 Budget. Dashboards updated quarterly and included in budget document for all major functional areas.
- Conducted multiple budget workshops with Board of Trustees leading up to budget adoption.
- Provided Board of Trustees with five-year financial projections for capital improvements and debt service.
- Combined Cost of Recreation/Beach Facility remained flat for the tenth consecutive year.

Long Range Principle #3 – Workforce

- Implemented findings of employee engagement survey to assist with sustainability of staff and enhance support of managers and supervisors.
- Conducted management training sessions to improve execution of employee performance review process.
- Implemented “pay for performance” program for all full time employees.
- Incorporated Customer Care Council recommendations into employee incentive programs.
- Continued to closely monitor staffing hours to ensure consistency with Affordable Care Act requirements.
- Employee Health and Wellness Program continues to pay dividends as District health care costs only modestly increased in 2019.
- Employee Safety program continues to assist in keeping risk insurance premium affordable and worker's compensation rates flat.
- Accountability measures incorporated into all full time employee performance reviews.

Long Range Principle #4 – Service

- Continue to monitor and update performance metrics established to better measure service levels at each venue/operation.
- Fourth year of more customer-centric Point of Sale Systems in place at Ski, Recreation Center, and Chateau Grille. Third year of implementation at Golf Courses.
- Coordinated with Incline Visitor's Bureau to implement re-tolled 4th of July Celebration.
- Adopted Fiscal Year 2019-2020 budget that includes further refinement of “scalability” for Food & Beverage expenditures.
- Provided 90 Customer Service Training Sessions during year for new, returning and existing employees.
- Finalized Community Services Master Plan by providing a second round of community feedback to ensure enhanced communication and transparency.

GENERAL MANAGER GOALS/ACCOMPLISHMENTS FOR FY2018-2019

Updated as of 6/30/2019

- Biannual Community Survey indicated improvements in communication, transparency and customer service.

Long Range Principle #5 – Assets and Infrastructure

- Completed on time and under budget the Incline Creek Culvert rehabilitation at Diamond Peak.
- Finalized \$1.2 million in private donations to allow completion of improvements at the Incline Park Ball Fields.
- Secured grant funds to pay for 80 percent of the cost of the restoration of Incline Creek at 14th hole of Championship Golf Course. Secured additional grant dollars to assist with rising construction costs.
- Completed the data collection phase for the condition assessment of the 30,000 linear feet of effluent export line, Segment 2 and Segment 3.
- Conducted a number of studies to assess current and future facility needs for programming, operations and administration.
- Conducted interactive design process for Mountain Course Clubhouse proposed renovation.
- Submitted final draft of the Community Services Master Plan.

Long Range Principle #6 – Communication

- Held community meetings throughout the year as directed by the Board of Trustees.
- Community Forum on Beaches held on July 11, 2018.
- Community Forum on District Capital Projects Finances held on September 11, 2018.
- Solicited participation in Community Survey.
- GM's Corner published in *Tahoe Daily Tribune* on a regular basis.
- Financial Transparency page on IVGID website continues to add additional information as requested by the Board of Trustees and public.
- Proposed 2019-2020 budget released on opengov.com portal on IVGID website.
- Implemented new Community Engagement Survey Tool.
- IVGID Quarterly expanded with additional special editions for Recreation Guide, continued to be mailed to all property owners.
- Continued interaction with social media outlets and engagements (Facebook, Talk2IVGID, Nextdoor.com).
- Conducted and attended regular meetings with Washoe County and other local agencies and special districts to promote interagency cooperation.

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Joseph J. Pomroy, P.E.
Director of Public Works

Michael Lefrancois, P.E.
Senior Engineer

SUBJECT: Review, discuss, and possibly approve a Grant of Easement to NV Energy on District Property APN: 125-010-17 for the Purposes of Constructing, Operating, Adding to, Modifying, Removing, Accessing and Maintaining Above and Below Ground Communication Facilities and Electric Line Systems

DATE: July 1, 2019

I. RECOMMENDATION

Staff recommends that the Board of Trustees:

1. Approve Grant of Easement to NV Energy on District Property APN: 125-010-17 for the Purposes of Constructing, Operating, Adding to, Modifying, Removing, Accessing and Maintaining Above and Below Ground Communication Facilities and Electric Line Systems.
2. Authorize Staff to execute the easement documents upon review by District Counsel.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.

III. BACKGROUND

NV Energy is requesting the District grant an easement on District Parcel APN 125-010-17, a 213.85 acre mountain parcel located in Incline Village Unit 4, in the area of Dale Drive. The estimated easement area is 1,912 square feet for the installation of new utility infrastructure including utility poles. The end of Dale Drive is where a set of electrical transmission towers enter the community of Incline Village. These new poles are needed for providing electrical service. The easement is adjacent to Dale Drive and does not impact District use of the parcel.

The District followed the notification requirements in Resolution 1475, A Resolution Establishing Policy for the Granting of Easements Across District Property, that requires written notice be given to owners of property within three hundred (300) feet of the District property at least 30 days prior to the date the request will be considered. The notice was mailed out the last week of May. The notice and effected area is provided as attachments to this memo. The easement document, notification letter and notification map is also included as an attachment.

IV. FINANCIAL IMPACT AND BUDGET

NV Energy will be required to prepare and record all easement documents. NV Energy is responsible for construction of all improvements. There is no financial impact to the District.

V. ALTERNATIVES

No alternatives provided. The District works cooperatively with public agencies and utility companies to provide necessary easements and encroachments to facilitate providing public services to the community.

VI. COMMENTS

Providing NV Energy access to maintain this infrastructure is beneficial to the communities of Incline Village and Crystal Bay as well as the Incline Village General Improvement District as it helps ensure the reliable delivery of utility service.

This item has been placed on the consent calendar because it is a routine matter and follows Resolution 1475.

Review, discuss, and possibly approve a Grant of -3-
Easement to NV Energy on District Property APN:
125-010-17 for the Purposes of Constructing, Operating,
Adding to, Modifying, Removing, Accessing and
Maintaining Above and Below Ground Communication
Facilities and Electric Line Systems

July 1, 2019

VII. BUSINESS IMPACT

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

APN(s): 125-010-17

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:**

Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

Incline Village General Improvement District, a Nevada quasi-municipal corporation and political subdivision of the State of Nevada,, (“Grantor”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to **Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy (“Grantee”)** and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements (“**Utility Facilities**”) upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“**Easement Area**”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

APN(s): 125-030-06 & 125-030-13
RW# RW-0701-2018
Proj. # 3002561039
Project Name: E-THRID CREEK CROSSING-SAIDI-NVE CPM
GOE_DESIGN_OH_UG (Rev. 8/2017)

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

APN(s): 125-030-06 & 125-030-13
RW# RW-0701-2018
Proj. # 3002561039
Project Name: E-THRID CREEK CROSSING-SAJDI-NVE CPM
GOE_DESIGN_OH_UG (Rev. 8/2017)



W.O. 3001796648

Incline Village General Improvement District

APN: 125-010-17

EXHIBIT "A"
EASEMENT

A portion of the Northwest quarter of Section 17, Township 16 North, Range 18 East, M.D.M., Washoe County, Nevada; situated within that Parcel of land described as Parcel D of Incline Village Unit No. 4, recorded as File Number 158761 on November 6, 1969, Official Records of Washoe County, Nevada, more particularly described as:

COMMENCING at the Northwest Corner of Knotty Pine Drive per said map;

THENCE South 83°53'58" East, 50.00 feet to the **POINT OF BEGINNING**;

THENCE South 43°44'55" East, 43.43 feet;

THENCE South 31°23'02" East, 37.23 feet to the beginning of a non-tangent curve to the left having a radius of 125.00 feet;

THENCE along said curve 8.96 feet through a central angle of 04°06'25" to the beginning of a reverse curve to the right having a radius of 74.19 feet;

THENCE along said curve 110.03 feet through a central angle of 84°58'28" to the **TERMINUS OF THIS DESCRIPTION and the POINT OF BEGINNING.**

Together with the right to install guy and anchor facilities at poles required, to support said poles. Said facilities to extend not more than 25 feet from poles so supported.

Said Easement contains 1,912 square feet more or less.

See Exhibit "A-1" attached hereto and made a part thereof.

The Basis of Bearings for this Exhibit is said Incline Village Unit No.4.

Prepared by Seth Horm, L.S.I.

EXHIBIT A-1

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT
125-010-17
PARCEL D
INCLINE VILLAGE
UNIT NO.4
TM 1136/DOC #158761
ESMT AREA=1,912 SF±

P.O.C.
NW CORNER
KNOTTY PINE
DRIVE
TM 1136

U.S.A.
123-010-08

50.00'
S83°53'58"E P.O.B.

$\Delta=84^{\circ}58'28''$
R=74.19'
L=110.03'
T=67.952'

43.43'
S43°44'55"E

37.23'
S31°23'02"E

N4°16'24"E (R)

S11°07'28"W (R)

$\Delta=4^{\circ}06'25''$
R=125.00'
L=8.96'
T=4.482'

122-135-25

N



KNOTTY PINE DRIVE

DALE DRIVE



6100 NEIL RD.
RENO, NV 89511
775-834-4011

EXHIBIT MAP
EASEMENT

INCLINE VILLAGE G.I.D.
APN #125-010-17

T. 16 N., R. 18 E., S.17-M.D.M.
INCLINE VILLAGE WASHOE NEVADA

04/24/19

1 OF 1

SCALE: 1" = 100'
K:\Survey\CSE\Cse_Cad\3001976648 CPM-Incline 4200 SAID\dwg\
3001976648 Incline 4200-SAID.dwg <sh23446>
24Apr19-12:52



May 22, 2019

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request to modify or create a utility easement across IVGID lands. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

This easement modification will help facilitate installation/replacement of aging infrastructure near Dale Drive.

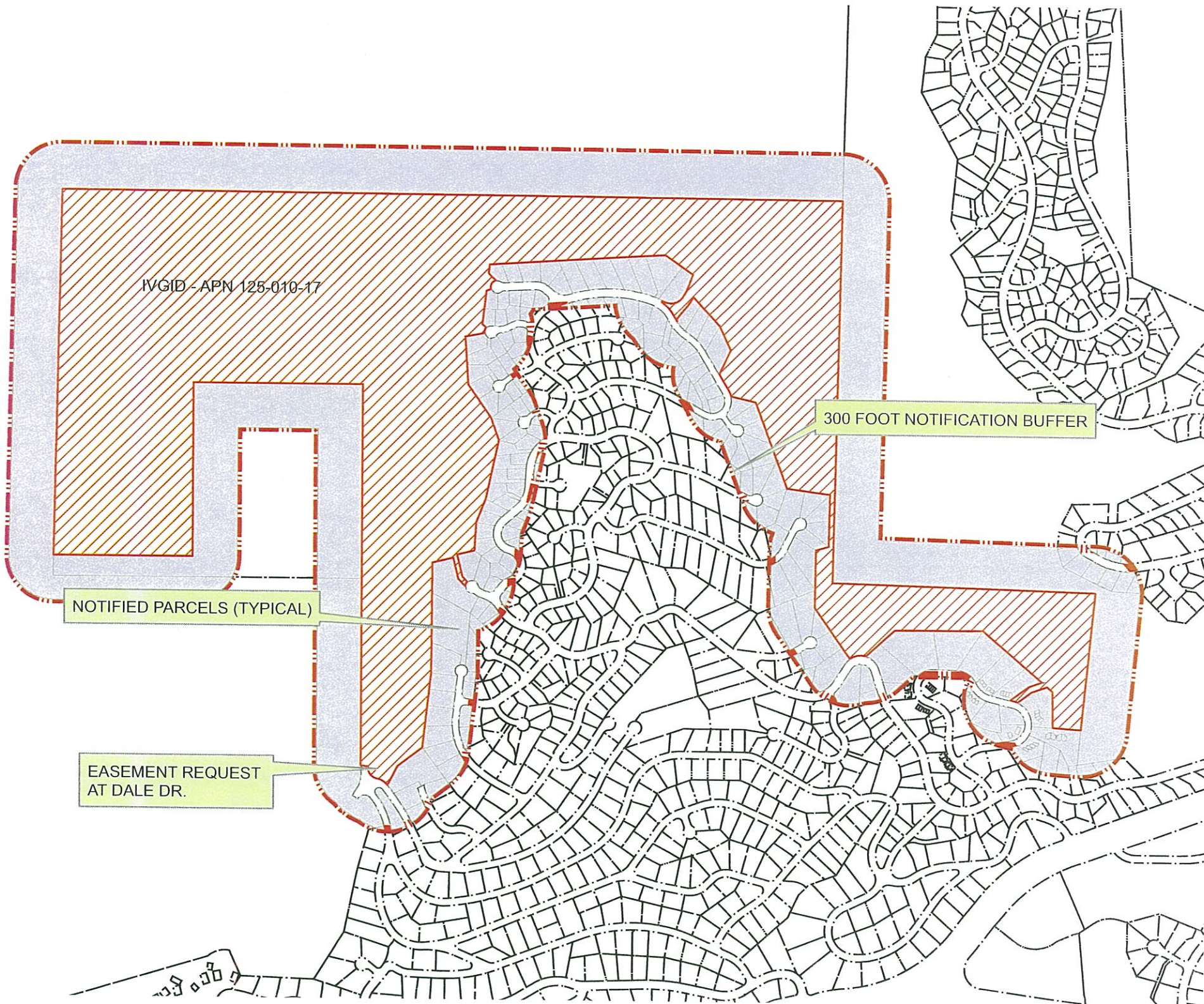
Granting of this easements will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:

www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-andagendas

Should you have any questions regarding NV Energy's request affecting District property please contact the IVGID Engineering Division at 775-832-1267.

Thank you.



IVGID - APN 125-010-17

300 FOOT NOTIFICATION BUFFER

NOTIFIED PARCELS (TYPICAL)

EASEMENT REQUEST
AT DALE DR.

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Joseph J. Pomroy, P.E.
Director of Public Works

Michael Lefrancois, P.E.
Senior Engineer

SUBJECT: Review, discuss, and possibly approve a Grant of Easement to NV Energy District Property APN: 127-280-01 (Incline Beach) for the Purposes of Constructing, Operating, Adding to, Modifying, Removing, Accessing and Maintaining Above and Below Ground Communication Facilities and Electric Line Systems

DATE: July 1, 2019

I. RECOMMENDATION

Staff recommends that the Board of Trustees:

1. Approve a grant of Easement to NV Energy District Property APN: 127-280-01 (Incline Beach) for the Purposes of Constructing, Operating, Adding to, Modifying, Removing, Accessing and Maintaining Above and Below Ground Communication Facilities and Electric Line Systems.
2. Authorize Staff to execute the easement documents upon review by District Counsel.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.

III. BACKGROUND

NV Energy is requesting the District grant an easement at District Property APN: 127-280-01 (Incline Beach) for the installation and maintenance of electrical appurtenances servicing a Southwest Gas pipeline anti-corrosion system. Southwest Gas maintains a pipeline nearby in Lakeshore Blvd. The utility power is on poles on the Incline Beach property in a separate overhead-only easement granted to NV Energy. The proposed easement is approximately 50 square feet and is located near the fence and pedestrian path along Lakeshore Boulevard and has no impact to parking, operations or any District facilities.

The easement before the Board of Trustees will allow for the construction of a power drop off an existing electrical pole to serve a galvanic protection system already installed in the right-of-way by Southwest Gas.

The District followed the notification requirements in Resolution 1475, A Resolution Establishing Policy for the Granting of Easements Across District Property, that requires written notice be given to owners of property within three hundred (300) feet of the District property at least 30 days prior to the date the request will be considered. The notice was mailed out the last week of May. The notice and effected area is provided as attachments to this memo. The easement document, notification letter and notification map is also included as an attachment.

IV. FINANCIAL IMPACT AND BUDGET

NV Energy will be required to prepare and record all easement documents and is responsible for construction of all improvements. There is no financial impact to the District.

V. ALTERNATIVES

No alternatives provided. The District works cooperatively with public agencies and utility companies to provide necessary easements and encroachments to facilitate providing public services to the community.

VI. COMMENTS

Providing NV Energy access to maintain this infrastructure is beneficial to the communities of Incline Village and Crystal Bay as well as the Incline Village

General Improvement District as it helps ensure the reliable delivery of utility service.

This item has been placed on the consent calendar because it is a routine matter and follows Resolution 1475.

VII. BUSINESS IMPACT

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

APN(s): 127-280-01

The undersigned hereby affirms that this document, including any exhibits hereby submitted for recording does not contain the personal information of any person or persons (Per NRS 239B.030)

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:**

Land Resources
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

GRANT OF EASEMENT

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, a quasi-municipal corporation organized and existing pursuant to the provisions of the General Improvement District Law, Chapter 318, Nevada Revised Statutes, (“Grantor”), for One Dollar (\$1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to Sierra Pacific Power Company, a Nevada corporation, d/b/a NV Energy (“Grantee”) and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove communication facilities and electric line systems for the distribution of electricity underground, consisting of cables, conduit, duct banks, manholes, vaults, and other equipment, fixtures, apparatus, and improvements (“**Underground Utility Facilities**”) and transformers (aboveground or underground), service boxes/meter panels (aboveground or underground), cabinets (aboveground or underground), bollards (aboveground), and other equipment, fixtures, apparatus, and improvements (“**Additional Utility Facilities**”) upon, over, under and through the property legally described in Exhibit A attached hereto and by this reference made a part of this Grant of Easement (“**Easement Area**”);
2. for ingress and egress to, from, over and across the Easement Area for the allowed purposes defined in numbered paragraph 1 above and for all other activities permitted by this agreement;
3. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Underground Utility Facilities or the Additional Utility Facilities within the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Underground Utility Facilities and/or the Additional Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee

APN(s): 127-280-01
RW# 0459-2017 (1s)
Proj. #3001902137
Project Name: E-951 LAKESHORE-E-COMM-SOUTHWEST GAS
GOE_DESIGN (Rev. 8/2017)

is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 3 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code. Grantee may use this easement to provide service to any of its customers.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

APN(s): 127-280-01
RW# 0459-2017 (1s)
Proj. #3001902137
Project Name: E-951 LAKESHORE-E-COMM-SOUTHWEST GAS
GOE_DESIGN (Rev. 8/2017)

Exhibit A

A portion of Lot II, III and IV of Section 22, Township 16 North, Range 18 East, M.D.B.&M., more particularly described as follows:

Commencing at the Southwesterly corner of Lot 12 in Block N and the Northerly right of way line of Nevada State Highway No. 28, as said lot, block and Highway are shown on the map of Lakeview Subdivision, Washoe county, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada on February 27, 1961; thence South 20°35'35" West 80.00 feet to a point in the southerly right of way of said Highway; thence South 69°24'25" East 174.28 feet along the Southerly right of way line of said Highway to the true point of beginning of this description, said point of beginning also being the Northwest corner of that certain parcel conveyed to Crystal Bay Development Co. on September 30, 1963, under filing No. 395633, Washoe County Records; thence continuing South 69°24'25" East 1251.79 feet along the Southerly right of way of said Highway to the Northwest corner of that certain parcel deeded to Pacific Bridge Company and Associates on October 23, 1963, under Filing No. 397736, Deed Records; thence South 20°35'35" West 574.75 feet, more or less, to Lake Tahoe; thence Westerly along Lake Tahoe to a point from which the true point of beginning of the description bears North 31°07'35" East; thence North 31°07'35" East to the true point of beginning of this description.

Notwithstanding the foregoing, with respect to the Underground Utility Facilities, Easement Area shall be reduced to an area ten (10) feet in width, being five (5) feet on each side of the centerline of the Underground Utility Facilities after same are installed in connection with **Sierra Pacific Power Company Project ID 3001902137**. The easement area around any Additional Utility Facilities shall be reduced to three (3) feet in all directions around the perimeter of the Additional Utility Facilities, as originally installed in connection with **Sierra Pacific Power Company Project ID 3001902137**.

APN(s): 127-280-01
RW# 0459-2017 (Is)
Proj. #3001902137
Project Name: E-951 LAKESHORE-E-COMM-SOUTHWEST GAS
GOE_DESIGN (Rev. 8/2017)

A



May 22, 2019

Chryssanthi Lemos-Petalas Living Trust
Po Box 6261
Incline Village, Nv 89450

Re: 943 Lakeshore Blvd
Washoe County APN: 122-251-10

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:

www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

Albert W & Jane E Duffield Trust
Po Box 4080
Incline Village, Nv 89450

Re: 947 LAKESHORE BLVD
Washoe County APN: 122-251-11

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoepalace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

F F O Llc
Po Box 8057
Incline Village, Nv 89452

Re: 949 Lakeshore Blvd
Washoe County APN: 122-251-12

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

Eagle Eye Investments Iii Llc
C/O Abbot Downing Financial Admin Mac N9305-520
90 S 7th St Fl 52
Minneapolis, Mn 55402

Re: 951 Lakeshore Blvd
Washoe County APN: 122-251-13

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

John H Force Qualified Pers Res Trust Et Al
22722 Old Canal Rd
Yorba Linda, Ca 92887

Re: 944 Lakeshore Blvd
Washoe County APN: 122-252-01

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

Katherine Everson Living Trust
3074 Woods Dr
Las Vegas, Nv 89108

Re: 940 Lakeshore Blvd
Washoe County APN: 122-252-02

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoepace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

John D & Cynthia V Hunter Trust
4740 Opal Cliff Dr
Santa Cruz, Ca 95062

Re: 936 Lakeshore Blvd
Washoe County APN: 122-252-03

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

Incline Village General Improvement Dist
893 Southwood Blvd
Incline Village, Nv 89451

Re: 958 Lakeshore Blvd
Washoe County APN: 127-010-04

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

Nevada Pacific Development Corp
Po Box 4204
Incline Village, Nv 89450

Re: 956 Lakeshore Blvd
Washoe County APN: 127-010-05

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

Incline Village General Improvement Dist
893 Southwood Blvd
Incline Village, Nv 89451

Re: 960 Lakeshore Blvd
Washoe County APN: 127-010-07

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

Hyatt Equities Llc
Po Box 2196
Chicago, Il 60690

Re: 111 Country Club Dr
Washoe County APN: 127-010-09

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

Hyatt Equities Llc
Po Box 2196
Chicago, Il 60690

Re: 998 Lakeshore Blvd
Washoe County APN: 127-280-02

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

Plastiras Family Trust
954 Lakeshore Blvd
Incline Village, Nv 89451

Re: 946 Lakeshore View Ct
Washoe County APN: 127-440-01

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

PETER REYNOLDS LLP
774 Mays Blvd. #10PMB561
Incline Village, NV 89451

Re: 950 Lakeshore View Ct
Washoe County APN: 127-440-02

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

BOSTON LIBERTY TRUST
PO BOX 3069
INCLINE VILLAGE, NV 89450

Re: 948 LAKESHORE VIEW CT
Washoe County APN: 127-440-03

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoepace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

Thomas R & Laura Schneider
Po Box 3056
Incline Village, Nv 89450

Re: 952 Lakeshore View Ct
Washoe County APN: 127-440-04

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

954 Lakeshore Group Inc
954 Lakeshore Blvd
Incline Village, Nv 89451

Re: 954 Lakeshore Blvd
Washoe County APN: 127-440-05

This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



May 22, 2019

Village Est Homeowners Assn
C/O Incline Property Mgmt
876 Tanger St
Incline Village, Nv 89451

Re: 105 Village Blvd
Washoe County APN: 127-450-09

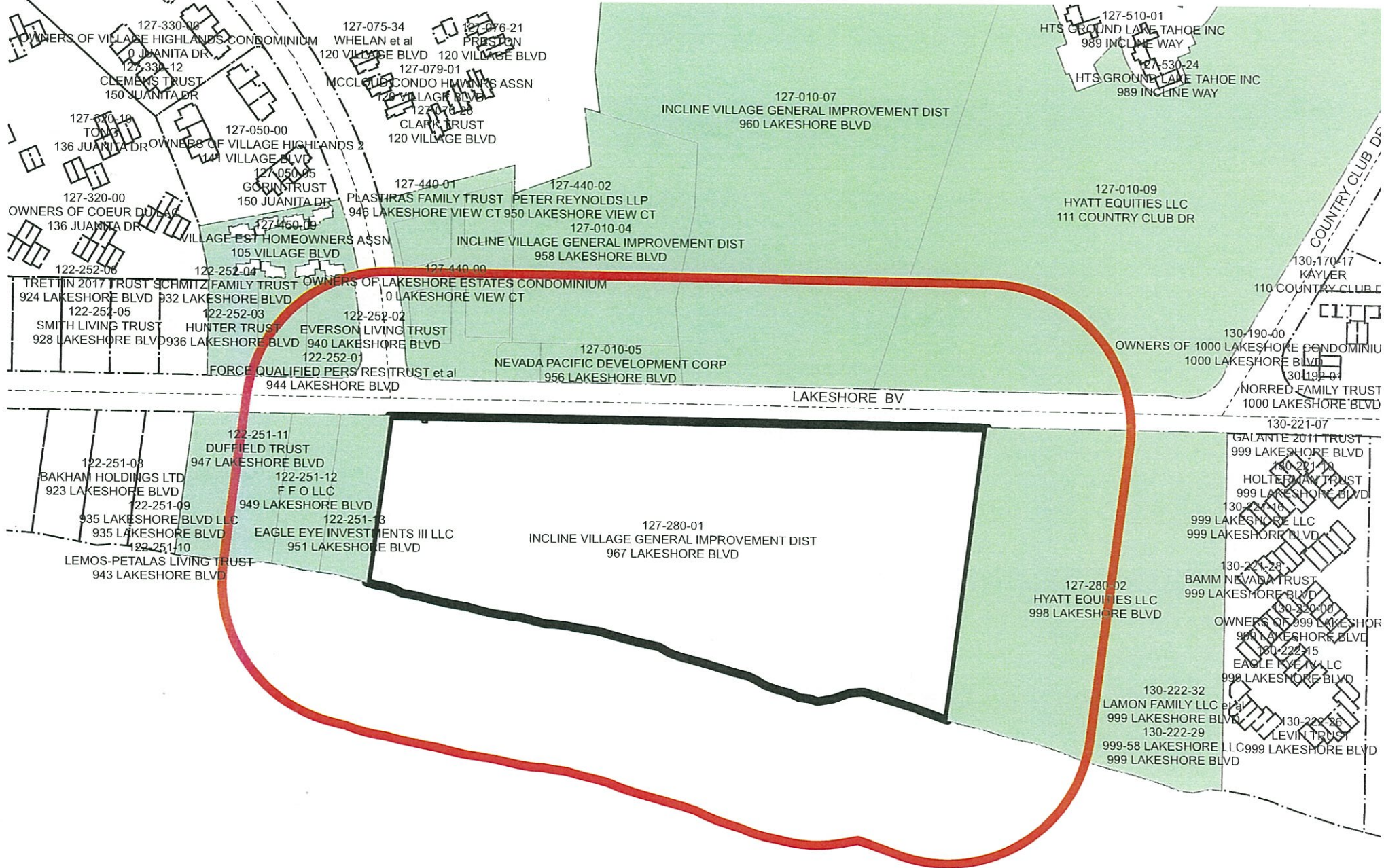
This written notice has been sent to you from NV Energy as a requirement of the Incline Village General Improvement District (IVGID) to notify you of our request for a utility easement across IVGID lands at 967 Lakeshore Blvd. The IVGID Board is expected to consider this easement modification no sooner than 30-days from the date of this notice at a regularly scheduled board meeting.

Granting of this easement will be considered by the IVGID Board of Trustees.

District policy requires written notice to owners of property within three hundred feet of the affected District property. Meeting and agenda information can be found at:
www.yourtahoepace.com/ivgid/board-of-trustees/meetings-and-agendas

Should you have any questions regarding NV Energy's request affecting District property please contact IVGID Engineering Division at 775-832-1267.

Thank you.



MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Joseph J. Pomroy, P.E.
Director of Public Works

SUBJECT: Review, discuss, and possibly approve a Memorandum of Understanding with the Nevada Tahoe Conservation District for the continuation of the Rosewood Creek Restoration Project on District Property APN: 127-030-15 (Incline Park)

DATE: July 3, 2019

I. RECOMMENDATION

Staff recommends that the Board of Trustees:

1. Approve a Memorandum of Understanding with the Nevada Tahoe Conservation District for the continuation of the Rosewood Creek Restoration Project on District Property APN: 127-030-15 (Incline Park) Systems.
2. Authorize Staff to execute the Memorandum of Understanding upon review by District Counsel.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.

III. BACKGROUND

The Nevada Tahoe Conservation District (NTCD) is requesting a Memorandum of Understanding with the District for the continuation of the Rosewood Creek Restoration Project. Rosewood Creek extends from the Mountain Golf Course all

the way to its terminus where it flows into Third Creek adjacent to the Aspen Grove playground at Lakeshore Blvd.

The Scope of Work for the restoration will focus on a portion of the creek that is directly downstream from the recently restored area at the corner of Southwood and Tahoe Blvd, near the Skate Park. This phase of restoration will modify the stream using natural materials, biostabilization, and low impact construction methods and will add stormwater treatment through construction of willow debris structures and a microbasin (on NDOT right-of-way).

The restoration component of the project has multiple benefits including the improvement of fish habitat, the reduction of erosion, water quality improvement for Rosewood Creek, Third Creek, and Lake Tahoe. The project will result in a reach of creek that has undergone one mile of restoration improvements targeting at improving fish passage and reducing erosion. The project will eliminate head cuts with biostabilization to create a more stable stream resistant to erosion. The project will create in stream floodplain areas to capture sediment during periods of high flow.

IV. FINANCIAL IMPACT AND BUDGET

All work is funded by a grant received by the NTCD. The District will support the project with minimal staff time to review the project plans and coordinate the site work. District staff has participated in project review and supports the goal of the project. The District is not contributing any funds to the project. NTCD expects to execute the project prior to October 15, 2019. Work will generally be completed by hand crews in and around the stream zone. The work will not affect the skate park, ball fields nor the disc golf course.

V. ALTERNATIVES

No alternatives provided. The District works cooperatively with public agencies and to provide necessary agreements, easements and encroachments to facilitate providing public services and benefit to the community and the environment.

VI. COMMENTS

The District has actively pursued creek restoration projects to improve the environment, restore deteriorating District infrastructure and improve water quality. The District has partnered with the Nevada Tahoe Conservation District for more

than 20-years on similar projects and several community members have served as Board Members facilitating the goals of the Conservation District.

This item has been placed on the consent calendar because it is a routine matter and has no financial impact.

VII. BUSINESS IMPACT

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

MEMORANDUM OF UNDERSTANDING
Between
Nevada Tahoe Conservation District
and
Incline Village General Improvement District

ARTICLE I. THE PARTIES

The parties in this Memorandum of Understanding (hereinafter referred to as "MOU") are the Nevada Tahoe Conservation District, located at 400 Dorla Court, Zephyr Cove, Nevada 89448 (hereinafter referred to as "NTCD"), and the Incline Village General Improvement District, located at 893 Southwood Blvd, Incline Village 89451 (hereinafter referred to as "IVGID") and collectively as the Parties.

ARTICLE 2. STATEMENT OF INTENT

The parties mutually recognize that it is in the public interest for NTCD to complete components of the Rosewood Creek Continuation Project on property owned and managed by IVGID. This MOU formalizes the agreement between the parties concerning installation of the project and future maintenance or monitoring of the site.

The Continuation of the Rosewood Creek Restoration Project (Project) will restore a portion of Rosewood Creek between the downstream end of the Rosewood Creek Area A Restoration Project and the upstream end of the Lower Rosewood Creek Restoration Project. The Project also will continue to collect and analyze the water quality monitoring data necessary to establish SEZ restoration projects' contributions to achieving the limits set forth in the Lake Tahoe TMDL.

The restoration will focus on a portion of the creek that is directly downstream from the recently restored Area A and owned by Nevada Department of Transportation (NDOT) and IVGID. This phase of restoration will modify the stream using natural materials, biostabilization, and low impact construction methods and will add stormwater treatment through construction of willow debris structures and a microbasin (on NDOT right-of-way). For a detailed description of the overall project, see Attachment A entitled "90 Percent Plans for Rosewood Creek Continuation Project."

The restoration component of the project has multiple benefits including the improvement of fish habitat, the reduction of erosion, water quality improvement for Rosewood Creek, Third Creek, and Lake Tahoe. The project will result in a reach of creek that has undergone one mile of restoration improvements targeting at improving fish passage and reducing erosion. The project will eliminate head cuts with biostabilization to create a more stable stream resistant to erosion. The project will create in stream floodplain areas to capture sediment during periods of high flow.

The planning area will encompass the IVGID owned skate park and disc golf lands between SR 28 and Incline Way on APN 127-030-15.

ARTICLE 3. TERMS AND CONDITIONS

The parties agree to the following general rules and responsibilities under this MOU:

- A. Permission is granted herein by IVGID for the installation of the willow debris structures and associated best management practices for the period between August 15, 2019 and September 15, 2019. See Attachments A and B for details.
- B. NTCD will give IVGID 24 hours notice that they are accessing the site for maintenance and repairs.
- C. IVGID acknowledges that NTCD will be installing a stream restoration project on IVGID's property. NTCD understands and agrees that it is fully responsible for compliance with the rules and regulations. NTCD agrees to strictly comply with federal, state, and local regulations that in any way relate to hazardous materials. If, as a result of NTCD's occupancy of the premises and its operation hereunder, any such law, ordinance, rule, or regulation is violated, NTCD shall protect, save harmless, defend, and indemnify IVGID from and against any penalties, fines, costs, and expenses including legal fees and court costs incurred by IVGID, caused by, resulting from, or connected with such violations to the extent limited by law.
- D. To the extent limited by applicable laws of Nevada, each party assumes any and all risk of personal injury, death, and property damage attributable to the willful or negligent acts or omissions of that party and its officers, employees, and agents.
- E. At the end of the term, NTCD will remove all temporary materials and restore the property to its original condition, unless features are intended to be permanent as shown in the 90% plans in Attachment A.
- F. NTCD and DRI will conduct water quality monitoring following the installation of the project until September 30, 2022. Equipment already exists on the parcel for this water quality monitoring.
- G. Any research or monitoring data from this project will be available to IVGID.

ARTICLE 4. DURATION

This MOU shall be valid for an initial period of 48 months (4 years) from the date of the last signature and may be renewed for additional periods upon mutual written agreement of the parties.

ARTICLE 5. MODIFICATIONS

Mutually agreed upon modifications to this MOU shall be reduced to writing and signed by the authorized agents of both parties.

ARTICLE 6. TERMINATION

This MOU may be terminated by either party, with or without cause, by giving a thirty (30) day written notice to the other party. No damages or cost of any kind will be payable by one party to the other upon termination of this MOU. Other standing contractual agreements between the parties will remain subject to the terms and conditions of those standing agreements.

ARTICLE 7. DISPUTES

Any dispute regarding the interpretation and/or execution of this MOU shall be declared in writing. Both parties agree to negotiate in good faith to resolve such dispute. If resolution cannot be reached within ninety (90) days, this MOU can be terminated without further notice.

ARTICLE 8. NOTICES

The parties give the following contract information for the purpose of giving notice and for any other purpose in terms of and arising from this MOU:

FOR IVGID: Joe Pomroy, P.E.
Incline Village General Improvement District
1220 Sweetwater Road
Incline Village, NV 89451
Phone: (775) 832-1269
Fax: (775) 832-1331
E-mail: jjp@ivgid.org

FOR NTCD: Meghan Kelly, P.E.
District Manager
Nevada Tahoe Conservation District
PO Box 915
Zephyr Cove, NV 89448
Phone: (775) 586-1610 x30
Fax: (775) 586-1612
E-mail: mkelly@ntcd.org

ARTICLE 9. ASSIGNMENT

This MOU may not be assigned or otherwise transferred by either party to a third party, in whole or in part, without the prior written approval of the other party.

ARTICLE 10. ENTIRETY

This MOU represents the full and final understanding between the parties and supersedes any and all previous understandings, commitments, and agreements, oral, or written.

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year last specified below.

For INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT:

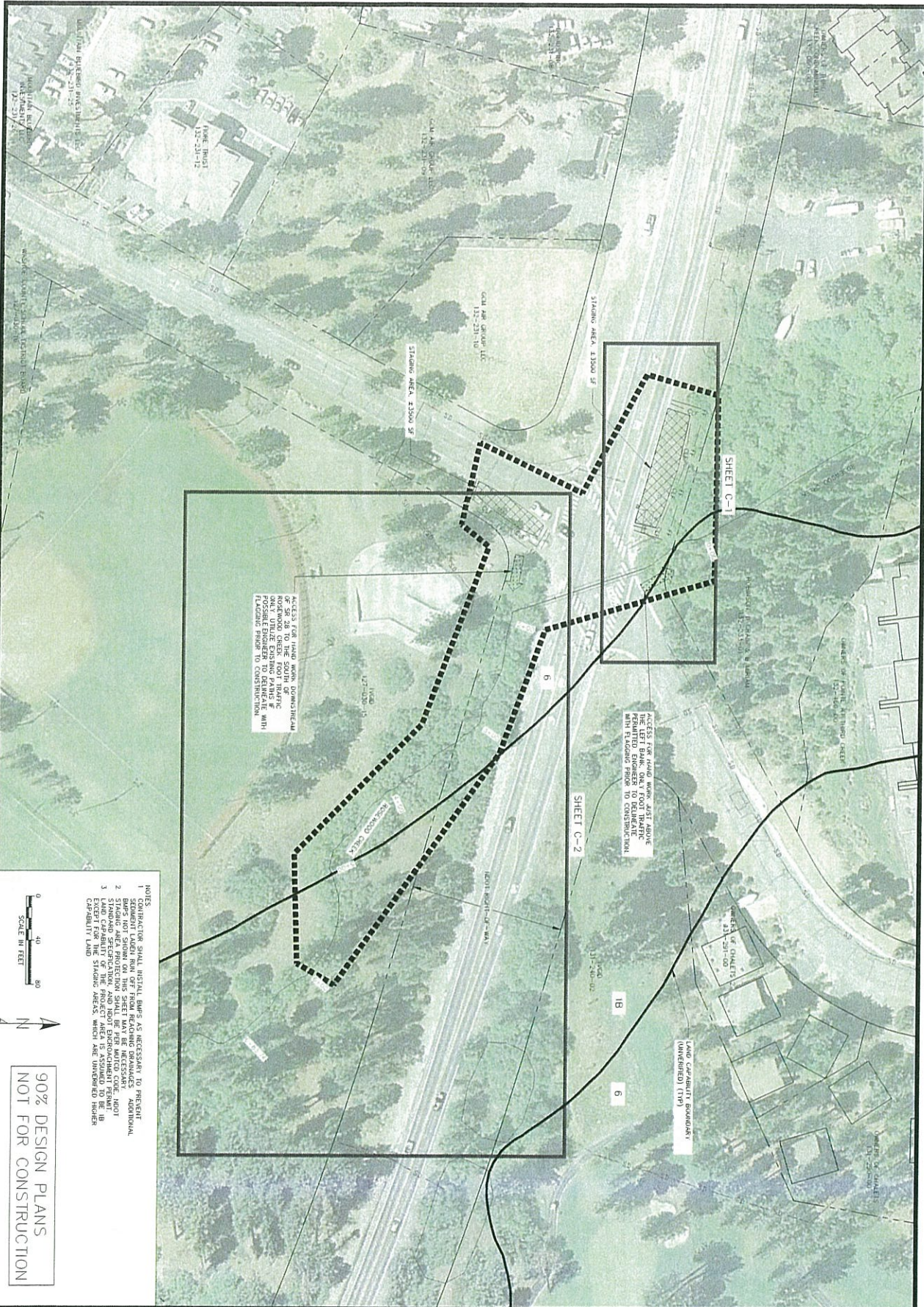
For NEVADA TAHOE CONSERVATION
DISTRICT:

Joseph J. Pomroy, P.E.
Director of Public Works

Meghan Kelly, P.E.
District Manager, NTCD

Date

Date



- NOTES
1. CONTRACTOR SHALL INSTALL BARRIERS AS NECESSARY TO PREVENT BARRIERS NOT SHOWN ON THIS SHEET FROM BEING REMOVED OR ADJUSTED.
 2. STAGING AREA PROTECTION SHALL BE PER MUTCD CODE, HADOT.
 3. LAND ACQUISITION BOUNDARY IS ASSUMED TO BE 10' EXCEPT FOR THE STAGING AREAS WHICH ARE UNDEVELOPED HIGHER CENSITY LAND.

90% DESIGN PLANS
NOT FOR CONSTRUCTION

DESIGNED/DRAWN	WCK/MBG
CHECKED	
DATE	APR 2019
SCALE	AS SHOWN
PROJECT	RMWC
SHEET	iii
	3 of 8

OVERVIEW, STAGING, AND STORAGE
ROSEWOOD CREEK
CONTINUATION PROJECT



Attachment B: Photos and Details of Willow Debris Structures



Figure 1: Installed Willow Debris Structure at Burke Creek, Stateline, Nevada.

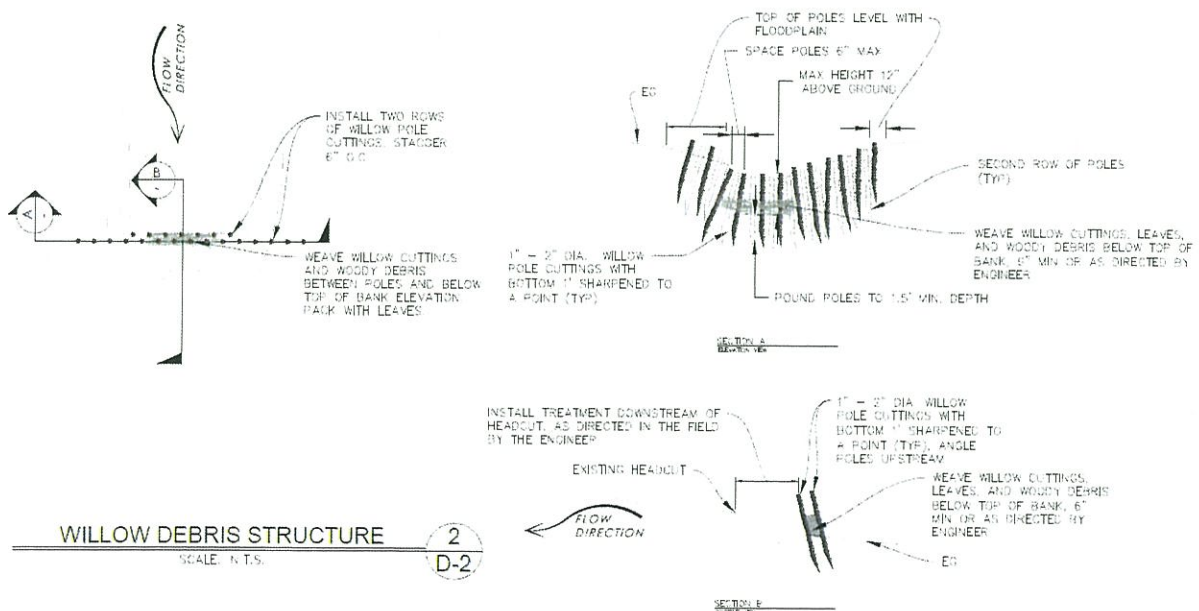


Figure 2: Detail of Willow Debris Structure from 90% Plan Set for the Rosewood Creek Continuation Project.

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Gerald W. Eick, CPA CGMA
Director of Finance

SUBJECT: Review, discuss, and possibly authorize Purchase Order to CDW-G to acquire NuTanix Virtual Cluster Server Hardware and Operating System Licenses and 5 years of manufacturer support to replace current end of life systems. – 2019/2020 Capital Improvement Project; Fund: General Division: Administration; Project # 1213CO1505; Vendor: CDW-G in the amount of \$192,836.60

Strategic Plan: Long Range Principle #4 – Service
Long Range Principle #5 – Assets and Infrastructure

DATE: July 10, 2019

I. RECOMMENDATION

Staff is requesting authorization of a Purchase Order to CDW-G in the amount of \$192,836.60 to acquire and install two NuTanix Hyper Converged Virtual Cluster Host and Host Operating System Licenses for the replacement of the current end of life server hardware and Host Operating Systems under Capital Improvement Project # 1213CO1505.

II. BACKGROUND

The District's Virtual Server infrastructure operates 67 Virtual Servers that provide digital services to the District. The Virtual servers are divided between two data centers, one at the Administration Building and one at the Public Works Building. The current server hardware otherwise known as the Virtual Machine Cluster for the Administration and Public Works data centers will reach the end of their 5-year usable life expectancy in October. Staff has determined through industry research and peer reviews that a NuTanix Hyper Converged system is the best hardware to obtain as a replacement system for the current split Host and Storage Area Network setup. Hyper-Convergence technology allows for the consolidation of

server hardware reducing the risk of failure, increasing overall performance, and simplifying the management and maintenance. The systems that are proposed will have a usable life expectancy of 5 years with the manufacturer's software support and hardware warranty for the full 5-year life paid for at the time of purchase. The proposed systems will also continue with the District's standard of redundancy allowing hardware to be immediately available for either data center. The proposed systems are designed to allow the District's digital services to expand as needed with enough performance and storage capacity to meet the 5-year usable life.

In September 2014 the District made a substantial investment in a new server and IT infrastructure configuration. The redundant data centers and the use of split hosts and storage units were a key feature. We also began a plan of replacement over cycles of 3 to 7 years, knowing both technology and needs would change.

III. BID RESULTS

This item is not subject to competitive bidding within the meaning of Nevada Revised Statute (NRS) 332.115 as described in subsections (g) Hardware and associated peripheral equipment and devices for computers and (h) software for computers. The District did seek two quotes from vendors who offer government pricing. Both vendors offer the same equipment and support services as a reseller. The support service comes directly from the manufacturer, and is a critical part of the purchase, to assure support through the intended life of the equipment. The two quotes were for \$192,836,60 by CDW-G and \$197,221.76 by SHI.

IV. FINANCIAL IMPACT AND BUDGET

This purchase affects multiple elements of the District's Budget and Capital Plan. After Budget adoption in May 2019, the IT Staff efforts identified that technology and configuration changes since 2014 opened the opportunity for the server project, planned for the fall of 2019, to be more integrated as a system and more efficient for hardware management. That shift largely relates to the storage units which we expected to be a separate project in 2022.

By making the purchase of this configuration of server data centers we can move forward with best practices and eliminate the need for the separate Net App Storage. There is a real possibility these units would reach capacity before 2022 at our current rate of utilization.

The Budget and Capital Plans projects for these items included 2019-2020 Project 1213CO1505 IT Infrastructure which has \$132,800 for the server replacement and the same project in 2021-2020 has \$92,000 for the Net App replacement. (The Data Sheet for those years of this project is attached.). Also under the former configuration there was an annual support service of \$18,000 per year. It is eliminated for all five years because it is a component of the purchase of the new system. Obviously there is both an operational advantage for a more efficient system, and over several years a considerable financial savings to the consolidated system. The District staff believes we can find ways to absorb the additional costs. This will be a capital outlay of the General Fund. Staff will find a way to remain under the total budgeted expenditures through timing or other savings, but allow this project to proceed. During the process of obtaining the quotes we found the pricing to be driven by placing the order by July 31. A delay in this project is not expected to make it better.

V. ALTERNATIVES

The District could choose not to make these improvements at this time. To do so would leave the District dependent on equipment that is past its expected usable life. Further actions to obtain new generation software would be limited in either implementation or functionality by lack of available resources of the current system. The current system was the standard implementation five years ago, with the rate that technology evolves and the districts ever-evolving digital footprint the current system is struggling to maintain the operational expectations of the services they provide.

VI. BUSINESS IMPACT

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

VII. COMMENTS

District IT Staff may purchase assistance with training or the migration of the current servers to the new system. This would not be with CDW-G if this choice is made. IT staff are capable, but the migration may require a concentration of action that does not fit their schedule. The potential cost for the purchased training and migration is \$10,000 to \$15,000.



Project Summary

Project Number:	1213CO1505
Title:	IT Infrastructure
Project Type:	G - Equipment & Software
Division:	13 - Information Services
Budget Year:	2020
Finance Option:	
Asset Type:	CO - Computer Equipment
Active:	Yes

Project Description			
During 2014-15 the District replaced substantially all of its networks servers, switches and ancillary support equipment. Various service lives will be experienced that are likely to extend beyond the technological useful life of this equipment. Only time will tell which will dictate a replacement, based on end of life or technological incompatibility. For the purposes of this project, timing will be set by expected service life.			
Project Internal Staff			
IT staff will conduct annual evaluations of the condition of equipment and the relationship of operating software and platforms to compatibility and effectiveness for how the systems are used and operated.			
Project Justification			
The District has committed to building and maintaining a redundant private cloud operation. Reliable equipment utilizing current technology and operating systems is a key feature to having IT networks that supports all operations 24/7/365.			
Forecast			
Budget Year	Total Expense	Total Revenue	Difference
2020			
Admin (2) Support Sever for the Cluster	29,900	0	29,900
Admin Host Server for the Cluster	17,250	0	17,250
License SQL Server and Related CALS	50,000	0	50,000
PW (2) Support Server for the CLuster	18,400	0	18,400
PW Host Server for the Cluster	17,250	0	17,250
Year Total	132,800	0	132,800
2021			
21 POE Swtiches	70,500	0	70,500
Admin Backbone Switch	14,600	0	14,600
PW Backbone Switch	6,700	0	6,700
Year Total	91,800	0	91,800
2022			
Admin Storage Net App	46,000	0	46,000
PW Storage Net App	46,000	0	46,000
Year Total	92,000	0	92,000

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Indra Winquest
Assistant General Manager

SUBJECT: Review, discuss, and possibly approve Ordinance 7
Recreation Privileges Draft Agenda for the July 24, 2019
Community Workshop

STRATEGIC PLAN: Long Range Principle 4 – Service
Long Range Principal 5 – Assets and Infrastructure
Long Range Principal 6 – Communication

DATE: July 8, 2019

I. RECOMMENDATIONS

That the Board of Trustees review, discuss and approve a draft agenda for the Ordinance 7 Recreation Privileges Community Workshop on July 24, 2019.

II. DISTRICT STRATEGIC PLAN

Long Range Principle 4 – Service
Long Range Principal 5 – Assets and Infrastructure
Long Range Principal 6 – Communication

III. BACKGROUND

At the March 28, 2019 Board of Trustees workshop, the Board of Trustees undertook a conversation about Ordinance 7. There was additional Board discussion regarding Ordinance 7 at the April 10, 2018 and May 1, 2019 Board of Trustee meetings.

The Board of Trustees prioritized the following issues as future discussion items for the possible modification of Ordinance 7:

- No longer combine beach policies and regulations with other recreational policies and regulations;
- Remove sections which are outdated or are purely administrative in nature;
- Review punch card policies;
- Review guest access policies and procedures;
- Review the current family tree for possible modifications.

As part of the public input process for these potential modifications, July 24, 2019 was established as a time to hold a public forum on Beach policies and procedures.

This would be the second public meeting regarding the beaches in the past 12 months. A very well attended “Beaches 101” public meeting was held on July 11, 2018. A recording of the meeting along with the supporting materials is available on the District’s website.

At the Board of Trustees Meeting on June 12, 2019, as part of a discussion regarding to the proposed structure of the upcoming July 24, 2019 community workshop, the Board provided feedback including but not limited to:

- Keep the staff presentation somewhat brief to allow for more community input and questions
- Provide copies of the Beach Deed and Ordinance 7 along with other supporting documents and information
- Clearly define the purpose of the meeting in particular emphasize that we will not be proposing any changes to beach access at this meeting
- Clearly define what we want the community to focus providing input on
- Focus attention on the impact that Recreation Privileges currently have on peak summer operations and how it relates to Ordinance 7 to include supporting data

The proposed July 24, 2019 meeting would include the requested items from the June 12, 2019 Board of Trustees Meeting, a review of the information provided last summer at the beaches 101 community workshop, discussion of possible next steps for modifications to the Ordinance, along with additional time set aside for public questions and feedback.

Staff is confident that this format will provide an efficient and beneficial opportunity for members of the community to understand the past, present, and future of the beach properties through an educational and interactive process.

Review, discuss, and possibly -3-
approve Ordinance 7 Recreation
Privileges Draft Agenda for the
July 24, 2019 Community Workshop

June 10, 2019

IV. FINANCIAL IMPACT AND BUDGET


None at this time.

V. ALTERNATIVES

Board of Trustees can approve the draft agenda with required revisions.

VI. COMMENTS

Community input and feedback will be a crucial aspect of the community workshop. This information will aid in providing a roadmap for next steps and potential action items related to the beaches, long-term capital plan, its operations, and service levels.



Ordinance 7 Workshop

July 24, 2019



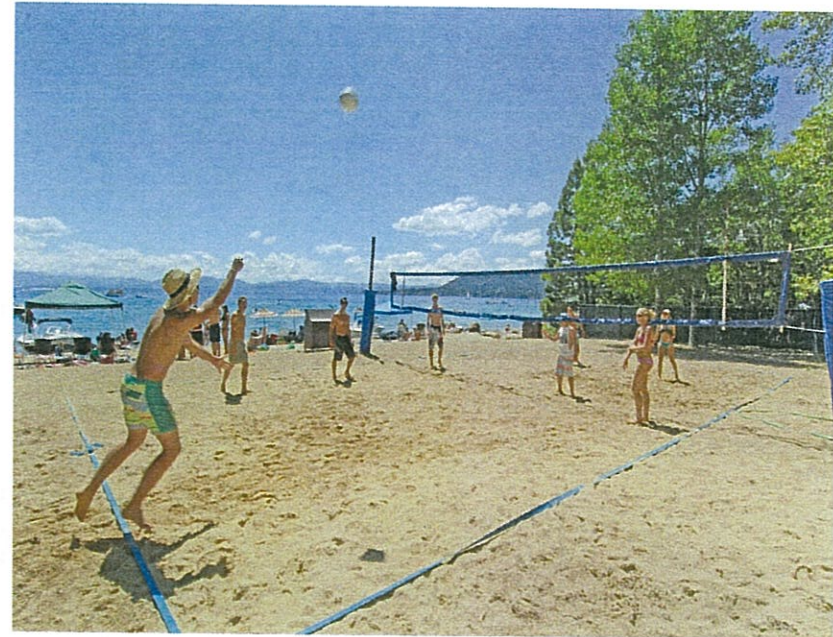
Director of Parks & Recreation - Indra Winquest



One District ~ One Team

HISTORY

- June 1, 1961 – IVGID created by Washoe County
- November 15, 1965 – Washoe County's Ordinance 97 was passed to add recreation powers
- May 30, 1968 – Existing parcels annexed
- April 25, 1995 – Crystal Bay GID merger; 165 parcels; reason – Federal surface water treatment rule



One District ~ One Team



Governance & Policies

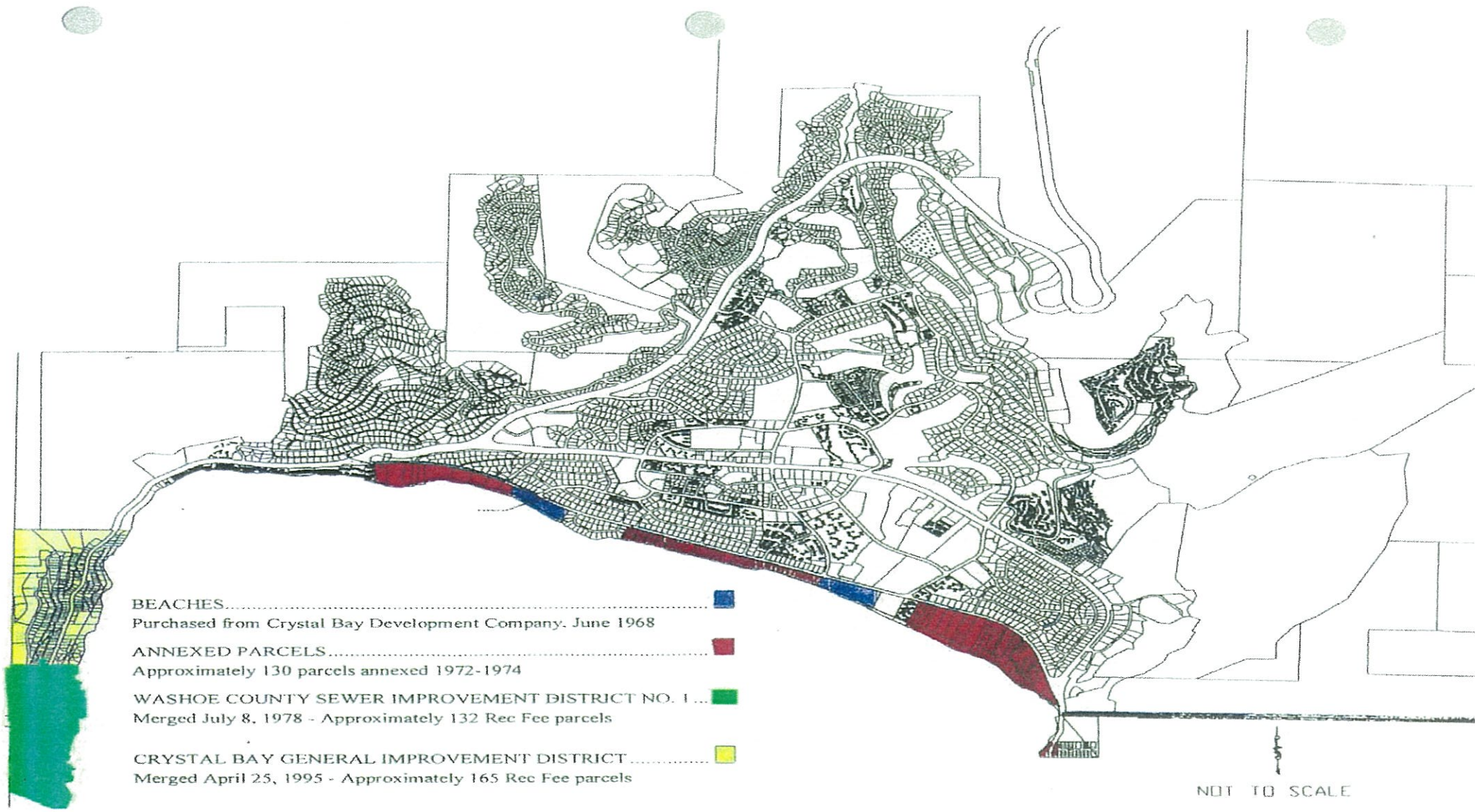
Beach Deed


- November 15, 1965 – Washoe County Commissioners amended Ordinance 97 (the 1961 ordinance creating IVGID) adding recreation powers including regulation and policy.
- June 4, 1968 – Beach Properties Acquired
- Restrictive Covenants

“It is hereby covenanted that the real property above described, and any and all improvements now or hereafter located thereon, shall be held, maintained, and used by grantee, its successors, only for the purposes of recreation by, and for the benefit of, property owners and their tenants (specifically including occupants of motels and hotels) within the Incline Village General Improvement District as now constituted, and, as the board of trustees said District may determine, the guests of such property owners, and for such other purposes as herein expressed authorized”.



One District ~ One Team





IVGID Ordinance 7 - The purpose of the ordinance was to establish rates, rules, regulations, for recreation punch cards and picture passes. The Passes and Cards issued according to Ordinance 7 and assigned to parcels with those fees kept current provide bearers with access and other recreation privileges. Those parcels with annual fees not current are subject to recreation privileges being revoked.

IVGID Ordinance 7

- November 21, 1987 – Ordinance adopted
- June 13, 1991 – Amended
- November 17, 1993 – Amended
- May 8 & June 12, 1995 – Amended
- March 25, 1998 – Amended
- 2007/2008 - Board appointed working group – *following a Board presentation on June 11, 2014, no amendment to the Ordinance was made at this time.*
- 2013/2014 - Community and IVGID Board Discussion - *no amendment to the Ordinance was made at this time.*
- 2018-19 – Board of Trustees Identifies Ordinance 7 as a key element and priority in the Board work plan.

IVGID Governance & Policies



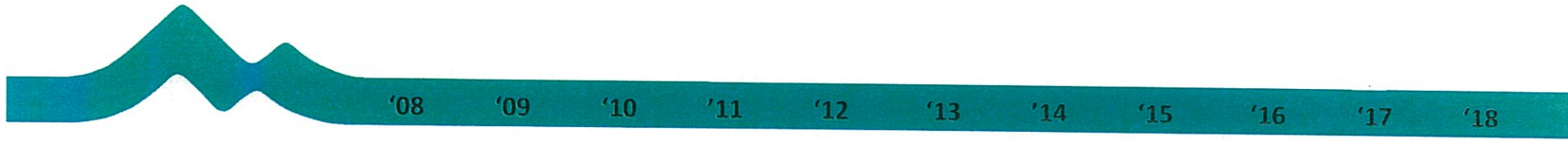
One District ~ One Team

Beach Privileges/Access under IVGID Ordinance 7

- Picture Pass Holder
- Recreation Punch Card
- Daily Guest Fees
- Guest Access Ticket
- Timeshares
- Boat Ramp Privileges



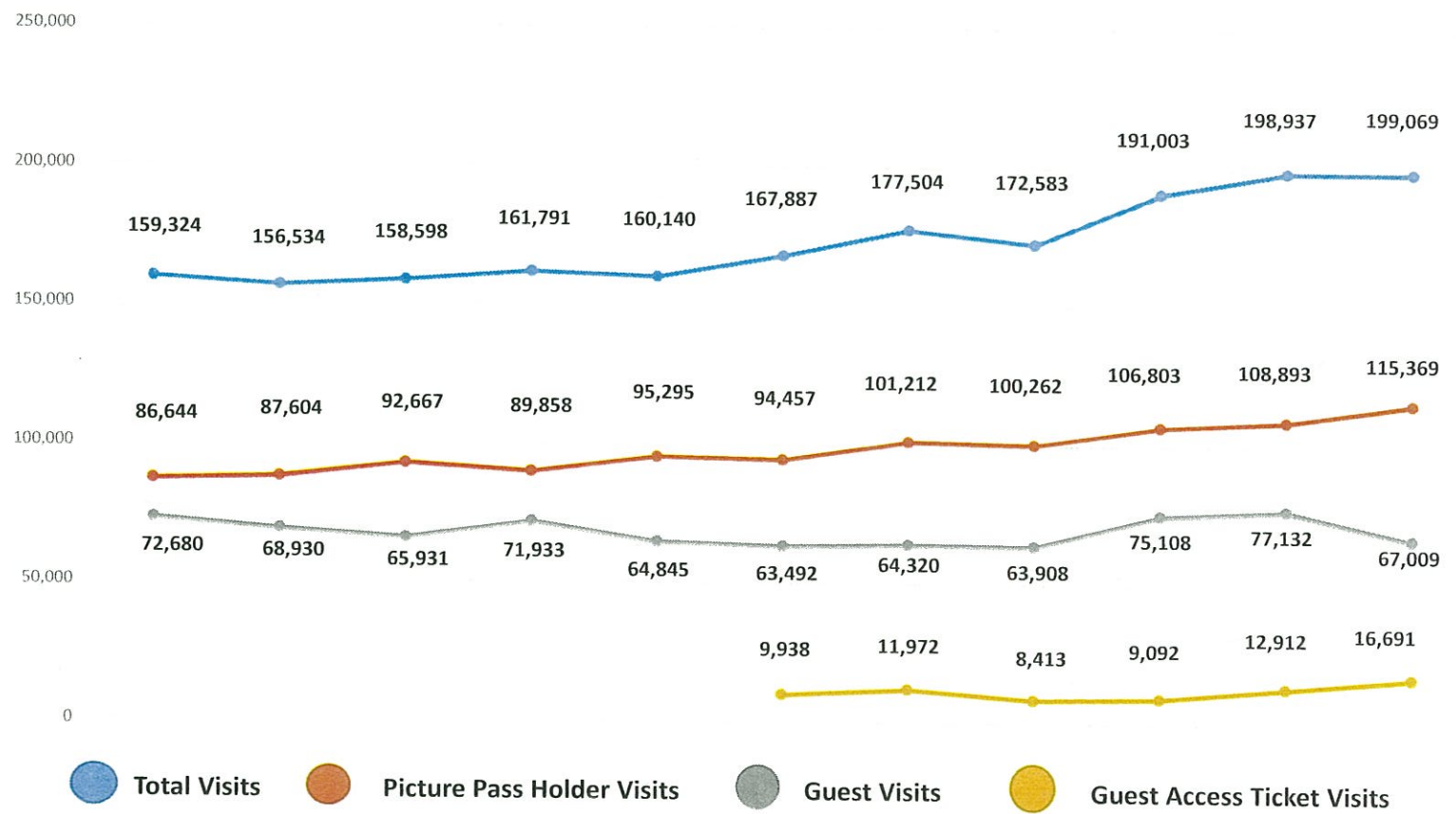
One District ~ One Team



Beach Visits

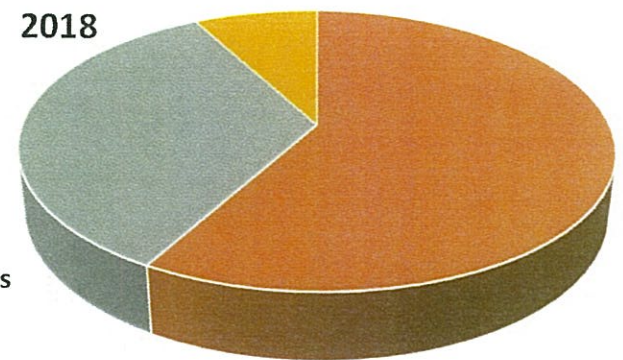
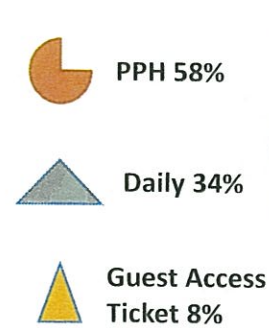
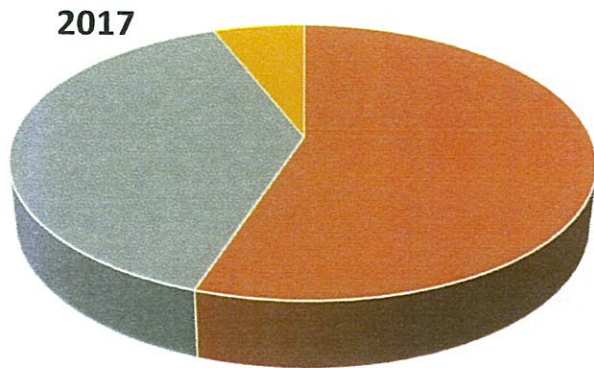
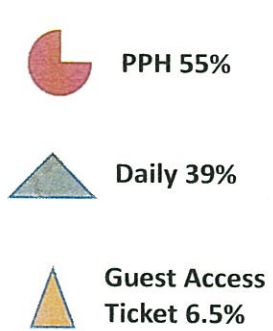
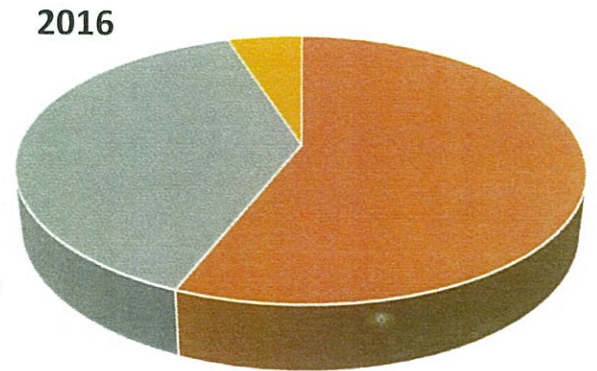
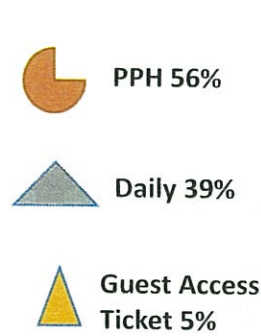
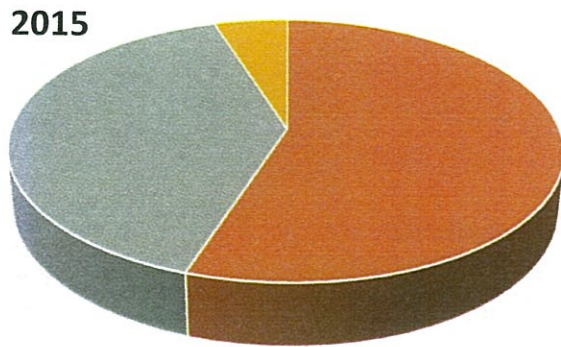
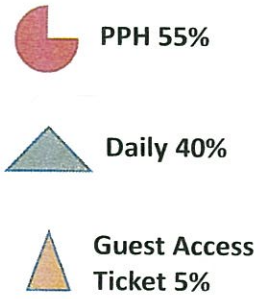
2008 – 2018

Operating Days
 2015 – 108
 2016 – 129
 2017 - 142
 2018 – 141



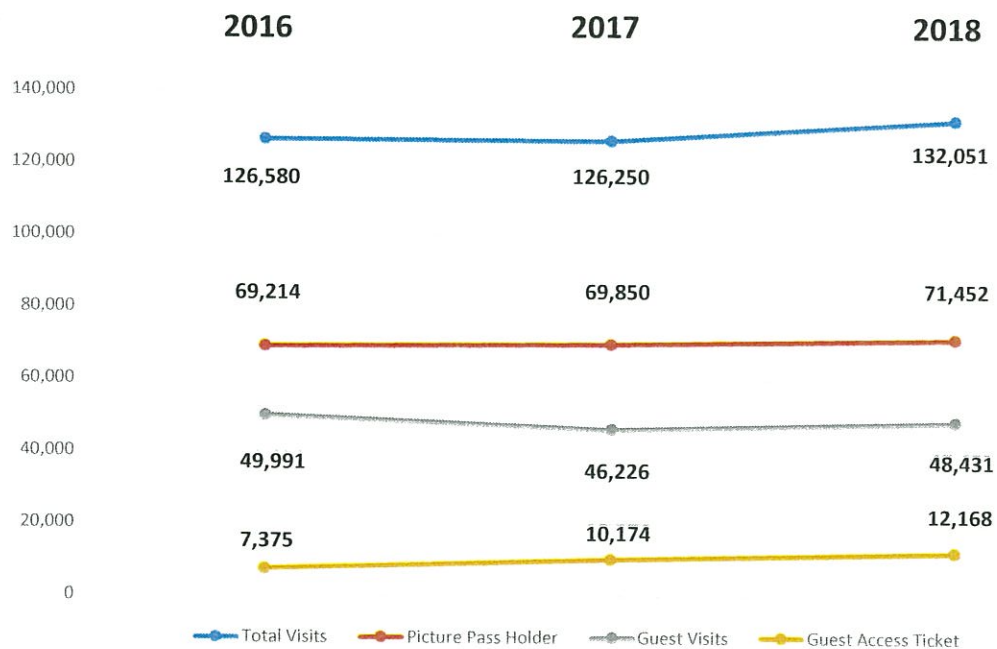
One District ~ One Team

Beach Data showing Guest Access Ticket Usage

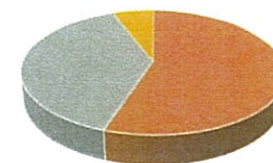


One District ~ One Team

Beach Visits July & August (2016 – 2018)

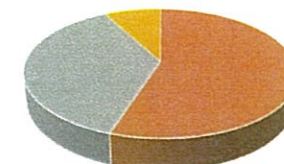


July & August 2016



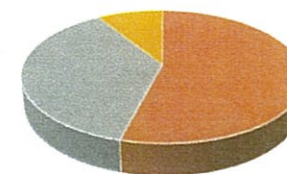
■ PPH 55% ■ Daily Guest 39% ■ Guest Access Ticket 6%

July & August 2017



■ PPH 55% ■ Daily Guest 37% ■ Guest Access Ticket 8%

July & August 2018



■ PPH 54% ■ Daily Guest 37% ■ Guest Access Ticket 9%

One District ~ One Team



Recommended Next Steps

1) Separation of Ordinance 7 – IVGID Code *(Fall/Winter 2019)*

- Beaches
- Other Recreation

2) Administrative changes/updates *(Winter 2019-20)*

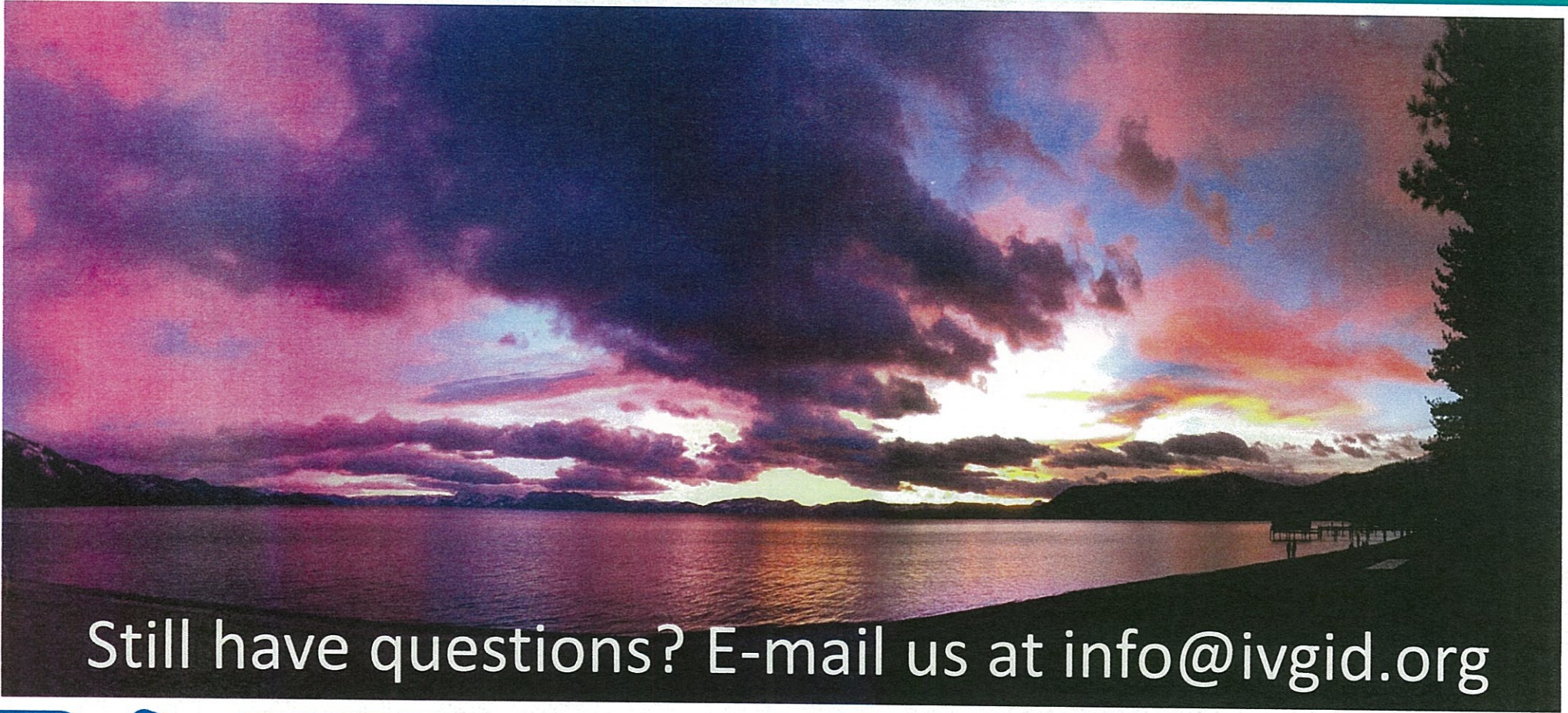
Examples:

- minimal or zero impact to Recreation Privileges
- No expiration date for an adult Picture Pass Card, and require minors only to get to get a new card at age 18
- Refer to the “Punch Card” value as expiring annually as designated in the adopted budget and potentially change the name to “Guest Access Card”
- Refer all rates or charges to the Key Rates adopted in conjunction with the annual budget



Recommended Next Steps – continued..

- 3) Community engagement & possible changes *(Spring/Summer 2020)*
- Recreation Privileges
 - Redefining “Guests”
 - Commercial Activities
 - Beach Access
 - Recreation Punch Cards
 - Supporting Policies, Procedures, and Definitions



Still have questions? E-mail us at info@ivgid.org

One District ~ One Team

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Indra Winqest
Director of Parks and Recreation

SUBJECT: Review, Discuss and Possibly Receive Input from the Board of Trustees on the 2019 Final Draft of the Community Services Master Plan

STRATEGIC PLAN: Long Range Principle #6 - Communication

DATE: July 9, 2019

I. RECOMMENDATION

No recommendation as this is a discussion item only.

II. STRATEGIC PLAN REFERENCE(S)

Long Range Principle #6 – Communication – The District will engage, interact and educate to promote understanding of the programs, activities, services, and ongoing affairs.

- Provide clear, concise and timely information in multiple, publicly accessible formats.
- Ensure that both internal and external communication is responsive, comprehensive and inclusive.

III. BACKGROUND

On May 1, 2019, Staff presented the Final Draft of the Community Services Master Plan and at that time requested that the Board of Trustees discuss this document with the community. This is the final check in (the first one was on May 22, 2019 and the second one was on June 19, 2019) before considering final approval and acceptance of the Community Services Master Plan at the August 14, 2019 Board of Trustees meeting. The top priority list, as requested by Trustee Dent was included in the June 19, 2019 packet and is not reattached here.

COMMUNITY SERVICES MASTER PLAN (CSMP)

PROPOSED IMPLEMENTATION STRATEGY-FINANCIAL

FUNDING:

Available Fund Balance after deducting reserve\$8,940,000.
 One-time transfer from General Fund/Insurance\$860,000.
 Total Available for Capital Projects**\$9,800,000.**

POTENTIAL EXPENDITURES:

Six Year Expenditure Plan

<u>Project</u>	<u>Cost</u>
Mountain Clubhouse Renovation.....	\$1,400,000.
Mountain Maintenance Building/Tank Removal.....	\$800,000.
Champ Golf Course Maintenance Building.....	\$700,000.
Tennis Center Renovation/Bocce Addition	\$1,200,000.
IVGID contribution to Community Dog Park	\$500,000.
Incline Beach House and Access Improvements	\$3,000,000.
Burnt Cedar Pool Reconstruction.....	\$2,200,000.
 Estimated Total Cost for Proposed Projects	 <u>\$9,800,000</u>

Fiscal Assumptions

- ✓ Ski Way/Roundabout \$4,850,000 (Cost)
 Funded by a Future Bond. Recreation Bond drops off in 2022/2023 and could cover about two thirds of new Bond Payment. Potential seasonal Ice Rink capital and operating costs paid via existing Foundation funds.

- ✓ Current Facility Fee allocations dedicated towards Capital remain constant and supply funds necessary for ongoing asset replacement costs. (\$405 per parcel for Rec Fee, \$39 per parcel for Beach Fee)

- ✓ Assumes balance of Facility Fee covers cost of operation for all Community Services Facilities. (No revenue windfall from future robust ski seasons or revenue loss from drought ski seasons.)

Six Year Plan for Sequencing Project Implementation-Timing

Fiscal Year	Design	Construct	Completion
2020	Beach House Tennis Ice Rink	Mountain Clubhouse Mountain Gas Tank	
2021	Burnt Cedar Pool Dog Park	Beach House Tennis Ice Rink Champ Maint. Building	Mountain Clubhouse Ice Rink Champ Maint.
2022	Ski Way	Burnt Cedar Pool Dog Park	Beach House Tennis
2023	Roundabout	Ski Way	Burnt Cedar Pool Dog Park
2024		Roundabout Mountain Maint. Bldg.	Ski Way Mountain Maint.
2025			Roundabout

Proposed language for CSMP:

Upon Board of Trustees approval of the CSMP via resolution, Staff is directed to:

1. Begin the process to apply for a Special Use Permit with the U.S. Forest Service to conduct community recreation, including a Dog Park on the 12-acre parcel across from Incline High School.
2. Secure the services of a licensed architect and work with the Community to finalize the design for the Incline Beach House and associated circulation/access improvements.
3. Secure the services of a licensed architect and work with the Community to finalize the concept plan for the renovation of the Incline Tennis Center, including the addition of Bocce Courts.
4. Within ninety days, provide a timeline to the Board of Trustees to ensure the ongoing operation of Burnt Cedar pool while initiating a Community process to review the options for the renovation and/or reconstruction of the Burnt Cedar pools.
5. Immediately initiate discussions with the Incline Tahoe Foundation and Incline Ice Foundation to determine the feasibility of developing a seasonal Ice Skating Rink by leveraging the current funding held by the Incline Ice Foundation.

EXISTING MASTER PLAN SUMMARY

Incline Village Golf Courses -- Facilities Assessment and Future Needs Recommendations -- December 2012

Findings presented to the Board on March 13, 2013

Recommendations

- Programs and Services at each Course should be unique and supportive of each unique brand proposition.
- Deferred maintenance at Mountain Course, most notably the clubhouse must be addressed and a new clubhouse built.
- Mountain Course must be more user-friendly and aligned with user expectations and made attractive to women and families.
- Championship Course must adjust pricing and packaging to market conditions and work with user groups to improve the salability of peak times to outside users.
- Championship Course must implement an efficient yield management program, improve overall turf conditions and moderate expenses.

Diamond Peak Master Plan -- August 2015

Approved by Board on October 21, 2015

Recommendations

- Focus on mountain recreation that supports an active lifestyle
- Maintain and enhance the community use of the facility
- Preserve the scenic beauty of Diamond Peak
- Balance community use and additional tourism visitation that will provide the necessary revenue for the continued financial viability of the operation.

IVGID Beaches - - Recreation Enhancement Opportunities Plan -- February 2016

Approved by Board on February 24, 2016

Recommendations

- Improve beach entries and pedestrian access
- Replace restroom/concession buildings
- Enhance groups areas
- Enhance beach access and pedestrian connectivity
- Develop a consistent design aesthetic

Incline Village Tennis Center --Facilities Assessment and Master Plan -- August 2016

Approved by Board on August 24, 2016

Recommendations

- Launch Planning for a Major Renovation to the Pro-Shop Buildings and Surrounding Site
- Formalize Pickleball Program
- Affirm Funding for Maintenance and Repair
- Fine Tune Operations
- Evaluate Adjustments to Programs and Services

Community Services Master Plan – April 2019

Scheduled for Approval – Summer 2019

Recommendations

IVGID should focus improvements in five areas in order to meet community needs:

- Trails
- Parks, Open Space and Snow Play
- Fields
- Built Facilities
- Programs

Master Plan Capital Project Wish List
Summary of Projects identified in Master Plan Documents

Golf:

Mountain Course Clubhouse: \$3 million rebuild, \$1.4 million renovation (recent estimate).

Mountain Course Maintenance Building replacement: \$750,000 (recent estimate)

Diamond Peak:

Summer Activities Phase 1a: \$2.4 million

Summer Activities Phase 1b: \$1.7 million

Summer Activities Phase 2: \$250,000

Snowflake Lodge: \$6.2 million

Winter Improvements Phase 3/4: \$6 million

Incline Beaches:

Incline Beach House: \$3 million (2017 estimate)

Burnt Cedar Restroom Replacement: \$750,000

Burnt Cedar Concession Improvements: \$450,000

Beach Group Picnic Areas Improvements: \$600,000

Burnt Cedar Individual Picnic Areas: \$350,000

Burnt Cedar Pedestrian Circulation: \$600,000

Burnt Cedar Entry and Pedestrian Access: \$540,000

Incline Beach Entry and Pedestrian Access: \$200,000

Tennis:

Pro Shop Renovation and Bocce addition: \$1.25 million (recently updated)

Community Services Master Plan (not yet approved by Board of Trustees)

Upper High School Fields: \$350,000 to \$1.7 million

Dog Park: \$3.4 million

Bocce Courts: \$250,000 - \$450,000

Bike Park, Phase 2: \$600,000

Skate Park - Phase 2: \$500,000 - \$1 million

Village Green Enhancements: \$2.6 million

Old Elementary School Park Development: \$7.5 million

Crystal Bay - Sierra Park Improvements: \$250,000 to \$500,000

Rec Center Expansion/Admin Building: \$7.5 million

Rec Center Expansion/Gym/Fitness/Exercise Rooms: \$7.725 million

Rec Center Aquatics Expansion: \$4.4 million

Sprung Structure Fieldhouse: \$2.25 million

Please note: Estimated costs have all been established at different points in time, and many have not yet included a detailed scope of work. These estimates are included solely to provide an order of magnitude of cost when considering capital project priorities.

**Incline Village Golf Courses
– Facilities Assessment and
Future Needs
Recommendation –
December 2012
Findings presented to the
Board on March 13, 2013**

- Recommendations**
- Programs and services at each course should be unique and supportive of each unique brand proposition.
 - Deferred maintenance at Mountain Course, most notably the clubhouse must be addressed and a new clubhouse built.
 - Mountain Course must be more user-friendly and aligned with user expectations and made attractive to women and families.
 - Championship Course must adjust pricing and packaging to market conditions and work with user groups to improve the salability of peak times to outside users.
 - Championship Course must implement an efficient yield management program, improve overall turf conditions and moderate expenses.

**Diamond Peak
Master Plan –
August 2015;
Approved by
the Board on
October 21,
2015**

- Recommendations**
- Focus on mountain recreation that supports an active lifestyle.
 - Maintain and enhance the community use of the facility.
 - Preserve the scenic beauty of Diamond Peak.
 - Balance community use and additional tourism visitation that will provide the necessary revenue for the continued financial viability of the operation.

**IVGID RECREATIONAL
VENUES
AKA
COMMUNITY SERVICES**

**Community
Services Master
Plan – April 2019;
Scheduled for
Approval by the
Board on July 19,
2019**

- Recommendations**
- Trails
 - Parks, Open Space and Snow Play
 - Fields
 - Built Facilities
 - Programs

**IVGID Beaches
– Recreation
Enhancement
Opportunities
Plan –
February
2016;
Approved by
the Board on
February 24,
2016**

- Recommendations**
- Improve beach entries and pedestrian access.
 - Replace restroom/concession buildings.
 - Enhance group areas.
 - Enhance beach access and pedestrian connectivity.
 - Develop a consistent design aesthetic.

**Incline Village Tennis
Center – Facilities
Assessment and Master
Plan – August 2016;
Approved by the Board
on August 24, 2016**

- Recommendations**
- Launch planning for a major renovation to the Pro-Shop buildings and surrounding site
 - Formalize Pickleball program
 - Affirm funding for maintenance and repair
 - Fine tune operations
 - Evaluate adjustment to programs and services.

Broad brush, pictorial representation

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Gerald W. Eick CPA CGMA
Director of Finance

SUBJECT: Approval of the District's Form 4410LGF Indebtedness Report and related Debt Management Policy as of June 30, 2019 for filing with the Nevada Department of Taxation and the Washoe County Debt Commission.

Approval of Form 4411LGF Five Year Capital Improvement Plan, related IVGID prepared Five Year Capital Project Summary, and Carry Over Schedule, for the fiscal years starting 2019-2020, for filing with the Nevada Department of Taxation, the Washoe County Clerk and the State of Nevada Legislative Counsel Bureau.

STRATEGIC PLAN: Long Range Principle #2 – Finance:
“Comply with State and Federal regulations”
“Develop and maintain a long term plan to sustain financial resources”

DATE: July 3, 2019

I. RECOMMENDATION

- A. The Board of Trustees approves the District Indebtedness Report Form 4410LGF as of June 30, 2019, including our Debt Management Policy and direct staff to file the documents with the State of Nevada Department of Taxation and Washoe County Debt Commission by August 1, 2019.
- B. The Board of Trustees approves Form 4411LGF Five Year Capital Improvement Plan as of July 1, 2019, the related IVGID prepared Five Year Capital Project Summary, and the Carry Over Schedule, for the fiscal years starting 2019-2020 for filing with the Nevada Department

of Taxation, the Washoe County Clerk and the State of Nevada Legislative Counsel Bureau by August 1, 2019.

II. DISTRICT STRATEGIC PLAN

This action supports Long Range Principle #2, Finance; *“The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial policies for operating budgets, fund balances, capital improvement and debt management.”*

- *“Comply with State and Federal regulations.”*
- *“Develop and maintain a long term plan to sustain financial resources”.*

Budgeted Initiatives:

“Comply with Nevada Revised Statutes and Administrative Code requirement for the budget process, indebtedness reporting and the annual audit”.

III. BACKGROUND

This is an annual filing to meet NRS requirement. The reports are due to the State Department of Taxation by July 31 each year. The filing is also made with the Washoe County Clerk to allow any disclosures to be shared with the Washoe County Debt Commission as they set their calendar and agenda for the 2019-2020 fiscal year. The Legislative Counsel Bureau gets information for capital budgeting.

The Nevada Department of Taxation, Local Government Finance, has formalized the form sets and included individual filing instructions for each form. Since the filing instructions differ, we have made each form a separate approval action. Prior to 2017 these matters were all considered together.

The Debt Management Policy filed with Form 4410LGF was updated to reflect the Board Policy and Practice changes approved May 18, 2016. No Policy changes have been made since that date, as no other action has occurred relative to the IVGID Code. The only 2018-19 report updates are for new balances, tax information and references to the current budget. The current amortization schedules are attached in lieu of the form set pages. The Debt Management Policy section identifies the District’s response to sections of the Nevada Revised Statutes (NRS). There are also disclosures of current assessed valuation factors, which drive the District’s debt limit, and status of bond liabilities as of June 30, 2019.

During the meetings preceding the approval of the Operating Budget staff provided the five year projection supporting capital improvement project expenditures and the role of debt to allow a flow of resources to be planned for future projects. This alternative allows existing resources to be allocated for other projects. It is also a

measure of sustainability of the overall capital improvement plan. After considerable discussion between March 18 and May 1, 2019, it was directed that the Five Year Summary not include any further projects for the Diamond Peak Master Plan until such time as the current Entitlements Project is completed and the community has had more input as the nature, timing, and extent of the project. Further it was also noted that implementation of the Community Services Master Plan is not yet incorporated into the Five Year Summary.

Please note that approving this report in no way authorizes the contemplated bond issue for Ski Way.

IV. BID RESULTS

This item is not subject to competitive bidding within the meaning of Nevada Revised Statute (NRS) 332. It is strictly a policy and report generated to comply with State of Nevada Statutes.

V. FINANCIAL IMPACT AND BUDGET

The Nevada Department of Taxation, Local Government Finance, has prescribed annual filing of Form 4410LGF, the Indebtedness Report. An additional function of the District's Debt Management Policy, besides meeting statutory requirements, is providing several appendices for debt amortization, in support of the Form 4410LGF. Information in these documents is consistent with budget information reported on Schedule C-1 Form 4404LGF adopted by the Board of Trustees on May 22, 2019. The added disclosures indicate debt service information for the next five years and individual bond issue amortization as required by the form set.

The Executive Summary of the Debt Management Policy is to serve notice, if any bond issues are contemplated for the immediate succeeding fiscal year. The District has identified possible funding sources for projects occurring after June 30, 2020, and has made this distinction in the Summary that no issues are intended for the year ending June 30, 2020.

The Indebtedness Report for the Nevada Department of Taxation, Local Government Finance, prescribes required disclosure of the Five Year Capital Improvement Plan on Form 4411LGF is supported by the IVGID prepared Capital Project Summary reviewed with the Board of Trustees leading up to the approval of the Operating Budget on May 22, 2019. The report approved for the purposes of filing the Form 4411LGF relates to the entire project list for five years beginning with 2019-20. The amounts included for 2019-2020 are consistent with the information reported on Form 4404LGF adopted by the Board of Trustees on May 22, 2019. Carry Over projects are also listed on Form 4411LGF. The Carry Over

Schedule was also reviewed with the Board of Trustees May 22, 2019 and has had some clarifying edits made that did not change amounts in the budget as adopted. The District's Effluent Pipeline Project will cover many more years and has been disclosed for years 2020 and after. (Note – approval of the Form 4411LGF is not authorization for any projects beyond June 30, 2020, it is merely a plan.)

There are no further budget consequences from this report as it is based on the same data as was used for the Operating Budget that has already been approved.

VI. ALTERNATIVES

The Board of Trustees can modify the either Form set 4410LGF or 4411LGF and the related Debt Management Policy, if there are statements they wish to be included beyond those presented. However, whatever changes or not, that are made, a filing must occur with the State of Nevada and the Washoe County Clerk by July 31.

VII. COMMENTS

Prior to 2016, the District assembled and approved the items within the Debt Management Policy in conjunction with operating and capital improvement plan budgets. By making this a separate action, it has facilitated presenting the Five Year Capital Improvement Plan apart from the fiscal year budget. However, it should be noted the Five Year Capital Improvement Plan is only a plan, no action or authority to act, especially beyond June 30, 2020, is not implied with approving the Forms 4410LGF or Form 4411LGF or the summary. Future events including a change in priorities, availability of resources, and community needs could alter these plans.

VIII. BUSINESS IMPACT

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

**Incline Village General
Improvement District,
Incline Village, Nevada**

**Indebtedness Report
For the Fiscal Year June 30, 2019**

**Approved by the Board of Trustees
July 17, 2019**

**Filed with State of Nevada and Washoe
County July 2019**



EXECUTIVE SUMMARY

This Indebtedness Report was created to fulfill the requirements of NRS 350.013 for the year ended June 30, 2019. Incline Village General Improvement District (the District) is generally limited in the bonds it can issue by its statutory debt limit and the amount of revenue available to pay debt service on bonds. This policy discusses the outstanding and proposed debt of the District, its ability to afford such debt, and other items relating to the issuance of the bonds of the District.

For the fiscal year ending June 30, 2019, the District has \$1,498,000 of general obligation recreation revenue debt outstanding, and \$3,464,361 in utility general obligation revenue debt. This is a total of \$4,962,361 in general obligation debt. There is also outstanding debt with the State of Nevada Revolving Fund, in the form of revenue pledged loan contracts, of \$1,144,565. The total District debt of \$6,106,926 is all subject to a revenue pledge.

The District presently has approximately \$833,193,000 of statutory debt limit available based on the final 2018-19 Redbook Assessed Valuation of \$1,666,387,475. This results in over \$827,000,000 as available.

Since the District is not involved with providing the types of infrastructure that can utilize substantial portions of a debt limit, the District's Board of Trustees has adopted an internal debt limit. This internal determination is generally based on maintaining a debt service ratio over the term of an issue that reflects affordability within the District's operations. The internal limit establishes minimum debt service coverage for Utilities at 1.75 and for Community Services at 1.5 times coverage. For the year ending June 30, 2020, the Utility Fund budget indicates coverage of 7 times, largely because the District is accumulating an additional \$2,000,000 a year for a future capital project. Without that component of net revenue, the coverage would still be over 4 times. For the year ending June 30, 2020, the Community Services Fund budget indicates coverage of 10 times. There is no separate limit set for the Beach Fund however it is assumed the Community Service minimum of 1.5 applies. For the year ending June 30, 2020, the Beach Fund budget indicates coverage of 81 times. **The budget for the fiscal year ending June 30, 2020, adopted on May 22, 2019, did not contemplate the issuance of any bonds in that year.**

Form 4411LGF as of July 1, 2019, includes the District Five Year Capital Plan (\$54,771,429) and the 2019-20 Carryover List (\$3,509,152) and the Carry Over of the Effluent Pipeline Project of \$11,008,521 (\$8,756,603 + \$2,251,918). These total expenditures of \$69,289,102, including \$16,424,397 for the fiscal year ending June 30, 2020. The use of bonded debt is contemplated in years after June 30, 2020. However, neither those components of the projects nor any related bond is neither authorized as of June 30, 2019 nor budgeted to be issued for the fiscal year ending June 30, 2020. Further consideration and action by the Board of Trustees is required before any bond will be authorized or issued; this is expected after July 1, 2020.

TABLE OF CONTENTS

Affordability of Existing, Authorized and Proposed General Obligation Debt..... 3

General Obligation Debt Limit Statutory Reference 3

General Obligation Debt Comparisons..... 3

Affording the District’s Existing General Obligation Bonded Indebtedness..... 3

Sources Available to Pay Existing, Authorized Future and Proposed General
Obligation Bond Indebtedness 4

General Obligation Debt Limit for the District 4

General Obligation Debt Comparisons..... 5

Outstanding and Authorized General Obligation Debt 6

General Obligation Bonds Supported by Recreation Revenues 6

General Obligation Bonds Supported by Utility Revenues..... 6

Method of Sale 7

Operational Costs of Future Capital Projects 8

Capital Improvement Plan 8

Chief Financial Officer of the District 8

State of Nevada Form 4410LGF Indebtedness Report with Appendix Debt
Service Schedules 1 to 5..... Attached

State of Nevada Form 4411LGF Reporting Five-Year Capital Improvement Plan
(CIP), with 5 Year Project Summary and Capital Improvement Projects Carry
Over Schedule..... Attached

Reconciliation of Five-Year CIP, Carry Over Schedule, and Form
4411LGF..... Attached

Prepared by: Incline Village General Improvement District Finance and Accounting

Nevada Revised Statutes (NRS) require certain content as a part of the District's Indebtedness Report on Debt Management. These include:

Affordability of Existing, Authorized and Proposed General Obligation Debt

NRS 350.013 1.(c)(1) A discussion of its ability to afford existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt;

NRS 350.013 1.(c)(6) A discussion of its sources of money projected to be available to pay existing general obligation debt, authorized future general obligation debt and proposed future general obligation debt.

General Obligation Debt Limit Statutory Reference

NRS 350.013 1.(c)(2) A discussion of its capacity to incur authorized and proposed future general obligation debt without exceeding the applicable debt limit.

General Obligation Debt Comparisons

NRS 350.013 1.(c)(3) A discussion of its general obligation debt that is payable from property taxes per capita as compared with such debt of other municipalities in this state.

NRS 350.013 1.(c)(4) A discussion of its general obligation debt that is payable from property taxes as a percentage of assessed valuation of all property within the boundaries of the municipality.

Affording the District's Existing General Obligation Bond Indebtedness

The use of proceeds from the District's bonded indebtedness has been for recreation and utility service infrastructure. Prior to adopting plans to acquire this infrastructure the District studied and developed a plan for identified revenue sources to be used for the repayment of the bond principal and interest. Examples of these sources include an element of water and sewer user fees that are specifically stated for capital expenditure, including debt service, used to acquire such assets. The Recreation and Beach Facility Fee charged to the individual benefited parcels includes elements for capital items and related debt service.

None of the currently outstanding bond issues use a tax levied on the assessed valuation of property in the District to meet debt service requirements. Each issue has been or will be repaid from the identified resources developed from user fees

Prepared by: Incline Village General Improvement District Finance and Accounting

or the Recreation and Beach Facility Fee (which is an availability of service charge as defined under NRS 318.197) and is collected on specified parcels within the District's boundaries as allowed under NRS 318.201.

Sources Available to Pay Existing, Authorized Future and Proposed General Obligation Bond Indebtedness

The District's annual operating budget process considers the use of resources in an order of priority. User fees and the Recreation and Beach Facility Fee are set at levels to assure the proper coverage of debt service requirements from each activity for its related bond(s). The capital improvement charges, which are a part of utility rates, are adopted by ordinance and are established in a process that allows public notice and input, before setting a schedule for the coming year and forward. The District's elected Board of Trustees adopts utility rates through an ordinance amendment. The Recreation and Beach Facility Fee is set each year and includes a matter of public notice and hearing before adoption in connection with the fiscal operating budget.

The assumptions for rate of collection have proven to be at adequate levels so that amounts realized are sufficient to meet intended needs including debt service requirements.

Several projects are expected to be funded from Fund Balance of the Community Service Special Revenue Fund, if and when the projects are approved in future years. For the year ended June 30, 2020 work is expected to be completed on the Mountain Golf Course Clubhouse and the Tennis Center Renovation. Due to available resources from past operations, no bonds are being issued for these projects.

The 5 Year Capital Project Summary presented May 22, 2019 for the period July 1, 2019 through June 30, 2024 includes a project that may require a bond issue. The individual project that contemplates a \$4,850,000 bond would support the Ski Way and Diamond Peak Parking Lot Reconstruction. The potentially debt supported project is scheduled for construction during a period from 2021 to 2023. The potential bond issue would not significantly affect the District's Debt Limit.

General Obligation Debt Limit

State statutes limit the amount of indebtedness to no more than 50% of the District's total assessed valuation. Based on the reported 2018-2019 assessed valuation of \$1,666,387,475 the available debt limit is \$833,193,737. With an outstanding balance of \$6,106,926 as of June 30, 2018, this leaves approximately

Prepared by: Incline Village General Improvement District Finance and Accounting

\$827,086,000 available. Other factors to be considered include District revenues, market conditions and the types of projects to be funded.

General Obligation Debt Comparisons

The District's general obligation bonds are issued pursuant to NRS Chapter 350 and Chapter 318. The District's general obligation bonds constitute direct and general obligations of the District and the full faith and credit of the District is pledged to the payment of the principal and interest, subject to Nevada constitutional and statutory limitations on the aggregate amount of property taxes. The bonds are payable from the general property taxes on all taxable property in the District. The bonds are secured by certain pledged revenues.

The general obligation bonds are payable by the District from any source legally available; at the times such payments are due, including the General Fund of the District. In the event, however, that such legally available sources of funds, including net pledged revenues, are insufficient, the District is obligated to levy a general tax on all taxable property within the District for payment of the general obligation bonds, subject to the limitations provided in the constitution and the statutes of the State of Nevada (the State).

In any year in which the total property taxes levied within the District by all applicable taxing units (e.g., the State, the County, the District, the school district, any city or any special district) exceed such property tax limitations, the reduction to be made by those units must be in property taxes levied for purposes other than the repayment of their bonded indebtedness, including interest on such indebtedness.

Nevada statutes provide that no act concerning the District's bonds or their security may be repealed, amended or modified in such manner as to impair adversely the bonds or their security until all of the bonds have been discharged in full or provision for their payment and reception has been fully made.

The District currently has no outstanding general obligation debt paid by the levy of a specific property tax. Principal and interest on the District's debt are payable from the various net pledged revenues of the District. There is no impact on the property tax rate so long as the net pledged revenues are sufficient to pay debt service.

**Outstanding and Authorized General Obligation Debt
(As of June 30, 2019)**

<u>General Obligation Bonds Supported by Recreation Revenues</u>				
Issue	Issue Date	Maturity Date	Amount Issued	Outstanding
General Obligation Revenue Bonds Recreation				
2012 Recreation and Refunding				
	07/18/12	09/01/22	3,475,000	<u>1,498,000</u>
Total GO Revenue Recreation Debt				<u>1,498,000</u>
Total Recreation Revenue Supported Debt				<u>1,498,000</u>

<u>General Obligation Bonds Supported by Utility Revenues</u>				
State of Nevada - State Water Pollution Revolving Fund				
Water Pollution CS32-0404	08/01/06	01/01/26	3,000,000	1,314,494
Drinking Water DW1201	03/16/12	01/01/32	3,000,000	<u>2,149,867</u>
Total GO Revenue Utility Debt				<u>3,464,361</u>
Total GO Bond Debt				<u>4,962,361</u>
State of Nevada Revolving Funds (Loan Contracts with Utility Revenue Pledge)				
Water Pollution C32-0204	10/28/02	01/01/23	1,720,380	479,758
Drinking Water IVGID-1	09/09/04	07/01/25	1,687,282	<u>664,807</u>
Total Loan Contracts with Revenue Pledge				<u>1,144,565</u>

TOTAL DISTRICT DEBT OUTSTANDING \$6,106,926

Method of Sale

NRS 350.013 1.(c)(5) Policy regarding the manner in which the municipality expects to sell its debt;

Bonds can generally be sold at a competitive sale, negotiated sale or to be privately placed.

Competitive Sale - Offering documents are sent to any firm interested in purchasing bonds. A day and time are chosen for the sale and bonds are awarded to the firm offering the lowest true interest cost on the bonds ("TIC"). The TIC is the discount rate which results in the present value of the future debt service payments equal to the bid for the bonds.

Negotiated Sale – A firm, or group of firms, is chosen in advance to offer the bonds for sale. At the time of the sale, interest rates and other terms of the bonds are negotiated with the Underwriter.

Private Placement – A purchaser, usually an individual or bank, is identified and the bonds are placed directly. Interest rates and other terms of the bonds are negotiated with the purchaser.

NRS 350 generally requires bonds issued by the District to be sold at competitive sale. For most District general obligation bonds, a competitive sale will usually result in the lowest TIC on the bonds. There are certain circumstances under which the District would consider a negotiated sale or private placements. Such circumstances include, but are not limited to:

- 1) Bonds issued with a variable rate of interest
- 2) Bonds rated below A- or not rated
- 3) Very small or very large bond issues
- 4) Unstable or highly volatile markets
- 5) Bonds with unusual security or structure

The District will follow the requirements of NRS 350.155 in choosing a method for its bonds. If the District determines that a negotiated sale is warranted for a general obligation bond or a bond secured by an excise tax, it will distribute a request for proposal to underwriting firms. The selection of an underwriter(s) will be based on a determination of the firm that demonstrates its ability to obtain the overall best interest rate for the District. Consideration in making this determination will be given to the firm's experience with similar financings, proposed compensation structure and marketing plan.

Prepared by: Incline Village General Improvement District Finance and Accounting

Operational Costs of Future Capital Projects

NRS 350.013 1.(c)(7) A discussion of its operational costs and revenue sources, for the ensuing 5 fiscal years, associated with each project included in its plan for capital improvement submitted pursuant to paragraph (d), if those costs and revenues are expected to affect the property tax rate.

The District has prepared a Capital Improvement Plan Summary, which is attached as Appendix B utilizing Form 4411LGF. The plan includes projects which affect general revenues as well as charges for services. These were all considered as a part of the process of developing the District's operating budget for the year ending June 30, 2020. Only projects scheduled for completion by that date are actually authorized. The remainder of the plan represents an intention for years 2 through 5. As such the approved projects for the year ending June 30, 2020 do not affect the property tax rate. No projects intended in years 2 through 5 contemplate an effect on the property tax rate to those related years.

Capital Improvement Plan

NRS 350.013 1.(d) either:

- (1) Its plan for capital improvement for the ensuing 5 fiscal years, which must include any contemplated issuance of general obligation debt during this period and the sources of money projected to be available to pay debt; or*
- (2) A statement indicating that no changes are contemplated in its plan for capital improvement for the ensuing 5 fiscal years.*

State of Nevada Form 4411LGF Five Year Capital Improvement Plan

Chief Financial Officer of the District

NRS 350.013 1.(e) A statement containing the name, title, mailing address and telephone number of the chief financial officer of the municipality.

The Chief Financial Officer of the Incline Village General Improvement District:

Gerald W. Eick, CPA CGMA
 Director of Finance
 Incline Village General Improvement District
 893 Southwood Blvd
 Incline Village, NV 89451
 Direct Phone: 775-832-1365 FAX: 775-832-1122

Prepared by: Incline Village General Improvement District Finance and Accounting

INDEBTEDNESS REPORT
As of June 30, 2019
Postmark Deadline 8/01/2019



Entity: Incline Village General Improvement District

Date: As of June 30, 2019

DEBT MANAGEMENT COMMISSION ACT (NRS 350.013)

1. Has your local government issued any new General Obligation Bond issues since July 1, 2018? Yes [] No [x]

If so, amount: _____ Date: _____

2. Has your local government approved any new Medium-Term Obligation issues since July 1, 2018? Yes [] No [x]

If so, amount: _____ Date: _____

3. Has your local government updated its debt management policy? (Per NRS 350.013) If Yes, submit updated policy with Indebtedness Report or prepare a statement discussing the following areas: Yes [x] No []

- A. Discuss the ability of your entity to afford existing and future general obligation debt.
B. Discuss your entity's capacity to incur future general obligation debt without exceeding the applicable debt limit.
C. Discuss the general obligation debt per capita of your entity as compared with the average for such debt of local governments in Nevada.
D. Discuss general obligation debt of your entity as a percentage of assessed valuation of all taxable property within the boundaries of your entity. (REDBOOK FY 2018-2019)
E. Present a policy statement regarding the manner in which your entity expects to sell its debt.
F. Discuss the sources of money projected to be available to pay existing and future general obligation debt.
G. Discuss the operating costs and revenue sources with each project.

If No, please provide a brief explanation.

4. Has your local government updated its five-year capital improvement plan? (Required pursuant to NRS 350.013, 354.5945 & 354.5947) Yes [x] No []

Submitted By: _____ (signature)

775-832-1365 (Phone number)



Entity: Incline Village General Improvement District

CHECK HERE IF YOUR ENTITY HAS NO OUTSTANDING DEBT

GENERAL OBLIGATION BONDS

1. General obligation	_____	
2. General obligation/revenue	_____	4,962,361
3. General obligation special assessment	_____	
Total general obligation bonded debt		\$ 4,962,361

MEDIUM-TERM OBLIGATIONS

1. General Obligation bonds	_____	
2. Negotiable notes or bonds	_____	
3. Capital lease purchases	_____	
Total medium-term obligation debt	_____	

REVENUE BONDS **\$ 1,144,565**

OTHER DEBT

1. Capital lease purchases-MTO not required or prior to law change	_____	
2. Mortgages	_____	
3. Warrants	_____	
4. Special Assessments	_____	
5. Other (specify) _____	_____	
6. Other (specify) _____	_____	
Total other debt	_____	

TOTAL INDEBTEDNESS **\$ 6,106,926**

Authorized but unissued general obligation bonds _____ 0

Note: Please explain and provide documentation for any differences between the amounts reported on this **schedule** and those reported on **Schedule C-1** of your **Final Fiscal Year 2019-2020 budget**.



Form **4410LGF** **SCHEDULE OF FIVE YEAR DEBT SERVICE REQUIREMENTS**
 as of June 30, 2019
 Postmark Deadline 8/1/2019

Entity: _____

For the next five years, list the total dollar requirement for principal and interest broken down for each type of indebtedness the entity currently has outstanding.

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
<u>General Obligation Bonds</u>					
G/O Bonds	_____				
G/O Revenue	\$ 791,551	\$ 790,351	\$ 791,958	\$ 796,308	\$ 400,909
G/O Special Assessment	_____				
<u>Medium-Term Obligation</u>					
G/O Bonds	_____				
Notes/Bonds	_____				
Leases/Purchases	_____				
<u>Revenue Bonds</u>	\$ 242,226	\$ 242,226	\$ 242,225	\$ 242,226	\$ 113,648
<u>Other Debt</u>					
Other Lease Purchases	_____				
Mortgages	_____				
Warrants	_____				
Special Assessments	_____				
Other Debt	_____				
TOTAL	\$ 1,033,777	\$ 1,032,577	\$ 1,034,183	\$ 1,038,534	\$ 514,557

SCHEDULE OF DEBT REPAYMENT

As of June 30, 2019

Postmark Deadline 8/1/2019



Incline Village General Improvement District

The repayment schedules should start with the payment of principal and interest due **after June 30, 2019** and continue until any particular issue is retired.

See Attached Amortization Schedules



Entity: Incline Village General Improvement District

CONTEMPLATED GENERAL OBLIGATION DEBT
 DURING 2019-2020

(1) PURPOSE	(2) TYPE	(3) AMOUNT	(4) TERM	(5) FINAL PAYMENT DATE	(6) INTEREST RATE
NONE					

SPECIAL ELECTIVE TAX

PURPOSE	TYPE	RATE	ELECTION DATE	EXPIRATION DATE	IMPLEMENTATION DATE
NONE					

Indebtedness Report as of June 30, 2019

Incline Village General Improvement District
Recreation Refunding Series 2012

Date	Original Value	Coupon	Interest	Total Payment	Fiscal Year Payment
09/01/19	\$ 361,000	2.25%	\$ 16,852	\$ 377,852	
03/01/20			12,791	12,791	\$ 390,643
09/01/20	368,000	2.25%	12,791	380,791	
03/01/21			8,651	8,651	389,442
09/01/21	378,000	2.25%	8,651	386,651	
03/01/22			4,399	4,399	391,050
09/01/22	391,000	2.25%	4,399	395,399	
					395,399
Total	<u>\$ 1,498,000</u>		<u>\$ 68,534</u>	<u>\$ 1,566,534</u>	<u>\$ 1,566,534</u>

Source of repayment is a per parcel component of the Facility Fee and a pledge of net revenue.

Indebtedness Report as of June 30, 2019

Incline Village General Improvement District
2006 State Revolving Fund Loan
Clean Water Loan CS32-0404

Date	Original Value	Coupon	Interest	Total Payment	Fiscal Year Payment
07/01/19	\$ 85,858	2.725%	\$ 17,910	\$ 103,768	
01/01/20	87,028	2.725%	16,740	103,768	\$ 207,536
07/01/20	88,214	2.725%	15,554	103,768	
01/01/21	89,416	2.725%	14,353	103,769	207,537
07/01/21	90,634	2.725%	13,134	103,768	
01/01/22	91,869	2.725%	11,899	103,768	207,536
07/01/22	93,121	2.725%	10,648	103,769	
01/01/23	94,389	2.725%	9,379	103,768	207,537
07/01/23	95,676	2.725%	8,093	103,769	
01/01/24	96,979	2.725%	6,789	103,768	207,537
07/01/24	98,300	2.725%	5,468	103,768	
01/01/25	99,640	2.725%	4,129	103,769	207,537
07/01/25	100,997	2.725%	2,771	103,768	
01/01/26	102,373	2.725%	1,395	103,768	207,536
Total	<u>\$ 1,314,494</u>		<u>\$ 138,262</u>	<u>\$ 1,452,756</u>	<u>\$ 1,452,756</u>

Source of repayment is users charges and a pledge of net revenue.

Indebtedness Report as of June 30, 2019

Incline Village General Improvement District
2012 State Revolving Fund Loan
Drinking Water DW1201

Date	Original Value	Coupon	Interest	Total Payment	Fiscal Year Payment
07/01/19	\$ 70,995	2.390%	\$ 25,691	\$ 96,686	
01/01/20	71,843	2.390%	24,843	96,686	\$ 193,372
07/01/20	72,702	2.390%	23,984	96,686	
01/01/21	73,571	2.390%	23,115	96,686	193,372
07/01/21	74,450	2.390%	22,236	96,686	
01/01/22	75,340	2.390%	21,346	96,686	193,372
07/01/22	76,240	2.390%	20,446	96,686	
01/01/23	77,151	2.390%	19,535	96,686	193,372
07/01/23	78,073	2.390%	18,613	96,686	
01/01/24	79,006	2.390%	17,680	96,686	193,372
07/01/24	79,950	2.390%	16,736	96,686	
01/01/25	80,905	2.390%	15,781	96,686	193,372
07/01/25	81,872	2.390%	14,814	96,686	
01/01/26	82,851	2.390%	13,835	96,686	193,372
07/01/26	83,841	2.390%	12,845	96,686	
01/01/27	84,843	2.390%	11,843	96,686	193,372
07/01/27	85,856	2.390%	10,830	96,686	
01/01/28	86,882	2.390%	9,804	96,686	193,372
07/01/28	87,921	2.390%	8,765	96,686	
01/01/29	88,971	2.390%	7,715	96,686	193,372
07/01/29	90,035	2.390%	6,651	96,686	
01/01/30	91,110	2.390%	5,576	96,686	193,372
07/01/30	92,199	2.390%	4,487	96,686	
01/01/31	93,301	2.390%	3,385	96,686	193,372
07/01/31	94,416	2.390%	2,270	96,686	
01/01/32	95,544	2.390%	1,142	96,686	193,372
Total	\$ 2,149,867		\$ 363,967	\$ 2,513,834	\$ 2,513,834

Source of repayment is users charges and a pledge of net revenue.

Indebtedness Report as of June 30, 2019

Incline Village General Improvement District
State Revolving Fund Loan
Clean Water Loan CS32-0204

Date	Original Value	Coupon	Interest	Total Payment	Fiscal Year Payment
07/01/19	\$ 56,748	3.14375%	\$ 7,541	\$ 64,289	
01/01/20	57,640	3.14375%	6,649	64,289	\$ 128,578
07/01/20	58,546	3.14375%	5,743	64,289	
01/01/21	59,466	3.14375%	4,823	64,289	128,578
07/01/21	60,401	3.14375%	3,888	64,289	
01/01/22	61,350	3.14375%	2,939	64,289	128,578
07/01/22	62,315	3.14375%	1,974	64,289	
01/01/23	63,294	3.14375%	995	64,289	128,578
Rounding	(2)				
Total	\$ 479,758		\$ 34,552	\$ 514,312	\$ 514,312

Source of repayment is users charges and a pledge of net revenue.

Indebtedness Report as of June 30, 2019

Incline Village General Improvement District
State Revolving Fund Loan
Drinking Water IVGID-1

Date	Original Value	Coupon	Interest	Total Payment	Fiscal Year Payment
07/01/19	\$ 46,579	3.082%	\$ 10,245	\$ 56,824	
01/01/20	47,297	3.082%	9,527	56,824	\$ 113,648
07/01/20	48,026	3.082%	8,798	56,824	
01/01/21	48,766	3.082%	8,058	56,824	113,648
07/01/21	49,517	3.082%	7,306	56,823	
01/01/22	50,281	3.082%	6,543	56,824	113,647
07/01/22	51,055	3.082%	5,769	56,824	
01/01/23	51,842	3.082%	4,982	56,824	113,648
07/01/23	52,641	3.082%	4,183	56,824	
01/01/24	53,452	3.082%	3,372	56,824	113,648
07/01/24	54,276	3.082%	2,548	56,824	
01/01/25	55,112	3.082%	1,712	56,824	113,648
07/01/25	55,962	3.082%	862	56,824	56,824
Rounding	1				
Total	\$ 664,807		\$ 73,905	\$ 738,711	\$ 738,711

Source of repayment is users charges and a pledge of net revenue.

FIVE YEAR CAPITAL IMPROVEMENT PLAN
(Per NRS 354.5945)



Minimum level of expenditure for items classified as capital assets	\$ 5,000	Incline Village General Improv. District Period Beginning July 1, 2019
Minimum level of expenditure for items classified as capital projects	\$ 10,000	

		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024
Fund:	General Fund					
Capital Improvement:	5 Year Capital Improvement Plan	\$ 485,445	\$ 443,150	\$ 390,100	\$ 269,950	\$ 3,310,900
	Carry Over Project re-budgeted to 2019-20	\$ 201,000	\$ -	\$ -	\$ -	\$ -
Funding Source:	Property Tax - Gen. Revenues	**	**	**	**	**
	Fund Balance					As needed
Completion Date:	Within each fiscal year as scheduled					
Fund Total	General Fund	\$ 686,445	\$ 443,150	\$ 390,100	\$ 269,950	\$ 3,310,900

		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024
Fund:	Utility Fund					
Capital Improvement:	5 Year Capital Improvement Plan	\$ 4,363,000	\$ 4,208,500	\$ 4,296,600	\$ 4,439,400	\$ 3,984,500
	Carry Over Project re-budgeted to 2019-20	\$ 1,498,400	\$ -	\$ -	\$ -	\$ -
	Carry Over for Effluent Pipeline Project	\$ -	\$ 1,000,000	\$ 3,000,000	\$ 3,000,000	\$ 4,008,521
Funding Source:	Charges for Services	^^	^^	^^	^^	^^
Completion Date:	Within each fiscal year as scheduled					
Fund Total		\$ 5,861,400	\$ 5,208,500	\$ 7,296,600	\$ 7,439,400	\$ 7,993,021

		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024
Fund:	Internal Services Fund					
Capital Improvement:	5 Year Capital Improvement Plan	\$ -	\$ 19,000	\$ 64,800	\$ 16,000	\$ 10,850
Funding Source:	Charges for Services	^^	^^	^^	^^	^^
Completion Date:	Within each fiscal year as scheduled					
Fund Total		\$ -	\$ 19,000	\$ 64,800	\$ 16,000	\$ 10,850

List of Funding Sources:

- Property Tax - Gen. Revenues
- Charges for Services
- Debt
- Grants
- Other** (Please Describe)



Minimum level of expenditure for items classified as capital assets	\$ 5,000	Incline Village General Improv. District Period Beginning July 1, 2019
Minimum level of expenditure for items classified as capital projects	\$ 10,000	

		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024
Fund:	Community Services Special Revenue Fund					
Capital Improvement:	5 Year Capital Improvement Plan	\$ 7,184,800	\$ 4,010,854	\$ 5,681,680	\$ 4,811,900	\$ 3,045,340
	Carry Over Project re-budgeted to 2019-20	\$ 1,701,702	\$ -	\$ -	\$ -	\$ -
Funding Source:	Charges for Services	^^	^^	^^	^^	^^
	General Fund Transfer - \$561,800	One time				
	Insurance Proceeds - \$300,000	One time				
	Fund Balance	As needed	As needed	As needed	As needed	As needed
	Debt - Future Bond Issue to be determined			As needed	As needed	As needed
Completion Date:	Within each fiscal year as scheduled			Ski Way Only	Ski Way Only	
Fund Total		\$ 8,886,502	\$ 4,010,854	\$ 5,681,680	\$ 4,811,900	\$ 3,045,340

		FY 2019-2020	FY 2020-2021	FY 2021-2022	FY 2022-2023	FY 2023-2024
Fund:	Beach Special Revenue Fund					
Capital Improvement:	5 Year Capital Improvement Plan	\$ 882,000	\$ 1,624,600	\$ 221,060	\$ 350,000	\$ 657,000
	Carry Over Project re-budgeted to 2019-20	\$ 108,050	\$ -	\$ -	\$ -	\$ -
Funding Source:	Charges for Services	^^	^^	^^	^^	^^
	Fund Balance	As needed	As needed			
Completion Date:	Within each fiscal year as scheduled					As needed
Fund Total		\$ 990,050	\$ 1,624,600	\$ 221,060	\$ 350,000	\$ 657,000

District-wide Totals		\$ 16,424,397	\$ 11,306,104	\$ 13,654,240	\$ 12,887,250	\$ 15,017,111
\$ 69,289,102	All Five Years - Grand Total					

List of Funding Sources:

- Property Tax - Gen. Revenues
- Charges for Services
- Debt
- Grants
- Other** (Please Describe)



5 Year Capital Improvement Plan Summary - As of 5.22.19

Department	Project Number	Project Title	Project Manager	2020	2021	2022	2023	2024	Total
General Fund									
Accounting/ Information Systems	1213CE1101	IT Master Plan - IT Security Devices	Director of IT	15,000	15,000	-	-	-	30,000
	1213CE1501	District Wi-fi Installation Update	Director of IT	-	60,000	-	-	-	60,000
	1213CE1701	District Communication Radios	Network Administrator	6,000	6,000	10,000	-	-	22,000
	1213CE1901	District Wide Update to Voice Over iPhone System	IT Analyst	-	60,000	66,000	-	-	126,000
	1213CO1505	IT Infrastructure	Director of IT	132,800	91,800	92,000	-	-	316,600
	1213CO1703	District Wide PC, Laptops, Peripheral Equipment and Desk Top	IT Technician	95,000	97,050	100,000	102,950	105,900	500,900
	1213CO1802	Microsoft Exchange Server	Director of IT	28,600	-	-	-	-	28,600
	1213CO1803	Microsoft Office Licenses	Director of IT	9,045	9,300	9,600	-	-	27,945
	1213CO1804	Windows Server Operating System	Director of IT	14,000	14,000	-	-	-	28,000
	1213LV1721	IS&T Pick-up Truck and Cargo Unit	Fleet Superintendent	-	-	-	12,000	-	12,000
	Total			300,445	353,150	277,600	114,950	105,900	1,152,045
General	1099BD1501	Admin Roof Replacement	Buildings Superintendent	-	85,000	-	-	-	85,000
	1099BD1502	Upgrade Public Bathrooms at Administration for ADA Compliance	Buildings Superintendent	-	-	75,000	-	-	75,000
	1099BD1701	Administration Services Building	Engineering Manager	-	-	-	150,000	3,200,000	3,350,000
	1099LI1705	Pavement Maintenance - Administration Building	Senior Engineer	5,000	5,000	5,000	5,000	5,000	25,000
	1099OE1401	Admin Printer Copier Replacement - 893 Southwood Administration Building	District Clerk	-	-	32,500	-	-	32,500
	1315CO1801	Human Resource Management and Payroll Processing Software	Director of Human Resources	180,000	-	-	-	-	180,000
	Total			185,000	90,000	112,500	155,000	3,205,000	3,747,500
		Total General Fund		485,445	443,150	390,100	269,950	3,310,900	4,899,545
Utilities									
Public Works Shared	2097BD1202	Paint Interior Building #A	Buildings Superintendent	-	-	-	49,000	-	49,000
	2097BD1204	New Carpet Building #A	Buildings Superintendent	-	47,000	-	-	-	47,000
	2097BD1704	Replace Roof Public Works #B	Buildings Superintendent	-	-	105,000	-	-	105,000
	2097BD1802	Household Hazardous Waste Building Improvements	Principal Engineer	15,000	150,000	-	-	-	165,000
	2097CO2101	Public Works Billing Software Replacement	Public Works Administrative Manager	-	10,000	100,000	100,000	50,000	260,000
	2097DI1401	Adjust Utility Facilities in NDOT/Washoe County Right of Way	Senior Engineer	60,000	60,000	60,000	60,000	60,000	300,000
	2097HE1725	Loader Tire Chains	Fleet Superintendent	-	-	9,900	9,900	-	19,800
	2097HE1729	2002 Caterpillar 950G Loader #523	Fleet Superintendent	-	-	265,000	-	-	265,000
	2097HE1730	2002 Caterpillar 950G Loader #525	Fleet Superintendent	-	-	-	265,000	-	265,000
	2097HE1750	1997 Forklift #315	Fleet Superintendent	-	-	-	-	36,000	36,000
	2097HE1751	2013 Trackless Snowblower #687	Fleet Superintendent	-	-	-	-	-	-
	2097HE1752	2001 105KW Mobile Generator #313	Fleet Superintendent	-	-	-	165,000	-	165,000
	2097HV1754	1996 Peterbilt Dump Truck #299	Fleet Superintendent	-	-	-	50,000	-	50,000
	2097HV1755	2001 Peterbilt Bin Truck #468	Fleet Superintendent	75,000	-	-	-	-	75,000
	2097LE1720	Snowplow #300A	Fleet Superintendent	-	-	190,000	-	-	190,000
	2097LE1721	Snowplow #307A	Fleet Superintendent	-	-	18,000	-	-	18,000
	2097LE1722	Slurry Liquidator #326	Fleet Superintendent	-	-	-	18,000	-	18,000
	2097LE1723	2004 9' Western Snow Plow #542A	Fleet Superintendent	9,000	-	41,000	-	-	41,000
									9,000



5 Year Capital Improvement Plan Summary - As of 5.22.19

Department	Project Number	Project Title	Project Manager	2020	2021	2022	2023	2024	Total
	2097LE1724	2015 Sander/Spreader #710	Fleet Superintendent	20,000	-	-	-	-	20,000
	2097LI1401	Pavement Maintenance, Utility Facilities	Senior Engineer	45,000	299,000	12,500	12,500	12,500	381,500
	2097LI1701	Pavement Maintenance, Reservoir 3-1 WPS 4-2/5-1	Senior Engineer	-	10,000	165,000	-	-	175,000
	2097LV1710	2013 Chevy Equinox	Fleet Superintendent	-	-	-	-	37,000	37,000
	2097LV1734	2013 1/2 Ton Pick-Up #677 Treatment	Fleet Superintendent	-	-	-	-	37,000	37,000
	2097LV1738	2009 Chevrolet 1/2 Ton Pick-up Truck #631	Fleet Superintendent	-	-	30,000	-	-	30,000
	2097LV1739	2009 Chevrolet 1/2 Ton Pick-up Truck #632 Engineering Dept.	Fleet Superintendent	-	-	32,000	-	-	32,000
	2097LV1740	2012 Extend-A-Cab Pick-up #678 Pipeline Dept.	Fleet Superintendent	-	-	-	32,000	-	32,000
	2097LV1743	2013 1-Ton Flatbed #679 Pipeline Dept.	Fleet Superintendent	-	-	-	-	44,000	44,000
	2097LV1744	2012 1-Ton Service Truck w/ Liftgate #668 Treatment	Fleet Superintendent	-	-	-	43,000	-	43,000
	2097LV1745	2013 1-Ton Service Truck #680 Utilities Electrician	Fleet Superintendent	-	-	-	-	44,000	44,000
	2097LV1746	2004 GMC 1-Ton Flatbed #542 Pipeline Dept.	Fleet Superintendent	48,000	-	-	-	-	48,000
	2097LV1747	2008 Chevrolet Service Truck #609 Meter Truck	Fleet Superintendent	36,000	-	-	-	-	36,000
	2097LV1749	2011 Chevrolet Service Truck #647 Treatment	Fleet Superintendent	-	45,000	-	-	-	45,000
	2097OE1205	Large Format Printer Replacement	Public Works Contract Administrator	-	-	-	-	29,000	29,000
	Total			308,000	621,000	1,028,400	804,400	349,500	3,111,300
Water	2299DI1102	Water Pumping Station Improvements	Principal Engineer	45,000	50,000	50,000	50,000	50,000	245,000
	2299DI1103	Replace Commercial Water Meters, Vaults and Lids	Collection/Distribution Supervisor	20,000	40,000	40,000	40,000	40,000	180,000
	2299DI1204	Water Reservoir Coatings and Site Improvements	Utility Maintenance Specialist	85,000	85,000	85,000	60,000	80,000	395,000
	2299DI1401	Burnt Cedar Water Disinfection Plant Improvements	Engineering Manager	50,000	55,000	25,000	25,000	25,000	180,000
	2299DI1701	Water Reservoir Safety and Security Improvements	Engineering Manager	10,000	250,000	-	-	-	260,000
	2299DI1702	Water Pump Station 2-1 Improvements	Engineering Manager	-	-	-	300,000	-	300,000
	2299DI1707	Burnt Cedar Water Disinfection Plant Emergency Generator Fuel Tank Upgrades	Engineering Manager	200,000	-	-	-	-	200,000
	2299DI2603	Residential meter and electronics replacement	Collection/Distribution Supervisor	-	-	-	-	150,000	150,000
	2299LV1720	2013 Mid Size Truck #675 Compliance	Fleet Superintendent	-	-	31,000	-	-	31,000
	2299WS1704	Watermain Replacement - Martis Peak Road	Senior Engineer	50,000	625,000	-	-	-	675,000
	2299WS1705	Watermain Replacement - Crystal Peak Road	Senior Engineer	-	-	50,000	845,000	-	895,000
	2299WS1706	Watermain Replacement - Rifle Pk Ct, Slott Pk Ct	Senior Engineer	-	50,000	325,000	-	-	375,000
	2299WS1802	Watermain Replacement - Alder Avenue	Senior Engineer	-	-	-	-	535,000	535,000
	2299WS1803	Watermain Replacement - Future	Senior Engineer	-	-	-	-	50,000	50,000
	2299WS1804	R6-1 Tank Road Construction	Senior Engineer	-	15,000	110,000	-	-	125,000
	Total			460,000	1,170,000	716,000	1,320,000	930,000	4,596,000
Sewer	2523HE1723	2001 Sellick Forklift #499	Fleet Superintendent	-	-	-	-	65,000	65,000
	2523HV1721	2006 Kenworth T800 Bin truck #587	Fleet Superintendent	-	-	197,200	-	-	197,200
	2524HE1725	2008 Chevrolet Camera Truck #615	Fleet Superintendent	-	-	-	-	85,000	85,000
	2524SS1010	Effluent Export Project - Phase II	Engineering Manager	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
	2599BD1105	Building Upgrades Water Resource Recovery Facility	Utility Superintendent	10,000	80,000	40,000	30,000	50,000	210,000
	2599DI1104	Sewer Pumping Station Improvements	Engineering Manager	15,000	60,000	30,000	30,000	50,000	185,000
	2599DI1701	Sewer Pumping Station 14 Improvements	Engineering Manager	-	-	-	-	30,000	30,000
	2599DI1703	Sewer Pump Station #1 Improvements	Principal Engineer	250,000	-	-	-	-	250,000
	2599SS1102	Water Resource Recovery Facility Improvements	Utility Superintendent	100,000	75,000	75,000	100,000	175,000	525,000
	2599SS1103	Wetlands Effluent Disposal Facility Improvements	Utility Maintenance Specialist	10,000	75,000	100,000	100,000	100,000	385,000
	2599SS1203	Replace & Reline Sewer Mains, Manholes and Appurtenances	Senior Engineer	10,000	55,000	110,000	55,000	105,000	335,000



5 Year Capital Improvement Plan Summary - As of 5.22.19

Department	Project Number	Project Title	Project Manager	2020	2021	2022	2023	2024	Total
	2599SS1702	WRRF Biosolids Bins	Utility Superintendent	-	-	-	-	45,000	45,000
	2599SS1707	WRRF Aeration System Improvements	Engineering Manager	1,200,000	-	-	-	-	1,200,000
	2599SS1901	Wastewater Resource Recovery Facility (WRRF) Drainage Improvements	Senior Engineer	-	12,500	-	-	-	12,500
	2599SS2107	Update Camera Equipment	Collection/Distribution Supervisor	-	60,000	-	-	-	60,000
	Total			3,595,000	2,417,500	2,552,200	2,315,000	2,705,000	13,584,700
		Total Utilities		4,363,000	4,208,500	4,296,600	4,439,400	3,984,500	21,292,000
Internal Service									
Fleet	5190ME1201	Replacement Shop Tools and Equipment	Fleet Superintendent	-	-	-	16,000	-	16,000
	5197CO1801	Fleet Software upgrade - manages rolling stock/equip	Fleet Superintendent	-	14,000	-	-	-	14,000
	5197LE1720	Replace 2007 Vehicle/Equipment Trailer	Fleet Superintendent	-	-	-	-	10,850	10,850
	Total			-	14,000	-	16,000	10,850	40,850
Buildings	5394LE1723	2003 Genie Scissor Lift	Fleet Superintendent	-	-	16,000	-	-	16,000
	5394LE1724	2004 Equipment Trailer (Tilt)	Fleet Superintendent	-	-	5,200	-	-	5,200
	5394LV1720	Replace 2005 Service Truck 4X4 (1-ton) #555	Fleet Superintendent	-	-	43,600	-	-	43,600
	5394LV1722	Replace 2004 Pick-up Truck 4X4 (1/2-ton) #540	Fleet Superintendent	-	5,000	-	-	-	5,000
	Total			-	5,000	64,800	-	-	69,800
		Total Internal Service		-	19,000	64,800	16,000	10,850	110,650
Community Services									
Championship Golf	3141BD1706	Venue Signage Enhancement	Director of Golf	40,000	-	-	-	-	40,000
	3141FF1804	Champ Golf Exterior Icemaker Replacement	Buildings Superintendent	-	10,500	-	-	-	10,500
	3141FF1903	Championship Golf Course Bear Boxes	Grounds Superintendent Golf Courses	7,000	6,000	-	-	-	13,000
	3141GC1103	Irrigation Improvements	Grounds Superintendent Golf Courses	30,000	15,000	26,000	15,000	15,000	101,000
	3141GC1501	Maintenance Building Drainage, Washpad and Pavement improvements	Principal Engineer	30,000	700,000	-	-	-	730,000
	3141GC1802	Championship Course Greens and Surrounds	Grounds Superintendent Golf Courses	15,000	-	-	-	-	15,000
	3141GC1803	Championship Course Tees	Grounds Superintendent Golf Courses	15,000	-	-	-	45,000	60,000
	3141LI1201	Pavement Maintenance of Parking Lots - Champ Course & Chateau	Senior Engineer	17,500	52,500	45,000	10,000	515,000	640,000
	3141LI1202	Pavement Maintenance of Cart Paths - Champ Course	Senior Engineer	60,000	62,500	55,000	55,000	55,000	287,500
	3141LV1898	Championship Golf Course Electric Cart Fleet and GPS	Director of Golf	-	378,000	-	-	-	378,000
	3142LE1722	2001 Shattertine Aerifier #500	Fleet Superintendent	-	-	-	-	8,000	8,000
	3142LE1733	2005 Carryall Club Car #564	Fleet Superintendent	11,000	-	-	-	-	11,000
	3142LE1734	2005 Carryall Club Car #565	Fleet Superintendent	11,000	-	-	-	-	11,000
	3142LE1735	2005 Carryall Club Car #566	Fleet Superintendent	11,000	-	-	-	-	11,000
	3142LE1736	2005 Carryall Club Car #567	Fleet Superintendent	11,000	-	-	-	-	11,000
	3142LE1737	2006 Carryall Club Car #589	Fleet Superintendent	-	12,000	-	-	-	12,000
	3142LE1738	2006 Carryall Club Car #590	Fleet Superintendent	-	12,000	-	-	-	12,000
	3142LE1739	2006 Carryall Club Car #591	Fleet Superintendent	-	12,000	-	-	-	12,000
	3142LE1741	2016 Bar Cart #724	Fleet Superintendent	-	29,000	-	-	-	29,000
	3142LE1742	2016 Bar Cart #725	Fleet Superintendent	-	29,000	-	-	-	29,000
	3142LE1743	2017 Toro Sand Pro 3020 #744	Fleet Superintendent	-	-	-	-	22,000	22,000
	3142LE1745	2011 Toro 3500D Mower #649	Fleet Superintendent	-	-	-	-	43,500	43,500



5 Year Capital Improvement Plan Summary - As of 5.22.19

Department	Project Number	Project Title	Project Manager	2020	2021	2022	2023	2024	Total
	3142LE1746	2012 JD 8500 Fairway Mower #670	Fleet Superintendent	-	92,000	-	-	-	92,000
	3142LE1747	2011 Toro Groundsmaster 4000D #650	Fleet Superintendent	-	50,000	-	-	-	50,000
	3142LE1748	2015 Toro Greensmaster 1600 #711	Fleet Superintendent	-	-	-	10,000	11,300	21,300
	3142LE1749	2015 Toro Greensmaster 1600 #712	Fleet Superintendent	-	-	-	10,000	11,300	21,300
	3142LE1750	2013 JD 3235 Fairway Mower #685	Fleet Superintendent	-	-	92,000	-	-	92,000
	3142LE1751	2004 Toro Greensmaster 1600 #549	Fleet Superintendent	-	-	-	-	11,300	11,300
	3142LE1752	2005 Toro Greensmaster 1600 #574	Fleet Superintendent	-	-	-	-	11,300	11,300
	3142LE1753	2011 Toro Greensmaster 1000 #652	Fleet Superintendent	-	-	-	-	10,400	10,400
	3142LE1754	2011 Toro Greensmaster 1000 #653	Fleet Superintendent	-	-	-	-	10,400	10,400
	3142LE1755	2011 Toro Greensmaster 1000 #654	Fleet Superintendent	-	-	-	-	10,400	10,400
	3142LE1756	2011 Toro Greensmaster 1000 #655	Fleet Superintendent	-	-	-	-	10,400	10,400
	3142LE1757	2011 Toro Greensmaster 1000 #656	Fleet Superintendent	-	-	-	-	10,400	10,400
	3142LE1758	2011 Toro Greensmaster 1000 #657	Fleet Superintendent	-	-	-	-	10,400	10,400
	3142LE1759	2014 3500D Toro Rotary Mower #693	Fleet Superintendent	-	-	38,000	-	-	38,000
	3142LE1760	Replacement of 2010 John Deere 8500 #641	Fleet Superintendent	92,000	-	-	-	-	92,000
	3143GC1202	Driving Range Improvements	Grounds Superintendent Golf Courses	31,000	-	-	-	34,000	65,000
	3144FF1702	Replace Icemaker Championship Golf Course Cart Barn	Buildings Superintendent	-	-	10,980	-	-	10,980
	3153BD2001	Recoat Chateau F&B Grill and Catering Kitchen Floors	Buildings Superintendent	-	-	37,200	-	-	37,200
	3153FF1204	Champ Grille Kitchen Equipment	Food and Beverage Director	46,200	-	-	-	-	46,200
	3197HV1749	1997 1-Ton Dump Truck #419	Fleet Superintendent	5,000	-	-	-	44,000	49,000
	3197LE1724	2000 Toro Spreader #462	Fleet Superintendent	-	-	-	13,700	-	13,700
	3197LE1726	2001 Spiker/Seeder #477	Fleet Superintendent	-	-	-	12,000	-	12,000
	3197LE1728	2013 Toro Top Dresser #686	Fleet Superintendent	-	-	13,000	-	-	13,000
	3197LE1729	2006 Toro 1250 Spray Rig #586	Fleet Superintendent	-	-	-	-	35,000	35,000
	3197LE1731	2008 Planetair HD50 #616	Fleet Superintendent	-	35,000	-	-	35,000	70,000
	3197LE1732	2015 John Deere 1500 Fairway Aerator #716	Fleet Superintendent	27,000	-	-	-	-	27,000
	3197LE1733	2008 JD TC125 Core Harvester #621	Fleet Superintendent	-	-	12,400	-	-	12,400
	3197LE1734	2008 Bandit Brush Chipper #625	Fleet Superintendent	-	-	42,000	-	-	42,000
	3197LE1735	2017 TORO PROCORE 864 AERATOR #747	Fleet Superintendent	-	-	-	15,400	-	15,400
	3197LE1740	2005 John Deere Pro Gator #569	Fleet Superintendent	34,500	-	-	-	-	34,500
	3197LE1741	2015 Greens Roller #715	Fleet Superintendent	17,000	-	-	-	-	17,000
	3197LE1742	2014 Vibratory Greens Roller #696	Fleet Superintendent	17,000	-	-	-	-	17,000
	3197LE1746	2004 John Deere 4410 Tractor #548	Fleet Superintendent	40,000	-	-	-	-	40,000
	3197LE1748	Replace Blade Grinding Equipment	Fleet Superintendent	-	41,200	-	-	-	41,200
	3197LE1902	Graden Sand Injection Verticutter	Fleet Superintendent	-	18,500	-	-	-	18,500
	3197ME1710	Maintenance Shop Crane and Equipment Lift	Fleet Superintendent	30,000	-	-	-	-	30,000
	3199OE1501	Championship Golf Printer Copier Replacement 955 Fairway	Director of Golf	10,000	-	-	-	-	10,000
	Total			608,200	1,555,200	371,580	141,100	959,100	3,635,180



5 Year Capital Improvement Plan Summary - As of 5.22.19

Department	Project Number	Project Title	Project Manager	2020	2021	2022	2023	2024	Total	
Mountain Golf	3241BD1503	Mtn. Golf Course Remodel On Course Bathrooms, #6 & #13/14	Principal Engineer	60,000	-	-	-	-	60,000	
	3241GC1101	Mountain Course Greens, Tees and Bunkers	Grounds Superintendent	43,000	18,000	-	-	-	61,000	
	3241GC1404	Irrigation Improvements	Golf Courses Grounds Superintendent	39,000	-	-	30,000	-	69,000	
	3241GC1502	Wash Pad Improvements	Golf Courses Principal Engineer	-	-	70,000	-	-	70,000	
	3241GC1802	Mountain Course Clubhouse and Maintenance Building Water Service Line Replacement	Senior Engineer	65,000	-	-	-	-	65,000	
	3241LI1704	Mountain Golf Course Cart Path Retaining Walls	Senior Engineer	17,500	37,500	12,500	12,500	10,000	90,000	
	3241LV1899	Mountain Course 58 Cart Fleet	Director of Golf	288,000	-	-	-	-	288,000	
	3241ME1804	Mountain Golf Fuel Storage Facility	Fleet Superintendent	200,000	-	-	-	-	200,000	
	3242LE1725	2005 Carryall Club Car #568	Fleet Superintendent	11,000	-	-	-	-	11,000	
	3242LE1726	2016 Bar Cart #726	Fleet Superintendent	-	29,000	-	-	-	29,000	
	3242LE1728	2015 Toro 4000D Rough Mower #709	Fleet Superintendent	-	-	-	61,000	-	61,000	
	3242LE1731	2017 Toro Sand Pro #745	Fleet Superintendent	-	-	-	-	22,000	22,000	
	3242LE1732	2016 Toro Tri-Plex Mower #614	Fleet Superintendent	-	-	-	-	43,400	43,400	
	3242LI1204	Pavement Maintenance of Parking Lot - Mountain Golf Course	Senior Engineer	22,500	6,000	12,500	12,500	25,000	78,500	
	3242LI1205	Pavement Maintenance of Cart Paths - Mountain Golf Course	Senior Engineer	40,000	45,000	45,000	45,000	45,000	220,000	
	3299BD1403	Mountain Course Clubhouse and Maintenance Building Renovation and ADA Upgrades	Engineering Manager	-	-	-	95,000	600,000	695,000	
	3299BD1702	Replace Roof - Mountain Golf Clubhouse	Buildings Superintendent	25,000	-	-	-	-	25,000	
	3299BD1705	Paint Exterior of Mountain Golf Clubhouse	Buildings Superintendent	41,500	-	-	-	-	41,500	
	3299BD1902	Mountain Clubhouse Improvements Project	Engineering Manager	1,464,000	-	-	-	-	1,464,000	
		Total		2,316,500	135,500	140,000	299,400	702,000	3,593,400	
	Facilities	3350BD1103	Chateau - Replace Carpet	Buildings Superintendent	62,000	-	-	49,500	68,000	179,500
		3350BD1302	Resurface Patio Deck - Chateau	Buildings Superintendent	-	36,000	-	-	-	36,000
		3350BD1505	Paint Interior of Chateau	Buildings Superintendent	-	-	-	-	40,500	40,500
3350BD1506		Paint Exterior of Chateau	Buildings Superintendent	-	-	47,000	-	-	47,000	
3350BD1704		Replace Air Walls Chateau	Buildings Superintendent	-	31,360	-	-	-	31,360	
3350BD1804		Replace Hallway Tile at Chateau	Buildings Superintendent	65,000	-	-	-	-	65,000	
3350BD1805		Repair and Refinish Wood Walls Upstairs at Chateau	Buildings Superintendent	10,000	-	-	-	-	10,000	
3350BD1808		Chateau Community Room Ceiling and Beam Refurbishing	Buildings Superintendent	-	-	-	-	25,000	25,000	
3350FF1204		Catering Kitchen Equipment	Food and Beverage Director	18,900	-	-	-	-	18,900	
3350FF1601		Enclose Chateau Exterior Storage Area	Engineering Technician	-	85,000	-	-	-	85,000	
3351BD1501		Aspen Grove - Replace Carpet	Buildings Superintendent	-	-	11,000	-	-	11,000	
3351BD1703		Aspen Grove Outdoor Seating BBQ and Landscaping	Parks Superintendent	-	-	41,400	10,000	-	51,400	
3351BD2101		Dumpster enclosure - Village Green/Aspen Grove	Parks Superintendent	-	-	45,000	-	-	45,000	



5 Year Capital Improvement Plan Summary - As of 5.22.19

Department	Project Number	Project Title	Project Manager	2020	2021	2022	2023	2024	Total
	3351LI1807	Replacement Sod at Aspen Grove	Sales and Events Coordinator	18,000	-	-	-	-	18,000
	3352FF1104	Replace Banquet Serviceware	Sales and Events Coordinator	-	-	-	-	11,000	11,000
	3352LV1720	Replace 2013 Cargo Truck #690	Fleet Superintendent	-	-	-	38,500	-	38,500
	Total			173,900	152,360	144,400	98,000	144,500	713,160
Ski	3453BD1806	Base Lodge Walk In Cooler and Food Prep Reconfiguration	Engineering Manager	25,000	150,000	-	-	-	175,000
	3453FF1706	Replace Main Lodge/Snowflake Lodge Dinning Furniture and Fixtures	Food and Beverage Director	38,000	52,000	-	-	-	90,000
	3453FF1707	Replacement of Main and Snowflake Lodge Kitchen Equipment	Food and Beverage Director	-	53,000	-	-	-	53,000
	3462CE1902	Diamond Peak Fiber Network to Lifts	IT Analyst	-	-	-	68,000	-	68,000
	3462HE1502	Crystal Express Ski Lift Maintenance and Improvements	Ski Resort General Manager	-	55,000	25,000	345,000	-	425,000
	3462HE1702	Lakeview Ski Lift Maintenance and Improvements	Ski Resort General Manager	250,000	30,000	192,000	-	-	472,000
	3462HE1711	Lodgepole Ski Lift Maintenance and Improvements	Ski Resort General Manager	-	-	60,000	-	320,000	380,000
	3462HE1712	Red Fox Ski Lift Maintenance and Improvements	Ski Resort General Manager	30,000	20,000	-	-	-	50,000
	3462HE1903	Ridge Ski Lift Maintenance and Improvements	Mountain Operations Manager	-	62,000	-	-	-	62,000
	3462LE1720	2016 POlaris Ranger Crew #728	Fleet Superintendent	-	-	-	-	19,000	19,000
	3463HE1721	2013 Snow blower #689	Fleet Superintendent	-	-	-	-	165,900	165,900
	3463HE1722	Loader Tire Chains (1-Set)	Fleet Superintendent	-	-	9,750	-	-	9,750
	3463HE1723	2002 Caterpillar 950G Loader #524	Fleet Superintendent	-	-	265,000	-	-	265,000
	3463HE1727	Replacement of 2008 Grooming vehicle # 628	Fleet Superintendent	390,000	-	-	-	-	390,000
	3463HE1728	Replacement of 2011 Grooming Vehicle # 645	Fleet Superintendent	-	-	400,000	-	-	400,000
	3464BD1403	Resurface Main Lodge Decks	Buildings Superintendent	75,200	-	-	-	-	75,200
	3464HE1902	Replace Snowmaking Air Compressor Microprocessor Control Units	Mountain Operations Manager	100,000	-	-	-	-	100,000
	3464HE1908	1983 CASE 855C TRACK BACKHOE # 348	Fleet Superintendent	-	-	-	250,000	-	250,000
	3464LE1601	Ski Resort Snowmobile Fleet Replacement	Fleet Superintendent	15,500	16,000	16,500	17,000	17,000	82,000
	3464LE1729	Snowplow #304A	Fleet Superintendent	-	-	19,000	-	-	19,000
	3464LE1734	2016 Polaris Ranger Crew #723	Fleet Superintendent	-	-	-	19,000	-	19,000
	3464LV1730	2014 Yamaha ATV #695	Fleet Superintendent	-	-	19,000	-	-	19,000
	3464LV1731	2012 Yamaha ATV #683	Fleet Superintendent	-	-	-	-	-	18,000
	3464LV1732	2013 Yamaha Rhino (ATV) #674	Fleet Superintendent	18,000	-	-	-	-	18,000
	3464ME1802	Diamond Peak Fuel Storage Facility	Fleet Superintendent	-	21,000	-	-	-	21,000
	3464ME1907	Diesel Exhaust Fluid Storage/Dispenser	Fleet Superintendent	-	20,000	-	400,000	-	420,000
	3464SI1002	Fan Guns Purchase and Refurbishment	Mountain Operations Manager	20,000	-	-	-	-	20,000
	3467LE1703	Child Ski Center Surface Lift	Ski Resort General Manager	130,000	-	-	-	-	130,000
	3468RE0002	Replace Ski Rental Equipment	Director of Skier Services	-	-	65,000	-	-	65,000
	3468RE1609	Replace Ski Rental Machinery	Director of Skier Services	200,000	185,000	-	150,000	-	535,000
	3469HE1739	Replace 2010 Shuttle Bus #635	Fleet Superintendent	-	-	36,000	-	-	36,000
				-	130,000	-	-	-	130,000



5 Year Capital Improvement Plan Summary - As of 5.22.19

Department	Project Number	Project Title	Project Manager	2020	2021	2022	2023	2024	Total
	3469HE1740	Replace 2010 Shuttle Bus #636	Fleet Superintendent	-	130,000	-	-	-	130,000
	3469LI1105	Pavement Maintenance, Diamond Peak and Ski Way	Senior Engineer	55,000	220,000	105,000	105,000	100,000	585,000
	3469LI1805	Ski Way and Diamond Peak Parking Lot Reconstruction	Engineering Manager	225,000	300,000	2,750,000	-	-	3,275,000
	3469LI1805B	Roundabout Alternative for Ski Way Timing to be coordinated with summer operations	Engineering Manager	-	-	-	2,100,000	-	2,100,000
	3469LV1735	2007 Chevy 1-Ton Pick-Up #596	Fleet Superintendent	-	-	40,000	-	-	40,000
	3469LV1736	2007 Chevy 1-Ton Pick-Up #597	Fleet Superintendent	-	-	40,000	-	-	40,000
	3469LV1737	1991 Ski Passenger Tram #267	Fleet Superintendent	-	-	22,700	-	-	22,700
	3469LV1738	1993 Ski Passenger Tram #283	Fleet Superintendent	-	-	-	23,400	-	23,400
	3499BD1710	Diamond Peak Facilities Flooring Material Replacement	Mountain Operations Manager	43,000	40,000	62,000	-	-	145,000
	3499BD1904	Ski Rental Shop Doors	Assistant Buildings Superintendent	13,000	-	-	-	-	13,000
	3499BD1905	HVAC Control Changeout	Assistant Buildings Superintendent	21,000	-	-	-	-	21,000
	3499CE1909	Ecommerce / Middleware Software	IT Analyst	202,000	-	-	-	-	202,000
	3499FF1607	Skier Services Building Customer Service Counter	Principal Engineer	12,000	-	-	-	-	12,000
	3499OE1205	Replace Staff Uniforms	Ski Resort General Manager	-	130,000	-	-	-	130,000
	3499OE1502	Skier Services Administration Printer Copier Replacement 1210 Ski Way	Director of IT	10,000	-	-	-	-	10,000
	Total			1,872,700	1,614,000	4,126,950	3,477,400	621,900	11,712,950
Parks	4378BD1603	Resurface and Coat Incline Park Bathroom Floors	Buildings Superintendent	-	13,940	-	-	-	13,940
	4378BD1604	Resurface and Coat Preston Park Bathroom, Mechanical Room, and Bleacher Floors	Buildings Superintendent	-	-	53,200	-	-	53,200
	4378BD1605	Aspen Grove Flatscape and Retaining Wall Enhancement and Replacement	Senior Engineer	55,000	-	-	145,000	105,000	305,000
	4378BD1701	Dumpster enclosure – Incline Park	Parks Superintendent	-	-	45,000	-	-	45,000
	4378BD1705	Rosewood Creek Foot Bridges	Parks Superintendent	8,000	8,000	-	-	-	16,000
	4378BD1801	Preston Field Retaining Wall Replacement	Principal Engineer	-	64,750	225,000	-	-	289,750
	4378BD1901	Village Green Restroom drainage improvements	Senior Engineer	25,000	-	-	-	-	25,000
	4378DI1702	Incline Park Backflow Device Replacement	Engineering Manager	32,000	-	-	-	-	32,000
	4378LE1720	2013 Surf Rake #684	Fleet Superintendent	-	-	-	-	26,500	26,500
	4378LE1724	2005 Shattertine Aerifier	Fleet Superintendent	8,100	-	-	-	-	8,100
	4378LE1725	2008 Landpride Overseeder #622	Fleet Superintendent	-	17,000	-	-	-	17,000
	4378LE1730	2008 JD Pro-Gator #623	Fleet Superintendent	35,000	-	-	-	-	35,000
	4378LE1731	2008 JD Pro-Gator #624	Fleet Superintendent	-	36,000	-	-	-	36,000
	4378LE1739	2013 Ball Field Groomer #681	Fleet Superintendent	17,100	-	-	-	-	17,100
	4378LE1740	2013 Ball Field Mower / Toro 3500D Groundskeeper #682	Fleet Superintendent	35,400	-	-	-	-	35,400
	4378LE1742	2015 Ball Field Groomer #706	Fleet Superintendent	-	17,500	-	20,000	-	37,500
	4378LI1207	Pavement Maintenance, East & West End Parks	Senior Engineer	-	-	-	17,500	37,500	55,000
	4378LI1303	Pavement Maintenance, Village Green Parking	Senior Engineer	5,000	12,500	5,000	22,500	-	45,000
	4378LI1403	Pavement Maintenance, Preston Field	Senior Engineer	5,000	5,000	27,500	6,000	6,000	49,500
	4378LI1504	Incline Creek Restoration Project - Upstream of SR-28 (Net of Grants)	Principal Engineer	163,200	-	-	-	-	163,200
	4378LI1602	Pavement Maintenance, Overflow Parking Lot	Senior Engineer	5,000	5,000	5,000	27,500	5,000	47,500
	4378LI1802	Pavement Maintenance - Incline Park	Senior Engineer	7,500	3,500	7,500	3,500	-	22,000
	4378LV1734	2011 Pick-Up with Lift gate (1-ton) #646	Fleet Superintendent	-	-	-	42,500	-	42,500



5 Year Capital Improvement Plan Summary - As of 5.22.19

Department	Project Number	Project Title	Project Manager	2020	2021	2022	2023	2024	Total
	4378LV1735	2005 Pick-up Truck 4x4 (1-Ton) #554	Fleet Superintendent	-	-	43,000	-	-	43,000
	4378LV1736	2003 1-Ton Service Truck #520	Fleet Superintendent	43,000	-	-	-	-	43,000
	4378LV1737	2004 Pick-up Truck 4x4 (1-Ton) #541	Fleet Superintendent	-	43,000	-	-	-	43,000
	4378RS1501	Replace Previous Incline Park Playground	Principal Engineer	-	-	20,000	100,000	-	120,000
	4378RS1601	Replace Preston Park Playgrounds	Principal Engineer	-	15,000	100,000	-	-	115,000
	Total			444,300	241,190	531,200	384,500	180,000	1,781,190
Tennis	4588BD1602	Paint All Court Fences and Light Poles, Replace Wind Screens	Buildings Superintendent	-	51,000	-	-	-	51,000
	4588BD1604	Tennis Center Renovation	Engineering Manager	1,285,000	-	-	-	-	1,285,000
	4588LI1201	Pavement Maintenance, Tennis Facility	Senior Engineer	23,500	5,000	5,000	5,000	10,000	48,500
	4588RS1401	Resurface Tennis Courts 8-9-10-11	Director of Parks and Recreation	-	17,600	-	-	-	17,600
	4588RS1402	Resurface Tennis Courts 3 thru 7	Director of Parks and Recreation	-	-	-	-	23,000	23,000
	4588RS1501	Resurface Tennis Courts 1 and 2	Director of Parks and Recreation	47,000	-	-	-	-	47,000
	Total			1,355,500	73,600	5,000	5,000	33,000	1,472,100
Recreation Center	4884BD1601	Recreation Center Natatorium Mezzanine Safety Enhancements	Buildings Superintendent	90,000	-	-	-	-	90,000
	4884BD1702	Replace Bird Netting	Buildings Superintendent	-	-	-	-	17,720	17,720
	4884BD1703	Replace Walkway Bollard Lights	Buildings Superintendent	55,000	-	-	-	-	55,000
	4884BD1705	Upgrade Lights for I.P. Pathway	Buildings Superintendent	-	-	27,000	-	-	27,000
	4884BD1804	Chemtrol System for Recreation Center Pool	Director of Parks and Recreation	-	-	22,000	-	-	22,000
	4884BD1902	Recreation Center Upstairs Lobby Restrooms Remodel	Recreation Center Manager	-	31,504	-	-	-	31,504
	4884CE1903	External Surveillance Security Cameras for Recreation Center	Director of Parks and Recreation	15,000	-	-	-	-	15,000
	4884FF1501	Resurface Recreation Center Patio Deck	Buildings Superintendent	-	-	-	-	28,620	28,620
	4884FF1502	Repair Deck Stairs and Powder Coat All Patio Deck Railings	Buildings Superintendent	20,000	-	-	-	-	20,000
	4884LI1102	Pavement Maintenance, Recreation Center Area	Senior Engineer	57,500	62,500	5,000	357,500	307,500	790,000
	4884RS1503	Replaster Recreation Center Pool	Buildings Superintendent	-	-	200,000	-	-	200,000
	4885BD1606	Pool Facility Deck/Floor Re-coat	Recreation Center Manager	34,000	-	-	-	35,500	69,500
	4886LE0001	Fitness Equipment	Recreation Center Manager	44,200	45,000	47,250	49,000	-	185,450
	4899BD1305	Paint Interior of Recreation Center	Buildings Superintendent	15,500	-	15,500	-	15,500	46,500
	4899BD1801	Paver install Front Walkway at Recreation Center	Buildings Superintendent	82,500	-	-	-	-	82,500
	4899LV1721	2012 15-Passenger Van #667	Fleet Superintendent	-	-	45,800	-	-	45,800
	4899OE1607	Recreation Center Printer Copier Replacement 980 Incline Way	IT Analyst	-	20,000	-	-	-	20,000
	Total			413,700	159,004	362,550	406,500	404,840	1,746,594



5 Year Capital Improvement Plan Summary - As of 5.22.19

Department	Project Number	Project Title	Project Manager	2020	2021	2022	2023	2024	Total
Community Services Shared	4999OE1399	Web Site Redesign and Upgrade	Marketing Manager	-	80,000	-	-	-	80,000
	Total			-	80,000	-	-	-	80,000
		Total Community Services		7,184,800	4,010,854	5,681,680	4,811,900	3,045,340	24,734,574
Beaches									
Beaches	3970BD2601	Burnt Cedar Swimming and Toddler Pool Improvements	Engineering Manager	800,000	1,450,000	-	-	-	2,250,000
	3972BD1301	Pavement Maintenance, Ski Beach	Senior Engineer	11,000	6,000	8,500	15,000	256,000	296,500
	3972BD1501	Beaches Flatscape and Retaining Wall Enhancement and Replacement	Senior Engineer	55,000	55,000	55,000	55,000	55,000	275,000
	3972BD1707	Burnt Cedar Dumpster enclosure	Senior Engineer	10,000	35,000	-	-	-	45,000
	3972FF1704	Beach Furnishings	Parks Superintendent	-	7,000	21,000	-	-	28,000
	3972LI1201	Pavement Maintenance, Incline Beach	Senior Engineer	-	6,500	5,000	7,500	16,500	35,500
	3972LI1202	Pavement Maintenance, Burnt Cedar Beach	Senior Engineer	6,000	6,000	17,500	7,500	310,000	347,000
	3972RS1701	Replace Playgrounds	Principal Engineer	-	30,000	100,000	100,000	-	230,000
	3973FF1204	Incline Beach Kitchen	Food and Beverage Director	-	-	7,260	-	-	7,260
	3974FF1101	Burnt Cedar Beach Kitchen	Food and Beverage Director	-	-	6,800	-	-	6,800
	3999BD1702	Resurface Burnt Cedar Pool Patio Deck	Buildings Superintendent	-	29,100	-	-	-	29,100
	3999BD1703	Replace Ski Beach Entrance Gate	Buildings Superintendent	-	-	-	-	19,500	19,500
	3999BD1708	Ski Beach Bridge Replacement	Senior Engineer	-	-	-	120,000	-	120,000
	3999DI1706	Burnt Cedar Beach Backflow Device Replacement	Engineering Manager	-	-	-	45,000	-	45,000
	Total			882,000	1,624,600	221,060	350,000	657,000	3,734,660
District-wide Total				12,915,245	10,306,104	10,654,240	9,887,250	11,008,590	54,771,429

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

		CAPITAL PROJECT REPORT		TOTAL	BUDGET
FUND	DESCRIPTION	PROJECT #	BUDGET 2018-2019	Expended Est. 5/10/19	Carry Over 2019-2020
General	A.V. Building Immediate Term Maintenance	1099BD1704	\$ 43,700	\$ 41,837	\$ -
	Administration Fire Panel Replacement	1099BD1803	18,000	18,000	-
	Digital Records Management System	1099CO1802	75,000	-	75,000
	Replace Carpeting 893 Southwood Admin Building	1099FF1503	51,500	-	-
	Pavement Maintenance - Administration Building	1099LI1705	5,000	5,000	-
	Check Writer Printer Replacement	1212OE1601	6,000	-	6,000
	IT Master Plan - IT Security Devices	1213CE1101	15,000	15,000	-
	District Communication Radios	1213CE1701	6,000	7,350	-
	District Wide PC, Laptops, Peripheral Eq. and Desk Top Printers	1213CO1703	82,750	80,000	-
	Email Security Gateway	1213CO1801	13,000	13,174	-
	Human Resource Management and Payroll Processing Software	1315CO1801	120,000	-	120,000
	Total General Fund			\$ 435,950	\$ 180,361
Beach	Burnt Cedar Food & Beverage Customer Improvements	3939BD1803	\$ 10,000	\$ 1,350	\$ 8,650
	Burnt Cedar Swimming and Toddler Pool Resurface and Mech. Improv.	3970BD2601	75,000	75,000	-
	Pavement Maintenance, Ski Beach	3972BD1301	33,500	33,500	-
	Beaches Flatscape and Retaining Wall Enhancement and Replacement	3972BD1501	55,000	55,000	-
	Beach Furnishings	3972FF1704	58,400	38,400	20,000
	Pavement Maintenance, Incline Beach	3972LI1201	26,500	26,500	-
	Pavement Maintenance, Burnt Cedar Beach	3972LI1202	72,500	22,500	50,000
	Kayak and Paddle Board Rack Enhancements	3972LI1801	30,000	30,000	-
	Fall protection for Beach Venues	3999BD1802	12,000	11,700	-
	Incline Beach Facility Study	3973LI1302	30,000	600	29,400
Total Beach Fund			\$ 402,900	\$ 294,550	\$ 108,050
Internal Services	Total Internal Services Fund		\$ -	\$ -	\$ -

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

CAPITAL PROJECT REPORT

FUND	DESCRIPTION	PROJECT #	TOTAL BUDGET 2018-2019	Expended Est. 5/10/19	BUDGET Carry Over 2019-2020
Combined All Community Services			\$ 9,431,733	\$ 7,648,407	\$ 1,701,702
Championship Golf	Demolition of #10 Starter Shack	3141BD1703	\$ 10,000	\$ 10,389	\$ -
	Venue Signage Enhancement	3141BD1706	20,000	-	20,000
	Champ Golf Exterior Icemaker Replacement	3141FF1804	7,500	7,500	-
	Irrigation Improvements	3141GC1103	25,000	25,000	-
	Championship Course Greens, Tees and Bunkers	3141GC1202	62,000	37,000	25,000
	Champ Course #17 Tee Rebuild	3141GC1704	15,000	16,001	-
	Championship Course Greens and Surrounds	3141GC1802	15,000	15,000	-
	Championship Course Tees	3141GC1803	13,000	13,000	-
	Pavement Maintenance of Parking Lots - Champ Course & Chateau	3141LI1201	25,000	25,000	-
	Pavement Maintenance of Cart Paths - Champ Course	3141LI1202	55,000	55,000	-
	Champ Grille Kitchen Equipment	3153FF1204	39,000	-	-
	1999 Ty-Crop Spreader #429	3142LE1720	36,400	32,777	-
	2007 Club Car Carryall Ball Picker #600	3142LE1740	25,000	23,451	-
	2011 Toro Greensmaster 1000 #652	3142LE1753	14,500	14,400	-
	2011 Toro Greensmaster 1000 #653	3142LE1754	14,500	14,400	-
	2011 Toro Greensmaster 1000 #654	3142LE1755	14,500	14,400	-
	2011 Toro Greensmaster 1000 #655	3142LE1756	14,500	14,400	-
	2011 Toro Greensmaster 1000 #656	3142LE1757	14,500	14,400	-
	2011 Toro Greensmaster 1000 #657	3142LE1758	14,500	14,400	-
	Toro Greensmaster 1600	3142LE1861	10,000	9,859	-
	1989 Lely Fertilizer Spreader #365	3197LE1720	7,000	6,445	-
	2004 John Deere Pro Gator #546	3197LE1738	34,000	31,111	-
	2000 John Deere 5310 Tractor #464	3197LE1743	47,000	42,665	-
	Replace Blade Grinding Equipment	3197LE1748	25,000	24,375	-
	2011 Toro Tri-Plex 3250D Mower #664	3197LE1753	40,500	39,062	-
	Championship Maintenance Building Roof - Unbudgeted	3199BD1901	-	400	-
Total Championship Golf			\$ 598,400	\$ 500,435	\$ 45,000

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

		CAPITAL PROJECT REPORT		TOTAL	BUDGET	
FUND	DESCRIPTION	PROJECT #	BUDGET 2018-2019	Expended Est. 5/10/19	Carry Over 2019-2020	
Mountain Golf	Mountain Course Greens, Tees and Bunkers	3241GC1101	\$ 23,000	\$ 23,000	\$ -	
	Mountain Golf Course Cart Path Retaining Walls	3241LI1704	19,668	19,600	-	
	ADA Access to On-course Restrooms	3241BD1402	95,000	95,000	-	
	Mtn. Golf Course Remodel On Course Bathrooms, #6 & #13/14	3241BD1503	71,395	71,395	-	
	Pavement Maintenance of Parking Lot - Mountain Golf Course	3242LI1204	6,000	6,000	-	
	Pavement Maintenance of Cart Paths - Mountain Golf Course	3242LI1205	45,000	45,000	-	
	Paint Exterior of Mountain Golf Clubhouse	3299BD1705	27,800	-	27,800	
	Replace Carpet in Mountain Golf Clubhouse	3299BD1801	24,000	-	-	
	Mountain Golf Roll Up Shop Doors	3299BD1803	12,000	12,000	-	
	Repair Roof - Mountain Golf Club House	3299BD1702	82,400	6,000	76,400	
	Mountain Clubhouse Fire Repairs - Unbudgeted	3299BD1902	-	120,000	-	
	Mountain Golf Cart Barn Concrete Floor - Unbudgeted	3299BD1903	-	8,980	-	
	Total Mountain Golf		\$ 406,263	\$ 406,975	\$ 104,200	
Facilities	Replace Air Walls Chateau	3350BD1704	\$ 7,500	\$ -	\$ -	
	Replace Carpet in Chateau Grill	3350BD1803	12,000	12,000	-	
	Paint Both Food & Beverage Kitchens and Storage Areas	3350BD1806	12,000	12,000	-	
	Enclose Chateau Exterior Storage Area	3350FF1601	6,500	-	6,500	
	Aspen Grove - Replace Carpet	3351BD1501	11,500	11,500	-	
	Total Chateau and Aspen Grove		\$ 49,500	\$ 35,500	\$ 6,500	

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

		CAPITAL PROJECT REPORT		TOTAL	BUDGET	
FUND	DESCRIPTION	PROJECT #	BUDGET	Expended	Carry Over	
			2018-2019	Est. 5/10/19	2019-2020	
Ski	Replacement of Main and Snowflake Lodge Kitchen Equipment	3453FF1707	\$ 33,000	\$ 35,242	\$ -	
	Vehicle Shop/Snowmaking Pumphouse Roof	3464BD1302	20,000	20,000	-	
	Fuel Management Program	3464CO1701	41,885	43,310	-	
	Ski Resort Snowmobile Fleet Replacement	3464LE1601	15,000	14,082	-	
	Diamond Peak Base Facilities Maintenance and Improvements	3464LI1501	70,000	73,010	-	
	2008 Yamaha Rhino (ATV) #639	3464LV1733	22,000	14,795	-	
	Fan Guns Purchase and Refurbishment	3464SI1002	27,750	19,800	-	
	Snowmaking Infrastructure Evaluation and Enhancement	3464SI1104	31,500	31,500	-	
	Upgrade Popular Snowmaking Power Alignment	3464SI1708	37,080	12,864	24,000	
	Replace Ski Rental Equipment	3468RE0002	135,000	-	135,000	
	Pavement Maintenance, Diamond Peak and Ski Way	3469LI1105	85,000	85,000	-	
	Ski Way and Diamond Peak Parking Lot Reconstruction	3469LI1805	50,000	50,000	-	
	Diamond Peak Way Finding Signage Evaluation and Enhancement	3469RS1709	40,000	23,450	16,550	
	Ski Fleet Fire Panel Replacement	3499BD1801	25,000	25,000	-	
	Snowflake Lodge Facilities Maintenance and Improvements	3499BD1803	27,000	27,000	-	
	Storage Building Replacement Design Evaluation (Funded by Grants)	3499BD1804	40,000	-	40,000	
	Skier Services Building Customer Service Counter	3499FF1607	19,700	19,700	-	
	Final costs on prior year lift improvements		-	4,923	-	
	Incline Creek Culvert Rehabilitation at Diamond Peak	3499LI1101	4,389,600	4,113,022	-	
Ski Area Master Plan Implementation - Phase 1a and 1b	3653BD1501	682,600	-	682,600		
	Total Diamond Peak		\$ 5,792,115	\$ 4,612,698	\$ 898,150	
Recreation	Replace Walkway Bollard Lights	4884BD1703	\$ 56,500	\$ 1,550	\$ 54,950	
	Replace Condensing Unit 2 and 4	4884BD1901	89,430	71,680	-	
	Resurface Recreation Center Patio Deck	4884FF1501	36,600	36,600	-	
	Repair Deck Stairs and Powder Coat All Patio Deck Railings	4884FF1502	88,500	88,500	-	
	Pavement Maintenance, Recreation Center Area	4884LI1102	12,500	12,500	-	
	Fitness Equipment	4886LE0001	43,500	40,000	-	
	Paint Interior of Recreation Center	4899BD1305	20,500	20,270	-	
		Total Recreation Center		\$ 347,530	\$ 271,100	\$ 54,950

As of May 10, 2019

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

CAPITAL PROJECT REPORT

FUND	DESCRIPTION	PROJECT #	TOTAL	Expended	BUDGET
			BUDGET	Est. 5/10/19	Carry Over
			2018-2019		2019-2020
Comm. Serv. Admin.	Fall protection for District Venues	4999BD1803	\$ 27,500	\$ 10,480	\$ -
	Parks and Recreation Master Plan Update	4999RS1603	138,000	138,000	-
	Total Community Services Administration			\$ 165,500	\$ 148,480
Parks	Dumpster Enclosure - Incline Park	4378BD1701	\$ 7,500	\$ -	\$ -
	Incline Park Fencing Refurbishment	4378BD1707	18,000	-	18,000
	Skate Park Enhancement Study	4378BD1711	5,000	5,000	-
	Incline Park Backflow Device Replacement	4378DI1702	18,802	-	18,800
	1996 Lely Fertilizer Spreader #498	4378LE1723	12,000	6,791	-
	2007 John Deere Pro Gator #604	4378LE1729	34,000	31,111	-
	2007 Toro 3500D Rotary Mower #605	4378LE1743	33,700	32,761	-
	Pavement Maintenance, East & West End Parks	4378LI1207	15,000	15,000	-
	Pavement Maintenance, Village Green Parking	4378LI1303	5,000	5,000	-
	Pavement Maintenance, Preston Field	4378LI1403	5,000	5,000	-
	Restoration Project - Upstream of SR-28 (funded by grants)	4378LI1504	186,000	7,200	178,800
	Restoration Project - Upstream of SR28	4378LI1504B	37,000	305	36,000
	Pavement Maintenance, Overflow Parking Lot	4378LI1602	5,000	5,000	-
	Pump Track Demonstration (funded by grants)	4378LI1604	300,000	-	300,000
	Pump Track Demonstration	4378LI1604	17,852	-	17,852
	Incline Park Improvements - Unbudgeted	4378BC1801	-	14,000	-
	Pavement Maintenance - Incline Park	4378LI1802	1,500	1,500	-
	Incline Park Facility Renovations (funded by grants)	4378LI1803	1,208,071	1,409,201	-
	Bocce Courts at Recreation Center Property Design	4378LI1804	15,000	-	15,000
	Total Parks			\$ 1,924,425	\$ 1,537,869
Tennis	Tennis Center Renovation	4588BD1604	\$ 50,000	\$ 41,550	\$ 8,450
	Pavement Maintenance, Tennis Facility	4588LI1201	5,000	5,000	-
	Resurface Tennis Courts 3 thru 7	4588RS1402	75,000	75,000	-
	Tennis Center Pickle Ball Court Conversion	4588RS1801	18,000	13,800	-
	Total Tennis			\$ 148,000	\$ 135,350

As of May 10, 2019

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

FUND	DESCRIPTION	CAPITAL PROJECT REPORT PROJECT #	TOTAL	Expended	BUDGET
			BUDGET 2018-2019	Est. 5/10/19	Carry Over 2019-2020
Utility Fund	Adjust Utility Facilities in NDOT/Washoe County Right of Way	2097DI1401	\$ 60,000	\$ 24,000	\$ -
	Public Works Office Space Reconfiguration	2097FF1602	61,500	61,830	-
	2010 International Vactor Truck #638	2097HV1732	430,000	419,594	-
	Pavement Maintenance, Utility Facilities	2097LI1401	12,500	12,500	-
	2009 Chevrolet Mid Size Pick-up #630 Compliance Dept.	2097LV1733	30,000	29,452	-
	WRRF Crew Quarters	2097SS1708	218,994	211,166	-
	Water Pumping Station Improvements	2299DI1102	115,000	115,000	-
	Replace Commercial Water Meters, Vaults and Lids	2299DI1103	40,000	22,443	-
	Water Reservoir Coatings and Site Improvements	2299DI1204	40,000	34,776	-
	Burnt Cedar Water Disinfection Plant Improvements	2299DI1401	245,497	245,000	-
	Water Reservoir Safety and Security Improvements	2299DI1701	418,600	32,000	386,600
	Water Pump Station 2-1 Improvements	2299DI1702	800,000	8,200	791,800
	Leak Study R2-1 14 inch Steel	2299WS1801	65,000	65,000	-
	Watermain Replacement - Alder Avenue	2299WS1802	50,000	18,000	-
	Effluent Export Line - Phase II - 2018-2019 budget	2524SS1010	2,000,000	-	2,000,000
	Effluent Line - Phase II - use from carryover (\$294,631 + \$1,057,000)	2524SS1010	1,351,631	1,099,713	251,918
	Treatment Plant Fire Panel Replacement	2599BD1802	65,000	65,000	-
	Sewer Pumping Station Improvements	2599DI1104	55,000	59,140	-
	Sewer Pump Station #1 Improvements	2599DI1703	255,000	35,000	220,000
	Sewer Pump Station #11 Replacement	2599DI1705	125,000	125,000	-
	Water Resource Recovery Facility Improvements	2599SS1102	145,000	145,000	-
	Wetlands Effluent Disposal Facility Improvements	2599SS1103	100,000	100,000	-
	Replace & Reline Sewer Mains, Manholes and Appertenances	2599SS1203	80,000	80,000	-
	WRRF Biosolids Bins	2599SS1702	60,000	60,000	-
	WRRF Aeration System Improvements	2599SS1707	150,000	50,000	100,000
		Total Utility Fund		\$ 6,973,722	\$ 3,117,814
	District Total		\$ 17,244,305	\$ 11,241,132	\$ 5,761,070

As of May 10, 2019

Incline Village General Improvement District
 Reconciliation of 5 Year Capital Plan and Carryover List
 to NV Form 4411LGF
 As of July 1, 2019

	2019-20	2020-21	2021-22	2022-23	2023-24	Fund Total
Form 4411LGF						
General Fund Total	\$ 686,445	\$ 443,150	\$ 390,100	\$ 269,950	\$ 3,310,900	\$ 5,100,545
Community Services Fund Total	\$ 8,886,502	\$ 4,010,854	\$ 5,681,680	\$ 4,811,900	\$ 3,045,340	\$ 26,436,276
Beach Fund Total	\$ 990,050	\$ 1,624,600	\$ 221,060	\$ 350,000	\$ 657,000	\$ 3,842,710
Utility Fund Total	\$ 5,861,400	\$ 5,208,500	\$ 7,296,600	\$ 7,439,400	\$ 7,993,021	\$ 33,798,921
Internal Service Fund Total	\$ -	\$ 19,000	\$ 64,800	\$ 16,000	\$ 10,850	\$ 110,650
Fiscal Year Total	<u>\$ 16,424,397</u>	<u>\$ 11,306,104</u>	<u>\$ 13,654,240</u>	<u>\$ 12,887,250</u>	<u>\$ 15,017,111</u>	<u>\$ 69,289,102</u>
						5 Year Project Summary
						\$ 54,771,429
						Carry Over for Effluent Project per 6/30/18 Audit
						\$ 8,756,603
						Carry Over Projects from 2018-19
						\$ 5,761,070
						Total
						<u>\$ 69,289,102</u>

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
District General Manager

FROM: Dee Carey
Director of Human Resources

SUBJECT: Summary of Recruitment Process for District General Manager 1984 to Present - Information Only

DATE: July 8, 2019

Background

On June 13, 2019, General Manager Steven J. Pinkerton provided the District with his 90-day notice that he was separating from service with the District. There is another agenda item this evening regarding Mr. Pinkerton's separation from the District. It notes that his last day in the office will be August 2, 2019. This item also recommends that the Assistant General Manager Indra Winquest be appointed Interim General Manager.

History

The District has conducted five General Manager searches since 1984. The District has used a variety of methods to hire a new General Manager. In some cases, an Executive Recruiting Firm has been used, in other cases, it has been done by Staff. In one case, the recruitment was solely internal. In every case, an internal staffer has been designated as the Interim General Manager. The process has lasted from three months to more than a year.

Here is a summary of the previous processes:

2012-2014

08/08/2012 – General Manager announces retirement, effective 12/31/2013.

08/29/2012 – Board of Trustees delays recruitment process until after November 2012 election.

01/09/2013 – Board Subcommittee directed to work on Job Specifications.

01/30/2013 – Board of Trustees provide feedback on Job Specifications.

02/14/2013 – Job Announcement posted by District staff.

03/27/2014 – Board of Trustees approve hiring Executive Search Firm to conduct recruitment.

06/26/2014 – Board of Trustees reviews the Job Announcement.
09/11/2014 – Board of Trustees receive update on recruitment process and suggested interview process.
09/11/2014 – General Manager requests leave of absence, effective October 1, 2013 to December 31, 2013. Director of Public Works appointed Interim General Manager, effective October 1, 2013.
10/01/2013 – Board of Trustees approve Separation Agreement with General Manager.
10/30/2013 – Board of Trustees approve six candidates to be interviewed on December 2, 2013.
12/02/2013 – Board of Trustees conducts interview process. All six candidates are required to provide a power point presentation on a potential dog park and interview with two panels, one comprised of the Board of Trustees, one comprised of Senior Staff. There is also a public reception at the conclusion of the interviews.
12/10/2013 – Board of Trustees narrows the search down to two finalists.
01/29/2014 – Board conducts a final session with the two finalists. Steve Pinkerton is selected as General Manager.
02/12/2014 – Employment Contract approved by Board of Trustees.
04/28/2014 – General Manager's first day on the job.

2001-2002

10/31/2001 – General Manager submits resignation. Director of Administrative Services is appointed Interim General Manager. Board Subcommittee selected to review applications.
11/28/2001- Seven applications received by Board Subcommittee. Set deadline of December 18 to receive applications.
12/18/2001 – Ten applications received, five selected for interview.
01/19/2002 – Interviews conducted, Interim General Manager Bill Horn selected as new General Manager.
01/30/2002 – Employment Contract approved by Board of Trustees.
01/31/2002 – Interim General Manager becomes General Manager.

1998

03/16/1998 – General Manager resigns.
03/25/1998 – Director of Utilities appointed Interim General Manager.
04/29/1998 – Executive Search Firm retained by the Board of Trustees.
05/21/1998 – Board Workshop with Search Firm. Set filing date of July 3.
07/29/1998 – Four finalists and an alternate are selected to interview. 65 resumes were received.

08/12/1998 – Three of five finalists/alternate agree to continue with process and interview with the Board of Trustees. Two finalists selected.

08/26/1998 – One finalist drops out and John Danielson is selected as General Manager.

09/03/1998 – Employment Contract approved by Board of Trustees.

10/01/1998 – General Manager's first day on the job.

1993-1994

11/09/1993 – General Manager resigns, Director of Finance and Administration appointed as Interim General Manager.

12/09/1993 – Board of Trustees approve internal only recruitment.

01/13/1994 – Board of Trustees approve Job Specifications, and agree to receive applications until January 21, 1994.

01/27/1994 – Board of Trustees sets salary range for position.

02/04/1994 – Board of Trustees interviews three internal candidates, selected Interim General Manager Pat Finnigan as General Manager.

02/24/1994 – Employment Agreement approved by Board of Trustees.

02/25/1994 – Interim General Manager becomes General Manager.

1984

01/31/1984 – General Manager resigns; Board appoints Director of Budgeting as Interim General Manager.

02/1984 – Board solicits applications for position.

04/12/1984 – Board Subcommittee reports that 350 applications have been narrowed to 50.

05/31/1984 – Applicant pool narrowed to 9 by Board Subcommittee.

06/21/1984 – Interviews held in closed session.

06/22/1984 – Rob Hunt selected as General Manager.

06/28/1984 – Employment Contract approved by Board of Trustees

08/29/1984 – First Board of Trustees Meeting for new General Manager

MEMORANDUM

TO: Board of Trustees

FROM: Kendra Wong

SUBJECT: Review, discuss and possibly approve the orderly and timely transition of responsibility from the current District General Manager Steven J. Pinkerton to the Interim General Manager by terminating his active duties as General Manager at 5:00 p.m. on August 2, 2019 and approving the use of accrued vacation leave for the balance of the 90-day notice period **and** review, discuss and possibly approve an Appointment of Assistant General Manager Indra Winquest to Interim General Manager effective 5:00 p.m. on August 2, 2019

DATE: July 8, 2019

I. RECOMMENDED ACTIONS

- A. Approve the orderly and timely transition of responsibility from the current District General Manager Steven J. Pinkerton to the Interim General Manager by terminating his active duties as General Manager at 5:00 p.m. on August 2, 2019 and approving the use of accrued vacation leave for the balance of the 90-day notice period.
- B. Appoint Assistant General Manager Indra Winquest to Interim General Manager effective 5 pm. August 2, 2019.

II. CURRENT SITUATION

On June 13, 2019, Steven J. Pinkerton submitted his 90-day notice that he was stepping down from his position as General Manager of the District.

To ensure an orderly and timely transition of responsibility, Mr. Pinkerton would like to terminate his active duties as General Manager at 5:00 pm on August 2, 2019. Mr. Pinkerton would use accrued vacation leave for the balance of the 90-day notice period.

III. INTERIM GENERAL MANAGER

Traditionally, an existing member of the District's Senior Management Team serves as the Interim General Manager. In fact, this has been the case with every prior transition in responsibility since 1984.

It is recommended that the District's current second in command, Assistant General Manager Indra Winquest, be designated as the Interim General Manager. It is further recommended that Mr. Winquest receive a fifteen percent (15%) increase salary during the duration of this assignment.

MEMORANDUM

TO: Board of Trustees

FROM: Kendra Wong
Chairwoman

SUBJECT: Review, discuss, and possibly provide direction to Staff regarding a possible recruitment process for General Manager

DATE: July 8, 2019

I. RECOMMENDED ACTION

The Board may recommend any of the possible actions noted below.

II. CURRENT SITUATION

Refer to the memos written for General Business Agenda Items H.5., H.6., and H.7.

III. POSSIBLE ACTIONS

If the appointment of an Interim General Manager passes, the Board of Trustees has the following options:

- Determine an appropriate interval of time in which to evaluate the Interim General Manager to be the next General Manager assuming the Interim General Manager is interested in the position.
- Begin a search for the next General Manager.
- Delay this decision to a future meeting.
- Other.

MEMORANDUM

TO: Board of Trustees

FROM: Steven J. Pinkerton
General Manager

Jason D. Guinasso, Esq.
District General Counsel

SUBJECT: Information about the IVGID General Manager's Authority to Retain an Attorney to Defend IVGID when IVGID or a Trustee, Officer or Employee of IVGID is Sued

DATE: July 9, 2019

I. QUESTION PRESENTED

Whether the District's General Manager has authority to retain legal counsel to defend IVGID when IVGID or a Trustee, officer, or employee is sued.

II. SHORT ANSWER

Yes, under Resolution 495 and IVGID Policy 3.1.0(f) & (g), the District General Manager has been given the authority and responsibility to defend IVGID, IVGID Trustees, officers, and employees when a law suit is filed.

III. DISCUSSION

The IVGID General Manager, with the authority delegated to him by the IVGID Board of Trustees, is specifically authorized to retain an attorney and defend IVGID, IVGID Trustees, officers and employees against lawsuits.

First, under Resolution No. 495 (a Resolution Indemnifying Trustees and Officers of the District from Liability Incurred While Acting in Their Capacity as Trustee that was adopted on June 13, 1968), IVGID is required to indemnify, defend, and hold harmless IVGID Trustees and Officers. Specifically, Resolution No. 495 provides:

- (a) Each Trustee and officer, whether or not then in office (and his heirs, executors and administrators), shall be and hereby is indemnified by the District against all costs and expenses (including but not limited to counsel fees) reasonably incurred by or imposed upon him in

connection with any action, suit or proceeding to which he may be made a party by reason of his having been a Trustee or officer of the District, including costs and expenses paid in connection with settlement or compromise of any such action, suit or proceeding; provided, however, that nothing herein contained shall protect or be deemed to protect any such Trustee or officer against any liability to the District to which he may be subject by reason of willful misfeasance, bad faith, gross negligence or willful disregard of the duties involved in the conduct of his office. In any criminal action, suit or proceeding, in which a Trustee or officer is a defendant, a conviction or adverse judgment (whether based on a plea of guilty or *nole contendre*, or its equivalent, or after trial) is entered, no such plea, conviction or judgment shall be deemed evidence or adjudication that the acts of such Trustee or officer upon which such action, suit or proceeding was predicated in whole or in part was occasioned by willful misfeasance, bad faith, gross negligence, or willful disregard of the duties involved in the conduct of his office, if such Trustee or officer acted in good faith in what he considered to be the best interest of the District and with no reasonable cause to believe that the acts upon which such action, suit or proceeding was based were illegal.

- (b) This District hereby further agrees, for the express benefit of each Trustee and officer, whether or not then in office (and his heirs, executors and administrators), to pay all expenses of any kind (including, without limitation, fees and expenses of counsel, and amounts paid and expenses incurred in settling any action or threatened action) incurred by, or required to satisfy a judgment or fine rendered or levied against, any such Trustee or officer in any action brought by a third party against such Trustee or officer (whether or not the District is joined as a defendant) to impose a liability or penalty on such officer or Trustee for an act alleged to have been committed by such person while acting in his capacity as a Trustee or officer, or by this District, or both.
- (c) The foregoing right of indemnification shall not be exclusive of other rights to which any Trustee or officer may be entitled as a matter of law. The provisions of this resolution are separable, and if any provision be held invalid, all other provisions are fully in effect.

IVGID Policy 3.1.0 (f) & (g) also address the General Manager's delegated authority. In this regard, (f) specifically provides:

- a) Contracts, other than those covered by Nevada Revised Statutes 332.115 and which are not subject to the advertising thresholds of Nevada Revised Statutes 332 and/or 338, may be authorized, approved and executed by the General Manager of the District or designee, unless otherwise ordered by the Board of Trustees.
- b) Contracts covered by Nevada Revised Statutes 332.115 may be authorized, approved and executed by the General Manager or his designee of the District, if it is for an amount less than the advertising threshold of Nevada Revised Statute 332. Contracts over the threshold of NRS 332.115 must be approved by the Board of Trustees.

Meanwhile, (g) provides:

Claims. The General Manager and General Counsel, and their designees, are authorized to negotiate on behalf of IVGID, the settlement of all property damage, personal injury, or liability claims, unless otherwise ordered by the Board of Trustees. Final settlement of such claims may be authorized by the General Manager, provided the amount attributed to IVGID is less than the amount that must be approved by the Board for amounts per occurrence, including all sources of payment (insurance, risk reserve, operating funds, or working capital). For claims that exceed the amount, those must be approved by the Board, the General Manager may authorize and accept a tentative settlement, which shall not be final and binding upon IVGID, unless and until approved by the Board of Trustees.

There have not been any cases or other legal authorities that have concluded or otherwise opined that the General Manager does not have authority to authorize an outside legal counsel to defend IVGID and IVGID Trustees, Officers and Employees against a law suit.

Attachments: Resolution 495
Board Policy 3.1.0

495
RESOLUTION NO. ~~444~~A

A RESOLUTION INDEMNIFYING TRUSTEES AND OFFICERS
OF THE DISTRICT FROM ANY AND ALL LIABILITY
INCURRED WHILE ACTING IN THEIR CAPACITY AS
TRUSTEES OR OFFICERS AND PROVIDING LEGAL COUNSEL
IN DEFENSE THEREOF

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

WHEREAS, it is in the interest of the INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT to provide protection from individual
liability to its Trustees and officers in the good faith exercise
of their statutory duties in order that the sanctity of the District
policy may be promoted and protected; and

WHEREAS, the said District wishes to provide such
protection through the form of assumption of expense or indemnifi-
cation;

NOW, THEREFORE, BE IT RESOLVED, that:

(a) Each Trustee and officer, whether or not then in
office (and his heirs, executors and administrators), shall be and
hereby is indemnified by the District against all costs and expenses
(including but not limited to counsel fees) reasonably incurred by
or imposed upon him in connection with any action, suit or proceeding
to which he may be made a party by reason of his having been a
Trustee or officer of the District, including costs and expenses
paid in connection with settlement or compromise of any such action,
suit or proceeding; provided, however, that nothing herein contained
shall protect or be deemed to protect any such Trustee or officer
against any liability to the District to which he may be subject
by reason of wilful misfeasance, bad faith, gross negligence or
wilful disregard of the duties involved in the conduct of his office.
In any criminal action, suit or proceeding, in which a Trustee

or officer is a defendant, a conviction or adverse judgment (whether based on a plea of guilty or nole contendre, or its equivalent, or after trial) is entered, no such plea, conviction or judgment shall be deemed evidence or adjudication that the acts of such Trustee or officer upon which such action, suit or proceeding was predicated in whole or in part was occasioned by wilful misfeasance, bad faith, gross negligence, or wilful disregard of the duties involved in the conduct of his office, if such Trustee or officer acted in good faith in what he considered to be the best interest of the District and with no reasonable cause to believe that the acts upon which such action, suit or proceeding was based were illegal.

(b) This District hereby further agrees, for the express benefit of each Trustee and officer, whether or not then in office (and his heirs, executors and administrators), to pay all expenses of any kind (including, without limitation, fees and expenses of counsel, and amounts paid and expenses incurred in settling any action or threatened action) incurred by, or required to satisfy a judgment or fine rendered or levied against, any such Trustee or officer in any action brought by a third party against such Trustee or officer (whether or not the District is joined as a defendant) to impose a liability or penalty on such officer or Trustee for an act alleged to have been committed by such person while acting in his capacity as a Trustee or officer, or by this District, or both.

(c) The foregoing right of indemnification shall not be exclusive of other rights to which any Trustee or officer may be entitled as a matter of law. The provisions of this resolution are separable, and if any provision be held invalid, all other provisions are fully in effect.

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 13th day of June, 1968, by the following vote:

AYES, and in favor thereof, Trustees: George Sayre,
David Chamberlain, Guy Michael, and Clarence Herda

NOES, Trustees:

ABSENT, Trustees:

David P. Chamberlain
Secretary



Conduct Meetings of the Board of Trustees

Policy 3.1.0

POLICY. The Board of Trustees will fix the time and place of the regular meeting of the Board of Trustees of the Incline Village General Improvement District and provide the manner in which special meetings of said District may be called, designating an official mailing address, and establishing the order of business and rules for its proceedings for the Incline Village General Improvement District, Washoe County, State of Nevada.

- 0.1 Regular Meetings.** The regular meetings of the Board of Trustees of the Incline Village General Improvement District shall hereafter be held at the time and place set by the Board of Trustees.
- 0.2 Special Meetings.** Special meetings of the Board of Trustees shall be held upon call of the Chair of the Board or of at least two of the members thereof. Notice of all meetings shall be given in conformity with the provisions of Nevada Revised Statutes 241.020.
- 0.3 Meeting Place.** All meetings of the Board of Trustees shall be held within the District.
- 0.4 Holidays.** In the event that any day fixed for a regular meeting of the Board shall fall upon a holiday, that meeting shall be rescheduled by the Board.
- 0.5 Item(s) of Business.** The item(s) of business at the regular meetings of said Board may include, but are not limited to:
 - Roll call of Trustees
 - Initial Public Comment
 - Public Hearings (if any)
 - Approval of minutes
 - Approval of agenda
 - Approval of Bills
 - Reports
 - Consent Calendar*
 - General Business*
 - Final Public Comment
 - Adjournment



Conduct Meetings of the Board of Trustees Policy 3.1.0

*UNLESS OTHERWISE APPROVED BY The Board Chair, no matter shall be heard, or acted upon unless all relevant materials have been included in the Board of Trustees Meeting Packet.

0.6 Rules of Proceedings.

- a. Public Meetings. All meetings of the Board shall be in accordance with Nevada Revised Statutes 241, the Nevada Open Meeting Law.
- b. Quorum. A majority of the Board of Trustees present in person or by remote communication shall constitute a quorum for the transaction of business. In no event shall any matter be approved without the affirmative vote of three trustees.
- c. Method of Action. The Board of Trustees shall act only by motion which, to become effective, shall be adopted by the affirmative vote of at least a majority of its members present in public meeting, unless otherwise provided by statutes. In the event of only three members present, the method of action must be unanimous.
- d. Recording Vote. Except where action shall be taken by the unanimous vote of all Trustees present and voting, the yes/ayes and no/nays shall be taken on all actions had and entered upon the minutes. All Trustees shall have the equal right to vote, make and second motions. If the vote for/against any item is not unanimous, the Chair may ask the Clerk to conduct a roll call vote.
- e. Ordinances. The enacting clause of all ordinances passed by the Board shall include the word "ordinance" and be consecutively numbered. All actions to pass or revise an ordinance shall be attested by the Secretary.



Conduct Meetings of the Board of Trustees Policy 3.1.0

- f. Contracts. Contracts entered into by the District that are required to be advertised under Nevada Revised Statutes 332 and/or 338 must be approved by the Board of Trustees. All documents approved or awarded by the Board shall be signed in the name of the District by the Chair and countersigned by the Secretary, unless authorization to sign is given to another person(s) by the Board.

Contracts, other than those covered by Nevada Revised Statutes 332.115 and which are not subject to the advertising thresholds of Nevada Revised Statutes 332 and/or 338, may be authorized, approved and executed by the General Manager of the District or designee, unless otherwise ordered by the Board of Trustees.

Contracts covered by Nevada Revised Statutes 332.115 may be authorized, approved and executed by the General Manager or his designee of the District, if it is for an amount less than the advertising threshold of Nevada Revised Statute 332. Contracts over the threshold of NRS 332.115 must be approved by the Board of Trustees.

- g. Claims. The General Manager and General Counsel, and their designees, are authorized to negotiate on behalf of IVGID, the settlement of all property damage, personal injury, or liability claims, unless otherwise ordered by the Board of Trustees. Final settlement of such claims may be authorized by the General Manager, provided the amount attributed to IVGID is less than the amount that must be approved by the Board for amounts per occurrence, including all sources of payment (insurance, risk reserve, operating funds, or working capital). For claims that exceed the amount, those must be approved by the Board, the General Manager may authorize and accept a tentative settlement, which shall not be final and binding upon IVGID, unless and until approved by the Board of Trustees.
- h. Litigation. The General Manager must obtain Board of Trustees authorization, at a public meeting, to initiate any lawsuit.



Conduct Meetings of the Board of Trustees Policy 3.1.0

- 0.7. Robert's Rules.** Unless contrary to this rule, such meetings shall be substantially conducted in conformity with Robert's Rules of Order unless those provisions conflict with Chapter 241 of the NRS, in which case, the statutes will prevail.
- 0.8. Agenda Preparation.** The Board Chair, in cooperation with the General Manager, is responsible for preparing the agenda for each meeting. The Chair will place on the Agenda any item requested by a fellow Trustee. The General Manager shall schedule for consideration by the Board any matter requested to be placed on the agenda by any three Trustees. Unless directed otherwise by the Board, the General Manager may delay consideration of any item. In any conflict between the provisions of this paragraph and that of paragraph 0.9., paragraph 0.9. shall govern.
- 0.9. Reconsideration.** Reversal, or substantial modification, of any item by the Board of Trustees within six months of the meeting date at which the action was taken, shall only be considered As follows: the General Manager may request reconsideration of any action of the Board, and place reconsideration of the action before the Board, if the General Manager determines that the action compromises the efficiency of operations or otherwise impairs the effective management of The District. Additionally, a Board action may also be scheduled for reconsideration if at least three Trustees request same. Once placed on the agenda under the procedure established herein, the Board may rescind, modify, reaffirm, or take no action on the item; in the same manner it would take action on any other general item of business.
- 0.10. Public Participation.** Comments shall be solicited from the public during two comment periods, one at the start of the meeting and one prior to adjournment. The time limit shall be three (3) minutes for each person per comment period. No yielding of time shall be allowed.
- 0.11 Officers of the Board.** The officers of the Board shall be elected as provided by Nevada Revised Statutes 318.085 and shall consist of a Chair of the Board, Vice Chair of the Board, Treasurer, and Secretary.



Conduct Meetings of the Board of Trustees Policy 3.1.0

The term of office shall be for one (1) year or until a reorganization of the Board is required.

- 0.12 Authorization to Sign Checks.** The General Manager and the officers of the Board are hereby authorized to sign checks drawn on the various bank accounts of the District. It shall be required that at least two (2) signatures are affixed to any check drawn on such accounts.
- 0.13 Facsimile Signatures.** The banks with which the District does business are authorized and directed to honor checks drawn on the various bank accounts of the District, when bearing any two facsimile signatures of the officers of the Board and General Manager of the District, after their manual signatures are filed with the Secretary of State, in conformance with Nevada Revised Statutes 351.030.
- 0.14 Reports.** The Board Meeting agenda may include items under Reports which are intended to inform the Board and/or the public. These reports are not actionable items rather informational in nature and substance. Should an action be required the matter shall be presented as a General Business Item.
- 0.15 Consent Calendar.** In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include changes to user rates or taxes, adoption or amendment of ordinances, or any other action which is subject to a public hearing. Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar." A memorandum will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section.

Any member of the Board may request the removal of a particular item from the consent calendar and that the matter shall be removed and addressed in the general business section of the meeting.



Conduct Meetings of the Board of Trustees Policy 3.1.0

A unanimous affirmative vote shall be recorded as a favorable motion and approval of each individual item included on the Consent Calendar.

0.16 Advisory Committees. SECTION OMITTED

0.17 Legislative Matters. The General Manager may from time to time propose positions on legislative issues, which positions shall be reviewed and approved by the Board at its regular meeting. In the event a position on a legislative issue must be established prior to the next regular Board meeting, the General Manager is hereby authorized to adopt a position on IVGID's behalf.

0.18 Conflict Resolution. In the event that the provisions of Policy 3.1.0 conflict with any other Policy Provisions, this section shall prevail.

MINUTES

REGULAR MEETING OF JUNE 19, 2019 Incline Village General Improvement District

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairwoman Kendra Wong on Wednesday, June 19, 2019 at 6:00 p.m. at the Chateau located at 955 Fairway Boulevard, Incline Village, Nevada.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*

On roll call, present were Trustees Tim Callicrate (on the telephone), Matthew Dent, Phil Horan, Peter Morris, and Kendra Wong.

Also present were District Staff Members Director of Public Works Joe Pomroy, and Director of Parks and Recreation Indra Winquest.

Members of the public present were Margaret Martini, Pete Todoroff, Steve Dolan, Michael Roberts, Cliff Dobler, Bruce Simonian, Ellie Dobler, Aaron Katz, Linda Newman, Gene Brockman, Sara Schmitz, Frank Wright, Jane Bekowich, Shirley Altick, John Eppolito, Denise Conn, Jack Dalton, and others.

(32 individuals in attendance at the start of the meeting which includes Trustees, Staff, and members of the public.)

C. PUBLIC COMMENTS

Cliff Dobler read from a written statement which was submitted.

Linda Newman read from a written statement which was submitted.

Aaron Katz said so that there is so much on the agenda and that he objects to approval of the May 22 minutes and that he has a written statement that he would like to have the Board read before they vote on it. The U.S. Forest Service item, he disagrees with it and asked that the Board study it as it is an opening salvo for the Diamond Peak Master Plan which has never been approved by the Board. This agreement opens the door for all kinds of items. He spoke to Mr. Quinn of the U.S. Forest Service and he is open to modification. Please defer this to another meeting

as it is terrible and go after Staff as to why they proposed this. If you need help, he will do it for no charge. Regarding the Smith item, he hopes that the Chairwoman will not be voting on this item and she shares a huge pecuniary interest and that you will be represented by we the taxpayers. If the Chairwoman votes, she is making us pay for her attorney fees so please do not vote. Here Staff thinks they are the client. Communications between the attorney and the client are not privileged when were they shared to ask about waiving. This is a cover up between District General Counsel and Staff. Do not spend the on these items. Lastly, Mr. Katz said that his wife, Judith Miller, couldn't make it to the meeting so he wants to submit her written statement.

Margaret Martini read from a written submitted statement.

Jane Bekowich said she is a forty-one-year resident of Incline and has been involved in Ordinance 7 for a very long time. She still is of the opinion that Ordinance 7 needs a lot of work and that the beaches are a problem due to the numbers. There were 100,000 visits in 2001, in 2014, there were 177,000 visits, and this past year there was 199,069. Our homes haven't doubled or tripled so where are these people coming from. Ms. Bekowich offered a document that she put together way back then if anyone wants it as this problem can be solved with simple ways and that is with beach passes and punch cards. By eliminating the guest openness, the problem will be solved, and that is common knowledge.

Pete Todoroff said last Monday, he had the privilege and honor to speak with former Fire Chief Mike Brown who is an interesting person and a lobbyist for this community. They talked at length and Mr. Brown is now on his mailing list and said he could attend his Community Forum meeting. Mr. Todoroff said that the things he wanted to find out about were if the Fire Department got paid their money as there is over two million dollars that is owed to them and they have not yet been paid. He has seen Mr. Brown several times at the County, it is always nice to see him, and he is an absolutely outstanding person for this community who gets along with our Democratic Governor.

Frank Fulgham said he just wanted to put in a good word for tennis improvements and mainly the bocce ball plans. We have one bocce ball court and when go down to use it, there is, most of the time, already another group playing there so we could use another court or two.

Bruce Simonian read from a written submitted statement.

Shirley Altick said that she just read the June edition of Quarterly which didn't focus on the activities we enjoy. Rather it focused on the District's Public Works which we all take for granted and that she knows of homeowners' fees that cost more and delivery less. There is a great article on Bob Lochridge who has worked for the District for thirty-six years and done so behind the scenes. Some of the upfront employees are working on making it pleasant for us and while she hasn't been to every Board meeting, she doesn't understand how you attend and sustain your service especially when you experience such rude behavior. We have had employees leave, our District General Manager is leaving soon and he has been the best one we have had and he is very capable. He has written a graceful statement and this atmosphere has been created by the public sometimes by criticism or sometimes by self-serving action which has contributed to their departure. There is no proof whatsoever that is the kind of involvement needed. Thank you all for your service.

Frank Wright said that he bets that the Board has missed me for a while. He congratulated Trustee Horan for making it up here tonight especially given the traffic up from Reno. Mr. Wright asked Trustee Morris how it was going and if he had gotten those folks paid. To Chairwoman Wong, he said he tried to tell her to get herself a lawyer because now you are dumping a legal bill onto him and that no one should be paying your legal bills or those of the District General Counsel. District General Counsel is the talk of Reno and of Nevada because he investigated people of our community to try and find dirt on them. He investigates citizens who pay our bills and he is going after Board members via ethics complaints. He has also called me names. He went to high school in Reno and walked into class with a sawed off shotgun as well as having multiple calls for domestic violence at his home. We have a real problem here and it is our Board members. We don't want to give public records – thirteen thousand e-mails. He doesn't believe it so what are you hiding. We aren't going to pay this bill and he is going to sue because we aren't giving them out. He has asked for the bills and no bills are given to him. We are supposed to be billed monthly. He hopes they stick it to you.

D. APPROVAL OF AGENDA (for possible action)

Chairwoman Wong asked for any changes; Chairwoman Wong asked that Item H.1. be moved to being the next item. Trustee Dent said that General Business Item G.2. is incomplete as there was no project summary attached so he can't tell if it is a new build or what. Chairwoman Wong said that our Staff has additional information to hand out during that item so we will wait until that happen and then determine if we want to take a vote at that time.

Hearing no further changes, Chairwoman Wong approved the agenda as modified.

H.1. District Staff Reports *(moved up from further down the agenda)*

H.1. General Manager Steve Pinkerton

District General Manager Steve Pinkerton said that the financials have been posted. He provided his notice that he is leaving the District and that while it was a difficult decision, you have skilled Staff that will be able to keep up the services and you are in very good hands. There will be a smooth transition and he will place an item on the July 17 agenda for a plan of succession which allows us time to work on that plan.

Chairwoman Wong said that she acknowledges receiving our District General Manager's notification of resignation and while she is disappointed, she is also excited for him. There are a couple of options – have a special meeting to do at our regular Board meeting. Staff is heading into a very busy season so as to not distract our Staff, she would like to get through the July 4 holiday and then address this on how we want to handle it and this will give us time to do that so that is the reason for waiting until the July regular Board meeting.

District General Manager Pinkerton said he is happy to answer questions on his submitted, written report and that on General Business Item G.2., he does have additional information that he will hand out at that time.

Trustee Callicrate said that the information in a press release has our District General Manager starting with the new District somewhere at the beginning of July so how is he going to work in two places. District General Manager Pinkerton said that the newspaper was incorrect, he is not starting until August so this is an error in the newspaper. Trustee Callicrate said that information would go a long way if it was corrected with the proper time frame; thanks for clarifying that.

E. REPORTS TO THE BOARD OF TRUSTEES*

E.1. Verbal Presentation of the 2018 Community Survey by F'inn Consulting (Stephen Bohnet and/or Lou Riordan)

Stephen Bohnet gave an overview of the submitted materials.

Trustee Callicrate said it has been twenty-four minutes and Mr. Bohnet promised fifteen minutes and we have a lot on the agenda. Chairwoman Wong said that we are okay on time and asked Mr. Bohnet to continue with his presentation.

Trustee Horan said that the last page are our pain points and that with all of these complaints, how are we still getting good scores and how do you rationalize that. Mr. Bohnet said that promoters that had critical comments can come from all of the above regardless of them being promoters or detractors. This survey tells you what the public at large thinks and how big they are and how big the ones that are happy are and that is where the quantitative data is helpful. Trustee Horan asked if you do a sort to identify this. Mr. Bohnet said that was provided to our customer.

Trustee Dent asked how much was spent on this survey. Mr. Bohnet said it was around fifteen thousand dollars.

Chairwoman Wong thanked Mr. Bohnet and his team for their time and work on this survey and noted that this was a separate survey that went out apart from the Community Services Master Plan survey and that this makes her feel better that we have data from a separate source so she appreciates it and thanks him for his work.

Mr. Bohnet said he is happy to work with Staff.

E.2. Verbal Presentation by Washoe County's Eric Young – Area Community Plan

Washoe County Planner Eric Young handed out three documents – Recreation Element, Conservation Element, and a map. They were distributed to the Board with copies available to the public in the back of the room. Mr. Young then gave a verbal overview of the submitted materials.

Chairwoman Wong asked that Mr. Young send all of the information to the District Clerk to distribute to the Board of Trustees; Mr. Young agreed to that request.

Mr. Young continued his presentation.

Chairwoman Wong said this is a great information, we look forward to getting all the information, and can you please let us know what is up for the next steps and where we should be paying attention and on making comments.

Mr. Young said that he has been working with your District General Manager on input and will continue to do so. He would like to wait until the balance is in the form of Recreation and Conservation Elements. Chairwoman Wong said that was acceptable. Mr. Young said that last Friday he met with the Tahoe Regional Planning Agency (TRPA) and the consultant in wanting to meet a specific August meeting. There is a need for documents by July 15 so that is his timeline – finish by July 15. Then it becomes a process of getting comments from TRPA and then that back and forth until they come up a plan that works for both. He is not anticipating any big surprises, on Friday, he got some information and, as an example, would be storm water studies, he is now awaiting feedback from TRPA. Transportation study was done, their plan is based on that, however there is some concern about town center designation. It is about redevelopment and environmental impacts which may impact the conclusion of these documents.

Trustee Morris said thank you for this information and that he has only a couple of clarifications - your objective is to get this all done by July 15, then get those documents then. Mr. Young said yes and that he would be happy to show those to you. Trustee Morris said that the community has been waiting so what is the general Washoe County timeline for publication and having an adopted plan. Mr. Young said that the timeline he hears consistently is that Washoe County wants it done yesterday; he is working diligently and is responding to Washoe County. The timeline on Friday was May 2020 which is beyond what they are hoping for – worst case.

Chairwoman Wong thanked Mr. Young for his presentation.

Chairwoman Wong called for a ten-minute break at 7:25 p.m.; the Board reconvened at 7:35 p.m.

F. CONSENT CALENDAR (for possible action)

- F.1. Review, discuss and possibly approve a Sole Source Finding, and review discuss, and possibly authorize a Procurement Contract for a Replacement PistenBully Snow Grooming Vehicle – 2019/2020 Capital Improvement Project; Fund: Community Services; Division: Ski; Project # 3463HV1727; Vendor:**

**Kassbohrer All Terrain Vehicles, Inc. in the amount of \$374,500
(Requesting Staff Member: General Manager Diamond Peak Ski
Resort Mike Bandelin)**

- F.2. Review, discuss, and possibly approve a maintenance agreement with Lake Tahoe Basin Management Unit, U.S. Department of Agriculture Forest Service and the District within District Property APN: 126-010-60 (Diamond Peak) for the purpose of improvements and maintenance to the Incline Flume Trail – USFS managed trail system (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin)**

Trustee Morris made a motion to accept the Consent Calendar as presented. Trustee Horan seconded the motion. Chairwoman Wong called the question and Trustees Dent, Horan, Morris, and Wong voted in favor of the motion and Trustee Callicrate voted opposed.

G. GENERAL BUSINESS (for possible action)

- G.1. Review, discuss, and possibly approve Resolution 1874 – Recognition of Service by Edwin Gene Brockman (Requesting Staff Member: District General Manager Steve Pinkerton)**

District General Manager Pinkerton said he was happy to answer any questions.

Trustee Horan said that he supports this resolution.

Trustee Dent asked if we had a policy or practice; District General Manager Pinkerton said we do not. Trustee Dent asked his fellow Board members what they think about that. Trustee Horan said it is probably part of the code. Chairwoman Wong said that this is not about a plaque rather just recognition. Trustee Callicrate said that this was a premature situation and that while true that Mr. Brockman has been involved, he was also involved in TruBlueFacts, etc. during the last election and he thinks that left a very sour note in the community so it is not appropriate to do something like this as this negated what he has done in the past. It is an awkward situation especially since he was the subject of vitriol and it is self-serving and an inappropriate use of this tool especially given what has taken place in the community for the past year and a half.

Pinkerton answer any questions. Horan support. Dent – policy or practice. Pinkerton – we do not. Dent – Board members think about that. Horan – probably part of the code. Wong – no plaque, just recognition. Callicrate – premature situation, while true Mr. Brockman has been involved, TruBlueFacts, etc. thinks left very sour note in the community, not appropriate to do something like this, negated what he has done in the past. Awkward situation, especially since he was the subject of vitriol, self-serving and inappropriate use of this tool especially what has taken place in the community for the past year and a half.

Trustee Horan made a motion to approve Resolution 1874 thanking, honoring, and commending Edwin Gene Brockman for his contributions to Incline Village General Improvement District. Trustee Morris seconded the motion.

Chairwoman Wong asked for comments.

Trustee Dent said that he is thinking he is along the same lines as this is someone who interfered in our last election and that he is not in the habit of promoting someone who was involved in violating the law and that he won't be supporting someone was involved in that so he will be voting against this resolution.

Trustee Morris said that he doesn't personally agree with the comment about election interference as Trustee Callicrate admitted to some of the items published on the Internet that were racist, bigoted, etc. Trustee Callicrate asked Trustee Morris to not put words into his mouth and said that he was not going to put up with these comments. Chairwoman Wong asked the two Trustees to stop sharing barbs and asked all members of the public who desired to have conversation to please step outside and have your discussion as this is the time for the Board to have its discussion. Chairwoman Wong then asked Trustee Morris if he had any other comments to add; Trustee Morris said he had none. Chairwoman Wong then asked Trustee Callicrate if he had any other comments to add; Trustee Callicrate said he had none.

Chairwoman Wong thanked Mr. Brockman for all his service as an employee, Board member, committee member, and the legacy he has left us with as it says a lot; thank you for your service.

Hearing no further comments, Chairwoman Wong called the question – Trustee Horan, Morris and Wong voted in favor of the motion and Trustee Dent and Callicrate voted opposed. The motion passed.

G.2. Review, discuss, and possibly approve the IVGID Tennis Center Preliminary Schematic Design (Requesting Staff Member: Director of Parks and Recreation Indra Winquest)

Director of Parks and Recreation Indra Winquest gave an overview of the submitted materials and handed out a supplement consisting of an estimate and the data sheet which was also made available to the public.

Trustee Dent said given that the tennis facilities are not as popular as the other District amenities, what can we do to scale this project back a little bit as there is really only one option here. At the golf course, we had five or six and we have several options on Ski Way. Director of Parks and Recreation Winquest said as we move forward with the final design, we can work with the architect to get a few options that drops off some items. The District has done a great job of maintaining our courts, etc. and that when we went through the feasibility study, we got a lot of support for tennis feasibility and the master plan. We have been kicking this can down the road and we are open to different opportunities. We are open to scaling back but we can't continue to kick this can down the road but Staff is happy to look at options. Trustee Dent said that over the last year, and this goes back to it being a \$350,000 project, it is now \$1.3 million dollars so it would be nice to see a \$350,000, a \$600,000 or a \$900,000 project; it would be nice to get options. Director of Parks and Recreation Winquest said that with the current construction environment, Staff is very concerned as we are not sure what we can do for \$350,000 and that this will drop off a significant part of the project. These facilities belong to the community and we will be getting additional feedback next week so Staff is open to evaluating whatever the Board wants.

District General Manager Pinkerton asked the Board to go to the last page of the handout so you can see what it includes. When the \$350,000 was put together, we had no idea about ADA, etc. This gives you a good idea so take a hard look at it because until you get further into the design, you don't see things. Staff was put into a high inflation environment and as Staff worked on these estimates, they give you the sunny and optimistic estimates rather than give you the one that is not to exceed and hopefully it will be better. We are hoping to get a lot better as time progresses.

Trustee Callicrate said that he thinks where one of the major sticking points is from is the original point was a smaller scope which was just basically the main building and then fixing up the bathrooms and breezeway. With the new entrance and bocce courts, it is a better sell so that probably needs to be costed out into x dollars and maybe put into a little bit more layman terms such that with the additional bocce courts and the breezeway, it is x dollars and that might help. He recalls twenty years ago talking about this facility and getting bocce and tennis courts addressed. It should be torn down and rebuilt. He is in support of moving forward and for tightening up the costs as well as he would like another option and say here is what we are getting. It is high time to do this as it has been neglected for well over thirty years so let's get into operating a good facility especially with the bocce courts. We made a commitment to move this forward because it is high time. He is more in support of this but let's drill through the numbers and explain why the budget has gone up three times.

Director of Parks and Recreation Winquest said when we initially started out on this the \$350,000 was a placeholder and that he always thought it would be around \$700,000. Some of the cost estimating is stagnant and that Staff can work through the design, etc. so as to be financially sound. Staff is making good financial decisions but we are not opposed to looking at different opportunities but we do need to move forward with something.

Trustee Dent said that he does agree with moving forward so let's have a small, medium and large with large being at \$1.3 million and see what it looks like as this is a facility that doesn't get used and is a low priority for the residents. We need to keep up with the facilities and while he wants to do something, he wants to see the options.

Trustee Horan said in looking at our facilities, it doesn't get used very much, tennis, bocce and pickleball are one of our core recreational facilities that we need to make better than it is. He is not opposed to small, medium, and large and that this is sticker shock as we are going to see estimates that are way, way off. It is a core facility so let's do a good job on it; he will support it.

Trustee Morris said that he echoes the comments that have already been made and unfortunately, this is the way things have moved on in the area of construction. He is also for having a small, medium, and large and that is reasonable. He likes it being a core facility for recreation especially with

pickleball and bocce ball. It is a nice opportunity to go to an expanded center so he is definitely in favor of doing this as it is in desperate need of care and attention. We should use caution about building to a budget as this Chateau was built to a budget rather than a function. He would like to go forward with the design being built to function and not a budget and being careful on adjusting our budget as he wants people to say in ten to fifteen years that it was a good choice. As just to clarify, in terms of costs, what have we spent to date at this step. District General Manager Pinkerton said about seventy-five thousand dollars. Director of Parks and Recreation Winquest said with multiple options, that numbers could go up. As to moving forward, we would be hiring an architect and then come back. Tennis is what we provide and it is getting used April to early November, depending upon the weather, and we have up to 215 memberships which is likely due to the promotion. It gets used more than people think it does however Staff knows there is down time, typically in the afternoons, so that is when we stack up on youth play and having bocce there. Pickleball has continued to grow and we don't see it slowing down. District General Manager Pinkerton said we have doubled the ability for activity in the same footprint so when the motion is made, the Board can specify options on the design contract.

Chairwoman Wong said that she is concerned with scaling back as this is one of the last projects from our last CSMP and she has a large concern with too many options. She hopes that Staff gains what features our users are most excited about and then if there are some they don't want maybe we can gain some cost savings. She is hesitant to get it back into our process and spiral downward. Director of Parks and Recreation Winquest said we are working with our Engineering Team very closely and we will be gathering more feedback so we can evaluate if someone thinks there is a component that they aren't excited about.

Chairwoman Wong said that there has been a request for public comments; does anyone on the Board have any objections; no objections were raised by the Board. Chairwoman Wong opened the item for public comment.

Steve Dolan said that, to him, it seems appropriate that Trustee Dent has asked to get back to the original budget especially when we are talking about the bocce court as it costs between thirty-eight and forty-three thousand dollars for one pad for a bocce ball court plus demolishing the playback wall at a cost of seventy-five thousand dollars. With regards to pickleball, we may have doubled the availability but nowhere have we doubled the use.

Throwing all of these into the budgets he finds to be a little disingenuous to pump it up. He is an avid tennis player who is happy with what we have and we could expand the deck which he hopes that the Board will consider and that you ask for some options that are less costly.

Margaret Martini said we want it but we want someone else to pay for it. We have a dog park, skate park, etc. and that those that have I want it syndrome should pay for it. The reason the ice skating rink didn't go in was because of maintenance costs and if someone wants to do a bocce ball court then let them raise the money and possibly have IVGID maintain it but put it in the budget and make those five people wait.

Sara Schmitz said that in the survey tonight there is a grid that is a useful tool for making investment decisions. In looking at the chart and what gets used the most, there are five facilities and the other facilities aren't high use. Use the grid for investment decisions as we have restrooms that need attention. Another thing to point out is that when the costs to do a project are looked at, there is nothing built in for the cost of ongoing maintenance which does have an impact on ongoing operational support so that should also be considered when making decisions.

Frank Wright said he comes from a place in Crystal Bay which is a bus ride away and his kid can't walk to the Recreation Center. He has never heard from any Board about building something in Crystal Bay. You keep us off the beaches, keep us out of elections as there has never been a representative from Crystal Bay on the Board, and you are building and adding on for five people. There is nothing in Crystal Bay for a benefit. His daughter is eleven years old and it is very difficult for her to get here. Go ahead and spend money for others as we are outcasts in Crystal Bay and it is just going to go on and on and it is sick. You are always thinking about all the things you can do for the kids in Incline Village and he asks that you think about what you don't do for the kids in Crystal Bay.

Hearing no further public comments, Chairwoman Wong closed public comments.

Director of Parks and Recreation Winqest said that he will work with our Engineering Team and that this is a Board level decision and that Staff will continue to manage what we have. Speaking on behalf of our customers in tennis, pickleball and bocce ball, he is completely comfortable with everything that was said and Staff will work together to provide the Board

with what you have asked for and continue to provide you with information from all those communities.

Trustee Morris made a motion to approve the IVGID Tennis Center Preliminary Schematic Design and direct Staff to prepare final design documents. Trustee Horan seconded the motion. Chairwoman Wong asked for comments.

Trustee Dent said he won't be supporting the motion because it has no options. Trustee Horan said that the consensus is that we would like to have some look at what it would cost to scale this project back and not spend a lot of money but that we would like another look. Chairwoman Wong asked Trustee Morris if he would like to enhance the motion about the qualifier. Trustee Morris said no modifier because we don't need to box it in. District General Counsel Guinasso said that the entire Board made their expectations clear, there is nothing in the motion from that feedback heard, and Staff has indicated that they will do as the Board requested. Trustee Dent said that he will support this motion as long as Staff brings back options; Trustee Horan said he agrees with Trustee Dent.

Hearing no further comment, Chairwoman Wong called the question – the motion passed unanimously.

G.3. Review, discuss, and possibly provide input to the preview of July 24, 2019 Community Forum – Topic is Ordinance 7 “An Ordinance Establishing Rates, Rules and Regulations for Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District” (Requesting Staff Member: Director of Parks and Recreation Indra Winquest and District General Manager Steve Pinkerton)

Director of Parks and Recreation Winquest gave an overview of the submitted materials and reconfirmed that this agenda item is about setting the preferences of the Board for the community workshop and not making any changes in Ordinance 7.

Trustee Dent asked if he could be provided with the complete beach deed; Director of Parks and Recreation Winquest said it is on the website and that Staff will provide the link or the actual document. *[Post Meeting Notation: The link for the requested document was sent to all Board members by District General Manager Pinkerton during the Board meeting.]*

Chairwoman Wong said that we need to have copies of Ordinance 7 and the beach deed at the forum, the presentation should be no more than thirty minutes, and that there needs to be the most time spent on getting feedback rather than presentation such that it dovetails into the priorities that the Board has already laid out, i.e. what the Board wants input on. Director of Parks and Recreation Winquest said we can do that but Staff has some ideas. It is important to hear from the public as we want everyone involved in the conversation.

Trustee Morris said he wants to make sure that we, through Staff, set expectations and then meet them at this meeting particularly. We need to make sure that the audience and the community knows the purpose of this meeting and the expectations of the times set and that we are not fixing the problems in one meeting as we are probably trying to still set the expectations.

Trustee Dent asked what were the Board's key points; Chairwoman Wong said they are on agenda packet page 81.

Chairwoman Wong asked how much of the administrative updates do we have to put up there and can we state here is where we want your community input to focus on. Director of Parks and Recreation Winquest said that is great feedback. District General Counsel Guinasso said that we have drafted the IVGID Code to split Ordinance 7 such that it falls into Title 9 and Title 10 within the code. Chairwoman Wong said that there are probably twenty policy junkies that would want to participate and that on a day to day basis, others won't be impacted so when you format that on a slide, be cautious to not be confusing.

Trustee Horan said that this doesn't do anything to address anything about our beaches being too crowded. We need to make sure that there is not an expectation that this is going to fix that situation as this is what the community is anxious about. Director of Parks and Recreation Winquest said we will make sure we provide a lot of clarity that we aren't looking at beach access. That is already happening with e-mails and telephone calls and that this time around we can learn from 2013/2014 so as to ensure that it doesn't happen again because there were things we should have gotten done then and didn't. Trustee Horan suggested that Staff takes this as an opportunity to highlight all the efforts we have been doing to make sure we know who is on the beaches.

Chairwoman Wong said the focus should be on the months of July and August and the valid reasons that attendance has gone up as we have expanded the hours on the booths and added almost two months to our season which is significant. The data related to those months should be shared because we have several years of that data and it will show how people access our beaches and we have some really good data for people to see. Director of Parks and Recreation Winqest said he agrees and that Staff has provided that information previously because 65% of our visits happen during those months and he agrees that data benefits the community. District General Manager Pinkerton said it should also be mentioned that our beaches are 40% smaller so they are absolutely more crowded.

G.4. Review, discuss, and possibly authorize Staff to execute amendments to the Second Amended and Restated Franchise Agreement to Provide Solid Waste and Recyclables Collection Services; Incline Village General Improvement District and Reno Disposal Co., dba Incline Sanitation Co. based on a review by Staff and General Counsel (Requesting Staff Member: Director of Public Works Joe Pomroy)

Director of Public Works Joe Pomroy gave the PowerPoint presentation that was included in the Board packet.

Trustee Dent asked if this meant updating the ordinance or just the agreement. Director of Public Works Pomroy said there is nothing that would affect the ordinance and thus no change to the ordinance. Trustee Dent said even though the costs are going up. Director of Public Works Pomroy said it is all in the franchise so there is no ordinance hearing.

Trustee Horan said that the Staff and the General Manager's subcommittee, working with Waste Management, really thought this out in order to help both side be successful.

Chairwoman Wong said that she appreciates the focus on our customers as well as our wildlife.

Trustee Horan made a motion to:

1. Authorize Staff to execute amendments to the Second Amended and Restated Franchise Agreement to Provide Solid Waste and Recyclables Collection Services; Incline Village General Improvement District and Reno Disposal Co., dba Incline Sanitation Co. based on a review by Staff and General Counsel to include the following items:
 - a. Enhanced Wildlife Resistant Cart shall be Kodiak brand or District approved equal beginning July 1, 2019.
 - b. Collector will commit to conversion of all chain lock style dumpsters to the locking bar mechanism by July 1, 2020.
 - c. Enhanced Wildlife Resistant bin shall be District approved 4-yard size with corresponding schedule of rates change beginning July 1, 2019.

Trustee Morris seconded the motion. Chairwoman Wong asked for comments, receiving none, called the question – the motion was unanimously passed.

Chairwoman Wong, at 8:55 p.m. called for a break; the Board reconvened at 9:05 p.m.

G.5. Review, Discuss and Possibly Receive Input from the Board of Trustees on the 2019 Final Draft of the Community Services Master Plan (Requesting Staff Member: Director of Parks and Recreation Indra Winquest)

District General Manager Pinkerton gave an overview of the submitted materials.

Chairwoman Wong said that this is a great starting point to start thinking about and accessing, everything seems consistent with feedback and potential funding, and the steps make sense. Personally, she would like to adopt the Community Services Master Plan and then have one more meeting before putting these into a resolution and she needs a bit more time to digest all of this.

Trustee Callicrate said it is a lot of information to absorb and that he would like to have at least one more meeting before the final, final of the priorities.

Trustee Morris said he would like to commend the team for condensing this down as now it is so much easier to figure out what we can realistically take on and might fund as well as prioritize what the community has said to us. Timing seems to be pretty good to him as this is a realistic plan. He is fine with one more swing and he isn't going to advocate either way because ultimately the Board agrees on one year at a time so a future Board can change this. It gives us a guide on where we are going, tells our community where we are going, and gives us that catalog. He is open to one swoop or two and open to balance of colleagues desires.

Trustee Horan said that this is very concise and what we talked about. The other thing is spending some amount of time in preparation of the numbers and he is willing to spend the money but wants to be a little cautious. He understands what is possible but at some point down the road, in two or three years, it may run out. This is a good road map of the projects we can do, capacity wise, and get done in the next four years. He likes where we are going.

Trustee Dent said that he thinks we are making progress and that the Incline Beach House is a priority and that agenda packet pages 140 and 141 are a good starting point.

Chairwoman Wong said that the approval of the Community Services Master Plan is scheduled for our July 17 meeting so she would like to bring back this item and it will give us and the public a little more time and then we can have a discussion and make recommendations on the timeline and then vote on a resolution at the August 14 Board of Trustees meeting. Trustee Morris asked that this be two separate agenda items.

Trustee Callicrate said he is good with that plan.

Director of Parks and Recreation Winqwest said he is good with that as it is important to provide Staff with the direction of where we are going as it is very helpful so thank you.

Chairwoman Wong said that this will give the public and the Board of Trustees more than five days.

District General Manager Pinkerton said that this is absolutely a good plan as we need a blueprint to understand what you are diverting from and each

year, the Board can adjust it. Any Trustee is welcome to sit down with him and go over the cash flows as there are a lot of different factors but that he thinks for now, we are comfortable that this is our goal and then go in that priority order.

G.6. Review, discuss, and possibly provide input on a legislative wrap-up for the 2019 State of Nevada Legislative Session following a verbal presentation on legislative matters provided by Tri-Strategies representative(s)

Paul Klein and Victor Salcido of Tri-Strategies gave an overview of the submitted materials.

Trustee Dent asked about the press release that was sent out and what the cost was to do that work. Mr. Klein said that yes, he did assist in producing that and that it was incorporated as a matter of government affairs.

Chairwoman Wong asked about the next steps and since most are becoming law, are we just waiting for them to get codified into law as she doesn't recall anything immediately but that some do affect us.

Mr. Salcido said that every one of these bills will have a different effective date and that some will be July 1, some will be October 1 and then others will be January 1, 2020 and that we can do a bill by bill inquiry. As to the ones that have an immediate effect on the District, there is nothing that the District would be out of compliance on but that some may have an effect on future actions. Our responsibility is to make sure Staff is aware of the new perimeters.

Chairwoman Wong thanked Mr. Klein and Mr. Salcido for their service and guidance through the legislative process and session.

G.7. Case No. CV18-01564: Mark E. Smith v. IVGID

- (1) Receive, review and discuss status report from litigation counsel, Tom Beko, Esq., regarding defense of lawsuit initiated by Mark E. Smith under Case No. CV18-01564 against the Incline Village General Improvement District ("IVGID"), IVGID Board Chair Kendra Wong, and District Legal Counsel Jason Guinasso.**

- (2) **Review, discuss and possibly approve legal fees and costs to continue defense of lawsuit (estimated budget \$10,000.00 over current authority of the General Manager).**
- (3) **Authorize litigation counsel, Thomas P. Beko, Esq., to pursue an appeal of the final disposition of the District Court (estimated budget \$15,000.00).**

Tom Beko, along with Charity Felts, gave an overview of the case details.

Trustee Horan asked if we have provided the privilege log. Mr. Beko said that three hundred and five pages of documents have been provided, a check has been remitted, and these were immediately produced. Trustee Horan asked how did we get to fifty cents versus one dollar per page. Mr. Beko said that entities can do a reasonable charge that factors in everything that goes with it and that he has looked across the board of other public entities and courts and the District is well within what others charge. The court looked at it and said the costs weren't provided upfront. We couldn't do that until Counsel reviewed them, page by page, so after review there were three hundred and five pages that came from that. That was the court's analysis, the dollar was a reasonable charge, but they went back and balanced it to fifty cents per page. There is a complex analysis of the procedure of what the charge is and that couldn't be done until the review was done. Counsel wisely recognized that the privilege log should be done ahead and he did so which was pretty efficient by doing it upfront. This also showed upfront that this had the possibility of being litigated. Depositions were about other matters that were under dispute. We challenged that and opposing counsel never asked to depose Mr. Guinasso which shows that the discovery process was motivated by something other than the facts of the case. It is so important that we admitted the facts of the case and there were at least five pages that could have been provided free of charge but he didn't want those which raised the question about this not being a legitimate records request and that it resulted in what Mr. Guinasso thought it would.

Trustee Callicrate said, regarding the whole attorney/client privilege, the Board of Trustees confers with District General Counsel to decide what is privileged and what isn't except in personnel issues. This wasn't the case as the Board never had a chance to look at any of these e-mails so the decision was made exclusive of the Board of Trustees as well as entering into this entire litigious situation. Also, who hired Mr. Beko because that never came to the Board of Trustees rather it was an oh by the way, we have been served with a lawsuit and we are moving forward. That is not how it works

because it has to be on the Board of Trustees agenda and there needs to be money put behind it. It wasn't an agenda item and the District has expended multiple thousands of dollars for which Mr. Smith now wants repaid for whatever he has spent. Now, the Board of Trustees is being asked for more money and we are involved in a situation that isn't in accordance with the statute. This doesn't have Board of Trustees approval because it wasn't done in an upfront, ethical manner. As to the 13,000 e-mails, he, as the client, hasn't seen them. The cost per page is window dressing. We didn't give out the original e-mails, we didn't provide copies. Anything that is digital is to be provided at no expense. The conjecture is that it was fishing, we don't know that and it is callous to say that. Be careful on how you paint the citizen because the citizen has the right to have the records. We have been admonished by the Attorney General on destruction of public records so he is adamantly against this. IVGID needs to learn its lesson on the destruction of records. He is outraged that it wasn't vetted and this is completely wrong. The District is going to get taken to the cleaners however he will defer to his colleagues. Trustee Callicrate said he would like to know when Mr. Beko was hired and by whom with what authority. Mr. Beko said he will look at his records as he doesn't have that information with him. Trustee Callicrate said it is critically important to learn that information because it was never agenda item so there is no dollar amount against it. This should have been done like all the other GIDs and other entities. Are we so special that we don't have to abide by the rules? This becomes so irritating that we don't have to abide with those rules from the Attorney General against the District. He doesn't agree with it, that it is just tough apples because it is the Board of Trustees that have the final say. This is a very serious situation that we have gotten ourselves into once again and he had no idea about this until about a month or so back. This is side stepping the Board of Trustees approval. He is just giving Mr. Beko the background because the attorney works for the client and that relationship has gotten skewed. Mr. Beko said he was hired to defend the litigation that was brought against the District and other parties. The authority has been granted to the District General Manager who hired him to do a job and that is what he did; he will leave it to the Board of Trustees about the decision to retention him to provide services.

District General Manager Pinkerton said in his General Manager's Status Report, dated September 19, 2018 and included in the Board of Trustees packet for the September 26, 2018 meeting the following was provided:

Pending Litigation

At our last meeting, District Legal Counsel disclosed that IVGID was served with a summons and complaint initiated by Mark Smith requesting “Declaratory and Injunctive Relief and to Compel Disclosure of Public Records.”

The matter was referred to the POOL/PACT for coverage of legal costs to defend the District. Since the POOL/PACT coverage does not include defense of Declaratory Relief, the District was denied coverage.

Normally, District Legal Counsel would provide the District’s defense. Since District Legal Counsel was named in the action, we obtained outside legal counsel.

Thomas Beko of Erickson, Thorpe & Swainston successfully defended the District in a similar public records action in conjunction with the Katz lawsuit. Mr. Beko has been retained for this action as well.

District General Manager Pinkerton said it was also mentioned at the meeting as well. Trustee Callicrate said that counsel was retained exclusive of the Board of Trustees ability and demand by the Board and that this Board of Trustees are the ones to instigate this and that should have been through an agendized item with a monetary number. However, once again, that step was again sidestepped. Let’s pull back, agendize this item, let the public in on it, and then move forward. That entire process wasn’t accomplished. What you read isn’t how it works as there is a legal process to follow. This District didn’t follow the rules and now we are open to exciting items in court. So here we are again, having a FlashVote 2.0, and spending another twenty-five thousand dollars over the forty thousand already spent on someone who is trying to get public records. He doesn’t understand why there is a disconnect on getting public records and said we don’t learn from our mistakes. We need to break this mold as we should be abiding by the rules. He is not going to support this action because for seventy-five thousand dollars, we could hire one or two people to work at the Recreation Center. This is money ill spent and it is going down a rat hole faster than we can churn it out.

Trustee Horan said that Trustee Callicrate's were far ranging and asked that we get back to the case at hand. Trustee Horan said that he disagrees with Trustee Callicrate's analysis that we engaged against the law as the District General Manager does have the authority. Attorney/client privilege is between the attorney and Staff. Mr. Beko said that the attorney and Staff do have the legal right and obligation to assert that right and the suggestion to come back to the Board of Trustees and ask this Board of Trustees if they wanted to assert that privilege is against the law. The suggestion that this Board of Trustees would waive that privilege, he can't fathom that, as there would never be a defense because the other side would know every bit of your strategy. Trustee Horan said that it was a very simple decision that was made and there was no decision for the Board of Trustees to make. Trustee Horan said that he also objects to the comment made about destruction of e-mails and records; he objects to that comment. Trustee Callicrate said that it is on the record. Trustee Horan said he doesn't believe that is what happened. Trustee Callicrate said that it was it said in our Board packet and that is was due to the lack of a retention schedule and the destruction of public records is not conducive to the law. We got this notice in one of our Board packets that this is the standing policy for deletion of e-mails. Chairwoman Wong said that we are not going to rehash this as it is not relevant to this matter. Trustee Callicrate said it is relevant as it is about 13,000 e-mails. Steve Dolan, a member of the public, shouted that you can't do this as he is a Board member.

At 10:18 p.m., Chairwoman Wong called for a break; the Board reconvened at 10:31 p.m.

Chairwoman Wong said that while Trustees can speak on any topic, as the Chair, she can cut them off and that the argument that was occurring was not appropriate.

Trustee Callicrate apologized for getting a little excited and said that he is very, very concerned with the Attorney General's ruling that said that the General Manager cannot instigate litigation and that we have a real issue. He is bringing this issue before his colleagues because it is a large part of this issue and that he is speaking up for the entire Board of Trustees and the District that we need to have a closer accounting of what the laws are as he is dead set against spending any more money and that he wants to stop it where it is. From this point forward, if someone is requesting public records, they should be provided. In the last four and a half to five years, we have had litigation that we haven't seen before. We have to do a far stronger

job that we are following protocols that have been in place. Chairwoman Wong said that she is asking our District General Counsel and our District General Manager to evaluate our policies regarding litigation and public records. Trustee Callicrate said that is fine with him and that he welcomes that.

Trustee Horan said we were talking about expenses and potential impact to the District which is an important consideration and it is part of our responsibility to look out for the District going forward as there is an impact of costs if we are required to do this on an ongoing basis and that he appreciates that concern and thus would we have to do privilege logs for everything.

Mr. Beko said that at his normal hourly rate, it would have cost close to fifty thousand dollars to do that pre-litigation privilege log. Regarding the suggestion that the District should have provided the e-mails in PDF format, the request was very specific that PDF format was not acceptable and that one of the primary reasons we were not going to provide them was because it was going to violate this request. The pre-litigation obligation entailed that much time or more and the breadth of the request was that it was from a disgruntled citizen to just cause harassment. Let's say the request wasn't limited to two years but was five or ten years, it could cost hundreds of thousands of dollars and that would pale in comparison to the costs of additional Staff members. It is not about 305 pages, nor is it about 13,000 pages of e-mails, it is about the future of the District and providing the privilege log because it was not part of the lawsuit of these documents being in their native form/electronic original files. It is about the consequences of the potential rulings. If there is a question about the best interest of the District, the suggestion is absurd. Think about the next request as that three sentence letter will cost you hundreds of thousands of dollars.

Trustee Morris said it is not about three hundred dollars or thirteen thousand pages, because as a Trustee of the Board, we want to look to the District General Counsel and ask about attorney/client privilege, and he is extremely comfortable with the review and it is a mark to the main and the litigious society that we have that he had this foresight. To him, it is about the future and knowing what happens to this community. If this stands, we do get bombarded with requests and that will drown us instead of allowing us to do good things for this community. It is very important to us, as a Board, that we don't accidentally trap ourselves into a deluge in the future and that just gives him pause. He doesn't want to send raw data files out to anyone for

them to do whatever they want as Mr. Beko has answered that question about those costs down the road. Regarding a tactical question, the privilege log, has that been given to Mr. Smith. Mr. Beko said yes, it was provided to Mr. Smith and to the court as well. There are other pending motions that could end this litigation upon which we could get a decision any day and that all of this might go away. Trustee Morris asked what are the different alternatives and best case scenario as well as other scenarios to be considered. Mr. Beko said now that the privilege log has been received, it could be challenged with the court doing a document by document review which the judge has indicated she will do. There could be a continuing ruling about the prevailing party. If the court issues an order on attorney costs of x dollars, the Board of Trustees might find that it is fair and not challenge that anymore. We are all hanging out there until we get those rulings – it could be no fees, could have limited success with x fees. There is a big gambit of things that we have to wait and see and then we will bring it forward so you can decide. Trustee Morris said that the key point is before or after litigation on privilege and why that matters. Mr. Beko said that it matters because if there is an obligation pre-litigation, for any documents withheld, then we will have to create a privilege log. If the court says no, only after litigation, then he thinks that the Nevada Supreme Court has already ruled and made it crystal clear. There are not very many cases but there is always potential for future cases. The privilege log is only necessary because you have different reasons of why individual documents are not public records. Different reasons for different records. In those cases, it makes good sense. In the cited case, it didn't fall within that as there was no reason to give that detail but we all feel these are in that same category. In the cited case, the court didn't cite that but it did cite to Federal cases which got a whole group of documents for non-production and then gave a single reason for an objection which applies in total. It is his belief that the Nevada Supreme Court will say that is what they envisioned as this is exactly the type of case thus they will state it. Other than saying it 13,400 times, the same language would have been stated each time, and there is no reason to do that. Trustee Morris said he appreciates that information and reason. If we don't get this properly resolved, the costs will be very significant. Mr. Beko said that the sky is the limit especially when they know that when they send it over.

Trustee Dent asked if the invoices associated with the costs can be provided. District General Manager Pinkerton said that they are under review and will be provided shortly. Trustee Dent asked the District General Manager what was his thought process or thresholds as the costs were coming in. District General Manager Pinkerton said that it was unfortunate

that the Plaintiff decided to go to this level of litigation. Trustee Dent asked if a settlement was offered. District General Manager Pinkerton said that we followed all the normal efforts. Mr. Beko added that once the litigation process started, they started doing discovery and we had discussions about the privilege log which would have taken away a huge incentive if they were willing to agree. As to coming to some resolution without them being in the native format, he was told they would consider it but that they never got back to him on it. A suggestion was made for PDF's and PDF's were not adequate. Options were presented to them. The long term ramifications are not about these records but that it puts such a financial burden on the District. We made the effort and got no response which raises the question of motivation. We did approach them to try and find a way to resolve this to get them the information they wanted and they have always been concerned about producing the privilege log which we didn't have to produce because it was already done. If we would have produced the privilege logs there would have been concerns about future cases and we got no commitment on this. In fact, the courts in its orders made it very clear and very early on that they were concerned about the long term consequences and Mr. Beko read from an order by the courts that talked about this being unique and not being a precedent. What he thinks the court was trying to do was to say this case was unusual and that the issue was only after it was filed and that it was one of the original claims in the action and that the way the court granted summary judgment was that the non-moving parties have been proven, claimed, and established and one ruling has to be challenged because the financial consequences are huge. Trustee Dent said his concern is dealing with the August 2017 meeting where the Board of Trustees was notified that there was a public records request and the response was that we don't keep records for long than thirty days. There were discussions by the Board, State Archives was involved and that this has been going on for a really long time. In the Summer or Fall of 2017, he proposed an agenda item to have a third party attorney dive into those things and let us know what we should do; the Board pulled that item so we saved thirty thousand dollars to know where we are at. We are spending public dollars on this when we could be hiring at the Recreation Center or at Golf, and we are wasting money on another stupid lawsuit. There is no authority for this and the Attorney General has stated that there is no authorization for authority. There is no contract and no authority. The Board of Trustees should have been approached much sooner. Trustee Dent concluded by stating that he was feed up with all of this and ready for this to come to an end as he is tired of hearing about all of this.

District General Counsel Guinasso said the Board has Policy 495.

Members of the public interrupted by shouting from the back of the room.

Chairwoman Wong said that this is the time for the Board to get feedback and to please leave us to do their business and that she has given District General Counsel Guinasso the opportunity to speak and he is going to do so.

District General Counsel Guinasso said that Policy 495 has an obligation to indemnify officers and Trustees for issues that arise during the time they are doing their duties. This policy has been in place for over forty years. He had a duty, by Board policy and when defending a lawsuit, to do so, he followed that policy. Please be mindful of your Board policy and also State law that requires indemnification because of the consequences of not doing so could also result in exposure to the District.

Trustee Callicrate said that the Board of Trustees wouldn't rise to the occasion for the Board of Trustees or Senior officers and that we have all discussed this. If the District General Manager had come to the Board of Trustees and said that this is going on, that would have alleviated a lot of this discussion. Because it wasn't agendaized and brought forth to the public and because we didn't follow our statute, it should be agendaized for another meeting and there has to be a motion. Are any of the Board of Trustees members precluded from voting as he wants to bring that up before there is a vote. Trustee Callicrate said he would like to know if there are any conflicts of interests or if anyone is precluded from voting if they are named or attorneys retained. Chairwoman Wong said that she did consult with Mr. Beko and District General Counsel and we are upholding our policy therefore there is no conflict of interest. Mr. Beko said it is an obligation set by statute and that it will be provided if requested and that there is no discretion thus it must be provided. Trustee Callicrate said in our policies, it doesn't cover legal counsel rather it is just Board of Trustees, General Manager, and Senior officers so we are not paying for our District General Counsels costs. Mr. Beko said he could take a look at that but that the costs would be identical to the source of what the claims are. Trustee Callicrate said that they are all named in the lawsuit – Guinasso, Wong and Pinkerton – so are we paying for the defense of those individuals which opens another item and that is that this is a contract attorney that doesn't fall under this as this is the General Manager and the Board and it didn't go through the proper

motions. We have to abide by the law as we took an oath to uphold the laws and regulations.

Trustee Horan said that he didn't understand the question. Mr. Beko said he is not sure what Trustee Callicrate is talking about as this is in Chapter 41 and he has never been asked to answer any questions. The request came to him to provide the defense and he didn't look behind the question and not provide any legal advice.

Trustee Callicrate said it is premature in this situation to move forward because it was improperly entered in to.

Trustee Horan said he still isn't quite getting what Trustee Callicrate is saying as IVGID is the primary defendant.

Mr. Beko said he would have done nothing differently if Mr. Guinasso was named or not named. Our defenses would not have been done differently because it is really with IVGID.

Trustee Horan said that he was trying to understand where Trustee Callicrate was going. Trustee Callicrate said that Chairwoman Wong is included and needs to recuse herself from the rest of the Board.

Chairwoman Wong said that both Mr. Beko and Mr. Guinasso have given her advice and it relies with her to make the recusal decision.

Trustee Callicrate said wow.

Trustee Morris said as far as he is concerned about if this matter did come to the Board, when the District General Manager read from his submitted written report which told us the case was here and that it was referred to Mr. Beko, it surprised him that there was a question that it occurred when there was an opportunity to put it on the next meeting agenda.

Trustee Callicrate said that he objected.

Trustee Morris said as far as he recalls there was notification to the Board of Trustees and that it was accepted by default if not by other means. He is comfortable as to how we got here. This matter is critical to the future of our District and the best option is the clarification from the courts. Whilst there is

no guarantee, we have to be ready for that and go to the next steps and it is imperative that we do that.

Trustee Horan said he had a question on the motion – regarding the second item, this Board doesn't need to make that decision tonight. Mr. Beko said until you have the court's ruling, you don't need to decide that. Trustee Morris said so all that is needed right now is ten thousand dollars. Mr. Beko said exactly. Trustee Callicrate said that the majority of the Board is going to vote for this and he will not be supporting it at all so go ahead and make your motion so we can vote.

Chairwoman Wong said before a motion is made, we have had a request for public comment; is anyone on the Board opposed to taking public comment; no Board member objected.

John Eppolitio said that this is beyond words as most people have no idea what goes on. To put this item at the end when everyone is exhausted well it wouldn't be that way if it had been first. He only spent one weekend in law school but there seems to be a conflict of interest with being a defendant. To try and silence another Board member who makes sense isn't right as it isn't showing respect to the other two Board members as Tim and Matt were elected just like you were. The attorney called the Sheriff on another community member. Even if Chairwoman Wong can vote, she shouldn't be running this meeting; he objects.

Frank Wright said are we having fun yet. Here is what we have – a lawsuit filed without approval, paying the attorney with no bills, and he is guessing that there hasn't been a bill for the past year and a half. Now asking for more money and you run the show and you just go ahead. Trustee Callicrate asked if there was a conflict of interest; Chairwoman Wong you have a huge conflict of interest and it would be incredibly stupid of you to vote. Trustee Morris are either one of these people your attorneys in your bankruptcy suit. Hmmm, no one can answer that questions. Well, he knows they are so how much are you paying them or is it pro bono work. Mr. Wright said that he will be excited if Trustee Morris votes. What this Board should be doing is looking at getting rid of that guy as he has cost us a lot of money. What is going on this lawsuit – why not give it up as there is stuff in there. This guy has raped this District for hundreds of thousands of dollars and everyone is looking at you and asking what is going on. You better stop this meeting.

Linda Newman asked about defending the in defensive and stated that she understands that Mr. Beko is defending. This is all about public records as we have a serious problem. The Attorney General's ruling said that there is no authority without the Board taking an action in a public meeting. Trustee Horan and others seem to have forgotten about NPRI and their filing with the Public Integrity Unit. We have an attorney who is acting as attorney and as client. Thirty thousand e-mails have been determined as privileged and confidential and it is up to the Board to make that determination yet this Board hasn't seen them. Why haven't you seen them as that could have saved us money. Why withhold them and who is asserting that privilege.

Sara Schmitz said because we had a vocal citizen, we took our Sheriff off a life threatening situation. Let's handle it in an adult way as we have limited Sheriff resources; shame on you for taking them from a life threatening situation.

Hearing no further public comments, Chairwoman Wong brought the matter back to the Board and asked if there was a motion.

Trustee Morris made a motion to:

Approve legal fees and costs to continue defense of lawsuit (estimated budget \$10,000.00 over the current authority of the General Manager); and

Authorize Litigation Counsel, Thomas P. Beko, Esq., to pursue an appeal of the final disposition of the District Court (estimated budget \$15,000.00).

There was no second to the motion so the motion failed.

District General Counsel Guinasso suggested that the Board of Trustees might want to get some information on the timeline as he is unsure on the time frame of the appeal.

Mr. Beko said after the final judgment, there would be thirty days, which he would guess would be sufficient time to have a special meeting and stated that he will notify the District quickly. There can then be a determination if you need to expend additional funds.

Trustee Morris made a motion to approve legal fees and costs to continue defense of lawsuit (estimated budget \$10,000.00 over the current authority of the General Manager). Trustee Horan seconded the motion. Chairwoman Wong asked for comments.

Trustee Horan said that it is disrespectful of how we got here tonight and that it is important that we protect the District and that is why he is going to support this motion.

Trustee Dent asked, regarding the 13,000 e-mails, who is the client ascertaining privilege. Mr. Beko said IVGID. Trustee Dent asked who is the client. Mr. Beko said that District General Counsel Guinasso asserted the privilege and he did so and acting on behalf of the client. Trustee Dent said he only received twenty or thirty emails during that time period.

Trustee Callicrate said that this is bizarre theater and that IVGID is a public agency who should be providing public records to the public. We ejected people tonight and yet we are supposedly the most transparent Board ever. This is shocking and annoying and he is on the verge of voting no confidence. We had the Registrar of Voters come in and give us our oaths maybe we should do that again. This has blossomed over the past four years. The community will watch the Livestream and there is an election next year. He hopes that folks really take this to heart as tyranny has run and this has to stop. It is creating division in our community and costing hundreds of thousands of dollars. He will be voting no loudly and clearly.

Hearing no further comments from the Board, Chairwoman Wong called the question – Trustees Dent and Callicrate voted no and Trustees Horan, Morris, and Wong voted yes; the motion passed.

At approximately 11:20 p.m. Trustee Callicrate disconnected from the meeting.

H. DISTRICT STAFF UPDATE (for possible action) - (moved up to after Item D. on the agenda)

H.1. General Manager Steve Pinkerton

I. APPROVAL OF MINUTES (for possible action)

I.1. Regular Meeting of May 22, 2019

Chairwoman Wong asked for changes, none were submitted; Chairwoman Wong said that the minutes are approved as submitted.

J. REPORTS TO THE IVGID BOARD OF TRUSTEES*

J.1. District General Counsel Jason Guinasso

District General Counsel Guinasso said he had nothing to report.

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

Trustee Dent said that the Nevada League of Cities hosting their conference and the District Clerk forwarded the registration information to all Board members.

L. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration; see Public Comment Advisory Statement above.

Margaret Martini said she has no taste for more venues even if the venues were paid for outside the Recreation Fee. The prudent action is to let those that “want it” fund it as we already have way more venues/amenities. Enough is enough, let them build it and pay to staff it as well as maintain them. We spent money on surveys and you are now the Board of Directors of Walt Disneyland. Maintain what we have in a first class manner – from employees to physical plants. If there are surplus funds, then return the money to the payers. We are starting to get into LaLa Land and the majority of the people have spoken.

Frank Wright said that he tried to warn Trustee Morris as these are your lawyers and you should have said something as there is now a direct conflict of interest and he doesn't know how the Attorney General and the Ethics Commission will look at this. You are going to be seeing how much money it costs and just ask Trustee Dent. The three of you have cost us so much money because you allow this guy to be incompetent. Sorry you voted Chairwoman Wong as it is going to cost you. It is a shame and you have some really strange people representing us so how do you fix this. The way you voted tonight was a bad move. Trustee Morris, the smile on your face, you are in the same way as you have bankruptcy court and the Second District Court where you filed bankruptcy and now you just voted to

give your attorneys money. It has been an interesting evening and Chairwoman Wong you are going to wake up and realize this guy is a clown and that we should be up here recreating and enjoying ourselves. Sick.

John Eppolitio said it gets so frustrating as all he was asking for was e-mails. What are you trying to hide that cost us seventy-five thousand dollars? Very disappointing and you really need to listen to the other two.

Cliff Dobler read from a submitted written statement.

M. REVIEW WITH BOARD OF TRUSTEES, BY THE DISTRICT GENERAL MANAGER, THE LONG RANGE CALENDAR (for possible action)

District General Manager Pinkerton went over the submitted calendar as well as those items that were added tonight.

N. ADJOURNMENT

The meeting was adjourned at 11:42 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Submitted by Aaron Katz (9 pages): Written statement requested to be included in the written minutes of this June 19, 2019 regular IVGID Board meeting – Agenda Item F(2) – approval of a proffered maintenance and access agreement with the United States Forest Service (“USFS”) through its Lake Tahoe Bureau Management Unit (“LTBMU”) allegedly limited to that portion of the Flume Trail which crosses Diamond Peak

Submitted by Aaron Katz (7 pages): Written statement requested to be included in the written minutes of this June 19, 2019 regular IVGID Board meeting – Agenda Item G(7) – Approving the expenditure of an additional \$30,000 or

possibly more fighting/appealing the summary judgment ruling against IVGID in Mark Smith's public record act concealment litigation

Submitted by Aaron Katz (5 pages): Written statement requested to be included in the written minutes of this June 19, 2019 regular IVGID Board meeting – Agenda Item G(2) – Spending \$1.235 million or more renovating the Tennis Center given Finn Consulting reports that 84% of surveyed parcel/dwelling unit owners/their tenant(s) *never* frequent the Tennis Center, and another 5% frequented the Tennis Center this last year only once or at best twice

Submitted by Aaron Katz (5 pages): Written statement requested to be included in the written minutes of this June 19, 2019 regular IVGID Board meeting – Agenda Item C – Public Comments – Why did the Board vote to spend \$1.464 million or more “enhancing” the Mountain Golf Course Clubhouse given Finn Consulting reports that 55% of surveyed parcel owners/their tenant(s) *never* occasion the golf course, and another 16% occasioned the golf course this last year only once or twice?

Submitted by Aaron Katz (3 pages): Written statement requested to be included in the written minutes of this June 19, 2019 regular IVGID Board meeting – Agenda Item I(1) – Approval of proffered minutes of the Board's May 22, 2019 meeting

Submitted by Aaron Katz (16 pages): Written statement requested to be included in the written minutes of this June 19, 2019 regular IVGID Board meeting – Agenda Item C – Public Comments – When is the IVGID Board going to compel IVGID Staff to make legitimate public records available for public examination?

Submitted by Aaron Katz (21 pages): Written statement requested to be included in the written minutes of this June 19, 2019 regular IVGID Board meeting – Agenda Item C – Public Comments – What do we do with a General Manager (“GM”) who deceives and misrepresents acts to the public?

Submitted by Aaron Katz (4 pages): Written statement requested to be included in the written minutes of this June 19, 2019 regular IVGID Board meeting – Agenda Item C – Public Comments – Now that GM Pinkerton has announced he will be resigning from his position as IVGID GM, we need to cut off his discretionary spending authority so he doesn't leave our community with a Trojan horse

Submitted by Aaron Katz (72 pages): Written statement requested to be included in the written minutes of this June 19, 2019 regular IVGID Board meeting – Agenda Item C – Public Comments – What do we do with a Public Works Director who acts as judge, jury and executioner when it comes to the sale of effluent waste by products inasmuch as Nevada Revised Statutes (“NRS”) and IVGID Board Policy pre-condition sale upon Board approval after public hearing?

Submitted by Aaron Katz (27 pages): Written statement requested to be included in the written minutes of this June 19, 2019 regular IVGID Board meeting – Agenda Item G(1) – Proposed resolution No. 1874 thanking, honoring and commending former IVGID Trustee Gene Brockman

Submitted by Linda Newman (1 page) – IVGID 6-19-19 Board of Trustees Meeting Public Comments by Linda Newman – To Be Included With the Minutes of the Meeting

Submitted by Bruce Simonian (1 page)

Submitted by Margaret Martini (1 page) – IVGID June 19, 2019 Board of Trustees Meeting Public Comment by Margaret Martini – To be included with the Minutes of the Meeting

Submitted by Cliff Dobler (2 pages)

Submitted by Jane Bekowich (1 page)

Submitted by Shirley Altick (2 pages)

Submitted by Clifford Dobler (3 pages) – Clifford Dobler Public comments at IVGID Board meeting of June 19, 2019

WRITTEN STATEMENT REQUESTED TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 19, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM F(2) – APPROVAL OF A PROFFERED MAINTENANCE AND ACCESS AGREEMENT WITH THE UNITED STATES FOREST SERVICE (“USFS”) THROUGH ITS LAKE TAHOE BUREAU MANAGEMENT UNIT (“LTBMU”) ALLEGEDLY LIMITED TO THAT PORTION OF THE FLUME TRAIL WHICH CROSSES DIAMOND PEAK

Introduction: Here staff proposes entry into a maintenance and access agreement with the USFS, on the Consent Calendar no less, for that portion of the Flume Trail which crosses Diamond Peak. But if one digs a bit deeper, one discovers this is really the foot in the door which provides for a much larger mountain bike trail system which is part of the Diamond Peak Master Plan (“DPMP”). In other words, *what has been represented to the Board and the public is false!* And because it is false, I object to any type of agreement like this being proffered, with only a handful of days’ notice, and on the Consent Calendar no less. I object to a number of provisions of this agreement in particular, because they go far, far beyond mere maintenance of someone else’s (the USFS’) Flume Trail, and it sets the stage for future expenditures of IVGID monies, and future expansion of IVGID’s footprint. For these reasons, I submit this written statement.

The Proffered Agreement Has No Business Being on the Consent Calendar: Staff’s description of this agenda item is “review, discuss, and possibly approve a maintenance agreement with” the LTBMU. Given this matter has been presented to the Board for approval after only a scant 6 days’ notice, and it deals with a subject matter which is new to the Board and very NON-routine, it has no business being placed on the Consent Calendar. *And staff knows this!*

Policy No. 3.1.0.15 addresses what is supposed to go on the Consent Calendar, and it reads as follows:

“The Consent Calendar may not include changes to user rates or taxes, adoption or amendment of ordinances, or any other action which is subject to a public hearing. Each consent item shall be separately listed on the agenda, under the heading of “Consent Calendar.” A memorandum will be included in the packet materials for each Consent Calendar item. *The memorandum should include the justification as a consent item in the Background Section.* Any member of the Board may request the removal of a particular item from the consent calendar and that the matter shall be removed and addressed in the general business section of the meeting.”¹

Typically items placed on the Consent Calendar are not discussed. They’re generally matters which have been previously discussed and approved and are thus routine, such as the expenditure of

¹ See page 12 at <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>.

monies already appropriated for a budgeted expenditure where approval of the expenditure is sought. But that's not the case here.

So Why Has This Item Placed on the Consent Calendar? For starters, where in the "Background" section of staff's memorandum in support of this agenda item² has staff informed the Board why this item has been properly placed on the Consent Calendar? The answer is *nowhere*. Which means again, *staff is not adhering to Board policy*.

Because there is something nefarious about what staff has done, and for other reasons, on June 18, 2019 I sent an e-mail to the Board³ asking that:

1. This matter be taken off the Consent Calendar and transferred to the General Business Calendar; and,

2. Consideration of this matter be deferred to the next Board meeting given the LTBMU has expressed a willingness to entertain modifications which in part, remove any possibility IVGID will be financially responsible for maintenance associated with the Flume or for that matter *any* USFS managed trail.

But the fact this written statement has been submitted for inclusion in the minutes of this meeting means that prior to this meeting, no one informed me this matter was going to be transferred from the Consent Calendar, as requested. Hence as a protective measure, this written statement is submitted.

According to the USFS, the Purpose of This Proposed Agreement is Supposed to Be to Formalize Public Access to and the LTBMU's Responsibility For Maintenance, Improvement and Repair of That Portion of the Flume Trail Which Crosses Diamond Peak: Several days before the Board meeting I spoke to Jacob Quinn, Trails Engineer for the LTBMU, expressly with respect to the subject proposed agreement relating to the Flume Trail. Bottom line, Mr. Quinn shared with me that the USFS' intent in entering the subject agreement was threefold:

1. To secure the public's right of ingress and egress across that portion of the Flume Trail which crosses through Diamond Peak⁴;

² See pages 53-54 of the packet of materials prepared by staff in anticipation of this meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_6-19-19.pdf ("the 6/19/2019 Board packet")].

³ A copy of this e-mail is attached as Exhibit "A" to this written statement.

⁴ According to Mr. Quinn, at this stage the public's right is nothing more than a "handshake."

2. To define that it is the LTBMU's responsibility to maintain, repair and improve that portion of the Flume Trail which crosses through Diamond Peak, as well as to reconstruct part/all of the trail in case of calamity (such as major slide); and,

3. To secure access through Diamond Peak lands when necessary to maintain, repair, improve and reconstruct, if necessary, that portion of the Flume Trail which crosses through Diamond Peak.

When I First Read Staff's Assessment of the Proposed Agreement, it Appeared That Too Was Staff's Stated Intent⁵:

"The US Forest Service...is requesting the District enter into a maintenance agreement for the purpose of providing maintenance and improvements to the Incline Flume Trail within the Diamond Peak Ski Resort."

Therefore, Although it Seemed That the Proposed Agreement Was For the Primary Benefit of the USFS Rather Than IVGID, I Personally Had No Objections:

But That Was Before I Began to Read the Proffered Agreement and Began to See How Staff Have Again, Deceitfully Represented the Agreement's True Hidden Intent: That intent is gleaned from the following language in staff's supporting memorandum⁵:

"The purpose of the agreement is...for the cooperative planning, survey, design, construction, improvement, and maintenance of (all sorts of other) National Forest System Trails (in the Lake Tahoe Basin. Although) maintenance and improvements on the Incline Flume Trail through Diamond Peak shall be the responsibility of the LTBMU," under the proposed agreement, the planning, survey, and cost of the design, construction, improvement and maintenance of other USFS trails are likely to become the obligation, at least in part, of local parcel/dwelling unit owners because of IVGID staff!

For This Reason I Reached Out to Mr. Quinn Who Represented to Me He is Very Open to Considering Modifications to the Proposed Agreement in Order to Limit its Import to the Initial Intent Expressed Above:

The Description of This Agenda Item Violates the "Clear and Complete" Requirement of the Open Meeting Law ("OML"): We've had this discussion before. NRS 241.020(2)(d)(1) instructs that "notice of all meetings must...include...an agenda consisting of *a clear and complete statement of the topics scheduled to be considered during the meeting.*" This is known as the "clear and complete" rule.

⁵ See page 53 of the 6/19/2019 Board packet.

The agenda for this meeting describes this item⁶ as follows:

“Review, discuss, and possibly approve a maintenance agreement with the (LTBMU, USFS)...and the District within...APN: 126-010-60 (Diamond Peak) for the purpose of improvements and maintenance to the Include Flume Trail – USFS managed trail system.”

But *nowhere* does this agenda description put the public on notice of the fact that the proffered agreement deals with trails other than the Flume Trail, trails *other than* those over Diamond Peak, and trails over USFS property.

“The purpose of this agreement is to set forth...terms and conditions...for the cooperative planning, survey, design, construction, reconstruction, improvement...maintenance (and possible funding)...provided by the party not having jurisdiction⁷...of specific *National Forest System...roads, trails and ski runs under use by (either IVGID)...or the USFS which serve the National Forest* and also carry traffic.”⁸

For These Reasons, I Ask This Matter be Deferred Until the Next Board Meeting:

Consider the Aspects of the Proposed Agreement Which Open the Door to Far, Far, *More* Than Simply the Flume Trail:

1. It’s Not Just the Flume Trail as Represented: As stated above, it extends to trails other than the Flume Trail, trails *other than* those over Diamond Peak, and trails over USFS property;

2. It’s Not Just Maintaining, Repairing and Improving the Flume Trail: ¶1(d) of the proffered agreement⁸ states that it “provide(s) for regular and adequate maintenance...including the assignment of maintenance responsibilities...of (all) the roads/trails/ski runs identified in” the modifiable schedule of trails attached to the agreement;

3. It’s the Requirement to Secure the LTBMU’s Approval Whenever a Diamond Peak or Other IVGID Project is of Interest to the LTBMU: ¶6 of the proffered agreement⁹ states that IVGID “and the USFS...shall meet at least one each year to...agree on actions...including, but not limited to, (1)... changes in the listing of roads/trails/ski runs on Schedule A; (2) approval of (an) annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads/trails (regarding)...all matters of mutual concern;”

⁶ See page 2 of the 6/19/2019 Board packet.

⁷ See ¶4, page 60 of the 6/19/2019 Board packet.

⁸ See page 59 of the 6/19/2019 Board packet.

⁹ See page 62 of the 6/19/2019 Board packet.

4. **It's the Obligation to Contribute Financially to What is Represented to be LTBMU's Obligation to Maintain, Repair and Improve:** ¶¶4(a) and (b)(5) of the proffered agreement¹⁰ state that "when...a road/trail listed in Schedule A¹¹ is to be...improve(d)...a project agreement shall be entered into...as to how cost of the work is to be borne...by the party not having jurisdiction;"

5. **It's the Obligation to be Responsible for Other Matters Associated With USFS Trails:** ¶5 of the proffered agreement¹² states that "since any maintenance, construction, or other significant activities on the trails/roads/ski runs in the [Incline Flume Trail ("IFT") corridor of (somewhere else in) its vicinity will likely affect all facilities, cooperation and joint planning (will b)e a necessity;" and,

6. **It's the Obligation to Use IVGID Owned Facilities Available For Annual Meetings/ Continuing Consultation:** ¶6 of the proffered agreement⁹ states that IVGID's "General Manager...or designee...shall be responsible (in part) for making...arrangements for formal meetings and continuing consultation." Now where do you think those meetings are going to take place, and how much do you think staff is going to pay the public for using those facilities?

Ladies and Gentlemen, the Proposed Agreement is REALLY the Blueprint For Implementation of a Portion of the Diamond Peak Master Plan ("DPMP") Notwithstanding the Board Has Never Approved Any Aspect of the DPMP, the Tahoe Regional Planning Agency ("TRPA") Has Never Approved the DPMP, and a Majority of the Public DOESN'T WANT THE DPMP! Consider 5 of the proffered agreement which states "Diamond Peak...has a recreational trails plan¹³...which includes integration and use of the IFT" as well as all other roads/trails listed in Schedule A.

Because Staff is Being Intentionally Deceitful to the Board and the Public Insofar as What the Proffered Agreement is REALLY About, Local Parcel/Dwelling Unit Owners Cannot Rely Upon Staff to Look Out for Their Interests: For this reason when I reached out to the Board asking it remove this agenda item from the Consent Calendar, I also asked that this item be deferred to the next Board meeting to allow adequate time to secure necessary modifications. I also asked that a citizens' committee be created to draft an agreement which looked out for their interests, and I even agreed to be part of such a non-compensated committee to negotiate those modifications with the LTBMU.

Conclusion: Here the Board is presented with an agreement which is represented to be a pretty benign and limited maintenance agreement to just the Flume Trail. But when one gets into the weeds of the agreement, one sees that it's really a blueprint for a comprehensive trail system which gets incorporated into the DPMP. And once IVGID's boundaries and responsibilities expand, so will its need for money. Which is why the proposed agreement speaks, in part, of a division of costs and

¹⁰ See page 60 of the 6/19/2019 Board packet.

¹¹ Whether or not limited to the Flume Trail.

¹² See page 61 of the 6/19/2019 Board packet.

¹³ What plan do you think this is referring to? The DPMP of course.

responsibilities. This is just another step in un-elected staff's quest to forever expand IVGID's footprint so they and their colleagues have guaranteed jobs. And whenever this expansion occurs, local parcel/dwelling unit owners are the ones who involuntarily are forced to pick up the "tab."

Please vote to defer the hearing on an agreement with LTBMU, and if we cannot get an agreement which is limited to just LTBMU's responsibility to maintain the Flume Trail, we should agree to nothing.

And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees remain as high as they are. I've now provided more answers.

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

EXHIBIT "A"

Request to Remove Agenda Item F(2) [Agreement With LTBMU for Maintenance of the Flume Trail] From Consent Calendar Because it Cannot be Discussed and Then Postpone Item Because LTBMU Agrees to Modify to Eliminate Any Possibility IVGID Will be Asked to Financially Contribute in the Future

From: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
To: Wong Kendra Trustee
Cc: Callicrate Tim <tim_callicrate2@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Morris Peter <Peter_Morris@ivgid.org>, Horan Phil <horan_trustee@ivgid.org>, Herron Susan <Susan_Herron@ivgid.org>
Subject: Request to Remove Agenda Item F(2) [Agreement With LTBMU for Maintenance of the Flume Trail] From Consent Calendar Because it Cannot be Discussed and Then Postpone Item Because LTBMU Agrees to Modify to Eliminate Any Possibility IVGID Will be Asked to Financially Contribute in the Future
Date: Jun 18, 2019 10:21 AM

Dear Chairperson Wong and Other Honorable Members of the IVGID Board -

1. Please, at least one of you, remove this item from the Consent Calendar. How can you review, discuss and possibly approve a matter on the Consent Calendar? It needs to be on the General Business Calendar if you want to Review and Discuss.

2. Moreover, this proposed agreement doesn't qualify to go on the Consent Calendar. There is nothing ordinary about it. So why was it placed there and by who?

This isn't a capital purchase of an item already approved in the CIP budget.

3. Moreover, please postpone this matter altogether until the next Board meeting.

Yesterday I spoke at some length with Jacob Quinn of the LTBMU concerning the proposed agreement. After I shared my concerns Jacob told me he is amenable to modifying the proposed agreement to:

- a) Limit its reach to the portion of the Flume Trail which crosses over Diamond Peak; and,
- b) Ensure there is no possibility IVGID will ever be asked or required to pay anything in the future for the trail's maintenance, repair and reconstruction in case of a catastrophic event.

Hopefully modification of what has been presented in the Board packet can all be worked out within the next two weeks so a modified agreement can come back to the Board for approval.

Here's the problem and it re-occurs over, and over again. Regardless of what any of you would like to admit, your staff is not competent to negotiate much of anything, let alone an agreement like this. So why blindly accept whatever staff puts in front of you for approval as if it came from a true professional? Especially on the Consent Calendar no less.

We have a wealth of brain talent in this community, and it's not employed by IVGID. And it doesn't cost you anything. Why don't you tap into that talent to assist with matters such as these? Why don't you create one or more citizens committees to undertake tasks such as these so what gets presented to the Board has been reviewed by persons who have more experience than staff? And then let their work product be reviewed by staff. And then let staff present that product to the Board where it will probably pass community opposition.

And what's the financial cost to the District? ZERO!

And this frees up staff to work on other endeavors they're more suited to be working on.

BTW, I asked Jacob if he had any contact with the District's attorney insofar as creating of this agreement was concerned. And his answer was no. Your staff is not equipped to be taking on tasks such as these.

This agreement has problems. Although its intent is only to allow public access to the portion of the Flume Trail passing over Diamond Peak, and allowing for its maintenance, repair and reconstruction at LTBMU's expense, perpetually, it provides for far, far more. It shouldn't and I believe Mr. Quinn has agreed to modify its terms to make this point crystal clear.

Our staff doesn't have enough to do? We have to commit our staff to yearly, formal meetings to discuss trail maintenance which LTBMU already agrees is their sole obligation and expense? We need LTBMU sticking its head in IVGID projects having nothing to do with the Flume Trail? And vice versa? Why is this extraneous matter in an agreement like this?

Create a citizens committee with the power to negotiate with LTBMU, I volunteer. And let us come back with a scaled down agreement which is more to the point and ensures this project doesn't become another IVGID expense nor expansive footprint.

And I ask a copy of this e-mail be placed in the next Board packet so the public sees what I see.

Thank you for your consideration. Aaron Katz

WRITTEN STATEMENT REQUESTED TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 19, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM G(7) – APPROVING THE EXPENDITURE OF AN ADDITIONAL \$30,000 OR POSSIBLY MORE FIGHTING/APPEALING THE SUMMARY JUDGMENT RULING AGAINST IVGID IN MARK SMITH’S PUBLIC RECORD ACT CONCEALMENT LITIGATION

Introduction: Here attorney Beko asks the Board to approve the expenditure of an additional \$30,000 or possibly more with his firm, and appealing the trial judge’s order granting summary judgment against IVGID, in local resident Mark Smith’s pending litigation seeking remedies for IVGID’s concealment of requested public records. Given staff’s hiring of attorney Beko, and attorney Guinasso’s¹ “scorched earth” defense direction, regardless of cost, I and others recommend the Board respond with a resounding NO! And that’s the purpose of this written statement.

Some Preliminaries – Chairperson Wong Can Neither Vote Nor Advocate For the Passage of This Agenda Item: Not only is attorney Guinasso a named co-defendant in Mr. Smith’s pending litigation, so is Chairperson Wong. And not only is she a co-defendant. The cost of her legal defense is being paid for by we taxpayers! Moreover, NRS 318.0957(1)(b) makes it “unlawful for a member of the board...to be interested in any contract made by the board of which he or she is a member.” For these reasons, Chairperson Wong is precluded from voting on this agenda item.

NRS 281A addresses ethics in government. NRS 281A.420 addresses conflicts of interest. And NRS 281A.420(3) in particular addresses a public officer’s ability to vote or advocate the passage or failure of a matter where he/she has a conflict of interest. In particular,

“Public officer(s) shall not vote upon or advocate the passage or failure of ...a matter with respect to which the independence of judgment of a reasonable person in the public officer’s situation would be materially affected by:

- (a) The public officer’s acceptance of a gift or loan;
- (b) *The public officer’s significant pecuniary interest;* or
- (c) The public officer’s commitment in a private capacity to the interests of another person.

Because Ms. Wong is a named defendant in the subject litigation, her defense costs are being paid by IVGID, and if this measure does not pass, she personally will be subjected to paying her own defense costs, she has a significant pecuniary interest in the outcome of this agenda item. And as a result, she is barred from voting or advocating the passage of this agenda item.

Although NRS 281A.420(4)(b) instructs that “the provisions of this section are intended to require abstention only in clear cases where the independence of judgment of a reasonable person in

¹ Who is a co-defendant in this litigation.

the public officer's situation would be materially affected by the public officer's...significant pecuniary interest," here the reasonable person would conclude that Ms. Wong should abstain from voting on this measure.

Some Preliminaries – Whether or Not Chairperson Wong Can Vote or Advocate For the Passage of This Agenda Item, She Must Disclose Her Potential Significant Pecuniary Interest in its Passage: NRS 281A.420(1)(b) instructs that,

"Except as otherwise provided in this section, a public officer...shall not approve, disapprove, vote, abstain from voting or otherwise act upon a matter...In which the public officer or employee has a significant pecuniary interest...without disclosing information concerning the...significant pecuniary interest...that is sufficient to inform the public of the potential effect of the action or abstention upon the...public officer's...significant pecuniary interest...Such a disclosure must be made at the time the matter is considered. If the public officer...is a member of a body which makes decisions, the public officer...shall make the disclosure in public to the chair and other members of the body."

And notwithstanding the presumption of NRS 281A.420(4)(a)², it "does not affect the applicability of the (advance disclosure) requirements set forth in (NRS 281A.420) subsection 1 relating to the duty of the public officer to make a proper disclosure at the time the matter is considered and in the manner required by subsection 1." In other words, since Chairperson Wong has a significant pecuniary interest in the outcome of this agenda item, whether or not she can vote or advocate for the passage of this agenda item, she must make proper disclosure of the potential significant pecuniary interest.

Some Preliminaries – Trustee Morris Must Disclose His Potential Significant Pecuniary Interest in the Passage of This Agenda Item: Like Chairperson Wong, NRS 281A.420(1)(b) requires Trustee Morris to disclose his potential significant pecuniary interest in the passage of this agenda item. Trustee Morris is a defendant in a different piece of litigation. His defense is being provided by the same Beko lawfirm that is providing a defense to IVGID, Chairperson Wong and attorney Guinasso in the Mark Smith litigation. But Trustee Morris does not have the financial wherewithal to pay for his defense. The public strongly suspects that Trustee Morris' legal costs are somehow connected to IVGID's payment of attorney Beko's fees in the subject litigation with Mr. Smith³. For this reason the public believes Trustee Morris has a significant pecuniary interest in the outcome of this agenda item.

² "It must be presumed that the independence of judgment of a reasonable person in the public officer's situation would not be materially affected by the public officer's...significant pecuniary interest ...where the resulting benefit...accruing to the public officer...is not greater than that accruing to any other member of any general business, profession, occupation or group that is affected by the matter."

³ Trustee Morris refuses to share the particulars of his fee arrangement with the Beko lawfirm in this different piece of litigation.

And whether or not this is accurate, the public believes Trustee Morris has the affirmative obligation to disclose this pecuniary interest, in public, at the time this matter is considered.

The Board Never Voted to Retain Attorney Beko to Defend Against Mark Smith's Lawsuit Against IVGID, Chairperson Wong and Attorney Guinasso: Whether or not GM Pinkerton had the authority to make the decision to hire attorney Beko on IVGID's behalf without obtaining Board approval, and here he did not given NRS 318.115 instructs only "*the board shall have the power to sue and be sued*⁴, and be a party to suits, actions and proceeding," the decision to defend Mr. Smith's lawsuit and through the Beko law firm, was GM Pinkerton's⁵ and attorney Guinasso's, and it was made behind closed doors.

That Being the Case, Why is Attorney Beko All of a Sudden Asking the Board For Approval to Continue His Defense of IVGID, Chairperson Wong and Attorney Guinasso? Why doesn't he make his request to the same people who retained him? The fact he hasn't means the Board should visit what should have been the initial inquiry; whether to be a party to citizen Smith's lawsuit, whether to attempt to settle it by giving Mr. Smith access to the requested public records, and whether to pay for Chairperson Wong's and attorney Guinasso's personal representations along with IVGID's through attorney Beko's law firm.

The Board is Attorney Beko's Client: "IVGID" can only act by and through its Board of Trustees. And as aforesaid (NRS 318.115), when it comes to suing and being sued, *only* the Board has the power to make those decisions.

Given NRS 49.045 defines "client" as "a person, including a public officer, corporation, association or other organization or entity, either public or private, who is rendered professional legal services by a lawyer," insofar as the "lawyer-client" relationship is concerned, *the Board has always been the client*. Which explains why attorney Beko is now asking for Board rather than GM Pinkerton approval.

Although Confidential Communications Between an Attorney and His/Her Client Are Privileged, it is the Client Rather than Attorney Guinasso Who Has the Power to Claim or Waive the Attorney-Client Privilege: Although NRS 49.095(1) instructs that "between the client or the client's representative and the client's lawyer or the representative of the client's lawyer...(it is the) client

⁴ Furthermore, I and others I know believe *Comm'n on Ethics of Nevada v. Hansen*, 133 Nev. Adv. Op. 39, 396 P.3d 807 (2017) instructs that *only* the Board could retain attorney Beko and decide to be a party to Mark Smith's lawsuit because both matters involve in the expenditure of public monies.

⁵ According to attorney Beko, "General Manager Pinkerton approved the defense against th(is) litigation under the (alleged) authority given to him under IVGID Board Resolution No. 49...NRS Chapter 41, and Policy 3.1.0(f) & (g)" [see page 164 of the packet of materials prepared by staff in anticipation of this June 19, 2019 meeting {https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_6-19-19.pdf ("the 6/19/2019 Board packet")}]

(that) has (the) privilege to refuse to disclose, and to prevent any other person from disclosing, confidential communications,” Therefore attorney Guinasso never had the power to decide whether to assert privilege in response to Mr. Smith’s public records act requests.

Moreover, there is an issue as to whether the e-mails attorney Guinasso claimed were privileged, actually are privileged. Since the privilege is founded upon confidential communications, NRS 49.055 instructs that confidential communications are those “not intended to be disclosed to third persons other than those to whom disclosure is in furtherance of the rendition of professional legal services to the client or those reasonably necessary for the transmission of the communication.” Thus some or all of the withheld e-mails in question may not be privileged because their contents were not intended to be confidential, insofar as the attorney and client are concerned.

Additionally, NRS 49.105(1) instructs that it is the *client* (rather than the attorney) who may claim or waive the privilege.

Finally, NRS 239.010(3) instructs that even where a requested public record is deemed confidential, “a governmental entity...shall not deny a request...to inspect or copy...on the basis that the requested public book or record contains information that is confidential, if the governmental entity can redact, delete, conceal or separate the confidential information from the information included in the public book or record that is not otherwise confidential.” This means attorney Guinasso had a duty to redact the confidential from non-confidential portions of the e-mails he withheld, and turnover over the requested records in redacted format.

Given the gravamen of Mr. Smith’s lawsuit is the examination of communications attorney Guinasso claims are confidential and thus privileged, shouldn’t that decision have been made by the Board? Shouldn’t those e-mails have been shared with the Board so it could make an informed decision?

For all these reasons attorney Guinasso had a duty to turnover all of withheld e-mails in question to the Board, his client, so the Board could determine all of these issues. But attorney Guinasso refused and now seeks more public funds because of that refusal.

The Gravamen of Mark Smith’s Lawsuit is Whether Public Records He Requested to Examine Are Privileged Because of the Attorney-Client Privilege: According to attorney Beko, “all but 304 of the 13,(497⁶ pages of)...documents (requested to be examined by Mark Smith)...were privileged and confidential ...(Notwithstanding) Mr. Smith was informed of this decision in writing and...provided the appropriate legal authority, (he)...filed a lawsuit...After six months of litigation...the District Court decided...IVGID was legally obligated to provide Mr. Smith with a Privilege Log...when it withheld documents based upon the attorney-client privilege.”⁷ Given attorney Beko asserts “it remains

⁶ See page 167 of the 6/19/2019 Board packet.

⁷ See pages 160-161 of the 6/19/2019 Board packet.

unknown whether Mr. Smith will take further action to ask the Court to find that any of the withheld documents do not fall within the asserted (attorney-client) privilege,"⁶ the gravamen of Mr. Smith's lawsuit was and continues to be whether the requested public records are "confidential."

Because Attorneys Guinasso and Beko Have Refused to Share the Requested E-Mails With the Board So it Can Determine Whether Any or All Was/Were Intended to Be Confidential, and if So, Whether to Assert or Waive Any Privilege, Neither is Entitled to Additional Public Funds For a Legal Defense: Had these e-mails been shared with the Board, very early on, it is likely Mr. Smith never would have filed his lawsuit. But because of attorney Guinasso's and Beko's intransigence, the public has become embroiled in contentious litigation at a cost of \$100,000 or more (see discussion below). And for this the Board should blindly embrace attorney Beko's request this litigation be ratcheted up to an even higher level⁸, and at commensurable cost?

Attorney Beko's and Guinasso's Intransigence Have Unnecessarily Cost the Public Nearly \$100,000, and Likely A Lot More: According to attorney Becko, "for the period of August 2018 to present...(he) ha(s) accrued \$45,608.62 for legal fees and costs." He "estimates that \$15,000 will be needed to complete (pending) post-judgment (trial court) litigation," and an additional \$15,000... should...an Appeal of the District Court order...become necessary."⁹ That puts us at \$75,608.62 so far.

How much of this is recoverable by the District if attorney Beko is correct insofar as all of his legal challenges are concerned? The answer is *ZERO!* And here's why. NRS 239.011(1) instructs that "the requester (of a public book or record) may apply to the district court...for an order...permitting the requester to inspect or copy the book or record." NRS 239.011(2) instructs that "if the requester prevails, *the requester is entitled to recover his or her costs and reasonable attorney's fees* in the proceeding from the governmental entity whose officer has custody of the book or record." But there is no comparable language which allows a prevailing governmental entity to recover its' attorney's fees and costs.

Let's return to attorney Beko's memorandum. "Mr. Smith has asked the Court for an award of attorney fees and costs...in the amount of \$23,065." Given Mr. Smith has prevailed and NRS 239.011(2) instructs he "is entitled to recover his...costs and reasonable attorney's fees," it is not unreasonable to add this amount to attorney Beko's \$75,608.52 of attorney's fees. That now puts us at \$98,673.62. Nearly \$100,000.

I have conversed with Mr. Smith. And he tells me his attorney's fees in the trial court are going to greatly exceed \$23,065 by the time attorney Beko finishes with his scorched earth policy. And for similar reasons, Mr. Smith doesn't believe the District's future attorney's fees incurred in the trial Court are going to total anywhere near the \$15,000 estimated. They're going to accrue *a lot more!*

⁸ "IVGID's counsel believes...the Court's ruling should be challenged in order to obtain appellate review and clarification" (see page 168 of the 6/19/2019 Board packet).

⁹ See pages 169-170 of the 6/19/2019 Board packet.

Let's take attorney Beko's estimate of only \$15,000 on appeal. We've all seen Mr. Beko's handiwork when it comes to appeals, and he has demonstrated that his firm is incapable of completing an appeal for less than \$1,000.

When everything is said and done, *don't be surprised if this litigation has cost the District \$200,000 in defense costs, if not more!* And for what?

Attorney Beko's Attorney's Fees and Costs Have Cost the District Comparably Four Times Those of Mr. Smith: I have been informed by Mr. Smith that his attorney has charged him fees at \$300 per hour. From Mr. Beko's previous billing statements, he was charging IVGID \$165 per hour. Given Mr. Beko's \$45,608.52 of fees and costs to date is nearly twice as much as Mr. Smith's \$23,065; and, given his hourly rate to IVGID is nearly half as much as Mr. Smith's attorney's; it means Mr. Beko must have spent nearly four times the time Mr. Smith's attorney has spent.

Something is not right here. I don't know the reasons, however, I make this observation for what it is worth.

This Isn't the First Time IVGID Staff Have Unilaterally Cost Taxpayers Hundreds of Thousands of Dollars in Attorney's Fees Without First Coming to the Board for Approval/Direction: Consider,

IVGID v. Governance Sciences Group, Inc. ("CSGI"): Can any of us forget how GM Pinkerton and attorney Guinasso conspired amongst themselves to initiate a lawsuit against local citizen Kevin Lyon's CSGI aka Flash Vote service for allegedly stealing confidential IVGID customer information? When attorney came to the IVGID Board asking for more money after GM Pinkerton's unilateral \$50,000 spending authority was about to run out, the Board was outraged and instructed Mr. Guinasso to settle the litigation. Although a settlement was reached, it cost IVGID a \$10,000 contribution to the High School in lieu of payment to Mr. Lyons, on top of the \$60,000 or more in fees paid to Mr. Guinasso. All without Board approval;

IVGID v. Frank Wright: several years ago Mr. Wright bought a small claims action against IVGID to recover two years worth of Recreation Facility Fees ("RFFs"). Although IVGID didn't require an attorney in small claims court, staff engaged the services of the late Scott Brooke. When Mr. Wright's case was dismissed at the trial level, he appealed to District Court. After he was unsuccessful on appeal, Mr. Guinasso's partner, Devon Reese, initiated an attorney's fee proceeding against Mr. Wright for harassment. In that proceeding Mr. Reese attempted, unsuccessfully, to recover approximately \$3,200 of attorney's fees against Mr. Wright. Again, all without Board approval.

Katz v. IVGID: of course we all recall the retaliatory action IVGID staff took against me, again, all without Board approval. Although this case is still pending on appeal, we don't know the full extent of fees and costs IVGID has incurred. However with two appeals, the number is probably close to \$450,000. Like Mr. Wright, IVGID staff conspired with attorneys Guinasso and Beko to go after me without Board approval.

Smith v. IVGID: And now the same set of facts is being played out with attorney Beko. And again after what looks like a cost to IVGID of \$100,000 or more, all of this has been occasioned without Board approval.

Conclusion: Who's running the bus here? I say it's time to put a stop to this "dig your heels into the dirt and fight to the ends of the earth" at local property owners' expense. There are ways to settle litigation without acting as your un-elected staff have acted for decades. I say deny attorney Beko's request and put an end to Mark Smith's litigation. Isn't it a far more judicious use of taxpayer dollars to simply turn over the public records Mr. Smith had to sue to examine?

And you wonder why the RFF remains as high as it is? Now I've provided more answers.

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

WRITTEN STATEMENT REQUESTED TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 19, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM G(2) – SPENDING \$1.285 MILLION OR MORE RENOVATING THE TENNIS CENTER GIVEN FINN CONSULTING REPORTS THAT 84% OF SURVEYED PARCEL/DWELLING UNIT OWNERS/THEIR TENANT(S) NEVER FREQUENT THE TENNIS CENTER, AND ANOTHER 5% FREQUENTED THE TENNIS CENTER THIS LAST YEAR ONLY ONCE OR AT BEST TWICE

Introduction: Here staff asks the Board to begin the expenditure of \$1.285 million or more on renovations to the Tennis Center¹. In my May 22, 2019 written statement in opposition to the Board's expenditure of \$1.464 million on enhanced Mountain Golf Clubhouse improvements², I stated to the Board that with updated increased estimated costs to:

1. Construct proposed Mountain Golf Clubhouse enhancements;
2. Purchase \$800,000 worth of personal property (a Diamond Peak snowplow, 58 Mountain Golf carts, and a Championship Golf lawn mower);
3. Repair the Burnt Cedar Beach pool;
4. Carry forward \$1.702 million of funded yet not completed previously approved capital improvement projects ("CIPs"); and,
5. Withhold sufficient funds for phases 1(a) and 1(b) of the Diamond Peak Master Plan; and,
6. Construct the Tennis Center's proposed renovations;

We were out of money! In fact, we would be spending over \$2.442 million *MORE* than the CIP portion of our proposed 2019-20 Recreation Facility Fee ("RFF"), and our available unrestricted fund balance.

But now we have evidence that 84% of local parcel/dwelling unit owners never use the Tennis Center, and if we add those who only used it once or twice in the last year, the number climbs to a whopping 89%. For these and other reasons, I urge the Board to vote against this project and in its place, save the money for future CIPs prioritized by a far greater percentage of surveyed parcel/dwelling unit owners. And that's the purpose of purpose of this written statement.

¹ See pages 67-79 of the packet of materials prepared by staff in anticipation of this June 19, 2019 Board meeting [https://www.yourtahoepace.com/uploads/pdf-ivgid/BOT_Packet_Regular_6-19-19.pdf ("the 6/19/2019 Board packet")].

² See pages 277-278 of the 6/19/2019 Board packet.

The Cost of This Project is Going to Greatly Exceed the Estimated \$1.285 Million: Let's recall that when GM Pinkerton first introduced this project to the public at the Board's March 18, 2019 meeting³, he represented its estimated cost to total \$700,000. Now that cost has mushroomed to a whopping \$1.285 million. And this number doesn't include allocated staff time which gets added to actual construction costs because if we didn't include this cost, we'd have to hire someone else to administer our CIPs at an alleged higher cost. Based upon previously identified allocated staff costs when compared to actual construction costs (insofar as the effluent pond liner project was concerned), I estimate these additional allocated staff costs to total \$1,092,500. That brings the likely real cost of this project to nearly \$2.4 million!

The F'inn Consulting Survey: At pages 5-46 of the 6/19/2019 Board packet F'inn Consulting presents an analysis of a recent survey to Incline Village/Crystal Bay parcel/dwelling unit owners and/or their tenants which in part, measured their use of IVGID owned recreational facilities⁴. Simply stated, 84% of those responding stated that they *NEVER* use the Tennis Center. Add to that number those responders who used the Tennis Center once⁵ or at best twice in the last year, and the percentage of non-users balloons to an unbelievable 89%!

What is the Justification for Forcing 84% of Local Parcel/Dwelling Unit Owners/Their Tenants Who NEVER Use the Tennis Center and Another 5% of Local Parcel/Dwelling Unit Owners/Their Tenants Who Used Those Improvements Once or at Best Two Times Last Year (That's a Total of 89%), to Involuntarily Finance \$1.285 Million or More of Renovations to the Tennis Center? And remember, this is on top of the \$164,000 in other Tennis Center overspending they were *involuntarily* forced to subsidize in 2018-19 with their RFF⁶!

Given Most of Those Who Spoke to the Board on August 24, 2016 in Favor of These Improvements⁷ Who Really Use the Tennis Center Exclusively For Pickleball, What is the Justification

³ See page 65 of the packet of materials prepared by staff in anticipation of the Board's March 18, 2019 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_3-18-19.pdf ("the 3/18/2019 Board packet")].

⁴ See page 24 of the 6/19/2019 Board packet. A copy of that page with asterisks next to Mountain Golf Course usage in particular, is attached as Exhibit "A" to this written statement.

⁵ Remember, many of those responding may have only frequented this recreational facility once, when it was offered for no charge, as part of customer appreciation day(s).

⁶ See page 193 of the packet of materials prepared by staff in anticipation of the Board's May 22, 2019 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-22-19.pdf ("the 5/22/2019 Board packet")].

⁷ See pages 160-162 of the packet of materials prepared by staff in anticipation of the Board's September 28, 2016 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Regular_Packet_9-28-16.pdf ("the 9/28/2016 Board packet")].

for Forcing 91% of Local Parcel/Dwelling Unit Owners/Their Tenants Who NEVER Use the Tennis Center For Pickleball, and Another 3% of Local Parcel/Dwelling Unit Owners/Their Tenants Who Used Those Improvements For Pickleball Once or at Best Twice During the Last Year (That's a Total of 94%), to Involuntarily Finance \$1.285 Million or More of Renovations to the Tennis Center?

Staff and the Board Are Ignoring Local Parcel/Dwelling Unit Owners' Preferences as to How Their RFF is Spent: Design Workshop has surveyed local parcel/dwelling unit owners as to their CIP project prioritizations assuming no increase in the RFF. A summary of that prioritization appears at page 137 of the 6/19/2019 Board packet. By spending \$1,228,385 of past/present RFFs on Tennis Center renovations, staff and the Board are ignoring a majority of local parcel/dwelling unit owners' preferences as to what the money be spent on; i.e.,

1. Connecting the public's recreational venues to create a connected trail system and walking loop;
2. A dedicated dog park;
3. Dedicated rectangle athletic fields;
4. Expansion of the Recreation Center; and only then,
5. Projects called out in the Beach Recreation Enhancement Opportunities, Tennis Center Facilities Assessment and Master, and Diamond Peak Master Plans.

Conclusion: For these reasons I urge the Board to *NOT* go forward with this project which is supported by so *few* parcel/dwelling unit owners. Instead the monies should be spent on proposed CIP projects which have a higher priority!

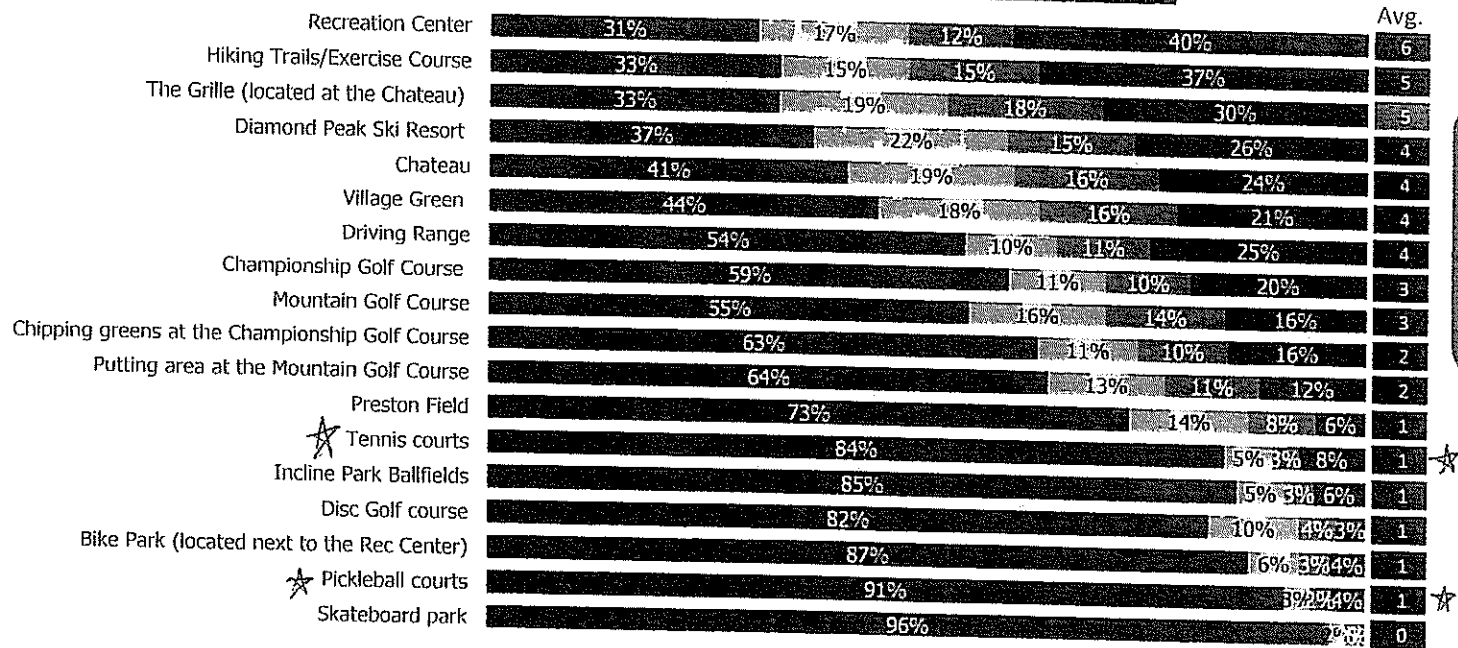
And you wonder why the RFF remains as high as it is? Now I've provided more answers.

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

EXHIBIT "A"

General amenities and skiing are most frequently used amenities

Amenities Usage



The Grille:
 avg. # of uses increased from 3 in 2016 to 5 and "have not used" dropped from 50% to 33%

■ 0 – Have not used ■ 1-2 times ■ 3-5 times ■ 6 or more times



In the past 12 months, how many times have you used each of the following amenities? (Select one per row)

WRITTEN STATEMENT REQUESTED TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 19, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENTS – WHY DID THE BOARD VOTE TO SPEND \$1.464 MILLION OR MORE “ENHANCING” THE MOUNTAIN GOLF COURSE CLUBHOUSE GIVEN FINN CONSULTING REPORTS THAT 55% OF SURVEYED PARCEL OWNERS/THEIR TENANT(S) NEVER OCCASION THE GOLF COURSE, AND ANOTHER 16% OCCASIONED THE GOLF COURSE THIS LAST YEAR ONLY ONCE OR TWICE?

Introduction: At the Board’s May 22, 2019 meeting a divided majority (3 to 2) voted to approve spending \$1.464 million on enhanced improvements to the Mountain Golf Course Clubhouse¹. In my written statement in opposition to this agenda item², I informed the Board that:

1. Since we are only recovering \$300,000 of this sum in insurance proceeds;
2. There is a deficiency of an estimated \$1.164 million just in construction costs; and,
3. There is an additional deficiency of \$44,385 insofar as design, engineering and permit costs already expended which are not included in staff’s \$1.164 million estimate.

All told, that’s at least \$1,228,385 more in construction costs than the \$300,000 in insurance proceeds we expect to receive.

My written statement in opposition to this agenda item went on to state that since staff incurs time and out-of-pocket costs insofar as every one of the District’s capital improvement projects (“CIPs”) because according to GM Pinkerton, if we didn’t use in-house staff, we’d have to hire someone else to administer our CIPs at an allegedly higher cost, allocated staff costs need to be assigned and added to appropriated construction costs in order to provide a complete estimate. Based upon the percentage of allocated staff costs incurred with the effluent pond liner project, I estimated these additional allocated staff costs insofar as the subject Mountain Golf Clubhouse project to total \$1.23 million. So if we include allocated staff costs in staff’s estimated construction cost estimate, the global cost to the public is closer to \$2.46.

For these and other reasons, at the Board’s May 22, 2019 meeting I urged the Board to vote *against* the enhanced clubhouse project and in its place, to use the \$300,000 of insurance proceeds to simply repair the clubhouse’s fire-damaged kitchen.

But now we have evidence that 55% of local parcel/dwelling unit owners *never* use the Mountain Golf Course (let alone its clubhouse), and if we add those who only use this facility once or

¹ See pages 185-189 of the packet of materials prepared by staff in anticipation of the Board’s June 19, 2019 meeting [[https://www.yourtahoepalace.com/uploads/pdf-ivgid/6-19-19_Item_1.1._-Approval_of_Minutes_-_May_22_2019.pdf](https://www.yourtahoepalace.com/uploads/pdf-ivgid/6-19-19_Item_1.1_-_Approval_of_Minutes_-_May_22_2019.pdf) (“the 6/19/2019 Board packet”).]

² See pages 274-297 of the 6/19/2019 Board packet.

twice in a year, the number climbs to 71%. Which means less than 30% of local parcel/dwelling unit owners actually use this facility (without evidence they actually use its clubhouse). And that's the purpose of purpose of this written statement.

The F'inn Consulting Survey: At pages 5-46 of the 6/19/2019 Board packet, F'inn Consulting presents an analysis of a recent skewed survey to Incline Village/Crystal Bay parcel/dwelling unit owners and/or their tenants which in part, measures their actual use of IVGID owned recreational facilities³. Simply stated, 55% of those responding stated that they *NEVER* use the Mountain Golf Course (let alone its clubhouse portion). And if we add to that number those parcel/dwelling unit owners/their tenants who used the Mountain Golf Course once⁴ or at a maximum twice in the last year, the percentage of those who do not frequent this recreational facility balloons to 71%!

What is the Justification for Forcing 55% of Local Parcel/Dwelling Unit Owners/Their Tenants Who NEVER Use the Mountain Golf Course, Let Alone its Clubhouse, and Another 16% of Local Parcel/Dwelling Unit Owners/Their Tenants Who Use Those Facilities Once or at Best Two Times Annually (That's a Total of 71%), to Involuntarily Finance \$1,228,385 or More of Enhanced Improvements? And remember, this is on top of the \$517,000 in other Mountain Golf overspending they were *involuntarily* forced to involuntarily subsidize in 2018-19 with their Recreation Facility Fees⁵ ("RFFs")!

On May 22, 2019 a Handful of "Tunnel Visioned" Parcel/Dwelling Unit Owners Convinced a Majority of the Board to Go Forward With This Project With the Intent This Same Clubhouse be Razed Within the Next Five (5) Years and Replaced With a New Clubhouse: Listen to some of these parcel owners' comments:

*"I am certainly in support of a completely rebuilt clubhouse, but not at this time. It...should be well researched, and discussed with the community. And as we all know, that takes years. In the meantime, we urge this Board of Trustees to support and approve the (proposed) budget as written and submitted as it includes what the Mountain Niners, the golfing community at large, and our visitors need."*⁶

³ See page 24 of the 6/19/2019 Board packet. A copy of that page with asterisks next to Mountain Golf Course usage in particular, is attached as Exhibit "A" to this written statement.

⁴ Remember, many of those responding may have only frequented this recreational facility once, when it was offered for no charge, as part of customer appreciation day(s).

⁵ See page 193 of the packet of materials prepared by staff in anticipation of the Board's May 22, 2019 meeting [https://www.yourtahoepace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-22-19.pdf ("the 5/22/2019 Board packet")].

⁶ IVGID livestreams its Board's meetings (<https://livestream.com/accounts/3411104>). And the livestream of the Board's May 22, 2019 meeting ("the 5/22/2019 livestream") appears at

“I know there is consideration of tearing down and rebuilding the clubhouse andI’m inclined to support that but I think what we really need right now (are) renovations that will allow us to have a viable clubhouse for the next five or six years...I think we can implement the renovations, have a viable clubhouse, and then *also begin to explore whether we want to long term to tear down the clubhouse and rebuild it.* As Elyse noted that’s a very long process that could take five or six years”⁷.

Now who do you think put these well meaning women to urge for a band aid fix now, with a total renovation/replacement option five or six years from now? Or stated differently, let’s waste \$1.228 million, \$2.46 million or even more now, with the intent of throwing away this investment in five or six years by razing the current clubhouse and replacing it with a new multi-million dollar version. The answer is our un-elected staff who care little about the wisdom of overpaying for a wasteful CIP. Incredible!

Remember, under my suggestion, we would retain a fully functioning clubhouse while replacing the damaged kitchen area with a newer and better version, and saving an unnecessary \$1.228 million, \$2.46 million or even greater expenditure. But that would be *contra* to our un-elected staff’s agenda.

Staff, the Board and a Handful of “Tunnel Vision” Parcel/Dwelling Unit Owners Are Ignoring Local Parcel/Dwelling Unit Owners’ Preferences as to How Their RFF is Spent: Design Workshop has surveyed local parcel/dwelling unit owners as to their CIP project prioritizations without increasing the RFF. A summary of that prioritization appears at page 137 of the 6/19/2019 Board packet.

By spending \$1,228,385 of past/present RFFs on enhancements to the Mountain Golf Clubhouse, staff, the Board and a handful of biased parcel/dwelling unit owners are arrogantly ignoring the preferences of a majority of local parcel/dwelling unit owners: i.e., connecting the public’s recreational venues to create a connected trail system and walking loop; a dedicated dog park; dedicated rectangle athletic fields; expansion of the Recreation Center; and only then, projects called out in the Beach Recreation Enhancement Opportunities, Tennis Center Facilities Assessment and Master, and Diamond Peak Master Plans.

Conclusion: And you wonder why the RFF remains as high as it is? Now I’ve provided more answers.

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

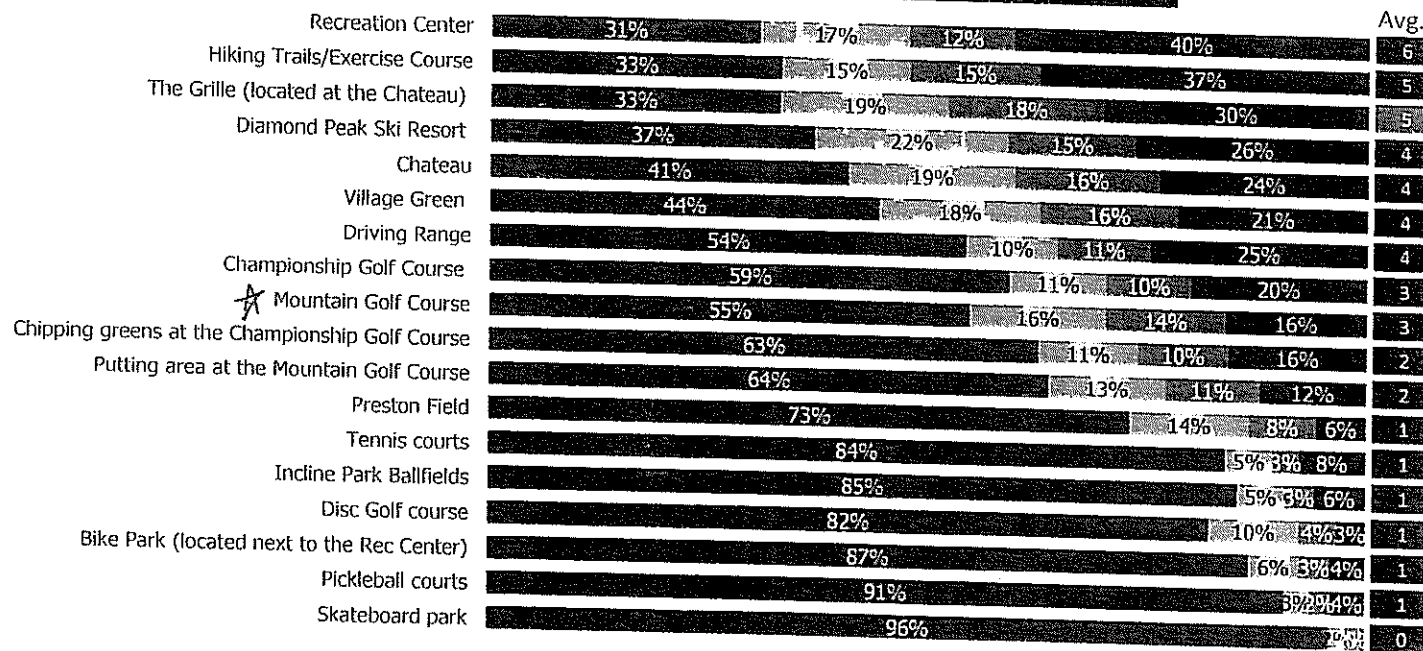
<https://livestream.com/IVGID/events/8690184/videos/191596067>. Elyse Gut’s comments to the Board appear at 21:04-21:31 of the 5/22/2019 livestream.

⁷ Joanne Sheehy’s comments to the Board appear at 23:16-24:12 of the 5/22/2019 livestream.

EXHIBIT "A"

General amenities and skiing are most frequently used amenities

Amenities Usage



The Grille:
 avg. # of uses
 increased from 3
 in 2016 to 5 and
 "have not used"
 dropped from
 50% to 33%



In the past 12 months, how many times have you used each of the following amenities? (Select one per row)

0 - Have not used 1-2 times 3-5 times 6 or more times

WRITTEN STATEMENT REQUESTED TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 19, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM I(1) – APPROVAL OF PROFERRED MINUTES OF THE BOARD’S MAY 22, 2019 MEETING

Introduction: The proposed minutes to the Board’s May 22, 2019 meeting¹ include a series of written statements submitted by members of the general public². At pages 216-223 of the 6/19/2019 Board packet the reader will find written statements authored by Elyse Gut, Michelle Jezycki, Jeannie Reeth, Karen A. Gotelli, Blaine Foltz, Al and Judy Cabito, Nancy Manter and Joanne Sheehy. Michelle Jezycki, Jeannie Reeth, Karen A. Gotelli, Blaine Foltz, Al Cabito, Judy Cabito, and Nancy Manter were not present at the Board’s May 22, 2019 so they did not address the IVGID Board and ask that their written remarks be attached to the minutes of that meeting. Instead they were proffered by Elyse Gut purportedly on their behalf. Although Joanne Sheehy did address the IVGID Board and proffer her own written remarks, she did not ask they be attached to the minutes of that meeting. Notwithstanding, these seven (7) written remarks are attached to the proffered minutes of the Board’s May 22, 2019 meeting and for the reasons hereafter stated I object. And that’s the purpose of this written statement.

Michelle Jezycki, Jeannie Reeth, Karen A. Gotelli, Blaine Foltz, Al Cabito, Judy Cabito, and Nancy Manter Were Not Present at the Board’s May 22, 2019 Meeting: Listen to Elyse Gut’s written statement which appears at page 216 of the 6/19/2019 Board packet:

“I am submitting...six (6) exhibits from other members of the Mountain Niners who could not be present tonight.”

If the reader examines the six (6) exhibits attached to the proffered minutes of the Board’s May 22, 2019 meeting, in addition to Ms. Gut’s, he she will see they have been authored by Michelle Jezycki, Jeannie Reeth, Karen A. Gotelli, Blaine Foltz, Al and Judy Cabito, and Nancy Manter.

Elyse Gut Submitted the Written Remarks of Persons Other Than Herself, When She Addressed the Board at its May 22, 2019 Meeting: Listen to Elyse Gut’s oral comments to the Board during its public hearing portion of its May 22, 2019 meeting:

¹ See pages 177-305 of the packet of materials prepared by staff in anticipation of the Board’s May 22, 2019 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/6-19-19_Item_I.1._-_Approval_of_Minutes_-_May_22_2019.pdf (“the 6/19/2019 Board packet”).]

² See pages 212-305 of the 6/19/2019 Board packet.

*"I am submitting...my own written statement, as well as six (6) letters from (seven) other members of the Mountain Niners who could not be present tonight."*³

Although Joanne Sheehy Was Present at the Board's May 22, 2019 Meeting, Did Address the IVGID Board and Did Proffer Her Own Written Remarks, at No Time, Orally or in Writing, Did She Request They be Attached to the Minutes of That Meeting: Ms. Sheehy's proffered written remarks appear at page 223 of the 6/19/2019 Board packet. A close inspection reveals that nowhere has Ms. Sheehy requested that these written remarks be attached to the minutes of the Board's May 22, 2019 meeting.

Ms. Sheehy's oral remarks addressed to the IVGID Board on May 22, 2019 appear at 22:14-24:20 of the 5/22/2019 livestream. A close inspection reveals that nowhere did Ms. Sheehy request that her written remarks be attached to the minutes of the Board's May 22, 2019 meeting.

OAG File No. 13897-263: This is the OAG file number assigned to a February 12, 2018 OML complaint I filed with the OAG. My complaint accused IVGID staff of intentionally omitting written statements submitted by members of the public (Frank Wright, Aaron Katz, Linda Newman and Cliff Dobler) expressly requested to be included in three different sets of Board meeting minutes. Chairperson Wong with attorney Guinasso's encouragement refused to include these written remarks because Aaron Katz, Linda Newman and Cliff Dobler were not physically present to address the Board, Frank Wright and Judy Miller couldn't submit their written remarks in their absence, and with request to Frank Wright's written remarks, he did not expressly request they be included in the minutes of the meeting where he submitted them.

On June 26, 2018 the OAG issued a letter in response determining no OML violations ("letter"). The letter construed NRS 241.035(1)(d) as follows:

"NRS 241.035(1)(d) requires inclusion of the prepared written remarks of a member of the general public in the minutes of a public body *only* if the member of the general public makes remarks to the public body during a meeting and requests his (written) remarks be (included) in the minutes."⁴

Based upon this construction of NRS 241.035(1)(d) the OAG determined that:

³ IVGID livestreams its Board's meetings. Those livestreams appear at <https://livestream.com/accounts/3411104>, and the livestream of the Board's May 22, 2019 meeting ("the 5/22/2019 livestream") appear at <https://livestream.com/IVGID/events/8690184>). Ms. Gut's quoted oral remarks appear at 19:32-22:08 of the 5/22/2019 livestream.

⁴ See page 3 at http://ag.nv.gov/uploadedFiles/agnv.gov/Content/About/Governmental_Affairs/AGO_File_13897-263.pdf.

1. Since Frank Wright did not expressly ask that his proffered written statement be included in the minutes, that statement was not required to be included in the minutes of the Board's September 13, 2017 meeting;

2. Since my proffered written statement was not physically submitted in person, it was not required to be included in the minutes of the Board's September 26, 2017 meeting; and,

3. Since Linda Newman's and Cliff Dobler's joint proffered written statement was not physically submitted in person by either or both of these individuals, that statement was not required to be included in the minutes of the Board's February 21, 2018 meeting.

For These Same Reasons, the Proffered Written Statements of Michelle Jezycki, Jeannie Reeth, Karen A. Gotelli, Blaine Foltz, Al and Judy Cabito, Nancy Manter, and Joanne Sheehy Are Not Required to be Included in the Minutes of the Subject May 22, 2019 Meeting Minutes:

The Board Does Not Have the Discretion to Allow Written Remarks From Some Members of the Public Who Do Not Address the Board in Person or Who Do Address the Board and Submit Written Remarks, Yet Fail to Expressly Request That Those Remarks be Included in the Minutes of That Meeting, Yet to Deny Inclusion of Similar Written Remarks From Other Members of the Public: Discretion, to the extent it exists, *must* be exercised uniformly to in essence allow *all* proffered written remarks to be included⁵. To rule otherwise "leads to...self-censorship and would deter protected speech" [see OAG File No. 11-024 (November 21, 2011)]. "It is patent that th(is)...right...to speak, write, and publish, cannot be abused until it is exercised, and before it is exercised there can be no responsibility" [*Dailey v. Superior Court*, 112 Cal. 94, 97, 44 P. 458 (1896)].

Conclusion: Personally, I am in favor of *every* member of the public's written remarks being attached to the minutes of the Board's meetings, where they are requested to be included, even where the author is not physically presented, doesn't address the Board and doesn't expressly request that his/her comments be include. However, if the Board is going to pick and choose whose proffered written remarks get included, and whose get excluded, it's an all or nothing proposition. Since this Board excluded the proffered written remarks of Frank Wright, myself, Linda Newman and Cliff Dobler, I ask the similar written remarks authored by Michelle Jezycki, Jeannie Reeth, Karen A. Gotelli, Blaine Foltz, Al and Judy Cabito, Nancy Manter, and Joanne Sheehy be excluded. Thus I object to approval of the minutes of the Board's May 22, 2019 meeting if they include these written remarks.

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

⁵ See §7.05 of the OML Manual at page 69: "Once the right to speak (or submit written statements for inclusion in the minutes) has been granted by the Legislature...the full panoply of (constitutional) rights attaches to the public's right to speak" and submit written statements, expressly including the Equal Protection Clause to the U.S. Constitution.

WRITTEN STATEMENT REQUESTED TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 19, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENTS – WHEN IS THE IVGID BOARD GOING TO COMPEL IVGID STAFF TO MAKE LEGITMATE PUBLIC RECORDS AVAILABLE FOR PUBLIC EXAMINATION?

Introduction: Nevada’s Public Records Act [“NPRA” (see NRS 239.001, et seq.¹)] addresses the public’s right “to access...inspect and copy public books and records”² of “governmental entities” which are political subdivisions³ or “perform local governmental functions,”⁴ such as general improvement districts⁵ (“GIDs”). According to NAC 239.101⁶, the public “record(s) of a local governmental entity...mean...information that is created or received pursuant to a law or ordinance, or in connection with the transaction of the official business of any office or department of a local governmental entity, including, without limitation, *all* documents, papers, letters, bound ledger volumes, maps, charts, blueprints, drawings, photographs, films, newspapers received pursuant to NRS 247.070, recorded media, financial statements, statistical tabulations *and other documentary materials or information*, regardless of physical form or characteristic.” In other words, essentially *all documents, documentary materials and information that is created or received by a governmental entity in connection with the transaction of official business.*

But IVGID staff have repeatedly demonstrated the propensity to conceal public records whenever they reveal facts contrary to the biased agendas they promote, or embarrassing, inappropriate or unlawful conduct by their fellow public employee colleagues/favored collaborators. And when this occurs, rather than protecting the public, IVGID's attorney, Jason Guinasso, who was purportedly hired to serve the public, tells requesters that if they don't like staff's concealment they should exercise their remedy under the NPRA. In other words, they can “apply to the district court in the county in which the book or record is located for an order: (a) permitting the requester to inspect or copy the book or record; or, (b) requiring the person who has legal custody or control of the public book or record to provide a copy to the requester.”⁷ Stated differently, they can file, prosecute and pay for a private lawsuit.

¹ Go to <https://www.leg.state.nv.us/NRS/NRS-239.html#NRS239>.

² See NRS 239.001(1).

³ NRS 239.005(1)(a) defines “governmental entity,” in part, as “an elected or appointed officer of...a political subdivision of this State.”

⁴ See NRS 239.121(3).

⁵ According to NRS 281A.145, GIDs are “political subdivision(s) of this State” because they are “local government(s) as defined in NRS 354.474;” i.e., they are “organized pursuant to chapter...318.”

⁶ Go to <https://www.leg.state.nv.us/nac/NAC-239.html#NAC239Sec101>.

⁷ See NRS 239.011(1).

Should this be the remedy for our local citizens? Since I have requested public records IVGID staff are intentionally concealing, one would think this should be a matter of concern for the IVGID Board inasmuch as NRS 318.185 declares that the Board, rather than unelected staff, "shall have the power to prescribe the duties of officers, agents, employees and servants." Accordingly, why place a member of the public in the position of having to bring suit against IVGID just to examine records the Legislature has declared must be made available for public examination? For these reasons I have asked that the Board put an end to its staff's concealment of public records. And that's the purpose of this written statement.

My Request to Examine Records Related to Alleged Staff Costs Allocated to the Enhanced Mountain Golf Course Clubhouse Improvement Project: On May 20, 2019 I made a NPRA request to examine public records evidencing:

1. The identi(ties of) each IVGID employee who has devoted any time, effort or out of pocket cost associated with repairs/replacements associated with the Mountain Golf Course clubhouse improvement project;
2. The date(s) when each such effort(s) was advanced;
3. A description of the effort(s) advanced by each such IVGID employee;
4. The time spent for each such effort(s) advanced; and,
5. The out of pocket cost for each such cost advanced.

I also asked to examine public records:

6. Evidencing all payments to BJG Architecture - Engineering and Smith Design Group or any other third party associated with the Mountain Golf Course clubhouse improvement project. Invoices and evidences of payment would be sufficient.

I also asked to examine:

7. Food and beverage records or food and beverage reimbursement records which evidenced all such costs expended by/on behalf of IVGID since January 1, 2017 associated in any manner whatsoever with the Mountain Golf Course clubhouse improvement project.

I also asked to examine:

8. Records evidencing all free or discounted user fees given at any IVGID owned recreational venue and/or the beach to any non-IVGID employee, associated in any manner whatsoever with the Mountain Golf Course clubhouse improvement project. I stated these records should:

- a) Identify each non-IVGID employee who has been given free or discounted user fees;
- b) The date(s) when each such free/discounted recreational venue access was advanced; and,

c) The retail value for each such free/discounted recreational venue access advanced.

9. Finally, since several years ago IVGID elected to replace the Mountain Golf Course clubhouse deck and at the same time, make a series of other improvements/repairs to the clubhouse (like siding), I asked to examine the following public records with respect to those improvements:

a) All such repairs made non-IVGID employees, including the identity of the tradeperson(s), and the nature of the work performed and their cost;

b) All such materials supplied by non-IVGID sources, including their supplier and cost;

c) All such architectural/design work/plans provided by non-IVGID sources, including their supplier and cost;

d) All such permits obtained including their cost;

e) Identifying each IVGID employee who devoted any time, effort or out of pocket cost associated with these repairs/replacements;

f) The date(s) when each such effort(s) was advanced;

g) A description of the effort(s) advanced;

h) The time spent for each such effort(s) advanced; and,

i) The out of pocket cost for each such cost advanced by an IVGID employee.

Rather than making the requested public records available for my examination, later that same day Susan Herron, IVGID's Public Records Officer ("PRO"), refused to permit examination. Instead she disingenuously claimed "ignorance" asking for more information: "vendor name(s) for the records (I was) seeking."

Because Ms. Herron did not require vendor names for ¶¶1-8 above, later that same day I replied to Ms. Herron stating "I w(ould)...search in an effort to discover the...identities" of the vendors described in ¶9 above, however "in the meantime, I await(ed) the allocated staff cost(/other) records requested."

Given NRS 239.0107(1) requires "the person who has legal custody or control of a (requested) public book or record (to)...allow the (requester) to inspect or copy the (requested) public book or record...not later than the end of the fifth business day after the date on which the person who has legal custody or control of a public book or record of a governmental entity receives a written or oral request from a" requester, and as of June 7, 2019 (eighteen days) the PRO had not informed me that the public records described in ¶¶1-8 above were available for my examination, I sent her another e-

mail, as NRS 239.0107(1)(c)(2) instructs⁸, asking if she “intend(ed) to provide the...requested records... if so, when, and if not, why not?”

I also sent a copy of the e-mail string between Ms. Herron and me to the IVGID Board asking it “agendize...this matter for possible action at (this) June 19, 2019 ...meeting (to)...compel Ms. Herron to comply with the NPRA by providing the requested public records for my examination.”

I also sent a copy of this e-mail string to GM Pinkerton asking he “compel Ms. Herron to comply with (the) NPRA by providing the requested public records for my examination.”

With respect to these latter two requests, I put both the Board and Mr. Pinkerton on notice that if they “refuse(d), I (would) construe...their non-action(s) to be ratification which translates into Board members and/or Mr. Pinkerton being accessories to Ms. Herron’s (criminal) concealment⁹ of public records.” For their benefit I recited NRS 195.030(1) which makes “every person who is not the spouse or domestic partner of the offender and who, after the commission of a felony, destroys or conceals, or aids in the destruction or concealment of, material evidence, or harbors or conceals such offender with intent that the offender may avoid or escape from arrest, trial, conviction or punishment, having knowledge that such offender has committed a felony or is liable to arrest, is an accessory to the felony.”

Copies of the e-mail string which evidences all of the above is attached as Exhibit “A” to this written statement.

Why These Requested Public Records Are So Important to the Public: Not that any requester of public records needs to justify his/her request, this one is intended to root out more staff misrepresentation. Last year staff represented that they had spent nearly \$800,000 of non-budgeted funds on a treated sewer effluent storage pond liner. After it was confirmed that no such liner had been installed, members of the community demanded to examine public records evidencing the expenditure of public moneys on that liner. Once staff was put to the task, it could only come up with records evidencing the expenditure of approximately \$251,000. And then when those records were examined, they revealed that none had been spent on the represented pond liner.

It was then at the Board’s December 12, 2019 meeting that Mr. Pinkerton presented an alleged accounting of where the \$788,000 assigned to the pond liner project had been spent¹⁰. And what did

⁸ “If the (requested) public book or record...is not available to the (requester) by that date and time, the (requester) may inquire regarding the status of the request.”

⁹ NRS 239.310 makes any "person who willfully and unlawfully...conceals...a record, map, book, paper, document or other thing filed or deposited in a public office, or with any public officer, by authority of law...guilty of a category C felony,"

¹⁰ That accounting appears at pages 183-84 of the packet of materials prepared by staff in anticipation of the Board’s December 12, 2018 meeting [<https://www.yourtahoeplace.com/uploads/pdf->

he tell the Board and the public? That \$244,028 had been spent with outside vendors on repair and rehabilitation projects not associated with the pond liner; \$81,461 had been spent with outside vendors on repairs to State Highway ("SR") 28 (again having nothing to do with the pond liner); \$190,148 had been spent on an Environmental Impact Statement ("EIS") associated with the Tahoe Transportation District's ("TTD's") shared use pathway project (again having nothing to do with the pond liner); and, \$272,500 had been spent on allocated staff costs (again having nothing to do with the pond liner). According to Mr. Pinkerton, since "the District's CIP staff spends the vast majority of its time working on CIP projects, their staffing costs are (allegedly) allocated to projects based on the amount of time spent on (a) specific project."¹⁰

What Mr. Pinkerton admitted to the Board and the public is that in addition to estimated costs appropriated by the Board for every one of its capital improvement projects ("CIPs"), the District incurs additional allocated staff costs which are never included in the estimated costs staff submits to the Board prior to appropriation. And insofar as the pond liner project was concerned, Mr. Pinkerton had assigned \$272,500 of staff time to \$244,028 of CIPs¹¹.

If this is true, then *what are the estimated allocated staff costs assigned to the enhanced Mountain Golf Course clubhouse improvement project?*

The Estimated \$1,464,000 in Construction Costs for the Enhanced Mountain Golf Course Clubhouse Improvement Project Do Not Include Allocated IVGID Staff Costs: At the Board's May 22, 2019 meeting staff came up with a construction cost estimate for the enhanced Mountain Golf Course clubhouse improvement project of \$1.464M¹². But as the reader can see, estimated allocated staff costs are not included in that estimate. If the percentage of staff costs advanced to this project is similar to those advanced to the pond liner project, hopefully the reader can see that the total cost for this project is going to be *in excess of \$3M!*

How Much in Allocated Staff Costs Have *Already* Been Incurred Insofar as the Enhanced Mountain Golf Course Clubhouse Improvement Project is Concerned? I suspect PLENTY! But whatever the number, hopefully the reader can understand why I made my request.

So Where Are the Requested Records Ms. Herron? Like I said, history has demonstrated that IVGID staff have the propensity to conceal public records whenever they reveal facts contrary to those being promoted by the agendas of staff members, or they are embarrassing, inappropriate or

ivgid/BOT_Packet_Regular_12-12-18.pdf ("the 12/12/2018 Board packet"). Copies of those pages are attached as Exhibit "B" to this written statement.

¹¹ Remember, reimbursements to TTD for its EIS and repairs to SR28, are not CIP expenditures.

¹² That estimate appears at page 73 of the packet of materials prepared by staff in anticipation of the Board's May 22, 2019 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-22-19.pdf ("the 5/22/2019 Board packet")]. A copy of that estimate is attached as Exhibit "C" to this written statement.

evidence unlawful conduct by one of their own (public employee) colleagues. The fact staff have acted as they have to conceal legitimate public records probably tells the public everything it needs to know.

So Why Hasn't the Board Agendized This Matter For Possible Action? Either our Board is unable to connect the dots, or worse, *board members just don't care*. Because this matter hasn't been agendized as I requested on June 7, 2019, I believe the answer to be the latter. I challenge the Board to demonstrate otherwise. And for this additional reason, this written statement is presented.

Do You on the Board Know the Extent of Hidden Allocated Staff Costs Which Will Ultimately be Assigned to This Project? If so, please come forward publicly and share this information with your constituents. If not, isn't this something you should and do want to know? And if so, why haven't you agendized this matter to get to the root of the problem? *Given each year our staff overspend close to \$7M more than the recreational revenues they are able to generate, why isn't it board members won't compel its PRO to make the requested public records available for examination?*

Conclusion: So now you know the truth. Why do members of the public have to *continue to do staff's job* of ferreting out inappropriate conduct? And why won't the IVGID Board step to the plate and compel its staff to provide the requested public records? And what do we do with Ms. Herron who is clearly 100% loyal to unelected staff rather than the IVGID Board and the public which pays her salary and benefits? Since it is the Board's job to prescribe the duties of officers, agents, employees and servants, why won't members *do their jobs* by compelling Ms. Herron to turnover the requested public records. If you're not going to agendize this matter for possible action as requested, then the message to the public is that our Board is no better than its staff. Or to answer the question raised by former President Bush ("are you with us or with the terrorists?"), ***our Board is with the terrorists!***

And You Wonder Why Our Recreation ("RFF") and Beach ("BFF") Facility Fees Which Financially Support This Colossal Waste Are as High as They Are? I've now provided more answers.

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

EXHIBIT "A"

Records Request - Staff/Other Costs Allocated to the Mountain Golf Course Clubhouse Improvement Project - I am Still Waiting

From: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
To: "Herron,Susan"
Cc: Wong Kendra Trustee <wong_trustee@ivgid.org>, Callicrate Tim <tim_callicrate2@ivgid.org>, Horan Phil <horan_trustee@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Morris Peter <Peter_Morris@ivgid.org>, Pinkerton Steve <sjp@ivgid.org>, "Steve J. Pinkerton" <steve_pinkerton@ivgid.org>
Subject: Records Request - Staff/Other Costs Allocated to the Mountain Golf Course Clubhouse Improvement Project - I am Still Waiting
Date: Jun 7, 2019 9:41 AM

Hello Ms. Herron -

On May 20, 2019 I made the public records request identified below.

In part, I asked to examine records which:

1. Identify each IVGID employee who has devoted any time, effort or out of pocket cost associated with repairs/replacements associated with the Mountain Golf Course clubhouse improvement project;
2. The date(s) when each such effort(s) was advanced;
3. A description of the effort(s) advanced;
4. The time spent for each such effort(s) advanced;
5. The out of pocket cost for each such cost advanced.

I also want to examine records evidencing all payments to BJB Architecture - Engineering and Smith Design Group or any other third party associated with the Mountain Golf Course clubhouse improvement project. Invoices and evidences of payment would be sufficient.

I also want to examine food and beverage records or food and beverage reimbursement records which evidence all such costs expended by/on behalf of IVGID since January 1, 2017 associated in any manner whatsoever with the Mountain Golf Course clubhouse improvement project.

I also want to examine records which evidence all free or discounted user fees given at any IVGID owned recreational venue and/or the beach to any non-IVGID employee, associated in any manner whatsoever with the Mountain Golf Course clubhouse improvement project. These records should:

1. Identify each non-IVGID employee who has been given free or discounted user fees;
2. The date(s) when each such free/discounted recreational venue access was advanced;
3. The retail value for each such free/discounted recreational venue access advanced.

That same day you provided the disingenuous response below related to "vendor name(s) for the records (I am) are seeking." But these vendors have zero to do with the records above I requested.

For this reason on May 20, 2019 I e-mailed back to you advising "I await(ed) the allocated staff cost records requested" as well as:

A. Records evidencing all payments to BJB Architecture - Engineering and Smith Design Group or any other third party associated with the Mountain Golf Course clubhouse improvement project. Invoices and evidences of payment would be sufficient;

B. Food and beverage records or food and beverage reimbursement records which evidence all such costs expended by/on behalf of IVGID since January 1, 2017 associated in any manner whatsoever with the Mountain Golf Course clubhouse improvement project;

C. Records which evidence all free or discounted user fees given at any IVGID owned recreational venue and/or the beach to any non-IVGID employee, associated in any manner whatsoever with the Mountain Golf Course clubhouse improvement project. These records should:

1. Identify each non-IVGID employee who has been given free or discounted user fees;
2. The date(s) when each such free/discounted recreational venue access was advanced; and,
3. The retail value for each such free/discounted recreational venue access advanced.

And how have you responded? You have ignored the request. You have failed to respond as NRS 239.0107 mandates. And you have made available no records for my examination.

Do you intend to provide these records requested or not? And if so, when? And if not, why not?

I am sending a copy of this e-mail string to GM Pinkerton as Ms. Herron's supervisor. I am asking him to compel Ms. Herron to comply with Nevada's Public Records Act ("NPR") by providing the requested public records for my examination.

I am sending a copy of this e-mail string to the Board asking it agendizes this matter for possible action at its next June 19, 2019 Board meeting. I am asking the Board compel Ms. Herron to comply with the NPR by providing the requested public records for my examination.

And if GM Pinkerton and the Board refuse(s), I will construe its/their non-action to be ratification which translates into Board members and/or Mr. Pinkerton being accessories to Ms. Herron's concealment of public records. For your convenience, Given NRS 239.310 makes any "person who wilfully and unlawfully...conceals...a record, map, book, paper, document or other thing filed or deposited in a public office, or with any public officer, by authority of law...guilty of a category C felony," NRS 195.030(1) makes "every person who is not the spouse or domestic partner of the offender and who, after the commission of a felony, destroys or conceals, or aids in the destruction or concealment of, material evidence, or harbors or conceals such offender with intent that the offender may avoid or escape from arrest, trial, conviction or punishment, having knowledge that such offender has committed a felony or is liable to arrest, is an accessory to the felony."

Thank you for your cooperation. Aaron Katz

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

From: "s4s@ix.netcom.com"

Sent: May 20, 2019 5:03 PM

To: "Herron, Susan"

Subject: RE: Records Request - Staff/Other Costs Allocated to the Mountain Golf Course Clubhouse Improvement Project

You need NO MORE INFORMATION in order to provide records of allocated staff costs and staff reimbursement/direct charge food/beverage costs.

I don't know the vendors who performed the previous Mountain Golf Clubhouse repairs, but I will go search in an effort to discover their identities.

In the meantime, I await the allocated staff cost records requested.

Thank you for your cooperation.

Aaron Katz

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

From: "Herron, Susan"

Sent: May 20, 2019 4:58 PM

To: "s4s@ix.netcom.com"

Subject: RE: Records Request - Staff/Other Costs Allocated to the Mountain Golf Course Clubhouse Improvement Project

Dear Mr. Katz,

Regarding your records request below, I need more information than described below in order to find the records you are seeking. Please advise a vendor name(s) for the records you are seeking. You have the

Board minutes and the check register is located on our website.

>Finally, several years ago IVGID elected to replace the Mountain Golf Course clubhouse deck and at the same time, make a series of other improvements/repairs to the clubhouse (like siding). With respect to those improvements, I would like to examine records evidencing:

- >1. All such repairs made non-IVGID employees, including the identity of the tradeperson(s), and the nature of the work performed and their cost;
- >2. All such materials supplied by non-IVGID sources, including their supplier and cost;
- >3. All such architectural/design work/plans provided by non-IVGID sources, including their supplier and cost;
- >4. All such permits obtained including their cost;
- >5. And identifying each IVGID employee who devoted any time, effort or out of pocket cost associated with these repairs/replacements;
- >6. The date(s) when each such effort(s) was advanced;
- >7. A description of the effort(s) advanced;
- >8. The time spent for each such effort(s) advanced;
- >9. The out of pocket cost for each such cost advanced by an IVGID employee.

Susan A. Herron, CMC

Executive Assistant/District Clerk/Public Records Officer
Incline Village General Improvement District
893 Southwood Boulevard, Incline Village, NV 89451
P: 775-832-1207
F: 775-832-1122
M: 775-846-6158
sah@ivgid.org
http://ivgid.org

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Monday, May 20, 2019 10:49 AM
To: Herron, Susan <Susan_Herron@ivgid.org>
Subject: Records Request - Staff/Other Costs Allocated to the Mountain Golf Course Clubhouse Improvement Project

>Hello Ms. Herron -

>Another public records request:

>I want to examine records which:

- >
- >1. Identify each IVGID employee who has devoted any time, effort or out of pocket cost associated with repairs/replacements associated with the Mountain Golf Course clubhouse improvement project;
- >2. The date(s) when each such effort(s) was advanced;
- >3. A description of the effort(s) advanced;
- >4. The time spent for each such effort(s) advanced;
- >5. The out of pocket cost for each such cost advanced.

>
>I also want to examine records evidencing all payments to BJB Architecture - Engineering and Smith Design Group or any other third party associated with the Mountain Golf Course clubhouse improvement project. Invoices and evidences of payment would be sufficient.

- >
- >I also want to examine food and beverage records or food and beverage reimbursement records which evidence all such costs expended by/on behalf of IVGID since January 1, 2017 associated in any manner whatsoever with the Mountain Golf Course clubhouse improvement project.
- >
- >I also want to examine records which evidence all free or discounted user fees given at any IVGID owned recreational venue and/or the beach to any non-IVGID employee, associated in any manner whatsoever with the Mountain Golf Course clubhouse improvement project. These records should:
- >
- >1. Identify each non-IVGID employee who has been given free or discounted user fees;
 - >2. The date(s) when each such free/discounted recreational venue access was advanced;
 - >3. The retail value for each such free/discounted recreational venue access advanced.
- >
- >Finally, several years ago IVGID elected to replace the Mountain Golf Course clubhouse deck and at the same time, make a series of other improvements/repairs to the clubhouse (like siding). With respect to those improvements, I would like to examine records evidencing:
- >1. All such repairs made non-IVGID employees, including the identity of the tradeperson(s), and the nature of the work performed and their cost;
 - >2. All such materials supplied by non-IVGID sources, including their supplier and cost;
 - >3. All such architectural/design work/plans provided by non-IVGID sources, including their supplier and cost;
 - >4. All such permits obtained including their cost;
 - >5. And identifying each IVGID employee who devoted any time, effort or out of pocket cost associated with these repairs/replacements;
 - >6. The date(s) when each such effort(s) was advanced;
 - >7. A description of the effort(s) advanced;
 - >8. The time spent for each such effort(s) advanced;
 - >9. The out of pocket cost for each such cost advanced by an IVGID employee.

Thank you for your cooperation. Aaron Katz

EXHIBIT "B"

IV. COMMENT

Effluent Export Line – Phase II

There has been a great deal of interest in the expenditures for the Effluent Export Line – Phase II. This project has two lines in the Project Report. The 2017-18 \$1,000,000 project was for the continuing pre-design, along with study of pond lining, and other improvements.

However, after the budget was adopted, the District had the opportunity to make Effluent Pipeline Repairs by joining a State Contract for work on State Route 28. The Board of Trustees approved a \$1,152,000 contract and of that amount \$955,028 was expended in 2017-2018 and applied to the multi-year carryover for the project.

The multi-year carryover arises from the Board of Trustees approved funding towards the eventual replacement project.

Of the \$1,000,000 approved for 2017-18, \$788,137 was expended. This number is higher than the \$705,369 that was estimated to be expended when the District Budget was adopted in May. This type of variance is not unusual since estimated expenditures have to be done well advance of the end of the fiscal year.

The narrative for the line item which estimated the carryover referenced "Pond Lining". This descriptor was not meant to indicate that the current year expenditures were focused on the pond lining element of the overall project. It was merely to note that pond lining is a component of the overall project.



The \$788,137 in expenditures was focused in four key areas:

Costs incurred with outside vendors:..... \$244,028.



District staff has been leading small construction, repair and rehabilitation projects to the Effluent Export System from Incline Village to the disposal site at the Wetlands. The District has hired outside contractors, purchased pipe materials, vaults, air relief valves, pumps, rented equipment, and performed construction work to improve and replace aging infrastructure.

Reimbursements to Tahoe Transportation District (TTD):..... \$190,148.

As you are aware, IVGID is one of 13 project partners for the State Route 28 Shared Use Pathway. IVGID is providing \$300,000 in funding, via a January 2013 Interlocal Agreement with TTD (amended October 2014), for the current Environmental Analysis which is on track to be completed this year.

Direct Charges by CIP Staff..... \$272,500

The District's CIP Staff spends the vast majority of its time working on CIP projects. Their staffing costs are allocated to projects based on the amount of time spent on the specific project.

Third Party Costs Associated with Repair Contract \$81,461.

Engineering, construction management, construction inspection and special inspection costs associated with the SR 28 repair contract.

V. CONCLUSION

The full year end Fiscal Year report is attached. It is also available on the District's website via the Capital Improvement Projects Section of the Financial Transparency page. Quarterly Reports are available for the three most recent fiscal years as are the annual reports for the past four years.

EXHIBIT "C"

Review, discuss, and possibly accept the Mountain -3-
 Course Clubhouse Renovation Project final design
 and authorize District Staff to publically advertise for
 construction bids for the Mountain Course Clubhouse
 Renovation Project; 2019/2020 Capital Improvement
 Project: Mountain Clubhouse Improvements Project;
 Fund: Community Services; Division: Golf; Project # 3299BD1902

May 8, 2019

- Evaluation and Recommendation for Replacement of the Mountain Golf Course Clubhouse and Maintenance Building, April 2014, Amended February 2017.
- Mountain Clubhouse Improvements Project CIP Data Sheet

IV. BID RESULTS

The project will be publically advertised in accordance with NRS 338 – Public Works. The project will be advertised for up to four weeks. The proposed construction would commence in the fall and be completed before the 2020 season opening. The construction of the deck would need to be completed during approved TRPA dig time periods and would impact mountain golf operations during construction. The indoor work can be completed through the winter when the facility is normally closed. The District also needs to obtain the required Public Works Project number and finalize front end bidding documents.

V. FINANCIAL IMPACT AND BUDGET

The construction phase cost estimate is shown in the following table. The design level cost estimate from Smith Design Group contains a 20% contingency. This is an estimating contingency for variances in the estimating process. The construction contingency listed at 15% in the Table is for unforeseen conditions during construction such as needing to replace deteriorating wall studs that you discover when removing building siding, as an example

Budget Item	Budget Cost
Construction Cost Estimate	\$1,186,000
Construction Contingency @ 15%	\$178,000
Construction Management and Construction Engineering	\$100,000
Budget Total	\$1,464,000

This project is budgeted to be funded by three sources. The General Fund is budgeted to provide \$561,800 through a transfer to the Community Service Fund. This amount was based on earlier project estimates in excess of insurance proceeds. The insurance reserve for the estimated claim is \$300,000. The actual claim processing remains in process. Whatever is not covered by these two sources would utilize Community Services Fund Balance. For the proposed project budget that excess would be \$602,200. An analysis of the Community Services

WRITTEN STATEMENT REQUESTED TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 19, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENTS – WHAT DO WE DO WITH A GENERAL MANAGER (“GM”) WHO DECEIVES AND MISREPRESENTS FACTS TO THE PUBLIC?

Introduction: I read with nausea our GM’s latest “Corner” at page 32 of the May 24, 2019 edition of the Tahoe Daily Tribune Newspaper (“Tahoe Tribune”); “A Quick Comparison.”¹ In this propaganda piece Mr. Pinkerspin² attempts to make the case that he and his “band of (nearly 1,000³) merry men” (aka IVGID staff) are entitled to kudos (in addition to their over compensation and over benefits) for “provid(ing) an...amazing...value to (Incline Village’s/Crystal Bay’s) property owners...(especially) when we compare ourselves to *other public entities in the region.*” Here I will dissect our GM’s deceit and misrepresentations of fact in order to share the truth. Because once one learns the truth, one should ask: 1) Why would a public employee spend the work day creating such an untruthful and deceitful propaganda piece rather than doing his job? And, 2) what exactly should we do with such an employee?

Understand That Mr. Pinkerspin is a Self-Proclaimed “Number’s Guy:” This means that he’s a master at manipulating numbers to make them conform to his pre-ordained conclusions. And here we see Mr. Pinkerspin’s talent front and center. However, the problem is that when one peels away the layers of truth from spin, one learns that the truth does not support Mr. Pinkerspin’s grandiose conclusions. Quoting the well known adage first ascribed to Carroll D. Wright, a prominent statistician employed by the U.S. government who used the phrase in 1889 while addressing the Convention of Commissioners of Bureaus of Statistics of Labor, “figures will not lie, but liars will figure.”⁴ And that’s the purpose of this written statement.

Do You Realize Mr. Pinkerspin’s Latest Corner is Nothing More Than a Recycled Re-Do of His March 3, 2016 Column: “The Differences Between IVGID, Town of Truckee?” That’s right. I have attached a copy of that column for all to see as Exhibit “B” to this written statement⁵. Put it side-by-side to Mr. Pinkerspin’s current column and you can see he has regurgitated a very large portion,

¹ A copy of this column is attached as Exhibit “A” to this written statement. The reader can find the original at page 32 at <http://edition.pagesuite-professional.co.uk/html5/reader/production/default.aspx?pubname=&edid=3b6b1bcb-b510-4240-85f1-03429e46d6d0>).

² This is a name assigned to Mr. Pinkerton by members of our community in 2016 (see Exhibit “B”).

³ Go to <https://transparentnevada.com/salaries/2018/incline-village-general-improvement-district/>.

⁴ Go to <https://quoteinvestigator.com/2010/11/15/liars-figure/>.

⁵ Go to page 2 at <http://edition.pagesuite-professional.co.uk/html5/reader/production/default.aspx?pubname=&edid=e90a9475-d436-48b0-854d-6d2bc089a655>).

word-for word no less. I guess Mr. Pinkerspin has run out of propaganda to spew so he must resort to recycling!

IVGID is a Public Entity: *According to Mr. Pinkerspin, no it isn't!* That's not what you tell the public and the Office of Attorney General ("OAG"). Instead, you and your colleagues go out of your way to describe IVGID as only a "quasi-public agency" so you can justify the District's actions which are more akin to an unregulated commercial business enterprise than the government it is.

To make my point look at the portion of IVGID's web site captioned "About IVGID."⁶ Let me quote you Mr. Pinkerspin: "IVGID, is a *quasi-public agency* established under Nevada Revised Statute ("NRS"), Chapter 318."

Do a word search in the NRS for "quasi-public" and see what you come up with. *Nothing.*

Now go to NRS 318 and do the same thing. Although you will find reference to "*quasi-municipal*" [see NRS 318.015(1) and 318.075(1)], *nowhere* will you find "quasi-public." Could it be you find nothing because contrary to your representation, there is no such thing in the NRS as "quasi-public?"

To continue the narrative, look at what IVGID's attorney, the Board's Chairperson and fellow Trustee Phil Horan have told the OAG insofar as what IVGID really is: "a Nevada quasi-public agency."⁷

Now let's go to the Merriam-Webster Dictionary and look up the word "quasi-public." There the reader will find the following definition: "essentially public (as in services rendered) although *under private ownership or control.*"⁸ Is IVGID under private ownership?

Now let's go back to Mr. Pinkerspin's March 3, 2016 column (Exhibit "B"). Listen to the following admission: "Finding our peers is easier said than done. (Although) there are plenty of other public entities that provide water, sewer, trash and recreation...*we really can't find any that do exactly what we do!*" ***If you "can't find any that do exactly what we do," then why are you comparing IVGID to the Town of Truckee? Or more bothersome, a private homeowners' association ("HOA") like Tahoe-Donner?***

So what's the truth Mr. Pinkerspin? Is IVGID 100% public so it is proper to compare its operations to other 100% public agencies in the region? Or is it merely "quasi-public" so you can advance the deceitful narrative its actions which no other public agency in the State exercises are appropriate? Regardless of the answer, *your representation is false.*

⁶ Go to <https://www.yourtahoeplace.com/ivgid/about-ivgid>. A copy of this web page is attached as Exhibit "C" to this written statement.

⁷ See ¶14 at pages 498, 501, 503 and 505 of the packet of materials prepared by staff in anticipation of the Board's May 22, 2019 meeting ["the 5/22/2019 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-22-19.pdf)].

⁸ Go to <https://www.merriam-webster.com/dictionary/quasi-public>.

The Tahoe Donner HOA is a Public Entity For Comparison Purposes: *No it isn't!* Again, listen to Mr. Pinkerspin: "we believe our overall services provide an amazing value when we compare ourselves to *other public entities in the region.*" So who does our GM compare us to? The Tahoe Donner HOA; what he describes as one of "six different entities in Truckee." So I guess Mr. Pinkerspin considers private HOAs, in another State no less, to be public entities for comparison purposes. Is that true Mr. Pinkerspin?

Is the Tahoe Donner HOA a public entity we should be comparing ourselves to? Is IVGID a HOA we should be comparing to the Tahoe Donner HOA? Since the answers to these questions are "no" and "no," why do you make the comparison other than it advances your narrative? Regardless of the answer, *your representation is false.*

"IVGID is a One Stop Shop For Most Utility and Recreation Services...(Specifically Including) Trash (Pickup):" *No it isn't!* According to Mr. Pinkerspin, "in Truckee...trash pickup is managed by the town...and (only) contracted to Tahoe Truckee Sierra Disposal." Well why doesn't our GM share with the public that in Incline Village/Crystal Bay, trash pickup is only managed by IVGID and contracted to Waste-Management ("WM")? Moreover, unlike IVGID's "one-stop" water and sewer services, all trash billings, collections and customer service is handled by WM rather than IVGID.

So what's the truth Mr. Pinkerspin? Are we so different than Truckee insofar as the collection of our trash is concerned? If not, then why make the statement you've made? Regardless of the answer, *your representation is false.*

IVGID's Rec Fee Has Remained *the Same* For the Past 10 Years: *No it hasn't!* At the Board's June 13, 2018 meeting I submitted a written statement debunking this assertion⁹. Although I won't restate my arguments in detail, I will highlight my salient headnotes:

1. **Part of the Rec Fee Pays For the Servicing Costs on a 2003 \$5.5M Recreation Golf Imp. General Obligation Bond ("GOB") Which Was Paid Off on March 1, 2013;**
2. **Part of the Rec Fee Pays For the Servicing Costs on a 2004 \$4.445M Recreation Refunding GOB Which Was Paid Off on October 1, 2014;**
3. **Part of the Rec Fee Pays For the Servicing Costs on a 2008 \$5.5M Recreation Imp. GOB Which Was Paid Off on June 1, 2018;**
4. **Part of the Rec Fee Funds a Hidden "Discretionary" Slush Fund;**
5. **All Told, at Least \$289 (34.82%) of the Current \$830 Rec Fee Pays For *Non-Existent* Represented Expenses;**

⁹ See pages 603-639 of the packet of materials prepared by staff in anticipation of the Board's July 24, 2018 meeting ["the 7/24/2018 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_7-24-18_-_as_revised.pdf)].

6. **Less Bang-For-The-Buck:** Here's how I describe staff's disingenuous assertion of financial *irresponsibility*: Let's say that ten years ago IVGID paid for all of the above expenses out of the Rec Fee. Comparing those expenses combined to the cost of a unit of something (let's call it a gallon of gasoline for lack of a better term), the 2010-11 Rec Fee purchased a gallon of gasoline. Although looking backwards from today the Rec Fee may have remained the same, instead of paying for a gallon of gasoline, it only pays for a bit less than $\frac{2}{3}$ of a gallon. Sure one can say that literally the price of a "unit" gasoline has remained "flat." But today, that unit purchases a whole lot less than it did ten years ago. Given the foregoing, isn't it disingenuous to suggest that the purchasing power of the Rec Fee has remained the same over this ten year period? Regardless of your answer, for the rest of us *your representation is false*.

Truckee's Property Owners Pay the TSD, TTSA and TDRPD Approximately \$1,000 Per Year in Property Taxes: *No they don't!* According to Mr. Pinkerspin the TSD¹⁰, TTSA¹⁰ and TDRPD¹¹ "collect" approximately \$1,000 in property taxes per parcel per year. The suggestion he makes is that the owner(s) of each parcel assessed actually pays this \$1,000 *in property taxes* to each of these districts. But it does not.

Mr. Pinkerspin is attempting to compare apples-to-oranges. His alleged justification, according to his March 3, 2016 column (Exhibit "B"), is that "while this isn't exactly an apples to apples comparison, it is certainly close." Well it's not close because in that same column he admits that "Truckee('s)...method of service delivery and taxation *is vastly different*." Of course it is because what Mr. Pinkerspin fails to share is that unlike Nevada, special districts in California have no authority to levy *ad valorem* property taxes. Therefore the truth is that no local property owner pays *anything* in property taxes to the two sanitation districts¹⁰ and the recreation and park district¹¹ Mr. Pinkerspin references. Mr. Pinkerspin knows this statement to be true because of the way he has artfully described these districts' "collection" rather than property owners' "payment" of property taxes. ***So why does Mr. Pinkerspin compare California's ad valorem tax system to Nevada's?***

Truckee's local property owners pay property taxes to either Placer or Nevada County (depending upon what county a particular parcel is located in) and *not* to the TSD, TTSA and TDRPD. Because of California's Proposition 13, property taxes collected by counties in California are allocated amongst the special districts located therein. Therefore insofar as property owners in Truckee are concerned, although Placer or Nevada County may allocate some of the *ad valorem* taxes they receive to various special districts, that does not mean those who have paid have been assessed by those special districts.

¹⁰ According to Mr. Pinkerspin's March 3, 2016 column (Exhibit "B"), "sewer collection is provided by (the) Truckee Sanitation District" ("TSD") and "sewer treatment is conducted by (the) Tahoe-Truckee Sanitation Agency" ("TTSA").

¹¹ According to Mr. Pinkerspin's March 3, 2016 column (Exhibit "B"), "park...and recreation services are provided by the Truckee-Donner Recreation & Park District" ("TDRPD").

But this is not what happens in Nevada. Very intentionally Mr. Pinkerspin glosses over the fact Incline Village/Crystal Bay property owners must pay *TWO* separate *ad valorem* property taxes. That's right. One to Washoe County, and a second to IVGID. In contrast Truckee property owners pay one *ad valorem* property tax.

So when Mr. Pinkerspin states "IVGID property owners pay an average of \$200 per year in property taxes to IVGID," understand that this is \$200 *MORE* than Truckee property owners pay!

Moreover, in Mr. Pinkerspin's March 3, 2016 column he states "IVGID property owners pay an average of \$177 per year in property taxes to IVGID." Thus in the last three years the property taxes Incline Village/Crystal Bay property owners pay to IVGID have *increased* by nearly 13% or 4.33% per year¹². Given yearly property tax increases in California are limited to a maximum of 2% per year, the IVGID yearly tax rate is increasing *at twice the rate* as Truckee's!

So what's the truth Mr. Pinkerspin? Do Truckee property owners pay the TSD, TTSA and TDPRD anything in annual property taxes as Incline Village/Crystal Bay property owners pay IVGID? Since the answer is "no," *your representation is false*.

Incline Village/Crystal Bay Property Owners Pay an Average of \$800 Per Year Less in Property Taxes to the Equivalent of the TSD, TTSA and TDPRD Than Their Comparable Truckee Property Owners Pay: Again, Mr. Pinkerspin is comparing apples-to-oranges. But more to the point, *no they don't!* As stated above, no Truckee property owner pays anything in property taxes to these districts. Although they may receive approximately \$1,000/parcel of these taxes annually, this doesn't mean they come from local property owners who are assessed because according to the California Constitution, the tax rate is the same regardless of whether/not those taxes are allocated amongst special districts.

Actually, Incline Village/Crystal Bay property owners pay at least \$200 *MORE* than their Truckee property owning counter parts because the latter aren't required to pay a second, or third, or fourth *ad valorem* tax!

So what's the truth Mr. Pinkerspin? Do local Incline Village/Crystal Bay property owners pay \$200 less or \$200 more in property taxes than their comparable Truckee property owners pay? Regardless of the answer, *your representation is false*.

Since Sewer Fees Are Included in Truckee Property Owners' Property Taxes, And They're Not Insofar as Incline Village/Crystal Bay Property Owners Are Concerned, the Latter Actually Pay Nearly \$600 *MORE* Annually in Sewer Fees Compared to Their Truckee Property Owning Counterparts: Some municipalities include annual sewer charges in a property's property tax bill. Others don't and instead, charge monthly or quarterly fees. Mr. Pinkerton neglects to share with the public that Truckee property owners fall into the former category; they are charged nearly

¹² Notwithstanding, in Mr. Pinkerspin's March 3, 2016 column he represents that IVGID's "property tax collections have been nearly flat over the past five years."

\$203 annually on their property tax bills. Yet in Incline Village/Crystal Bay, no portion of a property owner's *ad valorem* tax bill pays for IVGID's sewer services. Instead, property owners are billed monthly sewer fees which total \$66.44¹³ (which equals \$797.28/year). This means Incline Village/Crystal Bay property owners actually pay nearly \$600 *MORE* annually in sewer fees compared to their Truckee property owning counterparts.

6,472 Tahoe Donner HOA Properties Pay \$1,965 Each Annually in HOA Assessments, Whereas Each Incline Village/Crystal Bay Parcel Pays \$830 Annually For Essentially the Same Services: No they don't! Putting aside the fact HOAs are not a public entities susceptible to honest comparison to a true public agency like IVGID, HOA dues are far different than IVGID's Rec Fees. HOA dues pay for all sorts of things IVGID's Rec Fee does not.

HOA dues pay for all costs associated with improving, maintaining and administering the HOA's common elements. Unlike IVGID's Rec Fee, 55% (nearly \$1,100 annually) of Tahoe Donner's HOA assessments go to reserves¹⁴ mandated by California law. Take a look at IVGID's Rec Fee¹⁵. *NONE* goes to reserves! Moreover, California HOA's are not property nor sales/use tax exempt (meaning the maintenance/repair/other costs they incur are higher than the comparable costs IVGID incurs). Moreover still, access to an HOA's facilities and services is *limited* to property owners and their guests. In Incline Village/Crystal Bay, they're available to the world's tourists¹⁶. This means that the Rec Fee subsidizes *outsiders'* (who don't pay the Rec Fee) availability to access and use IVGID's recreational facilities and the services offered thereat. It also explains why IVGID's recreational facilities are oftentimes so crowded that those who are forced to pay the Rec/Beach Fee choose to leave town rather than fight the hoards of outsiders. Finally, although Tahoe Donner HOA charges user fees at some of its recreational venues, not all venues charge user fees and those that do charge *considerably less* than IVGID charges. For example, family access to essentially all of Tahoe Donner HOA's recreational facilities costs \$270/annually¹⁷. Yet family dues to IVGID's Recreation Center costs \$970 annually if you're a picture pass holder ("PPH"), and \$1,294 if you're

¹³ See page 23 of the packet of materials prepared by staff in anticipation of the Board's January 23, 2019 meeting ["the 1/23/2019 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_1-23-19.pdf)].

¹⁴ See page 23 at <http://www.tahoedonner.com/wp-content/uploads/2019/02/G01-2019-Budget-Workshop-Presentation-20181019.pdf>.

¹⁵ See page 255 of the 5/22/2019 Board packet. A copy of this page is attached as Exhibit "D" to this written statement. Examine the breakdown of where your RFF/BFF allegedly go, and look for reserves.

¹⁶ Can you imagine that if access to IVGID's recreational facilities were limited to only its roughly 6,000 parcels/8,203 dwelling unit owners (see Exhibit "D") and their guests, how much more valuable every parcel owner's property would be?

¹⁷ Go to <https://www.tahoedonner.com/community/general/faqs/general/>.

not¹⁸. And family membership fees to IVGID's Tennis Center costs \$721 annually if you're a PPH, and \$876 if you're not¹⁹. That's 626% higher than if you're a PPH compared to Tahoe Donner!

On the other hand, according to IVGID staff²⁰ those who own the parcels/dwelling units assessed the Rec Fee receive no particular service whatsoever in consideration of payment. Rather,

"Each eligible parcel that pays the Recreation Facility Fee can have (up to) five cards issued in the form of picture passes [specific to a person ("PPHs")] and/or punch cards (useable by the bearer) or a combination of both. The (PPH) gets preferred pricing and/or preferred access to the District's major (recreational) venues or programming...A Punch Card Holder receives the opportunity, at designated venues, to reduce their user fees from the rack rate to the (preferred PPH)...Rate, as a form of payment."

To the extent these "cards" are PPHs, they are no different than "Costco" or "Sam's Club" cards which for a fee entitle the holder to nothing more than preferred access and pricing.

So what's the truth Mr. Pinkerspin? In comparing IVGID, a true public agency, to a private HOA, are you really comparing apples-to-apples. And if so, are IVGID's user fees really the bargain compared to Tahoe Donner HOA you represent?

The Owners of Tahoe Donner Properties Pay, On Average, \$2,965 Annually For Essentially the Same Services the Owners of Incline Village/Crystal Bay Properties Pay Only \$1,030: No they don't! First of all, for the reasons identified above Tahoe Donner property owners don't pay \$1,000/year to the TSD, TTSA and TDPRD Mr. Pinkerspin represents. Nor for the same reasons, do they pay \$1,965 in yearly HOA dues "for essentially the same services" IVGID's Rec Fee pays for. The owners of Tahoe Donner properties actually pay \$800/year *less* than their comparable Incline Village/Crystal Bay property owners (IVGID's \$200/year *ad valorem* tax, and the nearly \$600/year less in municipal sewer fees already included in their property taxes). And if one throws in the additional user fees IVGID assesses, for a family the difference can balloon to over \$2,200 annually! So again Mr. Pinkerspin, *your representation is false.*

The Owners of Kings Beach Properties Pay, On Average, \$1,630 Less Annually For Essentially the Same Services the Owners of Incline Village/Crystal Bay Properties Pay: Talk about

¹⁸ Go to <https://www.yourtahoeplace.com/parks-recreation/rec-center/hours-rates>.

¹⁹ Go to <https://www.yourtahoeplace.com/parks-recreation/tennis-center/hours-rates>.

²⁰ See pages 16-17 of IVGID's 2018-19 Budget (https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Annual_Budget_FY2018-19_03122019.pdf) under pages 10-11: "What Privileges do Parcel Owners get for paying...Facility Fees."

cherry picking Mr. Pinkerspin. Instead of comparing IVGID to Tahoe Donner HOA, let's compare it to a *real* public entity in the region; Kings Beach, CA.²¹ Consider that,

1. **HOA Dues:** Kings Beach property owners pay *none*;
2. **Property Taxes to the TSD:** Kings Beach property owners pay *none*²²;
3. **Property Taxes to the TTSA:** Kings Beach property owners pay *none*²¹;
4. **Property Taxes to the TDRPD:** Kings Beach property owners pay *none*²¹;
5. **IVGID's Rec Fees:** Kings Beach property owners pay *none*²³;

6. **IVGID's Sewer Fees:** Kings Beach property owners pay *none*²², and as I have demonstrated the sewer fees they pay which are included in their property tax bills are nearly \$600 per year less than IVGID's;

7. **The Availability to Use All of IVGID's Recreational Facilities, Whether or Not User Fees Are Assessed:** Kings Beach property owners pay *nothing*²⁴; and,

8. **The Availability to Use Kings Beach Beaches:** Kings Beach property owners pay *nothing*.

IVGID's "Overall Services Provide an Amazing Value:" Really Mr. Pinkerspin? I'd say the services available to Kings Beach, CA. property owners is far more amazing!

Mr. Pinkerspin's Arrogance is Stunning: After Mr. Pinkerspin's March 3, 2016 column (Exhibit "B") was published, local resident Judith Miller published a response in the former North Lake Tahoe Bonanza Newspaper ("*IVGID's Pinkerton Gets a 'D' Grade – For Deceit*") in which she made many of the points I make in this written statement²⁵. One would have thought that after reading Judy's piece

²¹ After all, isn't Kings Beach a public entity in the region?

²² As demonstrated above, no property owner pays *ad valorem* property taxes to any special district in California. Although counties in California may allocate a portion of the property tax they levy to the special districts located therein, this fact is irrelevant to property owners because under Proposition 13, the amount they pay is the same 1% of assessed valuation (based upon acquisition cost) regardless of how or if the amount is allocated. This makes Mr. Pinkerspin's analysis really a difference in funding sources between California and Nevada rather than proof as to how much comparable property owners are taxed by special districts.

²³ Because they are located outside of IVGID's boundaries.

²⁴ Because they are public facilities just as available to be used by any member of the general public as those parcel/dwelling units which are involuntarily assessed.

²⁵ A copy of that response is attached as Exhibit "E" to this written statement.

Mr. Pinkerspin would have quietly retreated back into his cave with his tail between his legs. But instead, he has now arrogantly “doubled down.” Do you care about our community Mr. Pinkerspin? Or do you just think the public is stupid?

After Mr. Pinkerspin’s column (Exhibit “A”) appeared in the May 24, 2019 edition of the Tahoe Tribune, local resident Judith Miller responded again (“*Evaluating Incline GM’s Performance*”). Her response appeared in the June 7, 2019 edition of the Tahoe Tribune. In that response Judy reiterated many of the points she made in her March 10, 2016 column²⁶ (Exhibit “E”), and this time she gave Mr. Pinkerspin a grade of “F” for FAIL! I guess Mr. Pinkerspin thought he could get “this repeat” by the community without a response. Again, the arrogance.

Conclusion: So now you know the truth. Which leads to the question “what do we do with a GM who intentionally spews deceit and misrepresentation to less knowledgeable members of the public who are susceptible to his propaganda?”

And you wonder why the Wreck Fee remains as high as it is? Now I’ve provided some answers.

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

²⁶ A copy of that response is attached as Exhibit “F” to this written statement (you will find this column at page 16 at <http://edition.pagesuite-professional.co.uk/html5/reader/production/default.aspx?pubname=&pubid=97990d7e-c1ec-4086-bfc4-124516fe6cb3>).

EXHIBIT "A"

A quick comparison

The Board of Trustees considered the District's Annual Budget Document.

Proudly, staff presented a budget that included a combined recreation and facility fee that will remain at \$830 per parcel for the 10th straight year.

Not only are we proud of keeping the fee flat, we believe it provides an incredible value to our property owners.

In fact, we believe our overall services provide an amazing value when we compare ourselves to other public entities in the region. However, we have to look at various entities to get a good comparison.

We provide water, sewer collection, sewer treatment, trash and public recreation — a unique mix when looking at other peer entities.

For example, the town of Truckee is very similar in size, demographics, location and services provided. However, their method of service delivery and taxation is vastly different.

IVGID is a one stop shop for most utility and recreation services.

In Truckee, water and power are provided by Truckee Donner PUD.

Sewer collection is provided by Truckee Sanitary District.

Sewer treatment is conducted by Tahoe-Truckee Sanitation Agency (which also treats the sewage for North Tahoe and Tahoe City).

Trash pickup is managed by the town of Truckee and contracted to Tahoe Truckee Sierra Disposal.

Parks and recreation services are provided by the Truckee Donner Recreation and Park District.

In addition, nearly half the homes in Truckee (over 6,000) are served by the Tahoe Donner Homeowners Association. This HOA includes a fitness center, tennis center, three pools, a golf course and clubhouse, downhill ski, cross country ski center, snow play, an equestrian center, a beach club on Donner Lake, an extensive trail system and a campground.

Thus, it takes six different



Steve Pinkerton
GM's corner

entities in Truckee to provide essentially the same services as IVGID. In fact, while Truckee has about 60% more housing units than IVGID and about twice the permanent residents, many of their facilities are smaller in scope than here at IVGID.

In addition, you could certainly argue that our cost to deliver these services is far less onerous to our taxpayers. IVGID property owners pay an average of \$200 per year in property taxes to IVGID — for a total of \$1.45 million. In Truckee, the two sanitation districts and the Recreation and Park District collect approximately \$1,000 in property taxes per parcel per year for a total of \$12.5 million.

In addition, the 6,472 Tahoe Donner HOA properties pay another \$1,965 per year in assessments.

To summarize, a homeowner in the Tahoe Donner Subdivision pays an average of \$2,965 per year to support sewer and recreation programs in the community. This doesn't include any user fees for any of the utilities or facilities. And a quick review of utility user fees show that the average IVGID customer pays around \$120 less per year for water and sewer.

IVGID property owners pay an average of \$1,030 per year toward these same services — \$200 in property taxes and \$830 for the Rec Fee. While this isn't exactly a perfect comparison, it is certainly close.

That is a difference of over \$1,900 per year! And it is important to note that this gap has widened significantly over the past decade. Our property tax collections have been slowly increasing over the past five years and our rec fee has remained the same for the past 10 years.

Conversely, the Tahoe Donner assessment has risen over 60% the last 10 years that our rec fee has remained flat.

IVGID property owners pay an average of \$1,030 per year toward these same services — \$200 in property taxes and \$830 for the Rec Fee. While this isn't exactly a perfect comparison, it is certainly close.

This ever increasing gap hasn't happened by accident. It is a tribute to the hard work and dedication of our staff, our Board of Trustees and our stakeholders to make sure we operate our district as efficiently and effectively as possible.

And I can assure you that we won't be proclaiming "Mission Accomplished" anytime soon.

There are plenty of areas where we can do even better. While our overall budget numbers are superior to our colleagues in Truckee, there are lots of things that they do well and to which we can aspire.

Tahoe Donner offers a number of programs that we should consider implementing such as snow play and cross country ski. Both Tahoe Donner HOA and Truckee have created outstanding trail systems. Truckee Donner Recreation has a state of the art aquatic center.

We are also looking at our other partners around the lake and beyond for best practices to emulate.

Constant and continuous improvement are not only a mantra here at IVGID, it is a way of life.

We want to do everything we can to continue to provide the highest quality service at the lowest possible price.

GM's Corner is a monthly column from IVGID General Manager Steve Pinkerton, who discusses issues and offers updates regarding various district matters. He may be reached for comment or any questions at sjp@ivgid.org.

KUDOS & KINDNESS

Fire drill a huge success

The Golden Bear neighborhood would like to express our sincere thanks to everyone who contributed to making the evacuation fire drill on Saturday, May 18, a huge success.

It takes a village and a lot of time to plan and execute an event like this. We want to give special thanks to some of the agencies who worked to make this fire drill possible: Deputy Sheriff Greg Almos, and the El Dorado County Sheriff's Department, Fire Chief Tim Alameda and the Lake Valley Fire Protection District, Tahoe Resource Conservation District, EDC Search and Rescue, STAR's, U.S. Forest Service Lake Tahoe Basin Management Unit, California Highway Patrol, South Tahoe Action Team, the Douglas

County CERT Team, South Lake Tahoe Fire Rescue, Lake Tahoe Basin Fire Academy Cadets, Leona Allen (Director, Lake Valley Fire Protection District Board), Tahoe Douglas Rotary, Tahoe Truckee Humane Society, South Lake Tahoe Fire Fighters Association, Smart & Final, and the many community volunteers.

The evacuation fire drill and what we have learned over the past year has made it possible for our neighborhood to become more fire aware. We now know how to prepare ourselves and our homes for a fire or disaster and how to become a Fire Adapted Community.

The evacuation fire drill that our neighborhood planned will become a template for all of the Lake Valley Fire neighborhoods.

With our thanks,

The Golden Bear Neighborhood

Highly recommend Barton Center for Orthopedics & Wellness

I wanted to take a moment to personally thank all of the wonderful staff that helped me get back on my feet.

I joined the Barton Performance team back in February 2018. I have always been a strong athlete and have enjoyed engaging in sports. Unfortunately, I have had lower back problems since 2007 when a patient fell on top of me injuring my back. In January 2018 I developed a sudden onset of tendinitis in my right elbow.

I am normally very motivated to keep physically active and to maintain my strength.

With the onset of the tendinitis in my right elbow and a small flare-up in my lower back, working out became very difficult and trying to engage in the very sports that I loved appeared to be hurting me.

I'm very passionate about skiing, rock climbing and mountain biking. On my own, I couldn't figure out how to get a good workout in and not continue to injure my body. I felt very lost and almost depressed about my current situation. I had dinner with one of the

physical therapists at the hospital, Chris.

Chris explained to me that she had just recently joined Altis and how impressed she was with their knowledge, motivation, sincerity and in the general program itself. I joined the very next morning after meeting with Nick. Nick provided me with the guidance and the motivation that I needed at this point in my life. If any of my friends or acquaintances is injured in anyway or just want to improve their general fitness, I immediately recommend going to the Barton Center for Orthopedics & Wellness.

From the bottom of my heart I truly wish to thank all of the people that worked with me. I know that I'm going to forget some names and I apologize upfront. Nick and Justin were great in programming my workouts.

Angie and Sebastian were awesome at working on my tendinitis with manual treatment and special exercises. I am extremely thankful that the staff was there to assist me in getting back to doing all of the sports and even normal activities of daily living.

Thanks again for a truly amazing team!

Nicole Koller
South Lake Tahoe, California

Tahoe Daily
Tribune

3079 Harrison Ave.
South Lake Tahoe, CA 96150
530-541-3880

Rob Galloway
PUBLISHER 530-542-8046
RGALLOWAY@TAHOEDAILYTRIBUNE.COM

Ryan Hoffman
EDITOR 530-542-8006
RHOFFMAN@TAHOEDAILYTRIBUNE.COM

Bill Rozak
SPORTS EDITOR 530-542-8010
BRZAK@TAHOEDAILYTRIBUNE.COM

Annamarie Prudente
ACCOUNT EXECUTIVE 530-542-8036
APRUDENTE@TAHOEDAILYTRIBUNE.COM

Carolyn LaCroix
SENIOR BUSINESS DEVELOPMENT
MANAGER 530-542-8032
CLACROIX@TAHOEDAILYTRIBUNE.COM

Justine Dholandé
ACCOUNT MANAGER 530-542-8018
JDHOLLANDE@TAHOEDAILYTRIBUNE.COM

Classifieds 530-544-9636

Circulation 775-882-2515
SUBSCRIBE@TAHOEDAILYTRIBUNE.COM
T - F, 7 A.M. - 1 P.M.

Letters to the editor policy

The Tahoe Daily Tribune welcomes your thoughts and opinions in our opinion section. Email editor@tahoedailytribune.com and include the author's name, hometown and phone number for verification.

- Anonymous submissions will not be published.
- Form letters, libelous letters or letters in poor taste will be rejected.
- We reserve the right to edit all letters and columns.
- Letters must be 300 words or less. Guest columns must be 750 words or less.

The Tahoe Daily Tribune is published Friday by the Sierra Nevada Media Group.
Postmaster: Send address changes to Tahoe Daily Tribune and the Lake Tahoe News, 3079 Harrison Ave., South Lake Tahoe, CA 96150.
Tahoe Daily Tribune is served by The Associated Press. The Tribune serves the Lake Tahoe area in El Dorado, Placer and Alpine counties in California, and Douglas, Carson and Washoe counties in Nevada.
Advertisers purchase space and circulation only. All property rights to any advertisements produced for the advertiser by the Tahoe Daily Tribune, including artwork and/or typography furnished or arranged for the Tahoe Daily Tribune shall be property of the Tahoe Daily Tribune. No such ad or any part thereof may be reproduced or assigned without the consent of the Tahoe Daily Tribune.
Please note that severe weather conditions could impact delivery of the paper.
© 2019 by the Tahoe Daily Tribune

The Tahoe Daily Tribune is printed on recycled paper using soy-based ink.

EXHIBIT "B"

Village Life

2 | Thursday, March 3, 2016 | North Lake Tahoe Bonanza

The differences between IVGID, town of Truckee

Last column, I talked about putting together a report card for IVGID. This report card will:

"provide(s) an overall picture of where we've been, where we are going, and how we doing in comparison to our peers and industry standards. To meet that goal, we'll be providing dashboards in each section of the budget which will serve as our report card for each function within the District."

As noted above, conducting a peer review is a key part of the assessment. However, finding our peers is easier said than done. There are plenty of other public entities that provide water, sewer, trash and recreation — but we really can't find any that do exactly what we do. We really are very special!

For example, the town of Truckee is very similar in size, demographics, location and services provided. However, their method of service delivery and taxation is vastly different.

IVGID is a one stop shop for most utility and recreation services.

In Truckee, water and power are provided by Truckee Donner PUD. Sewer collection is provided by Truckee Sanitary District.

Sewer treatment is conducted by Tahoe-Truckee Sanitation Agency (which also treats the sewage for North Tahoe and Tahoe City.)

Trash pickup is managed by the town of Truckee and contracted to Tahoe Truckee Sierra Disposal.

Parks and Recreation services are provided by the Truckee-Donner Recreation & Park District.

In addition, nearly half the homes in Truckee (over 6,000) are served by the Tahoe Donner Homeowners Association. This HOA includes a fitness center, tennis center, three pools, a golf course and clubhouse, downhill ski, cross country ski center, snow play, an equestrian center, a beach club on Donner Lake, an extensive trail system and



Steve Pinkerton
GM's corner

a campground.

Thus, it takes six different entities in Truckee to provide essentially the same services as IVGID. In fact, while Truckee has about 60 percent more housing units than IVGID and about twice the permanent residents, many of their facilities are smaller in scope than here at IVGID.

In addition, you could certainly argue that our cost to deliver these services is far less onerous to our taxpayers. IVGID property owners pay an average of \$177 per year in property taxes to IVGID — for a total of \$1.45 million.

In Truckee, the two sanitation districts and the Recreation and Park District collect approximately \$750 in property taxes, per parcel per year for a total of \$10 million.

In addition, the 6,472 Tahoe Donner HOA properties pay another \$1,900 per year in assessments. To summarize, a homeowner in the Tahoe Donner Subdivision pays an average of \$2,650 per year to support sewer and recreation programs in the community.

This doesn't include any user fees for any of the utilities or facilities. And a quick review of utility user fees show that the average IVGID customer pays \$120 less per year for water and sewer.

IVGID property owners pay an average of \$1,000 per year toward these same services — \$177 in property taxes and \$830 for the Rec Fee. While this isn't exactly an apples to apples comparison, it is certainly close.

That is a difference of over \$1,600 per year! And it is important to note that this gap has

widened significantly over the past decade. Our property tax collections have been nearly flat over the past five years and our Rec Fee has remained the same for the past six years.

Conversely, the Tahoe Donner assessment has risen over 70 percent the last 10 years and over 40 percent during the six years that our Rec Fee has remained flat.

This ever increasing gap hasn't happened by accident. It is a tribute to the hard work and dedication of our staff, our Board of Trustees and our stakeholders to make sure we operate our District as efficiently and effectively as possible.

And I can assure you that we won't be proclaiming "Mission Accomplished" anytime soon.

There are plenty of areas where we can do even better. While our overall budget numbers are superior to our colleagues in Truckee, there are lots of things that they do well and to which we can aspire.

Tahoe Donner offers a number of programs that we should consider implementing such as snow play and cross country ski. Their tennis center is the top performer in our region. Both Tahoe Donner HOA and Truckee have created outstanding trail systems.

We are also looking at our other partners around the Lake and beyond for best practices to emulate.

Constant and continuous improvement are not only a mantra here at IVGID, it is a way of life.

We want to do everything we can to get high marks on that Report Card!

"GM's Corner" is a recurring column from Incline Village General Improvement District General Manager Steve Pinkerton, who will discuss issues and offer updates regarding various district matters. He may be reached for comment at steve_pinkerton@ivgid.org.

Carbon Monoxide – understanding the silent killer

Often called the silent killer, carbon monoxide is an invisible, odorless, colorless gas created when fuels (such as gasoline, wood, coal, natural gas, propane, oil and methane) burn incompletely.



Mike Brown
Chief's Corner

In the home, heating and cooking equipment that burn fuel can be sources of carbon monoxide.

During 2006-2010, municipal fire departments responded to an annual average of 72,000 carbon monoxide incidents, excluding incidents where nothing was found or fire was present.

These incidents were more common during the winter months, and in residential properties. Carbon monoxide calls to fire departments are more common during the early evening hours.

Have fuel-burning heating equipment and chimneys inspected by a professional every year before cold weather sets in. When using a fireplace, open the flue for adequate ventilation. Never use your oven to heat your home.

Here are some general safety tips to consider:

- CO alarms should be installed in a central location outside each sleeping area and on every level of the home and in other locations where required by applicable laws, codes or standards. For the best protection, interconnect all CO alarms throughout the home. When one sounds, they all sound.
- Follow the manufacturer's instructions for placement and mounting height.
- Choose a CO alarm that has the label of a recognized testing laboratory.
- Test CO alarms at least once a month; replace them according to the manufacturer's

instructions.

- If the audible trouble signal sounds, check for low batteries. If the battery is low, replace it. If it still sounds, call 911 to respond the fire district to ensure it working properly and there is no problem.

- If the CO alarm sounds, immediately move to a fresh air location outdoors or by an open window or door. Make sure everyone inside the home is accounted for. Call 911 from a fresh air location and stay there until emergency personnel arrive.

- If you need to warm a vehicle, remove it from the garage immediately after starting it. Do not run a vehicle or other fueled engine or motor indoors, even if garage doors are open. Make sure the exhaust pipe of a running vehicle is not covered with snow.

- During and after a snowstorm, make sure vents for the dryer, furnace, stove, and fireplace are clear of snow build-up.

- A generator should be used in a well-ventilated location outdoors away from windows, doors and vent openings.

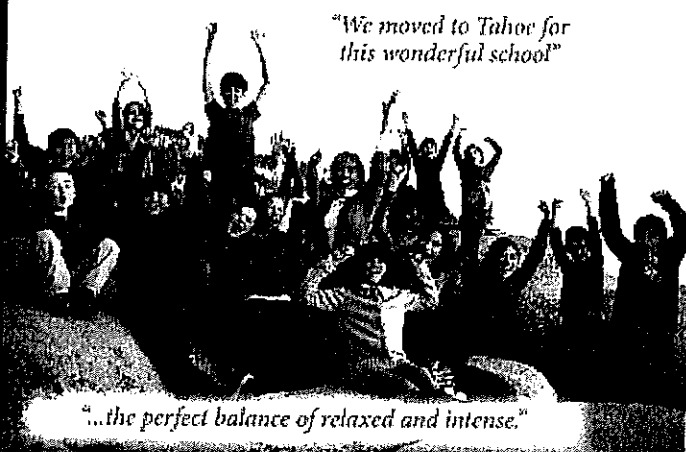
- Gas or charcoal grills can produce CO — only use them outside.

"Chief's Corner" is a regular feature from North Lake Tahoe Fire Protection District Chief Mike Brown, offering information, tips and education material on fire safety, emergency preparedness and other pertinent topics.

March Open House Events

March 5
Pre-k and K
9:30 to Noon

March 19
K-8
Hands-on Fun
9:30 to Noon



"We moved to Tahoe for this wonderful school"

"...the perfect balance of relaxed and intense."

Celebrating
18 years
of academic excellence

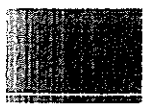


LAKE
TAHOE
SCHOOL

To learn more please call
775.831.5828 x 410 or email
peyton.jube@laketahoeschool.org

955 Tahoe Blvd., Incline Village, NV 89451
775.831.5828 | LakeTahoeSchool.org

EXHIBIT "C"



ABOUT IVGID



The Incline Village General Improvement District, commonly referred to as IVGID, is a quasi-public agency established under Nevada Revised Statutes, Chapter 218 and chartered to provide water, sewer, trash and recreation services for the communities of Incline Village and Crystal Bay, Nevada. It is governed by an elected Board of Trustees which, act in or behalf of the electorate, sets policy and determines strategies for the accomplishing its charter. Both Incline Village and Crystal Bay, Nevada are located within Washoe County, the entity that had the authority to create IVGID, and they are both unincorporated areas within Washoe County.

Within the limits of the statutes, IVGID is empowered to determine what facilities and services it should offer that will preserve or enhance the general health, safety and welfare of the community. It may set rates, tolls and fees to be charged for the provision of those facilities and services, and it may borrow or raise funds to acquire, construct and/or provide those facilities and services to the community. Finally, IVGID has the power to levy and collect taxes necessary to sustain its operations.

Special Announcements

- Construction Updates
- IVGID Quarterly April 2019
- Looking for a job?
- Diamond Peak Master Plan

Special Announcements

- Construction Updates
- IVGID Quarterly April 2019
- Looking for a job?
- Diamond Peak Master Plan

Show all

EXHIBIT "D"

Incline Village General Improvement District Facility Fee Reconciliation by Parcel

<u>Budget for 2019-2020</u>		<u>Historical Recreation Fee Per Parcel</u>				
Recreation Facility Fee charged to 8,203 Parcels			<u>Operating</u>	<u>Capital Projects</u>	<u>Debt Service</u>	<u>Total Fee</u>
Golf - Championship	\$ 21	2019-20	\$ 250	\$ 405	\$ 50	\$ 705
Golf - Mountain	40	2018-19	215	440	50	705
Facilities	16	2017-18	215	330	160	705
Diamond Peak Ski	(200)	2016-17	250	320	160	730
Youth & Family Programming	25	2015-16	266	308	156	730
Senior Programming	21	2014-15	211	303	216	730
Recreation Center	97	2013-14	239	277	214	730
Comm. Services Administration	127	2012-13	258	199	273	730
Parks	89	2011-12	199	242	274	715
Tennis	14	2010-11	128	304	298	730
Per Parcel Operating Component	250					
Per Parcel Capital Exp. Component	405					
Per Parcel Debt Service Component	50					
Total Recreation Fee Per Parcel	<u>\$ 705</u>					

<u>Budget for 2019-2020</u>		<u>Historical Beach Fee Per Parcel</u>				
Beach Facility Fee charged to 7,748 Parcels			<u>Operating</u>	<u>Capital Projects</u>	<u>Debt Service</u>	<u>Total Fee</u>
Per Parcel Operating Component	\$ 85	2019-20	\$ 85	\$ 39	\$ 1	\$ 125
		2018-19	85	39	1	125
Per Parcel Capital Exp. Component	39	2017-18	85	39	1	125
		2016-17	75	24	1	100
Per Parcel Debt Service Component	1	2015-16	75	24	1	100
		2014-15	65	-	35	100
Total Beach Fee Per Parcel	<u>\$ 125</u>	2013-14	63	-	37	100
		2012-13	66	17	17	100
		2011-12	98	-	17	115
		2010-11	69	-	31	100

The combined Facility Fee for 2019-2020 would represent the tenth year held at the total of \$830.

EXHIBIT "E"

MACMILLAN
From page 13

And that's just 32-year-old, still-young-in-many-minds me. I can only imagine residents in their 40s, 50s, 60s and so on, marveling — or, perhaps, bemoaning — at the mobile device-driven world we live in today.

Change is not easy, and embracing the digital age can be a tough sell for some, but I welcome the evolution, albeit with the caveat that it's our responsibility as adults to set appropriate parameters.

Remember that 20 years ago, we never saw today's world coming, so I urge everyone to take a moment and try to think what 2036 will bring us.

Nostalgia is one thing — but living in the past, instead of looking at ways to move forward, is the opposite example that we're obligated as adults to set for our youth.

Kevin MacMillan is managing editor of the Sierra Sun. He may be reached for comment at kmacmillan@sierrasun.com.

IVGID's Pinkerton gets a D grade — for Deceit

Mr. Steve Pinkerton should receive a D grade (for Deceit) with regard to his recent Bonanza column on IVGID services and costs for sewer and recreation compared to other allegedly similar providers.

Once again, Mr. Pinkerton uses his GM Corner to spread propaganda. He has become so notorious for his deceptive columns, he has garnered the name of "Pinkerspin" among the more informed members of the community.

Over the years, IVGID GMs have made similar comparisons to Tahoe Donner, in an attempt to demonstrate their own superior management skills. Although there are some similarities, the differences make any comparison inherently flawed. For example:

- Tahoe Donner is a homeowner's association, not a government agency, and provides other services (like architectural review) that have nothing to do with recreation but are included in the annual fee.

- \$826 of Tahoe Donner's annual fee goes to capital reserves. IVGID has

Judith Miller
Special to the Bonanza

no separate fund for capital reserves and has been using its so-called reserves to subsidize operations.

- Tahoe Donner HOA receives no property tax nor e-tax revenue.

- Tahoe Donner's Marina, Rec Center, Tennis Center and 68 miles of trails are all private.

- There are provisions in the HOA covenants to limit use of even the public HOA amenities.

- The HOA is required to charge sales taxes to its customers, so all of its taxable sales have to compete with IVGID's tax-free offerings.

- The HOA has to pay taxes on its equipment and goods, whereas IVGID is tax exempt.

Pinkerton's comparison is even worse. The difference in the Rec Fee and the HOA assessment wasn't enough, so he apparently decided to mix in selected property taxes to come up with a bigger number.

He compares the amount of property taxes and rec fees we pay "to support"

sewer and recreation to the taxes and HOA assessments of a Tahoe Donner homeowner.

This is such an obvious attempt to work the numbers and confuse the public when you consider:

- Mr. Pinkerton's comparison doesn't include user fees, so we don't have the full picture.

- He discusses how our rec fee hasn't gone up in 5 years. He fails to mention that several bonds were paid off during that period, yet the rec fee that was raised to specifically to cover those bond payments did not go down!

- He makes note that Tahoe Donner's HOA assessment went up 70% in the last 10 years. But does he point out that our rec fee went up over 300 percent between 1998 and 2008 when homeowners finally had enough?

And just wait until IVGID starts trying to bond for the planned \$50 million of improvements over the next 5 years. Do you think the Rec Fee will remain the same?

Is this a fair comparison? It's like comparing apples to rutabagas.

His claim that IVGID

homeowners pay \$1,000 "to support" the same services for which Tahoe Donner owners pay \$2,650 is absurd.

Even if I agreed they were the same services (which I don't), without telling us the various user fees required to actually receive any services, how can he dare make his self-aggrandizing claim that IVGID's budget numbers are superior?

Putting all that aside, look at what homeowners in Tahoe Donner receive if they opt to pay a mere \$250 "rec fee" in addition to the \$1,900 HOA assessment.

For \$2,150, the owner receives 4 cards for unlimited free access to private amenities: a marina, a recreation center and tennis center (plus a network of 68 miles of private trails).

Here in IVGID, the only technically "private" amenities are the beaches. We have to pay more for most other venues, and they are all open to the public.

For example, to get unlimited access to Tennis and the Rec Center similar to what a Tahoe Donner family gets for \$2,150, a family of four with IVGID

picture pass has to pay an annual rec fee of \$830 — plus \$970 (annual pass-holder family rate) for access to a public rec center and \$700 (annual pass-holder full season family rate) for the public tennis center. That totals \$2,500.

I still prefer to live here in Incline Village (we have the incomparable Lake Tahoe), but certainly not because of Mr. Pinkerton's numbers games. They don't compute.

It may not be easy to find anything comparable to IVGID, so instead of trying to deceive the public with flawed comparisons, why not provide clear, complete, and honest financials (see bit.ly/24R3c2t for a great example) that not only give the Board and the public the true cost of providing services, but will help them decide what changes need to occur in future budgets.

Judith Miller is an Incline Village resident and a member of the Incline Village/Crystal Bay Citizens Advisory Board. She may be reached for comment at jayjarm@ic.netcom.com.

SPRING PLUS

ALL OF WINTER

NEXT OF WINTER

\$677 SEASON PASS

SKI THE REST OF THIS SEASON AND ALL OF NEXT FOR \$226 DOWN!




SPRING PLUS PASS

Valid Monday through Friday
Valid 12/26 to 12/30
Valid 12/26 to 12/30
Valid 12/26 to 12/30
Valid 12/26 to 12/30

Midweek Pass

\$577 ANY AGE

Valid Monday through Friday
Valid 12/26 to 12/30



Mt. Rose

SKI PATROL

available online:

SKIROSE.COM

EXHIBIT "F"

A towing fiasco near Stateline

Facebook blew up a couple of weeks ago with some information about several cars being towed from the Stateline area, specifically around Fern Avenue.

After several back and forth conversations between posters I decide to actually find out what happened.

At first I was skeptical about the amount of the towing cost which was reported to be in the \$650 range. I also was skeptical of the number of vehicles that were reportedly towed and that most, if not all, of the towed cars belonged to Heavenly Village employees.

My first question about what happened went to one of our City Council members who was just as upset as most everyone else — most locals do not have the extra \$650 laying around to pay such an outrageous fine.

Parking is, was and will always be an issue in the Stateline area and has been compounded now that the casinos are charging and the Crescent V Shopping Center tickets cars that are accessing the village. Both of those parking lots are privately owned and they have the right to use them for their guests and shoppers.

My next set of questions went to the police chief and both he and the council member also kept me in the loop with the city attorney and city manager via email.

Here is the rest of the story (credit Paul Harvey for that) and it is not pretty.

It seems the police department and code enforcement contacted the owner of several empty lots in the area where cars were parked on the dirt in the privately-owned lots.

The Tahoe Regional Planning Agency and the city have rules in place to prevent you from parking on the dirt and on private property, however, the city does not always issue citations for parking on dirt, especially in residential areas (think VHRs).

There were so many cars parked on this person's lot that it eventually became an eyesore. The city contacted this person and told him to prevent people from parking on his lot he had to put up signs with the proper ordinances and information stating vehicles will be towed.

The owner contracted with a towing company, Foothill Towing, which bought out California Colors Towing, to remove any cars parked on his private property at any time.

I kinda consider this similar to an ambulance chaser who follows people around looking for a chance to capitalize off their misfortune.

The out-of-town owner just put up signs and to date I've found there's been over 60 vehicles towed from his property at an average cost of \$650 per vehicle. Do the math and you will see



Kenny Curtzwiler

we are in the wrong business.

There is no strict city regulation preventing price gouging by towing companies — maybe there ought to be.

I do know that the police and council are looking into this, as \$290 per hour and a \$75 tow charge is a little steep.

One has to wonder how the Loop Road project, which will displace residents who live in that area (if it happens), will impact the serious lack of parking in the Stateline area. Answer: the problem is only going to get worse, especially if the new convention center is built in one of the only free parking lots left down there.

Perhaps the Tahoe Transportation District should take all the time, money and resources spent on the Loop Road and provide us with an adequate transportation system. Isn't that what the TTD is supposed to be doing? TTD stands for Tahoe Transportation District and unless I am misspelling something I don't see anything about a Loop Road.

On another interesting note, has anybody ever had their car towed for being parked in front of the motels in the Stateline area, specifically the Zalanta area? Turns out many of those signs stating the side street area is private parking are not quite accurate.

Remember I talked about the city not ticketing vehicles for parking on dirt? Well that includes city easements as well, and it turns out many motels, hotels and businesses in that area apparently paved over and put parking stripes on city easements, which is a violation of the city code.

A friend of mine got towed on the last Sunday at Heavenly from one of those places and he got a refund because it was illegal for them to tow.

It's going to be an interesting summer for lawyers in this town if the businesses in that area tow any vehicles from a city easement. No wonder my buddy got a refund.

When we called the tow company they told us they would not be there for at least an hour so come by later. When we got there they charged for two hours of which one they were not there. I questioned that as well and he later got a refund for that too.

Regulation might not be a bad idea for the towing companies.

Kenny Slibum Curtzwiler has been in South Lake Tahoe since the '70s and he knows "where the bodies are buried." Reach him at sklibumfamily @charter.net.

Evaluating Incline GM's performance

Judith Miller
Guest Column

Mr. Pinkerton dusted off his March 3, 2016 GM column comparing IVGID and Tahoe Donner/Truckee and re-published it last month as "A Quick Comparison."

I gave him a D for his deceitful statements the last time around (see my special to the Bonanza on March 9, 2016). This time it's an F.

He FAILS to acknowledge the many significant differences I covered in my 2016 column. He FAILS to admit the Rec Fee remaining at a "flat" \$830 was actually a negative, not a positive for property owners. And he FAILS to recognize that the biggest factors that boosted revenues were Mother Nature's snow, together with a long overdue increase in non-resident lift ticket prices at Diamond Peak.

Ten years ago nearly a third of the rec fee (about \$2 million per year) went for bond payments. But as bonds were paid off, the property owners never received the reductions they were promised. Instead IVGID's director of finance convinced a guileless board that it would be better to avoid fluctuations in the fee (and the resulting stress they inflicted on us poor homeowners) since capital expenses varied year to year. He dubbed the practice "smoothing."

So, rather than presenting projected income and expenses and calculating the rec fee each year, IVGID extracts the same amount from property owners, even in a good year. Increased revenues at

Diamond Peak didn't reduce the rec fee. Diamond Peak, like the beaches, has become another overcrowded venue we have subsidized for years and can now only enjoy at carefully selected hours and days.

Since the Rec Fee is no longer based on any particular need, IVGID has built up a sizable slush fund. That might be fine except that they have been using it for the projects, they, not the residents and property owners, have chosen.

In the five years since Mr. Pinkerton became GM, he has FAILED to even start a single major recreation project. He has FAILED to address the beach overcrowding. All we have are a few new bathrooms and hundreds of thousands of dollars spent on master plans and preliminary designs for dozens of projects, most of which the community doesn't even want.

And now, finally accepting the reality that our existing facilities are in need of updates and repairs. Board Chair Kendra Wong conceded we can likely only do "one or two" new projects in the next five years.

Our community is proud of our amenities and wants to maintain them. If given the opportunity, we will select the best choices. But it now seems paying the Rec Fee is like writing a blank check. We don't know how the money will be spent. Staff seems to be making all the decisions.

The community should determine budget and priorities for capital projects. The Rec Fee's \$6.7 million is still a large portion of the Community Services/Beach budget. There was no survey of property owners before spending nearly \$1 million on the Diamond Peak Master Plan or before "reserving" another million plus in the capital budget for the "entitlements" or before the last-minute change to the FY19-20 budget for upgrades to the Tennis Center and Mountain Clubhouse totaling approximately \$2.75 million, projects that should have been prioritized with others in all of those master plans.

These were initially smaller projects that mushroomed into major ones. The community and the board should be informed well before the May budget deadlines of such large proposed expenditures.

And with the recent passage of Nevada AB86, unless the board modifies its current policy prior to July 1, we can expect even more consultants to help us plan for future projects we don't want and/or can't afford.

The bill will increase the amount of a purchase the GM can make without coming to the board for approval from \$50,000 to \$100,000.

Mr. Pinkerton's annual performance evaluation is just around the corner. Should he get a passing grade?

Judith Miller in an Incline Village resident.

LETTERS TO THE EDITOR

We need the truth on what happened with IVGID trustee's service as election poll worker

We need to find the truth together! After all, the integrity of our elections is at stake.

Almost one year ago, Incline Village and Crystal Bay voters filed complaints alleging misconduct by an IVGID trustee working as a poll worker during early primary voting at Raley's. Our residents filed formal complaints with the Secretary of State.

Shortly thereafter the poll worker was released from service. At that time, I had contacted the SOS and was told that there would be an investigation. A month later I called again and was told by the SOS that the IVGID trustee in question would no longer be working the voting polls.

Recent accounts of the situation are trying to make it like all the complaints were all secondhand — this is untrue. If that were true, why did they do an investigation?

I was sharing this information recently and someone told me that the IVGID trustee in question told her who to vote for at the voting location. This was while he was working there and while she was preparing to vote. She felt he was joking; however, she felt it was very inappropriate. It's unclear whether she had filed a complaint.

Rumors swirl regarding fake controversy over Incline poll worker

On May 17, 2019, Sara Schmitz published the Incline Village Crystal Bay Community 1st May Newsletter on Nextdoor and Facebook, as well as through email.

She wrote that Phil Horan was investigated by the Washoe County registrar of voters for voter tampering, that they determined he was trying to influence voters as a poll worker, and was permanently banned from further poll work.

Almost one year later, I was alarmed to read the press release from our registrar of voters, along with the article that appeared in the May 31 Tahoe Daily Tribune. Both contain information that conflicts with the actual facts.

First, our registrar's press release directly contradicted remarks made by the registrar's coordinator of outreach programs at the May 14 IV/CB Republican Women's luncheon meeting; a meeting I had attended and information I had heard.

During the question and answer period following his presentation, he was asked a question related to the release of a poll worker. He explained that a trustee can serve as a poll worker, but complaints were made and an investigation undertaken. As a result, the trustee was permanently released from serving as a poll worker in the future. The poll worker was never called by name.

Then the registrar's denial of any knowledge of an investigation or its reported outcome directly conflict with what actually took place at the meeting and it is in conflict of what I was told by the SOS last summer.

Now two county commissioners are investigating. We need the truth from them, because other sources of information are giving us conflicting information.

We need assurance that those who assist us at the voting booths comply with all state and federal laws.

*Yolanda Knaak
Incline Village, Nevada*

NONE of that is true, which was easily determined by simply calling the registrar's office. Phil is a 20-year resident of Incline Village who has an outstanding record of volunteering and working for the betterment of our community.

In this age where we all decry the use of "fake news," why would someone like Sara publish such a false claim? Especially for someone who so publicly claims she wants to improve our community, shame on you.

WRITTEN STATEMENT REQUESTED TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 19, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENTS – NOW THAT GM PINKERTON HAS ANNOUNCED HE WILL BE RESIGNING FROM HIS POSITION AS IVGID GM, WE NEED TO CUT OFF HIS DISCRETIONARY SPENDING AUTHORITY SO HE DOESN'T LEAVE OUR COMMUNITY WITH A TROJAN HORSE

Introduction: On June 13, 2019 GM Pinkerton submitted his resignation as IVGID General Manager effective ninety (90) days henceforth¹. He has taken a similar position with the Mountain House Community Services District in San Joaquin Valley, California, effective July 1, 2019². So Incline Village/Crystal Bay is left with a lame duck GM who presumably is going to be working full time for two masters for the period July 1-September 10, 2019. Given Mr. Pinkerton has been given discretionary spending authority by this Board of at least \$50,000, and that authority is about to expand to \$100,000 on July 1, 2019, the Board needs to take immediate measures to protect the public from his irresponsible spending consequences. And that's the purpose of this written statement.

This Board Has Given GM Pinkerton the Unilateral Discretion to Spend Up to \$50,000 of Public Funds Without Board Knowledge or Approval: According to attorney Beko, "General Manager Pinkerton (has)...authority...under IVGID Board Resolution No. 49...NRS Chapter 41, and Polic(ies) 3.1.0(f) & (g)" to enter into contracts or make payments not exceeding \$50,000³ such as the contract GM Pinkerton entered into with attorney Beko for "the defense against (Mark Smith's public records) litigation" agendized as item G(7) for this meeting⁴.

GM Pinkerton Has Used This Spending Authority to Incur Hundreds of Thousands of Dollars in Wasteful Consultant and Attorney Charges Subsidized by the Recreation Facility Fee ("RFF"): which has nothing to do with the stated purposes for that fee; i.e., the availability to use public recreational facilities⁵ which are just as available to be used by the general public *without* payment of the RFF, as they are available to be used by those who are involuntarily assessed the RFF.

¹ ¶7 of his employment agreement with the District requires ninety (90) days notice on his part.

² See http://www.goldenstatenewspapers.com/tracy_press/news/mountain-house-csd-hires-new-general-manager/article_8df74698-8deb-11e9-8df5-77e8483f1b1a.html.

³ See page 164 of the packet of materials prepared by staff in anticipation of this June 19, 2019 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_6-19-19.pdf ("the 6/19/2019 Board packet")].

⁴ See page 3 of the 6/19/2019 Board packet.

⁵ See ¶4(b) at page 252 and ¶I at page 259 of the packet of materials prepared by staff in anticipation of the Board's May 22, 2019 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-22-19.pdf ("the 5/22/2019 Board packet")].

Effective July 1, 2019 This Spending Authority is Doubled to \$100,000: as a result of the passage of AB86⁶.

For These Reasons I e-Mailed the Board on June 17, 2019 Asking it Agendize a Special Meeting at the Earliest Opportunity to Address This and Other Ancillary Matters Arising Out of GM Pinkerton's Resignation Notice⁷: Yet so far, the Board has done *nothing*.

I am Also Concerned That Unless Restrained, Mr. Pinkerton May Parse Out Unwarranted Promotions, and Bonuses, and Unnecessary Pay Raises to His Favorite Public Colleagues: He's already done this insofar as Indra Winquest is concerned. Now I am concerned about the remainder. Remember, this is what Bill Horn did after he announced his retirement and became a lame duck GM.

A Formal Board Meeting Where This Subject is Noticed is a Pre-Requisite to Discussing and Taking Any Action to Withdraw GM Pinkerton's Unilateral Spending/Other Authorities: NRS 241.020(2)(d) instructs that "written notice of all meetings must be given at least 3 working days before the meeting (and) the notice must include...an agenda consisting of: (1) a clear and complete statement of the topics scheduled to be considered during the meeting; (and,) (2) a list describing the items on which action may be taken and clearly denoting that action may be taken on those items by placing the term 'for possible action' next to the appropriate item." Given NRS 241.036 instructs that "the action of any public body taken in violation of any provision of this chapter is void," taking action on items that have not been noticed is void⁸.

So Why Hasn't the Board Agendized This Matter For Possible Action? Either our Board is unable to connect the dots, or worse, ***board members just don't care***. Because this matter hasn't been agendized as I requested on June 17, 2019, I believe the answer to be the latter. I challenge the Board to demonstrate otherwise. And for this additional reason, this written statement is presented.

Conclusion: Why do members of the public have to *continue to do staff's job* of protecting the public? If you're not going to agendize this matter for possible action as requested, then the message to the public is that our Board is no better than its staff. Or to answer the question raised by former President Bush ("are you with us or with the terrorists?"), ***our Board is with the terrorists!***

And You Wonder Why Our Recreation ("RFF") and Beach ("BFF") Facility Fees Which Financially Support Colossal Wastes Like These Are as High as They Are? I've now provided more answers. Respectfully, Aaron Katz (Your Community Watchdog Because No One Else Seems to be Watching).

⁶ Go to <https://legiscan.com/NV/bill/AB86/2019>.

⁷ A copy of that e-mail is attached as Exhibit "A" to this written statement.

⁸ Also see ¶6.01, *General*, page 58, of the Open Meeting Law Manual (http://ag.nv.gov/uploadedFiles/agnv.gov/Content/About/Governmental_Affairs/OML_Portal/2016-01-25_OML_12TH_AGOMANUAL.pdf).

EXHIBIT "A"

Request to Call a Special Meeting to Agendize What to Do With GM Pinkerton's Discretionary Spending Authority Now That He is a "Lame Duck" GM

From: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
To: Wong Kendra Trustee
Cc: Horan Phil <horan_trustee@ivgid.org>, Callicrate Tim Trustee <callicrate_trustee@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Morris Peter <Peter_Morris@ivgid.org>, Herron Susan <Susan_Herron@ivgid.org>
Subject: Request to Call a Special Meeting to Agendize What to Do With GM Pinkerton's Discretionary Spending Authority Now That He is a "Lame Duck" GM
Date: Jun 17, 2019 11:08 AM

Dear Chairperson Wong and Other Honorable Members of the IVGID Board:

By now you know that GM Pinkerton has taken a job with the Mountain House CSD in California, effective July 1, 2019, and that he has resigned as IVGID GM effective 90 days from June 13, 2019..

I don't know how Mr. Pinkerton intends to be the MHCS D's GM when he's still contractually obligated to be IVGID's GM until on/about September 10, 2019. So in order to learn the particulars and to take Board action in response to what GM Pinkerton shares with the Board and the public, it seems to me we need a publicly noticed meeting at the earliest instance. Translation = a special meeting of the Board upon the minimum three days' notice..

We have another reason for a special meeting of the Board, and that's to take away GM Pinkerton's unilateral spending authority now that he is a lame duck GM. The last thing we should want is the financial legacy of his irresponsible spending which unless otherwise curtailed, may take place between now and September 10, 2019. Some examples - promotions and salary increases to current IVGID employees.

Right now Policy 3.1.0 gives GM Pinkerton the discretion to spend and enter into contracts exempt from NRS 332's and 338's spending limits; i.e., less than \$50K. But effective July 1, 2019, because of AB86, those limits get doubled to \$100K. The last thing we should want is the legacy of one or more \$100K expenditures the Board has never appropriated. What I refer to as Mr. Pinkerton's "Trojan Horse."

We also need to curtail GM Pinkerton's authority to grant job promotions and salary increases to current IVGID employees as I've suggested. One example would be Indra Winquest's promotion to Ass't GM.

These issues cannot be addressed at this Wednesday's Board meeting because there is no agenda item that permits Board action. Hence the need for a special Board meeting at the earliest instance. Please notice such a meeting for these purposes.

And please include a copy of this e-mail in the next Board packet so the public learns what I have asked.

Thank you for your cooperation. Aaron Katz

WRITTEN STATEMENT REQUESTED TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 19, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENTS – WHAT DO WE DO WITH A PUBLIC WORKS DIRECTOR WHO ACTS AS JUDGE, JURY AND EXECUTIONER WHEN IT COMES TO THE SALE OF EFFLUENT WASTE BY PRODUCTS INASMUCH AS NEVADA REVISED STATUTES (“NRS”) AND IVGID BOARD POLICY PRE-CONDITION SALE UPON BOARD APPROVAL AFTER PUBLIC HEARING?

Introduction: Recently I learned that our Public Works Director, Joseph Pomroy, has been acting on the IVGID Board’s behalf, without the Board’s knowledge, insofar as the sale of a sewer by-product; treated effluent wastewater. Mr. Pomroy has hidden the fact that he has unilaterally negotiated and entered into written agreements for the sale of that wastewater with at least two private concerns. And this is for a product which according to the NRS, *must* be approved by the Board after a public hearing. What do we do with such an individual? That’s the purpose of this written statement.

Sewerage Treatment: Most folks know that one of the services IVGID provides to the communities of Incline Village/Crystal Bay is sewer treatment and disposal. After all, each month we receive a bill for these services. And each year, at least for the last ten or more years, Mr. Pomroy has presented a rate study to the Board which has been the pre-cursor to sewer rate increases.

According to IVGID, “the IVGID Wastewater Reclamation Facility (Treatment Plant treats)...an average of 1.3 million gallons of *wastewater* daily. The collection and export system *for (that) wastewater* includes: 100 miles of sewer pipelines, 18 pumping stations, a half million-gallon storage tank, and a twenty-mile export pipeline taking treated effluent out of the Tahoe Basin for final disposal (in Douglas County) The wastewater treatment plant processes and disinfects wastewater using conventional biological treatment processes and solids handling facilities.

The wastewater treatment process, from start to finish, takes approximately 15 hours. The solids removed from the process are sent to Bentley Ranch for composting with other organic material. The export pipeline transports the plant’s secondary treated effluent to the IVGID wetlands in Douglas County (Carson City)...

The *treated wastewater* goes through final treatment by disposal through evaporation, transpiration (evaporation through plants), and percolation (seepage through soil). The water passes through several wetland lagoons on 290 acres of the 770 acre site. The system works in harmony with the existing warm-water wetlands, adapts to year-round fluctuations in weather and temperature, and meets state and EPA water quality requirements while providing unique wetlands habitat. The site includes a natural warm-water wetland and supports over 70 species of birds and mammals.”¹

¹ Go to <https://www.yourtahoeplace.com/public-works/sewer/about-our-sewer-system>.

The District Has Constructed a Public Wastewater System: On April 10, 2019 the IVGID Board adopted Ordinance No. 2²; one which “Establish(ed) Rates, Rule and Regulations for Sewer Service(s Furnished) by the Incline Village General Improvement District.” According to ¶1.04 of the Ordinance, “the District (has) furnish(ed) a system, plant, works and undertaking(, in part,) used for and useful in the collection, treatment and disposal of *domestic wastewater*...including all parts of the enterprise, all appurtenances thereto, and lands, easements, rights in land, *contract rights and franchises*.”

The IVGID Board Has the Power to Sell Treated Wastewater: NRS 318.116(11) states that GIDs like IVGID which have been granted this power³ may “furnish...sanitary facilities for sewerage, as provided in NRS 318.140.” NRS 318.140(1)(c) states that GID “board(s) may...*sell any product or by-product thereof*.” Given wastewater is a by-product of sewer treatment⁴, it may be sold by IVGID.

The IVGID Board Shall Set Rates For Treated Wastewater: NRS 318.197(1) states that “the board may fix, and from time to time increase or decrease...sewer...rates, tolls or charges...including, but not limited to, service charges and standby service charges, for services or facilities furnished by the district, charges for the availability of service, annexation charges, and minimum charges.” Moreover, ¶9.16(A) of IVGID Ordinance No. 4 (see discussion below) instructs that “the Board of Trustees shall set the water service charges when approving the annual Capital Improvement Plan and Operating Budget.” Alternatively, ¶14.13 of IVGID Ordinance No. 2 instructs that “the Board of Trustees shall set the sewer service charges when approving the annual Capital Improvement Plan and Operating Budget.”

Since Treated Wastewater is in Essence Water Used For Irrigation Purposes, its Sale is Regulated by IVGID Ordinance No. 4: On April 10, 2019, the IVGID Board adopted its current water ordinance⁵; one which “Establish(ed) Rates, Rule and Regulations for Water Service(s Furnished) by the Incline Village General Improvement District.” Ordinance No. 4 applies to treated wastewater because:

1. The ordinance makes no distinction between potable and waste water;

2. ¶2.01 instructs that IVGID is a Water/Wastewater Utility because “for the purpose of this ordinance, additional terms not specifically defined herein shall have the meaning indicated in Chapter 1 of the most recently adopted edition of the plumbing code entitled ‘Uniform Plumbing

² Go to https://www.yourtahoeplace.com/uploads/pdf-public-works/Ordinance_2_-_2019_Resolution_1866.pdf.

³ IVGID was granted this power in its initiating ordinance.

⁴ According to ¶2.47 of Sewer Ordinance No. 2, it is “a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions, together with any ground water, surface water, and storm water that may be present.”

⁵ Go to https://www.yourtahoeplace.com/uploads/pdf-public-works/Ordinance_4_-_2019_Resolution_1867.pdf.

Code' (UPC), compiled by the International Association of Plumbing and Mechanical Officials." ¶225.0 of the UPC defines a "Water/Wastewater Utility" as "a public or private entity which may treat, deliver or do both functions to reclaimed (recycled) water, potable water, or both, to wholesale or retail customers;"

3. ¶1.02 instructs that "this ordinance (has been)...adopted(, in part,) pursuant to NRS... 318.140." Given NRS 318.140(1)(c) pertains to the sale of "*any (sewerage) product or by-product thereof*," Ordinance No. 4 regulates its sale;

4. ¶1.04 instructs that the District's water system includes wastewater delivery inasmuch as wastewater is encompassed within a "plant, works and undertaking used for and useful in obtaining, conserving and *disposing of water* for public and private uses, *including all parts of the enterprise*, all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, *and other water supply, storage and distribution facilities* and equipment;

5. ¶2.42(E) instructs that the purchasers of IVGID wastewater for irrigation purposes are "Irrigation Service...Customers for agricultural, floricultural or horticultural use (and they) shall be billed as a commercial service;"

6. ¶9.16(A) instructs that "irrigation...rates...for all users within the District...shall apply... as shown in the current Schedule of Service Charges...Where water service is provided for Customers not within the boundaries of the Incline Village General Improvement District, a service charge of two hundred percent (200%) of bulk water for construction" shall apply (that schedule is attached as Exhibit "A" to this written statement⁶); and,

7. It seems clear that the wastewater the public's sewer system produces is subject to Exhibit "A."

Alternatively, Since Treated Wastewater is a Product of the District's Sewage Facilities, its Sale is Regulated by IVGID Ordinance No. 2: As aforesaid, on April 10, 2019, the IVGID Board adopted its current sewer ordinance. Given:

1. ¶1.04 instructs that "the District (has) furnish(ed) a system, plant, works and undertaking(, in part,) used for and useful in the collection, treatment and disposal of *domestic wastewater*...including all parts of the enterprise, all appurtenances thereto, and lands, easements, rights in land, *contract rights and franchises*" pertaining thereto;

2. ¶1.02 instructs that "this ordinance (has been)...adopted(, in part,) pursuant to NRS... 318.140," and NRS 318.140(1)(c) pertains to the sale of "*any (sewerage) product or by-product thereof*;"

⁶ Go to https://www.yourtahoepace.com/uploads/pdf-public-works/Schedule_of_Service_Charges_-_2019_Resolution_1868.pdf.

3. ¶3.01 instructs that “the...rules and regulations (contained in Ordinance No. 2, in part)...respecting...*disposal of wastewater*...are hereby adopted;”

4. ¶14.13 instructs that “any user of the District’s sewage facilities shall pay to the District a sewer service charge in accordance with the schedule attached as the current Schedule of Service Charges” (that schedule is attached as Exhibit “B” to this written statement⁶); and,

5. It seems clear that the wastewater the public’s sewer system generates is subject to Exhibit “B.”

Before Wastewater Rates, Tolls, Charges, Services or Practices Which Affect Any Rate, Toll, Charge, Service or Product Are Changed or Increased, IVGID Must Provide the Public With Notice and Adopt a Resolution to This Effect After a Public Hearing: NRS 318.199(2) states that “whenever the board of trustees proposes to change any individual or joint rate, toll, charge, service or product, or any individual or joint practice which will affect any rate, toll, charge, service or product, the board of trustees *shall* hold public hearings after 30 days’ notice has been given to all users of the service or product within the district.”

NRS 318.199(4) states that “all users of the service or product shall be afforded a reasonable opportunity to submit data, views or arguments orally or in writing at the place, date and time specified in the notice, or at any subsequent place or time to which the hearing may be adjourned.”

NRS 318.199(5) state that only “after public hearing...if...the board of trustees determines that the proposed action is required, the board *shall* adopt a resolution establishing the new or changed rates, tolls, charges, services to be performed or products to be furnished.”

Although ¶4.03(A) of both Ordinance Nos. 2 and 4 set forth the Director of Public Works’ duties thereunder, one of those duties is *not* to enter into contracts for the sale and delivery of water/ wastewater *without Board approval*.

Notwithstanding the Above, on September 19, 2016 Mr. Pomroy Entered Into a Ten (10) Year September 8, 2016 Agreement, Purportedly on IVGID’s Behalf, With the Schneider Family Trust (“Schneider”) For the Sale of IVGID Wastewater: That agreement is attached to this written statement as Exhibit “C.” ¶4.1 of that agreement changed the fees Schneider pays for IVGID wastewater to “Twenty-Five-Cents (\$0.25) per One-Thousand (1,000) Gallons of Effluent.”

This September 8, 2016 Agreement Was Entered Into Without Board Approval: On April 10, 2019 I sent a public records request to IVGID’s Public Records Officer (“PRO”) asking to examine records evidencing the IVGID Board’s approval of the September 8, 2016 agreement with Schneider. Instead of providing me with the requested evidence of Board approval, listen how Ms. Herron’s responded later in the April 10, 2019:

“On August 3, 2017 I provide you all Board minutes from 1/1/2001 to 12/31/2010 and then on August 22, 2017, I provided you all Board minutes from 1/1/2011 to 8/22/2017. Therefore you already have in your possession all records” requested so you should go looking for the requested Board approvals *yourself*.

But it turns out the requested evidence of Board approval was not included in the minutes of any of the foregoing meetings because I searched those minutes as Ms. Herron suggested, and none was there. So later in the April 10, 2019 work day I so informed Ms. Herron (as well as the Board) and asked she “either produce the requested records, or respond as the (Public Records Act) instructs.” According to NRS 239.0107(1), that would either be “one of the following, as applicable:

(a)...Allow the person to inspect or copy the (requested) public book or record (or)...

(b) If the governmental entity does not have legal custody or control of the public book or record, provide to the person, in writing:

(1) Notice of that fact; and

(2) The name and address of the governmental entity that has legal custody or control of the public book or record, if known.”

So how did Ms. Herron respond? She did what she does so well; simply ignore the request even though she knew, and presently knows, that the Board never approved the agreement.

We know the Board never approved the agreement for at least three reasons in addition to the fact that Ms. Herron has been unable to produce evidence of Board approval. Those reasons are:

1. At the Board’s April 10, 2019 meeting Trustee Callicrate stated that until receipt of my April 10, 2019 e-mail to the Board, he had no idea that IVGID was selling treated wastewater to anyone;

2. I have been attending nearly every Board meeting and at no time have I ever seen the Board agendize, let alone approve, the subject agreement; and,

3. NRS 47.250(3) instructs that the effect of Ms. Herron’s suppression is to presume the requested Board approval *does not exist* (“evidence willfully suppressed (is presumed to)...be adverse if produced”).

The e-mail string between Ms. Herron and me is attached as Exhibit “D” to this written statement. The reader will see the ascribed requests/responses because I have placed asterisks next to them.

The Predecessor March 25, 1970 Agreement Was Entered Into *Without Board Approval*: ¶E of the recital to the September 8, 2016 agreement references a predecessor March 25, 1970 agreement between Harry Schneider, deceased, and IVGID, “relating to the same subject matter

discussed (t)herein.” For this reason on April 10, 2019, I made a request Ms. Herron provide me with the Board’s approval of that agreement. And how did she respond? Exhibit “D” demonstrates what Ms. Herron does so well. She simply ignores the request even though she knows the Board never approved this agreement. NRS 47.250(3) instructs that the effect of this suppression is to presume the requested approval *does not exist*.

Or is Ms. Herron concealing the requested Board approval? At the Board’s April 10, 2019 Mr. Pomroy expressly represented to the Board that the March 25, 1970 agreement was in fact approved by the then Board. Either Mr. Pomroy does not know one way or the other and he is simply speculating the agreement was so approved, or he knows it was approved and he has withheld written evidence from Ms. Herron and the public. Regardless, since staff have refused to provide evidence of the Board’s approval of this agreement, as far as I am concerned, none exists.

This September 8, 2016 Agreement Was Entered Into *Without Public Notice*: The Board goes through a structured procedure whenever approving a matter the subject of a public hearing, such as water and sewer ordinance modifications. It votes to set a hearing date, publishes advance notice of that date for at least thirty (30) days, it conducts a public hearing where members of the public can “submit data, views or arguments orally or in writing.” None of this happened and this truism can be confirmed by examining the archived agendas and Board packets for all 2016 Board meetings⁷.

And Notwithstanding the Above, on/About July 1, 2017 Mr. Pomroy Entered Into a Forty (40) Year Amendment to the July 1, 2008 Amended Agreement With the Club at Clear Creek Tahoe, Inc. (“the Club”), Purportedly on IVGID’s Behalf, For the Sale of IVGID Wastewater: That agreement, along with a predecessor agreement and assignment of that agreement, are collectively attached to this written statement as Exhibit “E.” ¶4.1 of that agreement changed the fees Clear Creek pays for IVGID wastewater to “One Dollar and Fourteen Cents (\$1.14) per One-Thousand (1,000) Gallons of Effluent Plus (an) Effluent Meter Base Charge...of Four Hundred Dollars (\$400)...on a Monthly Basis.”

This July 1, 2017 Amendment Agreement Was Entered Into *Without Board Approval*: Exhibit “D” evidences the e-mail string between Ms. Herron and me where I asked to examine the Board’s approval of this agreement, and Ms. Herron refused to make it available for my examination. NRS 47.250(3) instructs that the effect of this suppression is to presume the requested approval *does not exist*.

This July 1, 2017 Amendment Agreement Was Entered Into *Without Public Notice*: Again, one need only examine the archived agendas and Board packets for all 2017 Board meetings⁷. Nowhere will the Board find anything referencing approval of the subject agreement.

Clear Creek Golf, LLC’s (“Clear Creek’s”) July 23, 2013 Assignment to the Club of the Amended July 1, 2018 Agreement Was Entered Into *Without Board Approval*: on April 10, 2019, I made a request Ms. Herron provide me with the Board’s approval of this assignment. And how did she respond? Exhibit “D” demonstrates what Ms. Herron does so well. She simply ignores the request

⁷ Go to <https://www.yourtahoeplace.com/ivgid/board-of-trustees/archived-agendas-and-packets>.

even though she knows the Board never approved that assignment. NRS 47.250(3) instructs that the effect of this suppression is to presume the requested approval *does not exist*.

Clear Creek’s August 26, 2008 Assignment to the Club of the Amended July 1, 2008 Agreement Was Entered Into Without Board Approval: on April 10, 2019, I made a request Ms. Herron provide me with the Board’s approval of that assignment. And how did she respond? Exhibit “D” demonstrates what Ms. Herron does so well. She simply ignores the request even though she knows the Board never approved this assignment. NRS 47.250(3) instructs that the effect of this suppression is to presume the requested approval *does not exist*.

IVGID’s Consent to the Clear Creek’s August 26, 2008 Collateral Assignment to the Club of the Amended July 1, 2008 Agreement Was Entered Into Without Board Approval: on April 10, 2019, I made a request Ms. Herron provide me with the Board’s approval of that assignment. And how did she respond? Exhibit “D” demonstrates what Ms. Herron does so well. She simply ignores the request even though she knows the Board never approved this assignment. NRS 47.250(3) instructs that the effect of this suppression is to presume the requested approval *does not exist*.

IVGID’s July 1, 2008 Agreement With Clear Creek Was Entered Into Without Board Approval: on April 10, 2019, I made a request Ms. Herron provide me with the Board’s approval of that agreement. And how did she respond? Exhibit “D” demonstrates what Ms. Herron does so well. She simply ignores the request even though she knows the Board never approved this agreement. NRS 47.250(3) instructs that the effect of this suppression is to presume the requested approval *does not exist*.

Mr. Pomroy Has Never Brought Up the Subject of Wastewater Sales in Any of the Annual Rate Studies He Has Presented: For confirmation of this fact, given the last wastewater rate change with:

1. Schneider took place on September 8, 2016, let’s go back to Mr. Pomroy’s January 14, 2016 utility rate study⁸.

2. The Club⁹ took place on July 1, 2017, let’s go back to Mr. Pomroy’s February 8, 2017 utility rate study¹⁰.

⁸ See pages 1-36 of the packet of material prepared by staff in anticipation of the Board’s January 14, 2016 meeting [https://www.yourtahoepplace.com/uploads/pdf-ivgid/BOT_Special_Packet_1-14-2016.pdf (“the 1/14/2016 Board packet”).]

⁹ An amendment to the July 1, 2008 agreement (see Exhibit “E”).

¹⁰ See pages 8-54 of the packet of material prepared by staff in anticipation of the Board’s February 8, 2017 meeting [https://www.yourtahoepplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_2-8-2017.pdf (“the 2/8/2017 Board packet”).]

NOWHERE in both of these studies did Mr. Pomroy even bring up the word “wastewater.” Why not?

So What Are These “Sweet Deals” Mr. Pomroy Has Unilaterally Bestowed Costing Local Rate Payers? Let’s start with the Schneider. According to ¶¶4.1 and 4.2 of the September 8, 2016 agreement (Exhibit “C”), Schneider pays IVGID “Twenty-Five-Cents (\$0.25) per One-Thousand (1,000) Gallons of” wastewater plus a yearly Consumer Price Index (“CPI”) increase. What excess water charge does it pay? *ZERO*. What Capital Improvement Charge (“CIC”) does it pay? *ZERO*!

Let’s look at what the Club pays IVGID. According to ¶4.1 of the July 1, 2017 agreement (Exhibit “E”), Clear Creek pays IVGID “One Dollar and Fourteen Cents (\$1.14) per One-Thousand (1,000) Gallons of Effluent Plus (an) Effluent Meter Base Charge...of Four Hundred Dollars (\$400)...on a Monthly Basis.” What excess water charge does it pay? *ZERO*. What CIC does it pay? *ZERO*!

What does the typical commercial customer pay for the water it uses? \$1.55 per 1,000 gallons for the first 20,000 gallons; \$2.48 per 1,000 gallons for the next 40,000 gallons; \$3.82 per 1,000 gallons for each additional 1,000 gallons; plus a base rate and CIC charges based upon the diameter of the customer’s water meter (see Exhibit “A”). Since staff refuses to share the particulars of either of these wastewater customer’s bills [“we do not release...a customer of IVGID(’s)...bill” (see Exhibit “D”)], the public cannot determine how much less Schneider and Clear Creed are paying compared to your typical commercial customer.

How Much More Would Schneider and Clear Creek Have to Pay if IVGID Did Not Supply Either With Water For its Irrigation Needs? *PLENTY*!

How Much is it Costing the District to Provide an Effluent Export Line to Deliver Wastewater to Both Schneider and Clear Creek? *PLENTY*!

How Many Other Wastewater Customers Does IVGID Have, and What Are They Paying For Their Irrigation Needs? Who knows? It’s called lack of transparency stupid.

How Much More Could the District Charge Both Schneider and Clear Creek if This By-Product Were Priced by the Board After Public Hearing? *PLENTY*!

This Isn’t the First Episode Where Mr. Pomroy Has Entered Into Agreements Without Board Approval Which Has Ended Up Costing Local Parcel/Dwelling Unit Owners Their RFF: That’s right. Some years ago the public learned that Mr. Pomroy had entered into a series of agreements with NV Energy, *without Board approval*, whereby the District was required to purchase, install, maintain, provide free electric power [for five (5) years], and subscribe to a nationwide fee-based Chargepoint service [for five (5) years] four (4) electric vehicle charging stations (“EVCS”). Even though the purchase of each of these four (4) EVCS resulted in a \$5,000 grant, the grant was insufficient to cover all of the District’s out-of-pocket expenses associated with this project. And at the end of the day, it was revealed that the net cost to the public was at least \$25,000, payable from the RFF.

When all of this was discovered, I and others requested Mr. Pomroy's employ be terminated for acting in excess of his authority and unnecessarily costing local parcel/dwelling unit owners \$25,000 or more.

This Isn't the First Episode Where Other Staff Members Have Entered Into Agreements Without Board Approval Which Has Ended Up Costing Local Parcel/Dwelling Unit Owners Their RFF: That's right. Somewhat recently, the public learned that Gerry Eick (Director of Finance) had entered into contracts with three sets of private persons, *without Board approval*, to sell three unbuildable lots in the Bitterbrush condominium development acquired from Washoe County under the guise they would be retained for "open space" purposes. And at the end of the day, these lots were sold at prices and to persons Mr. Eick unilaterally determined. In other words, another means of "buying" IVGID support from members of the public now beholden to staff. When all of this was discovered, I and others requested Mr. Eick's employ be terminated for acting in excess of his authority.

And Now Mr. Pomroy Has Again Entered Into Agreements He Has No Power to Enter Into to the Public's Detriment What Does the Board Do With This Self-Styled Judge, Jury and Executioner?

And Since Attorney Jason Guinasso Has Apparently Been Mr. Pomroy's Co-Conspirator What Does the Board Do With Mr. Guinasso? Take a look at pages 15 and 19 of the Schneider wastewater agreement (Exhibit "C"). Although Mr. Guinasso's signature is missing from page 18, his name certainly isn't. Which demonstrates he is the one who likely counseled Mr. Pomroy to hide the existence of this agreement from the Board and the public.

Take a look at page of the Club wastewater agreement (Exhibit "E"). Although we don't see Mr. Guinasso's name or signature, someone had to draft the language replacing Article IV pertaining to compensation. If not Mr. Guinasso, then who? And regardless of "who," does Mr. Pomroy expect the Board and the public to believe he didn't enter into the latest amendment agreement without first consulting with Mr. Guinasso since he was IVGID's attorney on July 1, 2017?

So what does the Board do with an attorney who hides important matters from the Board and the public the attorney knows must be disclosed?

Conclusion: So now that you know the truth, do you not see that there's no need for the Board because we have unelected staff performing many of the functions the Board should be performing. Board members, do your job by terminating the employ of individuals like these who obviously care more about themselves and their colleagues than the public they were hired to serve.

And you wonder why our water and sewer utility rates remain as high as they do? Now I've provided some answers.

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

EXHIBIT "A"



WATER - SCHEDULE OF SERVICE CHARGES

As Adopted on 4/10/19, Resolution No. 1868

Residential 3/4" Service Rates (CAF = 1)	
Water Base x CAF x Users	\$11.97
Water Capital Improv x CAF x Users	\$15.10
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
3/4" Base Monthly Invoice	\$32.09
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 20,000 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 60,000 gal	\$1.34/1000 gallons
3/4" Water Connection	\$1,610
3/4" Water Retroactive Capital Improv	\$1,840

1" Service Rates (CAF = 1.67)	
Water Base x CAF x Users	\$19.99
Water Capital Improv x CAF x Users	\$25.22
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
1" Base Monthly Invoice	\$50.23
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 33,400 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 100,200 gal	\$1.34/1000 gallons
1" Water Connection	\$2,680
1" Water Retroactive Capital Improv	\$3,070

1.5" Service Rates (CAF = 3.33)	
Water Base x CAF x Users	\$39.86
Water Capital Improv x CAF x Users	\$50.28
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
1.5" Base Monthly Invoice	\$95.16
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 66,600 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 199,800 gal	\$1.34/1000 gallons
1.5" Water Connection	\$5,350
1.5" Water Retroactive Capital Improv	\$6,120

2" Service Rates (CAF = 5.33)	
Water Base x CAF x Users	\$63.80
Water Capital Improv x CAF x Users	\$80.48
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
2" Base Monthly Invoice	\$149.30
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 106,600 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 319,800 gal	\$1.34/1000 gallons
2" Water Connection	\$8,560
2" Water Retroactive Capital Improv	\$9,790

3" Service Rates (CAF = 10)	
Water Base x CAF x Users	\$119.70
Water Capital Improv x CAF x Users	\$151.00
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
3" Base Monthly Invoice	\$275.72
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 200,000 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 600,000 gal	\$1.34/1000 gallons
3" Water Connection	\$16,070
3" Water Retroactive Capital Improv	\$18,380

4" Service Rates (CAF = 16.67)	
Water Base x CAF x Users	\$199.54
Water Capital Improv x CAF x Users	\$251.72
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
4" Base Monthly Invoice	\$456.28
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 333,400 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 1,000,200 gal	\$1.34/1000 gallons
4" Water Connection	\$26,780
4" Water Retroactive Capital Improv	\$30,630

6" Service Rates (CAF = 33.33)	
Water Base x CAF x Users	\$398.96
Water Capital Improv x CAF x Users	\$503.28
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
6" Base Monthly Invoice	\$907.26
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 666,600 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 1,999,800 gal	\$1.34/1000 gallons
6" Water Connection	\$53,540
6" Water Retroactive Capital Improv	\$61,240

8" Service Rates (CAF = 53.33)	
Water Base x CAF x Users	\$638.36
Water Capital Improv x CAF x Users	\$805.28
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
8" Base Monthly Invoice	\$1,448.66
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 1,066,600 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 3,199,800 gal	\$1.34/1000 gallons
8" Water Connection	\$85,670
8" Water Retroactive Capital Improv	\$97,990

10" Service Rates (CAF = 76.65)	
Water Base x CAF x Users	\$917.50
Water Capital Improv x CAF x Users	\$1,157.42
Water Admin Fee per Account	\$3.97
Defensible Space x Users	\$1.05
10" Base Monthly Invoice	\$2,079.94
Water Use	\$1.55/1000 gallons
Water Tier 1 - Use above 1,533,000 gal	\$0.93/1000 gallons
Water Tier 2 - Use above 4,599,000 gal	\$1.34/1000 gallons
10" Water Connection	\$123,140
10" Water Retroactive Capital Improv	\$140,840

EXHIBIT "B"



SEWER - SCHEDULE OF SERVICE CHARGES

As Adopted on 4/10/19, Resolution No. 1868

Residential & 3/4" Service Rates (CAF = 1)	
Sewer Base x CAF x Users	\$19.54
Sewer Capital Improv x CAF x Users	\$31.45
Sewer Admin Fee per Account	\$3.97
3/4" Base Monthly Invoice	\$54.96
Sewer Use*	\$3.20/1000 gallons
3/4" Sewer Connection**	\$3,230
3/4" Sewer Retroactive Capital Improv**	\$1,940

1" Service Rates (CAF = 1.67)	
Sewer Base x CAF x Users	\$32.63
Sewer Capital Improv x CAF x Users	\$52.52
Sewer Admin Fee per Account	\$3.97
1" Base Monthly Invoice	\$89.12
Sewer Use*	\$3.20/1000 gallons
1" Sewer Connection**	\$5,400
1" Sewer Retroactive Capital Improv**	\$3,240

1.5" Service Rates (CAF = 3.33)	
Sewer Base x CAF x Users	\$65.07
Sewer Capital Improv x CAF x Users	\$104.73
Sewer Admin Fee per Account	\$3.97
1.5" Base Monthly Invoice	\$173.77
Sewer Use*	\$3.20/1000 gallons
1.5" Sewer Connection**	\$10,770
1.5" Sewer Retroactive Capital Improv**	\$6,470

2" Service Rates (CAF = 5.33)	
Sewer Base x CAF x Users	\$104.15
Sewer Capital Improv x CAF x Users	\$167.63
Sewer Admin Fee per Account	\$3.97
2" Base Monthly Invoice	\$275.75
Sewer Use*	\$3.20/1000 gallons
2" Sewer Connection**	\$17,240
2" Sewer Retroactive Capital Improv**	\$10,350

3" Service Rates (CAF = 10)	
Sewer Base x CAF x Users	\$195.40
Sewer Capital Improv x CAF x Users	\$314.50
Sewer Admin Fee per Account	\$3.97
3" Base Monthly Invoice	\$513.87
Sewer Use*	\$3.20/1000 gallons
3" Sewer Connection**	\$32,340
3" Sewer Retroactive Capital Improv**	\$19,430

4" Service Rates (CAF = 16.67)	
Sewer Base x CAF x Users	\$325.73
Sewer Capital Improv x CAF x Users	\$524.27
Sewer Admin Fee per Account	\$3.97
4" Base Monthly Invoice	\$853.97
Sewer Use*	\$3.20/1000 gallons
4" Sewer Connection**	\$53,910
4" Sewer Retroactive Capital Improv**	\$32,380

6" Service Rates (CAF = 33.33)	
Sewer Base x CAF x Users	\$651.27
Sewer Capital Improv x CAF x Users	\$1,048.23
Sewer Admin Fee per Account	\$3.97
6" Base Monthly Invoice	\$1,703.47
Sewer Use*	\$3.20/1000 gallons
6" Sewer Connection**	\$107,790
6" Sewer Retroactive Capital Improv**	\$64,740

8" Service Rates (CAF = 53.33)	
Sewer Base x CAF x Users	\$1,042.07
Sewer Capital Improv x CAF x Users	\$1,677.23
Sewer Admin Fee per Account	\$3.97
8" Base Monthly Invoice	\$2,723.27
Sewer Use*	\$3.20/1000 gallons
8" Sewer Connection**	\$172,470
8" Sewer Retroactive Capital Improv**	\$103,590

10" Service Rates (CAF = 76.65)	
Sewer Base x CAF x Users	\$1,497.74
Sewer Capital Improv x CAF x Users	\$2,410.64
Sewer Admin Fee per Account	\$3.97
10" Base Monthly Invoice	\$3,912.35
Sewer Use*	\$3.20/1000 gallons
10" Sewer Connection**	\$247,890
10" Sewer Retroactive Capital Improv**	\$148,890

* **Residential Variable Sewer Costs:** Variable sewer costs for residential customers are based on monthly water use as follows: During the non-irrigation months (December through April), the variable sewer cost is calculated using the metered water use value. During irrigation billing months (May through November), the variable sewer cost shall be the lesser of the metered water use value or the non-irrigation months' average metered water use. The non-irrigation months' average shall not be set at a value less than 3,000 gallons.

** Sewer Connection and Sewer Retroactive Capital Improvement Charges are based on water service size for billing purposes.

EXHIBIT "C"

1 **SEWAGE EFFLUENT WATER AGREEMENT**

2 This Sewage Effluent Water Agreement (this "Agreement") is made and entered into
3 this 8th day of September, 2016, by and between INCLINE VILLAGE GENERAL
4 IMPROVEMENT DISTRICT, a municipal corporation/political subdivision of the State of
5 Nevada, hereinafter referred to as "DISTRICT", and Rebecca Schneider, Trustee of the
6 SCHNEIDER FAMILY TRUST, dated September 18, 2013, hereinafter referred to as
7 "SCHNEIDER". DISTRICT and SCHNEIDER are sometimes individually referred to as
8 "Party" and collectively referred to as the "Parties."

9 **RECITALS**

- 10 A. The DISTRICT is a General Improvement District formed and organized pursuant to
11 the provisions of Chapter 318, Nevada Revised Statutes; and
- 12 B. The DISTRICT presently owns and operates a wastewater treatment facility in
13 Incline Village, Washoe County, Nevada; and
- 14 C. The DISTRICT has previously constructed and is presently operating and
15 maintaining pump stations and an effluent pipeline for the export of treated effluent
16 water from the DISTRICT's Incline Village wastewater treatment facility to the
17 DISTRICT's Wetlands Facility, located in the Carson Valley, Douglas County,
18 Nevada; and
- 19 D. SCHNEIDER is the owner of certain real property located in Douglas County,
20 Nevada, which is more particularly described in the Deed, attached hereto at Exhibit
21 "A"; and
- 22 E. On March 25, 1970, SCHNEIDER's predecessor-in-interest, HARRY SCHNEIDER, ★
23 deceased, entered into an Agreement with the DISTRICT relating to the same subject
24 matter discussed herein, with SCHNEIDER being the legal successor of HARRY
25 SCHNEIDER; and



Reese Kintz,
Quinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 F. On August 29, 1995, SCHNEIDER's predecessor-in-interest, JOSEPH
2 SCHNEIDER and REBECCA SCHNEIDER, entered into an Addendum to the
3 aforementioned March 25, 1970 Agreement, with intention to continue the
4 provisions of said Agreement, modifying the provisions thereto; and

5 G. SCHNEIDER, like its predecessors-in-interest, continue to be desirous of receiving
6 treated sewage effluent water at the historic points of diversion (as is provided for in
7 the March 25, 1970 Agreement), for the irrigation season, from April 1 to November
8 1, and SCHNEIDER will continue to provide lands upon which the effluent may be
9 discharged and confined for irrigation purposes; and

10 H. The Parties herein reiterate from the March 25, 1970 Agreement, that they "...are
11 desirous of entering into a mutually agreeable contract to provide for the export of
12 the treated sewage effluent water from DISTRICT's works and treatment facilities
13 and to provide for the acceptance and use of said sewage effluent water for irrigation
14 purposes on [SCHNEIDER's] real property during the periods as hereinafter
15 provided, assuring the protection of the health and welfare of the residents of Carson
16 City and Douglas County and elsewhere and consistent with the preservation of the
17 natural beauty, resources and recreation areas of these areas, and to promote the
18 beneficial utilization and conservation of water..."; and

19 I. The parties hereto are desirous of entering into a mutually beneficial agreement,
20 replacing all past agreements and contracts regarding the subject matter herein, to
21 provide for the ongoing delivery of treated effluent water from the DISTRICT's
22 effluent transmission main and to provide for the acceptance and use of said effluent
23 water for the described irrigation purposes.

24 ///
25 ///


Reese Kintz,
Guinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 **AGREEMENT**

2 **NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions
3 contained herein, the parties do agree as follows:

4 **ARTICLE I**

5 **Delivery and Use of Effluent Water**

6 **1.1 Amount of Effluent.**

7 DISTRICT will make available for use by SCHNEIDER, pursuant to this ~~*~~
8 Agreement, up to 400 gallons-per-minute ("GPM") of effluent, for irrigation purposes,
9 during the irrigation season, from April 1 to November 1. DISTRICT has no obligation to
10 provide effluent on a continuous basis, nor guarantees delivery of any amount of effluent
11 during a given timeframe. DISTRICT's only obligation is to provide effluent up to the
12 amount specified, should such effluent be available for delivery. SCHNEIDER equally
13 understands and assents to the fact that the availability and production of effluent is variable
14 and intermittent at times, and delivery of effluent in any quantity is not guaranteed.

15 **1.2 Issuance of and Compliance with Permits.**

16 As a prerequisite to receiving such effluent, SCHNEIDER agrees to obtain any
17 required permits from all public entities having jurisdiction hereof, including, but not limited
18 to, those permits issued and required by Douglas County, Nevada Division of
19 Environmental Protection ("NDEP"), or the Nevada Division of Water Resources
20 ("NDWR"). SCHNEIDER shall manage said effluent according to such permits (as may be
21 modified in the future) and as same may be issued by governing authorities, including
22 performance of any required laboratory testing and reporting. A copy of any permit issued to
23 SCHNEIDER shall be delivered to the DISTRICT. SCHNEIDER agrees to keep all other
24 requirements of the State of Nevada or the United States Environmental Protection Agency
25



Reese Kintz,
Guinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 ("EPA") or any other public authority having jurisdiction hereof as may from time to time
2 become effective.

3 **1.3** Delivery.

4 During the term of this Agreement, the DISTRICT shall deliver, and SCHNEIDER
5 shall accept the quantities of effluent water as SCHNEIDER in its sole discretion requests,
6 up to 400 GPM of effluent, for irrigation purposes, during the irrigation season, from April 1
7 to November 1. Said delivery is subject to the legal and practical ability of DISTRICT to
8 provide such effluent, as further described herein.

9 **ARTICLE II**

10 **Metering and Flow Control**

11 **2.1** Duties of District.

12 DISTRICT agrees, upon written request, to provide SCHNEIDER with copies of all
13 currently generated effluent water quality data. Any additional effluent management
14 reporting requirements shall be the sole responsibility of SCHNEIDER, including any
15 necessary well monitoring.

16 **2.2** Duties of Schneider.

17 SCHNEIDER shall design, engineer and supervise the construction and installation
18 of all necessary improvements to provide effluent delivery for irrigation purposes. All such
19 improvements, as implemented by SCHNEIDER or required by others, including regulatory
20 entities, shall be at SCHNEIDER's sole cost and expense. Construction of all improvements,
21 as well as those which from time to time may be required for public compliance, shall be
22 subject to the review, inspection and written approval of DISTRICT prior to undertaking
23 and completing same. SCHNEIDER shall have the sole responsibility and ownership
24 obligations of all pipes, valves, and appurtenances necessary for the delivery of effluent,
25 including improvements necessary to connect to DISTRICT's effluent pipeline. DISTRICT



Reese Kintz,
Guinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 shall have control and authority over the water meter and point of connection operation,
2 delivering water from the DISTRICT's effluent pipeline to SCHNEIDER.

3 **2.3** Measurement of Flow.

4 DISTRICT shall keep and maintain accurate flow meters at each point of diversion
5 below stated, in which effluent water is diverted onto SCHNEIDER's property for irrigation
6 purposes, keeping detailed accounting records of such flow during the irrigation season,
7 from April 1 to November 1. Delivery and metering shall take place at either of two points
8 of diversion being: 1) District Export Pipeline Station 785+50; and 2) District Export
9 Pipeline Station 823+55.

10 **2.4** Cooperation.

11 DISTRICT shall cooperate with SCHNEIDER in the delivery of effluent; however,
12 SCHNEIDER shall be responsible for regulating application, in SCHNEIDER's discretion.
13 Parties agree to cooperate to ensure the most efficient operation hereof and to further ensure
14 that neither DISTRICT nor SCHNEIDER violate their then existing permits. To that end,
15 each Party shall designate a representative for the other to contact in all matters relevant
16 hereto.

17 **2.5** License for Access.

18 During the term of this Agreement SCHNEIDER grants DISTRICT, its employees,
19 and agents, a license for ingress and egress to and from its land, as described in the attached
20 Exhibit "A", for any and all purposes necessary for the DISTRICT to perform its obligations
21 under this Agreement or under its Permit or Management Plan, using such reasonable
22 route(s) as SCHNEIDER may designate or approve from time to time. The license granted
23 by this section may not be revoked during the term of this Agreement or any extension
24 thereof.

25 ///



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ARTICLE III

Duty to Deliver and Accept Effluent

3.1 District.

DISTRICT shall deliver effluent to SCHNEIDER up to the maximum quantity specified in Section 1.1 herein, subject to the legal and practical ability of DISTRICT to do so. SCHNEIDER understands and assents to the fact that the availability and production of effluent is variable and intermittent at times, and delivery of effluent in any quantity is not guaranteed. SCHNEIDER further understands that effluent delivery is based on flow conditions at the treatment plant and availability of pumping units required to export effluent, with necessary periods of non-delivery due to construction and other conditions. DISTRICT has no obligation to provide effluent on a continuous basis, nor guarantees delivery of any amount of effluent during a given timeframe. DISTRICT's only obligation is to provide effluent up to the amount specified, should such effluent be available for delivery.

3.2 Schneider.

Acceptance and use of effluent by SCHNEIDER pursuant to this Agreement is subject to the legal and practical ability of SCHNEIDER to accept and use such effluent; however, SCHNEIDER will not be required to accept or use the full amount of effluent specified herein.

ARTICLE IV

Water Fees

4.1 Fee.

SCHNEIDER shall pay to DISTRICT a fee of Twenty-Five-Cents (\$0.25) per One-Thousand (1,000) gallons of effluent allocated by SCHNEIDER, payable on the 30th Day of November, following each year's irrigation season. Such calculated sum shall be payable during each year of the term of this Agreement, subject to adjustment as set forth below. At



Reese Kintz,
Giunasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 the end of the irrigation season, DISTRICT shall provide to SCHNEIDER a billing
2 statement with a tabulation of the effluent allocated to SCHNEIDER during the preceding
3 irrigation season, taken from DISTRICT's meter readings, and the total fees associated with
4 the effluent delivered. The Fee provisions herein shall take effect beginning with the first
5 full irrigation season following execution of this Agreement.

6 **4.2** Adjustments.

7 The effluent fee stated in Section 4.1 above shall be adjusted yearly on the
8 anniversary date of this Agreement (or any renewals hereof) in an amount equal to the
9 yearly increase in the Consumer Price Index ("CPI") as herein defined. The yearly fee
10 increase shall be based on the CPI for All Urban Consumers, Western Region. The fee shall
11 be adjusted by comparing the CPI as it exists at the start of this Agreement with the CPI as it
12 exists at the start of the second year of this Agreement. Then, for each additional year of the
13 Agreement or renewal thereof, by comparing the CPI as it exists at the start of the next year
14 of this Agreement with the CPI as it exists at the start of the following year of this
15 Agreement. (Example: Assume a beginning period of 200 and an ending period of 210. The
16 10-point gain is divided by 200, which equals a 5% increase in the base fee.) If the CPI for
17 All Urban Consumers, Western Region, is discontinued or the method of its determination is
18 changed prior to the end of this Agreement or any renewal thereof; then, if a comparable
19 index is adopted by the Bureau of Labor Statistics, it shall be substituted. If no such Index is
20 adopted, then the fee adjustment shall be re-negotiated between the Parties.

21 **4.3** Non-payment.

22 SCHNEIDER shall remit payment of fees to DISTRICT as provided in Section 4.1
23 above. In the event that SCHNEIDER fails to remit such payment within 30-days following
24 the payment due date provided herein, DISTRICT shall have the option to terminate this
25 Agreement in its entirety, severing any obligation to deliver further effluent to



Reese Kintz,
Guinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 SCHNEIDER. Should DISTRICT terminate this Agreement pursuant to this Section, said
2 termination shall be effective immediately upon DISTRICT providing written notice of
3 termination to SCHNEIDER.

4 **ARTICLE V**

5 **Warranties**

6 **5.1** Schneider.

7 SCHNEIDER warrants that this Agreement and the rights hereunder shall be
8 appurtenant to and do hereby become a covenant running with the land.

9 **5.2** District.

10 DISTRICT warrants that the treated effluent exported by the DISTRICT and
11 provided for discharge onto SCHNEIDER's land shall conform to all present and future
12 specifications and requirements of the regulatory agencies of the EPA, or similar agencies,
13 and the State of Nevada relating to the discharge of treated effluent water.

14 **ARTICLE VI**

15 **Conditions Precedent**

16 SCHNEIDER's taking and use of effluent water under this Agreement is contingent
17 upon receipt by SCHNEIDER of all permits and approvals necessary to allow SCHNEIDER
18 to accept and use the effluent for irrigation purposes. SCHNEIDER's payment obligation to
19 the DISTRICT is not subject to any condition.

20 **ARTICLE VII**

21 **Terms of Agreement**

22 This Agreement shall be effective for a period of ten (10) years from the date of
23 execution unless sooner terminated as provided herein. ☆

24 ///
25 ///



Reese Kintz,
Guinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 ARTICLE VIII

2 Termination

3 8.1 District.

4 This Agreement may be terminated by DISTRICT, notwithstanding the termination
5 provisions stated within Section 4.3, prior to the expiration of the term, in the event that
6 SCHNEIDER is in material violation of one or more material terms of this Agreement, and
7 after thirty (30) days written notice of such violation or violations, fails to cure any such
8 breaches.

9 In the event that the DISTRICT obtains another user of all or a portion of the sewage
10 effluent water being purchased hereunder, which other user agrees in writing to pay a rate
11 that is at least twenty-five (25) percent higher than is required to be paid by SCHNEIDER
12 hereunder, DISTRICT shall provide SCHNEIDER with at least thirty (30) days written
13 notice of DISTRICT's termination of this Agreement. In the case of another prospective user
14 who or that offers to pay the additional twenty-five (25) percent, or more, DISTRICT shall
15 immediately inform SCHNEIDER of the terms and conditions of the other potential user's
16 offer, and SCHNEIDER shall have ten (10) days within which to inform DISTRICT in
17 writing of SCHNEIDER's intent to meet the terms and conditions of the other offer. Should
18 SCHNEIDER be not able or desirous of meeting the terms and conditions of the other offer,
19 and should the ten (10) days lapse, DISTRICT shall incur no liability whatsoever to
20 SCHNEIDER. Should termination under this paragraph fall during the irrigation season,
21 being April 1 to November 1, DISTRICT shall allow SCHNEIDER to carry out use of
22 effluent water for irrigation purposes to the end of such irrigation season, prior to said
23 termination taking effect.

24 ///

25 ///



Reese Kintz,
Guinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 **8.2** Schneider.

2 In the event that SCHNEIDER is for any reason incapable of implementing the use
3 and acceptance of effluent water under this Agreement for a period of one (1) year or longer,
4 this Agreement may, at SCHNEIDER's option, be terminated without additional or future
5 liability of either Party hereto.

6 **ARTICLE IX**

7 **No Acquisition of Title**

8 SCHNEIDER agrees that by entering into this Agreement it shall acquire no title to
9 said effluent until delivery thereof and any right to receive and use such effluent shall be
10 subject to the provisions of this Agreement. DISTRICT agrees by entering into this
11 Agreement that it shall acquire no title to any portion of SCHNEIDER's property.

12 **ARTICLE X**

13 **Successors**

14 **10.1** Covenant.

15 The terms and conditions set forth in this Agreement shall be appurtenant to the real
16 property owned by SCHNEIDER as is more particularly described in said Exhibit "A," and
17 shall be binding upon the grantees, successors and assigns of SCHNEIDER. It is expressly
18 understood and agreed that at the time of the execution of this Agreement all of the real
19 property shown in the attached Exhibit "A" are subject to the terms and conditions of this
20 contract and are encumbered by this Agreement.

21 **10.2** Memorandum of Agreement.

22 The parties hereto covenant and agree to execute a Memorandum of this Agreement
23 in recordable form which may, at the option of either party, be recorded in the office of the
24 Douglas County, Nevada Recorder.

25 ///



Reese Kiniz,
Guinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 Agreement or in any document furnished or required to be furnished to DISTRICT in
2 connection with the consummation of the transactions contemplated hereby.

3 **11.3 Claims for Indemnity.**

4 Whenever a Claim shall arise for which one party hereto (the "Indemnitee") shall be
5 entitled to indemnification hereunder, the Indemnitee shall notify the other party hereto (the
6 "Indemnitor") in writing within thirty (30) days of the first receipt of notice of such claim,
7 and in any event within such shorter period as may be necessary for the Indemnitor to take
8 appropriate action to defend against such claim. Such notice shall specify all facts known to
9 the Indemnitee giving rise to such indemnity rights and shall estimate the amount of the
10 liability arising therefrom. The right of the Indemnitee to indemnification and estimated
11 amount thereof, as set forth in this notice, shall be deemed agreed to by the Indemnitor
12 unless, within thirty (30) days after the mailing of such notice, the Indemnitor shall notify
13 the Indemnitee in writing that it disputes the right of the Indemnitee to indemnification, or
14 that the Indemnitor elects to defend such claim in the manner provided in section 11.4 of this
15 Agreement. If the Indemnitee shall be duly notified of such dispute, the parties shall attempt
16 to settle and compromise the same, or if unable to do so within twenty (20) days of the
17 Indemnitor's delivery of notice of a dispute, such dispute shall be settled by appropriate
18 litigation, and any rights of indemnification established by reason of such settlement,
19 compromise or litigation shall promptly thereafter be paid and satisfied by the Indemnitor.

20 **11.4 Defense of Claims.**

21 Upon receipt by the Indemnitor of a notice from the Indemnitee with respect to any
22 claim of a third party against the Indemnitee, and acknowledgment by the Indemnitor
23 (whether after resolution of a dispute or otherwise) of the Indemnitee's right to
24 indemnification hereunder with respect to such claim, the Indemnitor may assume the
25 defense of such claim with counsel reasonably satisfactory to the Indemnitee and the



Reese Kintz,
Guinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 Indemnatee shall cooperate to the extent reasonably requested by the Indemnitor in the
2 defense or prosecution thereof and shall furnish such records, information and testimony and
3 attend all such conferences, discovery proceedings, hearings, arbitration proceedings and, if
4 applicable, appeals as may be reasonably requested by the Indemnitor in connection
5 therewith. In the event that the Indemnitor shall acknowledge the Indemnatee's right to
6 indemnification, but decline to assume the defense of such claim, the Indemnatee may
7 assume such defense and the Indemnitor shall acknowledge the Indemnatee's right to
8 indemnification and elect to assume the defense of such claim, the Indemnatee shall have the
9 right to employ its own counsel in any such case, but the fees and expenses of such counsel
10 shall be at the expense of the Indemnatee if the Indemnitor does not elect to assume defense
11 of a third party claim and disputes the Indemnatee's right to Indemnification, the Indemnitor
12 shall have the right to participate in the defense of such claim through counsel of its choice,
13 at the Indemnitor's costs and expense (provided, that such costs and expenses shall be
14 reimbursed by the Indemnatee to the Indemnitor if a final award in arbitration, confirmed
15 through an order or judgment of a court of competent jurisdiction or a settlement approved
16 by the Indemnitor reflects the Indemnatee's obligation to indemnify the Indemnitor), and the
17 Indemnatee shall have authority to resolve such claim subject to this Article XI. The
18 Indemnatee shall have authority to resolve such claim. The Indemnatee shall give written
19 notice to the Indemnitor of any proposed settlement of any claim, which settlement the
20 Indemnitor may reject in its reasonable judgment within ten (10) days of receipt of such
21 notice if the Indemnitor has assumed the defense of any claim against the Indemnatee, the
22 Indemnitor shall have the right to settle any claim for which indemnification has been sought
23 and is available hereunder; provided that, to the extent such settlement refers to any alleged
24 liability or wrongdoing of the Indemnatee, requires the Indemnatee to take, or prohibits
25 Indemnatee from taking, any action or purports to obligate the Indemnatee other than for the



Reese Kintz,
Guinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 payment of money, then the Indemnitor shall not settle such claim without the prior consent
2 of the Indemnitee, which consent shall not be unreasonably withheld.

3 **ARTICLE XII**

4 **Assignability**

5 **12.1 Assignment.**

6 This Agreement may be assigned or transferred by SCHNEIDER to any other person
7 or entity obtaining ownership of the property more particularly described in the attached
8 Exhibit "A", to be irrigated with the effluent water under this Agreement, following receipt
9 of approval by all regulatory agencies having jurisdiction hereof, and upon the written
10 acceptance of such assignment by the assignee, and upon the prior written consent of
11 DISTRICT, which consent shall not be unreasonably withheld. SCHNEIDER shall be
12 responsible for any costs and compliance requirements associated with any such assignment.

13 **12.2 Fees.**

14 Upon SCHNEIDER's proper assignment of said Agreement pursuant to the terms of
15 Article 12.1 above, said fees due to DISTRICT shall be immediately adjusted pursuant to
16 the terms of Article 4.2 of this Agreement.

17 **ARTICLE XIII**

18 **Miscellaneous**

19 **13.1 Notices.**

20 All notices required or permitted to be given by law or by the terms of this
21 Agreement shall be in writing and shall be considered given upon personal service of a copy
22 on the party to be served, or twenty-four (24) hours after mailing such notice by certified
23 mail, return receipt requested, postage prepaid, addressed to the parties as follows:

24 ///

25 ///



Reese Kintz,
Guinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 (a) If to DISTRICT, such notices shall be sent to:

2 INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
3 893 Southwood Boulevard
4 Incline Village, Nevada 89450

4 and

5 JASON D. GUINASSO, ESQ.
6 Reese Kintz Guinasso
7 936 Southwood Blvd., Suite 301
8 Incline Village, Nevada 89451

7 (b) If to SCHNEIDER, such notices shall be sent to:

8 Troy Schneider
9 1544 Manor Dr
10 Reno, NV 89509

11 and

12 Jason C. Morris
13 Woodburn and Wadco
14 P.O. Box 2311
Reno, NV 89505

15 Any party may change the address to which notices to it hereunder are addressed by a notice
16 in writing to the others.

17 **13.2 When Consent Required.**

18 Whenever the approval or consent of any party is required for any purpose under this
19 Agreement, that approval or consent will not be unreasonably withheld or delayed. Without
20 limiting the foregoing, if any approval or consent is requested by either party, unless the
21 consenting party notifies the requesting party within fifteen (15) days that will not grant the
22 approval or consent, the consenting party will be deemed to have given the approval or
23 consent on the sixteenth (16th) day.

24 ///
25 ///



1 **13.3 Entire Agreement.**

2 This Agreement constitutes the entire and only understanding between the parties
3 concerning this subject matter, and supersedes any and all prior agreements, arrangements,
4 communications or representations whether oral or written with respect thereto. No
5 alteration, amendment, change modification or waiver to this Agreement shall be valid or
6 binding unless the same is in writing and signed by the representations of the parties hereto.

7 **13.4 Choice of Law.**

8 This Agreement shall be construed and interpreted in accordance with, and governed
9 by the laws of the State of Nevada.

10 **13.5 Waiver.**

11 Neither a course of conduct, nor any waiver by either party with respect to a default
12 or breach of any provision of this Agreement by the other party shall operate or be construed
13 as a waiver of any subsequent default or breach, or as a modification of this Agreement.

14 **13.6 Attorney's Fees.**

15 In the event any action or proceedings shall be instituted in connection with this
16 Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney's
17 fees and costs incurred in bringing or defending such action or proceeding and/or enforcing
18 any judgment granted herein, all of which shall be deemed to have accrued upon the
19 commencement of such action or proceeding and shall be paid whether or not such action or
20 proceeding is prosecuted to final judgment. Any judgment or order entered in such action or
21 proceeding shall contain a specific provision providing for the recovery of attorney's fees
22 and costs, separate from the judgment, incurred in enforcing such Judgment. The prevailing
23 party shall be determined by the trier of fact based upon an assessment of which party's
24 major arguments or positions taken in the proceedings could fairly be said to have prevailed
25 over the other party's major arguments or positions on major disputed issues. This Section is



Reese Kintz,
Gulinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 intended to be expressly severable from the other provisions of this Agreement, is intended
2 to survive any judgment and is not to be deemed merged into the Judgment.

3 **13.7 Venue.**

4 In the event that there is a dispute between the parties hereto, venue for any judicial
5 action shall be in Washoe County, Nevada.

6 **13.8 Time of Essence.**

7 Time is of the essence of this Agreement and each term, covenant and condition
8 thereof.

9 **13.9 Captions.**

10 The captions used herein are for convenience only and are not a part of this
11 Agreement and do not in any way limit or amplify the terms and provisions hereof.

12 **13.10 Binding on Successors.**

13 This Agreement shall be binding upon and shall inure to the benefit of the parties
14 hereto and to their respective heirs, successors and assigns for all time.

15 **13.11 Execution of Additional Documents.**

16 In addition to documents and other matters specifically referenced in this Agreement,
17 the parties agree to execute and/or deliver, or cause to be executed and/or delivered such
18 other documents and/or materials, carrying out the terms and conditions of this Agreement,
19 as may be reasonably necessary to effect the transactions contemplated by this Agreement.

20 **13.12 Counterparts.**

21 This Agreement may be executed in one or more counterparts, and each counterpart
22 shall constitute an original instrument but all such counterparts shall only constitute one and
23 the same instrument.

24 ///

25 ///



Reese Kintz,
Guinness
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 833-8746

1 **13.13** Severability.

2 In the event that any phrase, clause, sentence, paragraph, section, article, or other
3 portion of this Agreement shall become illegal, null or void or against public policy, for any
4 reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or
5 against public policy, the remaining portion of this Agreement shall not be affected thereby
6 and shall remain in force and effect to the fullest extent permissible by law.

7 **13.14** Modification.

8 No modification, waiver, amendment, discharge, or change of this Agreement shall
9 be valid unless the same is in writing and signed by the party against which the enforcement
10 of such modification, waiver, amendment, discharge or change is or may be sought.

11 **13.15** Authorship.

12 This Agreement has been reviewed by attorneys representing the respective parties,
13 who have each provided input to same, and therefore shall not be construed in favor of or
14 against any party hereto.

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///



Reese Kintz
Guinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

1 IN WITNESS WHEREOF, the parties hereto have set their hands the day and year
2 first above written.

3 SCHNEIDER FAMILY TRUST, dated September 8, 2016

4
5 Rebecca Schneider Dated: 9/8/16
6 Rebecca Schneider, Trustee

7 INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

8
9 Joseph J. Pomroy Dated: 9/19/16
10 Name: Joseph J. Pomroy
11 Title: Director of Public Works

12 Agreed to as to form:

13
14 _____ Dated: _____
15 Name: Jason Guinasso
16 Title: IVGID General Counsel

17
18
19
20
21
22
23
24
25


Reese Kintz,
Guinasso
190 W Huffaker Ln
Suite 402
Reno, NV 89511
(775) 853-8746

EXHIBIT "D"

RE: Records Request - Agreements Between IVGID and Clear Creek/the Clear Creek Golf Course re Wastewater - Follow Up to in Part Request Suspension of Tonight's Public Hearing re Water/Sewer Rates/Ordinances

From: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
To: Susan_Herron@ivgid.org, "Wong,Kendra"
Cc: Tim Callicrate <tim_callicrate2@ivgid.org>, Matthew Dent <dent_trustee@ivgid.org>, "Horan,Phil" <Horan_Trustee@ivgid.org>, Peter Morris <Peter_Morris@ivgid.org>
Subject: RE: Records Request - Agreements Between IVGID and Clear Creek/the Clear Creek Golf Course re Wastewater - Follow Up to in Part Request Suspension of Tonight's Public Hearing re Water/Sewer Rates/Ordinances
Date: Apr 10, 2019 3:50 PM

As you know Ms. Herron, your response is not in the format required by Nevada's Public Records Act.

You are required to respond "yes" you have a requested public record, or "no" you do not have a requested public record. Here you have done neither. Instead, you want to send another citizen on a "wild goose chase" searching through mounds of records only to learn that the requested public records do not exist.

I never asked to examine minutes of Board of Trustees meetings. I only asked to examine Board resolutions where the agreements in question were formally approved by the Board. And assuming there are NONE, how would I already have in my possession all records asked for in items 3. through 7. and 9? I wouldn't. And I don't. But you know this.

And just because an agreement is entered into on such and such a date, doesn't tell anyone when the agreement was ever approved by the Board, assuming ever. So how would anyone know where to look in the minutes of meetings? But again, you know this

So that we all know the answers to my requests for public records, I HAVE NO RECORD THAT ANY OF THE REFERENCED AGREEMENTS FOR WHICH I ASKED FOR EVIDENCE OF BOARD APPROVAL HAVE EVER BEEN APPROVED BY THE BOARD. ★

If this statement is error, then I expect you to come forward and tell the Board and the public where it is error. And I also expect you to make available for my examination the records of Board meetings where those agreements were formally approved, if ever.

Moreover, why wouldn't you have already done this? BECAUSE YOU KNOW NO MINUTES OF BOARD APPROVAL EXIST and you want to HIDE the fact they DO NOT EXIST. Classic Susan Herron concealment.

So again I request you either produce the requested records, or respond as the NPRA instructs; there are none. ★

1. And where are IVGID's requested financial records which evidence the amount of revenue received from Clear Creek as well as Schneider Ranch, on a monthly as well as fiscal year basis, from January 1, 2018 to the present?
2. And where are the requested records which evidence the chart of account number(s) assigned by IVGID for the revenues received from Clear Creek and Schneider Ranch during the above-period?
3. And where are the requested records which evidence the IVGID sub-fund(s) (i.e., water or sewer or something else) in which IVGID assigns revenue received from Clear Creek and Schneider Ranch?
4. And where is the agreement with Harry Schneider for wastewater dated March 25, 1970? Instead of appropriately responding, you have sent me a series of meeting minutes "around that time." But minutes of meetings are not what I requested. I requested the agreement itself. Do you intend to make the agreement itself available for my examination?

BTW, and as you know, none of the minutes you provided reference the Board's approval of the March 25, 1970 agreement. So are you telling me you have no records that the Board ever approved that agreement? Or are you telling me something else and if so what?

13. And with respect to any other IVGID wastewater customers other than Clear Creek and Schneider, where are:

The requested agreements between IVGID and those customers, and if they do not exist, other records evidencing the existence of any agreements (even oral) between those customers and IVGID?

Where are the requested records of Board meetings which evidence Board approval for each such agreement?

14. And to the extent not included in the above-request, where are IVGID's requested financial records which evidence the amount of revenue received from each of these customers, on a monthly as well as fiscal year basis, from January 1, 2018 to the present?

15. And where are the requested records which evidence the chart of account number(s) assigned by IVGID for the revenues received from each of these customers during the above-period?

16. And where are the requested records which evidence the IVGID sub-fund(s) [i.e., water or sewer or whatever else (like wastewater)] in which IVGID assigns revenue received and expenses incurred associated with the wastewater supplied to those customers?

Do you intend to make those records available for my examination? If so when? And if not, why not?

And please included this augmented e-mail string in the packet of materials prepared in anticipation of the next IVGID Board meeting so the public can see what you and I see.

Thank you for your cooperation. Aaron Katz

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

From: "Herron, Susan"

Sent: Apr 10, 2019 2:14 PM

To: "s4s@ix.netcom.com" , "Wong, Kendra"

Cc: Tim Callicrate , Matthew Dent , "Horan, Phil" , Peter Morris

Subject: RE: Records Request - Agreements Between IVGID and Clear Creek/the Clear Creek Golf Course re Wastewater - Follow Up to in Part Request Suspension of Tonight's Public Hearing re Water/Sewer Rates/Ordinances

Dear Mr. Katz,

The documents you have asked me to provide are Board of Trustees meetings. My records reflect that on August 3, 2017, I provided you all Board minutes from 1/1/2001 to 12/31/2010 and then on August 22, 2017, I provided you all Board minutes from 1/1/2011 to 8/22/2017 therefore you already have in your possession all records asked for in items 3. through 7. and 9. As for 8., attached are the minutes around the requested meeting.

Susan A. Herron, CMC

Executive Assistant/District Clerk/Public Records Officer

Incline Village General Improvement District

893 Southwood Boulevard, Incline Village, NV 89451

P: 775-832-1207

F: 775-832-1122

M: 775-846-6158

sah@ivgid.org

http://ivgid.org

From: s4s@ix.netcom.com <s4s@ix.netcom.com>

Sent: Wednesday, April 10, 2019 12:53 PM

To: Wong, Kendra <Kendra_Wong@ivgid.org>

Cc: Herron, Susan <Susan_Herron@ivgid.org>; Tim Callicrate <tim_callicrate2@ivgid.org>; Matthew Dent <dent_trustee@ivgid.org>; Horan, Phil <Horan_Trustee@ivgid.org>; Peter Morris <Peter_Morris@ivgid.org>

Subject: Records Request - Agreements Between IVGID and Clear Creek/the Clear Creek Golf Course re Wastewater - Follow Up to in Part Request Suspension of Tonight's Public Hearing re Water/Sewer Rates/Ordinances

Thank you.

But AGAIN, you have not made requested records available for my examination notwithstanding you have declared that you have completed my records request in its entirety.

Not that I should have to identify where you haven't complied with my records request, I will make an attempt.

1. I asked that you make available for my examination financial records which evidence the amount of revenue received from Clear Creek as well as Schneider Ranch, on a monthly as well as fiscal year basis, from January 1, 2018 to the present. I did not ask for copies of bills to these customers but rather, IVGID's financial records. And you have provided none. I want to examine IVGID's financial records.


2. I asked to examine records which evidence the chart of account number(s) assigned by IVGID for the revenues received from Clear Creek and Schneider Ranch during the above-period. Again you have provided none. I want to examine those records.


3. I asked to examine records which evidence the IVGID sub-fund(s) (i.e., water or sewer or something else) in which IVGID assigns revenue received from Clear Creek and Schneider Ranch. And again you have provided none. I want to examine those records.


And now I am asking the Board to SUSPEND tonight's water/sewer ordinance/rate hearing for the following reasons:


1. Given wastewater is a product or service encompassed within a GID's water and sewer services, and IVGID is proposing amendments to ordinances impacting both, a noticed public hearing is required expressly for wastewater. And here there is NONE.


2. Joe Pomroy's rate study on water and sewer rates made no mention of sales of wastewater. Nor was the Board given the option of regulating those rates. This is a subject Mr. Pomroy was well aware of and his failure was INTENTIONAL. That is grounds enough to stop the process until all the truth comes out.


3. IVGID has apparently entered into a July 1, 2008 agreement with the successors to Clear Creek Ranch. It appears that agreement was NEVER approved by the Board. I am expressly asking Ms. Herron to provide me with written evidence the IVGID Board at the time, approved entrance into that agreement on or about July 9, 2008. 


4. Staff apparently approved entrance into an assignment of that agreement sometime afterwards, but effective March 26, 2008. It appears that assignment agreement was NEVER approved by the Board. I am expressly asking Ms. Herron to provide me with written evidence the IVGID Board at the time, approved entrance into that assignment agreement. 

5. IVGID has apparently entered into an October 29, 2008 Consent to Collateral Assignment of the above-water agreement. It appears that assignment agreement was NEVER approved by the Board. I am expressly asking Ms. Herron to provide me with written evidence the IVGID Board at the time, approved entrance into that assignment agreement on or about October 29, 2008. 

6. IVGID has apparently entered into another assignment agreement of the agreement above-referenced on or about July 23, 2013. What bothers me most about this agreement is that it was entered into by Mr. Pomroy on behalf of the IVGID Board, apparently without Board approval. I am expressly asking Ms. Herron to provide me with written evidence the IVGID Board at the time, approved entrance into this assignment agreement on or about July 23, 2013. 

7. Mr. Pomroy has apparently entered into another agreement with the assignees of the subject original written agreement on July 1, 2017. And this one amends water fees without public hearing or Board approval. I am expressly asking Ms. Herron to provide me with written evidence the IVGID Board at the time, approved entrance into this amended agreement on or about July 1, 2017. 

8. But it's not just Clear Creek. It's Schneider Ranch as well. Apparently IVGID entered into an agreement with Harry Schneider for wastewater on March 25, 1970. But Ms. Herron has not provided me with a copy. I am expressly asking Ms. Herron make that agreement available for my examination, and that she provide written evidence the IVGID Board at the time, approved entrance into that agreement on or about March 25, 1970. 

9. Apparently on September 8, 2016 IVGID entered into a new agreement with the Schneider Family Trust which superseded the original agreement with Harry Schneider. And what's interesting about this agreement is that it was apparently drafted by Jason Guinasso. And what bothers me most about this agreement is that it was entered into by Mr. Pomroy on behalf of the IVGID Board, apparently without Board approval. I am expressly asking Ms. Herron to provide me with written evidence the IVGID Board at the time, approved entrance into this agreement on or about September 8, 2016. 

10. Another thing that bothers me greatly about the last agreement is that Jason Guinasso KNEW there could be no such agreement without first coming to the Board and having it notice a public hearing for this purpose. But he didn't. Inadvertent? Intentional? Or are you going to start calling names again Mr. Guionasso?

11. Another thing that bothers me greatly about tonight's meeting is that there's now evidence that at the very least, Mr. Pomroy should have suggested the creating of a new customer class YEARS AGO. But he didn't. In other words, he hid the truth from the Board just the way he hid the truth that the AWWA Manual instructs that when you have a user who consumes considerably more water than other users (here IVGID), you create a new customer class for that user because the rules that apply to the typical residential customer, oftentimes are unfair when applied to the user who consumes considerably more.

12. And remember, unlike the AWWA Manual, staff admits that it has NOT relied on any other industry resources to come up with its proposed sewer rate schedules which disingenuously base sewer rates on the amount of water a user consumes.

For all these reasons we need to stop the process in its tracks RIGHT NOW. We need to get to the truth and get all the facts on the table so that when we do modify our water and sewer ordinances and the rates included therein, they are truly just, reasonable, non-preferential, and non-discriminatory (the "just and reasonable" standard NRS 704.040 mandates).

13. Now back to Ms. Herron. If there are any other IVGID wastewater customers than Clear Creek and Schneider, I would like to examine:

All agreements between IVGID and those customers, and if they do not exist, other records evidencing the existence of any agreements (even oral) between those customers and IVGID. And this request would include evidence of Board approval for each such agreement.

14. And to the extent not included in the above-request, I would like to examine financial records which evidence the amount of revenue received from each of these customers, on a monthly as well as fiscal year basis, from January 1, 2018 to the present.

15. I would also like to examine records which evidence the chart of account number(s) assigned by IVGID for the revenues received from each of these customers during the above-period.

16. I would also like to examine records which evidence the IVGID sub-fund(s) [i.e., water or sewer or whatever else (like wastewater)] in which IVGID assigns revenue received and expenses incurred associated with the wastewater supplied to those customers.

17. I also request Ms. Herron include a copy of this e-mail string and any response from the Board in the packet of materials prepared by staff in preparation for the Board's next meeting.

Thank you for your cooperation. Aaron Katz

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

>From: "Herron, Susan"

>Sent: Apr 10, 2019 9:23 AM

>To: "s4s@ix.netcom.com"

>Subject: RE: Records Request - Agreements Between IVGID and Clear Creek/the Clear Creek Golf Course

>

>Dear Mr. Katz,

>

>Attached are the contract documents as requested.

>

>Clear Creek is a customer of IVGID and receives a bill similar to yours which we do not release just like upon request, we would not release yours.

>

>This completes your records request in its entirety.

>

>Susan A. Herron, CMC

>Executive Assistant/District Clerk/Public Records Officer

>Incline Village General Improvement District

>893 Southwood Boulevard, Incline Village, NV 89451

>P: 775-832-1207

>F: 775-832-1122

>M: 775-846-6158

>sah@ivgid.org

><http://ivgid.org>

>

>-----Original Message-----

>From: s4s@ix.netcom.com

>Sent: Tuesday, April 02, 2019 12:49 PM

>To: Herron, Susan

>Subject: Records Request - Agreements Between IVGID and Clear Creek/the Clear Creek Golf Course

>

>Another records request.

>

>I would like to examine all agreements and if they do not exist, other records evidencing the existence of any agreements (even oral) between the developers/owners of the Clear Creek and Schneider Ranch and/or Clear Creek real estate development(s), in Douglas County and IVGID, specifically including but not limited to any agreements pertaining to Clear Creek Golf Course's and Schneider Ranch's use of IVGID supplied water and treated waste water.

>

>To the extent not included in the above-request, I would like to examine financial records which evidence the amount of revenue received from Clear Creek as well as Schneider Ranch, on a monthly as well as fiscal year basis, from January 1, 2018 to the present. I would also like to examine records which evidence the chart of account number(s) assigned by IVGID for the revenues received from Clear Creek and Schneider Ranch during the above-period.

>

>I would also like to examine records which evidence the IVGID sub-fund(s) (i.e., water or sewer) in which IVGID assigns revenue received from Clear Creek and Schneider Ranch.

>

>Thank you for your cooperation. Aaron Katz

EXHIBIT "E"

**Amendment to Agreement Between Clear Creek Ranch II, LLC and Incline Village
General Improvement District dated July 1, 2008 and subsequently assigned to The Club at
Clear Creek Tahoe on July 23, 2013**

This amendment is made July 1, 2017.

Replace Article IV – Compensation with the following section.

ARTICLE IV

Water Fees

4.1 Fee.

CLEAR CREEK shall pay to DISTRICT a fee of one dollar and fourteen cents (\$1.14) per One-Thousand (1,000) gallons of effluent (variable charge) plus the effluent meter base charges of four hundred dollars and zero cents (2017 = \$400.00) on a monthly basis in accordance with the District's utility billing cycle. Such calculated sum shall be payable monthly during the term of this Agreement, subject to adjustment as set forth below. *

4.2 Adjustments.

The variable charge for effluent and effluent meter base charge stated in Section 4.1 above shall be adjusted yearly in January in an amount equal to the yearly increase in the Consumer Price Index ("CPI") as herein defined with a ceiling of 4.0% in any given year. The yearly fee increase shall be based on the CPI for All Urban Consumers, Western Region for the previous calendar year. If the CPI for All Urban Consumers, Western Region, is discontinued or the method of its determination is changed prior to the end of this Agreement or any renewal thereof; then a comparable index is adopted by the Bureau of Labor Statistics shall be substituted.

4.3 Non-payment.

CLEAR CREEK shall remit payment of fees to DISTRICT as provided in Section 4.1 above. All charges shall become due and payable upon presentation. Payments not received or postmarked by the U. S. Post Office on the envelope in which the payment was mailed by the last day of the billed cycle shall become delinquent on the first day of the next billing cycle. All charges which become delinquent shall be subject to a penalty of ten percent (10%) for the first month delinquent. Customers' payments shall be applied to their oldest balances due including penalties first.

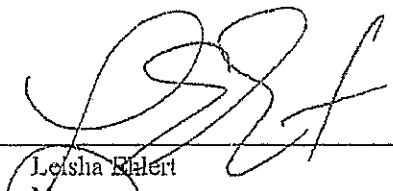
Other Items for revision.

Remove all references to 350 acre-feet of effluent annually in Article 1.

Article VII, Term of Agreement, Delete everything after first sentence. Keep term of agreement as a period of 40 years.

THE CLUB AT CLEAR CREEK TAHOE INC

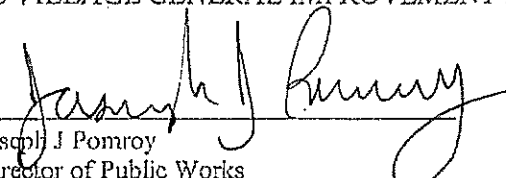
BY: _____



Leisha Elert
Manager

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

BY: _____

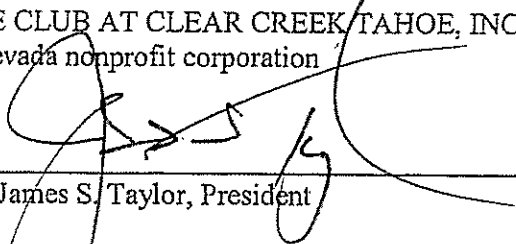


Joseph J Pomroy
Director of Public Works

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and first year written above.

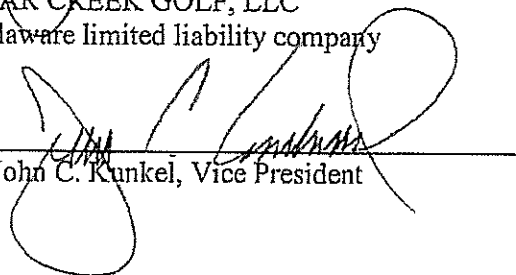
Assignor:

THE CLUB AT CLEAR CREEK TAHOE, INC,
a Nevada nonprofit corporation

By: 
James S. Taylor, President

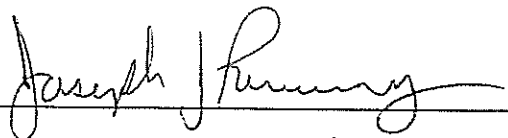
Assignee:

CLEAR CREEK GOLF, LLC
a Delaware limited liability company

By: 
John C. Kunkel, Vice President

Consent:

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT, a municipal
corporation/political subdivision of the State of
Nevada

By: 
Joseph J. Penney

Title: Interim General Manager
Director of Public Works
Joseph J. Penney

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT ("Assignment"), is made as the 23rd day of July, 2013 ("Effective Date") by and between THE CLUB AT CLEAR CREEK TAHOE, INC, a Nevada nonprofit corporation ("Assignor") and CLEAR CREEK GOLF, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

A. Assignor and Incline Village General Improvement District, a municipal corporation/political subdivision of the State of Nevada ("Incline") are parties to that certain Agreement originally between Clear Creek Ranch II, LLC and Incline Village General Improvement District dated July 1, 2008 (the "Agreement") which was assigned to Assignor on August 26, 2008;

B. Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights and obligations with respect to the Agreement;

NOW, THEREFORE, for good valuable consideration, the receipt and sufficiency of which are herby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee the Agreement and all the Assignor's right, title, interest, benefits, and privileges thereunder, and Assignee hereby accepts such Assignment. Assignor acknowledges that such assignment shall not relieve Assignor from its liability under the Agreement.

2. By acceptance of the Agreement, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon or assumed by Assignor under the Agreement. Said assumption shall have application only to those obligations under the Agreement first accruing or arising on or after the Effective Date.

3. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

CONSENT TO COLLATERAL ASSIGNMENT OF WATER AGREEMENT

This Consent to Collateral Assignment of Water Agreement is entered into by and between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, a political subdivision of the State of Nevada, hereinafter referred to as "District"; CLEAR CREEK RANCH II, LLC, a Nevada limited-liability company, hereinafter referred to as "Clear Creek"; THE CLUB AT CLEAR CREEK TAHOE, INC., a Nevada nonprofit corporation, hereinafter referred to as "Club," "Assignee" or "Borrower"; and, DORFINCO CORPORATION, a Delaware corporation, hereinafter referred to as "Lender"; all of whom may hereinafter be referred to as "Party" or "Parties."

RECI-TALS

A. District and Clear Creek entered into an Agreement dated 1 July 2008, entitled "Agreement Between Clear Creek Ranch II, LLC, and Incline Village General Improvement District," hereinafter referred to as the "Water Agreement."

B. Clear Creek, as Assignor, assigned the Water Agreement to the Club, as Assignee, by Assignment of Agreement dated 26 August 2008. The Assignment provided for a continuation of liability by Clear Creek as Assignor, and the District consented to such assignment.

C. The Club, as Borrower, has entered into a financing transaction with Dorfinco Corporation as Lender, and has executed that certain Assignment of Water Agreement dated 6 August 2008, providing an assignment of the Club's rights; as Assignee from Clear Creek, under the Water Agreement to Lender, and reserving a license under the Water Agreement which is terminable in the event of Club's default as Borrower to Lender under its financing transaction.

D. Lender and Borrower have requested District to consent to the Assignment of Water Agreement between them, which District is willing to do as set forth hereinbelow.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

Assignor:

CLEAR CREEK RANCH II, LLC,
a Nevada limited liability company

By: Clear Creek at Tahoe, LLC,
a Nevada limited liability company
Its: Member

By: _____
James S. Taylor, as Trustee of the James
S and Denise G. Taylor Living Trust
Title: Its Managing Member

Assignee:

THE CLUB AT CLEAR CREEK TAHOE, INC.,
a Nevada nonprofit corporation

By: _____
Print Name: _____
Its: _____

Consent:

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT, a municipal
corporation/political subdivision of the State of
Nevada

By: W. M. [Signature]

Title: GENERAL MANAGER

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1 Clear Creek, the Club, and Borrower agree with District that their rights are set forth in and limited by the Water Agreement. Clear Creek, the Club, and Borrower acknowledge the obligation thereunder to pay District in advance for all water to be received under such Agreement. Clear Creek, the Club, and Borrower acknowledge that, in the event that such payment has not been received by District in advance by the first day in any succeeding contract year, that District may cancel the Agreement for default thereunder and its obligation to deliver water is terminated.
- 2 Clear Creek and the Club acknowledge that, notwithstanding the District's consent to an assignment of the Water Agreement by Clear Creek to the Club, and by the Club to Dorfinco Corporation as Lender, that their obligations to District under the Water Agreement as assigned continue. Each acknowledges the obligation to ensure payment to the District in order to continue the receipt of water under the Water Agreement, and the obligation to comply with any required permit terms or conditions.
- 3 Clear Creek and the Club agree that advance payment under the Water Agreement shall be due and payable, and is to be received by District, at least forty-five (45) days prior to the anniversary date of the Water Agreement; and, if not so received, District has the right to provide a notice of intent to terminate under Article 8 thereof, and in the event of continued lack of payment prior to the anniversary date, that District has the right to terminate the agreement as of that date under said Article. Lender acknowledges such agreement as a material part of District's consent to assignment of rights to it.
- 4 District hereby consents to the collateral assignment of the Water Agreement by Club, as Borrower, to Lender, on the terms set forth in the Assignment of Water Agreement, dated 6 August 2008, between them and as further set forth herein.

5. In the event that any action is filed in relation to this Consent to Collateral Assignment of Water Agreement, the unsuccessful Party in the action shall pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

6. This Consent to Collateral Assignment of Water Agreement shall be construed in accordance with and governed by the laws of the State of Nevada. The Parties hereby acknowledge and agree that the proper venue and jurisdiction for any and all actions or disputes arising from or relating, in any way, to this Agreement or the Property shall be in Washoe County, Nevada, regardless of the residence or citizenship of any Party hereto, and each Party hereby irrevocably consent to the same.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth opposite each signature below.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By: Bea Epstein Date: 10-29-08
Name: Bea Epstein, Chairwoman

By: Robert C. Wolf Date: 10/29/2008
Name: Robert C. Wolf, Secretary

CLEAR CREEK RANCH II, LLC

By: _____ Date: _____
Name: Clear Creek at Tahoe, LLC
a Nevada limited liability company, Managing Member
By: James S. Taylor, as Trustee of the James S. and
Denise G. Taylor Living Trust, Manager

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT ("Assignment"), is made as of the 26th day of August, 2008 ("Effective Date") by and between CLEAR CREEK RANCH II, LLC, a Nevada limited liability company ("Assignor"), and THE CLUB AT CLEAR CREEK TAHOE, INC., a Nevada nonprofit corporation ("Assignee")

W I T N E S S E I H:

A Assignor and Incline Village General Improvement District, a municipal corporation/political subdivision of the State of Nevada ("Incline") are parties to that certain Agreement between Clear Creek Ranch II, LLC and Incline Village General Improvement District dated July 1, 2008 (the "Agreement")

B Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights and obligations with respect to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

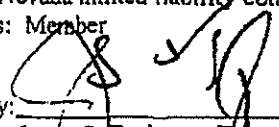
1. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee the Agreement and all of Assignor's right, title, interest, benefits and privileges thereunder, and Assignee hereby accepts such Assignment. Assignor acknowledges that such assignment shall not relieve Assignor from its liability under this Agreement.
2. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon or assumed by Assignor under the Agreement. Said assumption shall have application only to those obligations under the Agreement first accruing or arising on or after the Effective Date.
3. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

Assignor:


CLEAR CREEK RANCH II, LLC,
a Nevada limited liability company

By: Clear Creek at Tahoe, LLC,
a Nevada limited liability company
Its: Member

By: 
James S. Taylor, as Trustee of the James
S. and Denise G. Taylor Living Trust
Title: Its Managing Member

Assignee:

THE CLUB AT CLEAR CREEK TAHOE, INC.,
a Nevada nonprofit corporation

By: 
Print Name: James S. Taylor
Its: President

Consent:

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT, a municipal
corporation/political subdivision of the State of
Nevada

By _____

Title _____

ASSIGNMENT OF AGREEMENT

THIS ASSIGNMENT OF AGREEMENT ("Assignment"), is made as of the 26th day of August, 2008 ("Effective Date") by and between CLEAR CREEK RANCH II, LLC, a Nevada limited liability company ("Assignor"), and THE CLUB AT CLEAR CREEK TAHOE, INC., a Nevada nonprofit corporation ("Assignee").

WITNESSETH:

A. Assignor and Incline Village General Improvement District, a municipal corporation/political subdivision of the State of Nevada ("Incline") are parties to that certain Agreement between Clear Creek Ranch II, LLC and Incline Village General Improvement District dated July 1, 2008 (the "Agreement").

B. Assignor desires to assign, and Assignee desires to assume, all of Assignor's rights and obligations with respect to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby grants, assigns, transfers, conveys and delivers to Assignee the Agreement and all of Assignor's right, title, interest, benefits and privileges thereunder, and Assignee hereby accepts such Assignment. Assignor acknowledges that such assignment shall not relieve Assignor from its liability under this Agreement.

2. By acceptance of this Assignment, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations imposed upon or assumed by Assignor under the Agreement. Said assumption shall have application only to those obligations under the Agreement first accruing or arising on or after the Effective Date.

3. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first written above.

Assignor:

CLEAR CREEK RANCH II, LLC,
a Nevada limited liability company

By: Clear Creek at Tahoe, LLC,
a Nevada limited liability company
Its: Member

By: _____
James S. Taylor, as Trustee of the James
S. and Denise G. Taylor Living Trust
Title: Its Managing Member

Assignee:

THE CLUB AT CLEAR CREEK TAHOE, INC.,
a Nevada nonprofit corporation

By: _____
Print Name: _____
Its: _____

Consent:

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT, a municipal
corporation/political subdivision of the State of
Nevada


By:  _____

Title GENERAL MANAGER

CONSENT

The undersigned consents to the foregoing Assignment.

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

By: 
Print Name: WILLIAM B HORN
Print Title: BOARD MEMBER

By: _____
Print Name: _____
Print Title: _____

AGREED TO AS TO FORM:

By: _____
Print Name: _____
Print Title: _____

ESTOPPEL CERTIFICATE
(Water Agreement)

TO: Dorfinco Corporation
11575 Great Oaks Way, Suite 210
Alpharetta, Georgia 30022
Attn: Steve Snellman

RE: That certain Agreement Between Clear Creek Ranch II, LLC and Incline Village General Improvement District, dated July 1, 2008, by and between Incline Village General Improvement District, a municipal corporation/political subdivision of the State of Nevada ("District"), and Clear Creek Ranch II, LLC, a Nevada limited liability company ("Clear Creek"), as assigned by Clear Creek to THE CLUB AT CLEAR CREEK TAHOE, INC., a Nevada nonprofit corporation ("Borrower"), pursuant to that certain Assignment, dated July ____, 2008 (the "Assignment") (as the same may be amended from time to time, the "Water Agreement").

Gentlemen:

This Estoppel Certificate ("Estoppel Certificate") is provided to you with respect to the Water Agreement.

The District understands that: (i) Borrower is the owner of certain real property located in Douglas County, Nevada ("Club Property"); (ii) Dorfinco Corporation, a Delaware corporation ("Lender") is contemplating making or has made a loan to Borrower for the purpose of acquiring and making improvements to the Club Property; and (iii) water for the irrigation of the Club Property is derived pursuant to the Water Agreement.

1. Entire Agreement. The Water Agreement represents the entire agreement with the District, and such agreement has not been modified, changed, altered or amended in any respect (either orally or in writing). The Water Agreement is in full force and effect, and the duties, liabilities and obligations thereunder are binding on the applicable parties.
2. No Breach. To District's knowledge, there is no breach by the District, the Borrower or any other party under the Water Agreement. Additionally, no event has occurred and no condition exists which, with notice or the passage of time or both, would constitute a breach by the District, the Borrower or any other party under the Water Agreement.
3. Performance of Duties by Borrower. As of the date hereof, to District's knowledge, Borrower has performed all of its duties, liabilities and obligations that were due to be performed by Borrower under the Water Agreement and has paid all costs, fees and expenses, if any, that were due to be paid by Borrower under the Water Agreement. District has no information concerning Borrower's action required under the Water Agreement in order to implement the Water Agreement.
4. Performance of Duties by District. As of the date hereof, to District's knowledge, the District has performed all of its duties, liabilities and obligations that were due to be performed by the District under the Water Agreement and has paid all costs, fees and expenses, if any, that were due to be paid by the District under the Water Agreement.
5. No Prior Assignments. The District has not assigned any of its rights, privileges or obligations under the Water Agreement.
6. No Offsets. To District's knowledge, there exists no offsets or defenses which would interfere with, hinder or limit the enforceability of any of the provisions of the Water Agreement.

7. Successors and Assigns. This Estoppel Certificate is for the benefit of and may be relied upon by Borrower, Lender and any of their respective successors or assigns.

8. Authority. The person whose signature appears below is duly and fully authorized to execute this Estoppel Certificate on behalf of the District, has/have knowledge of the facts and statements set forth herein and acknowledge(s) full and proper execution of the Water Agreement by the District.

Dated: August 27, 2008

INCLINE VILLAGE GENERAL IMPROVEMENT
DISTRICT, a municipal corporation/political subdivision
of the State of Nevada

By _____



Title: General Manager

S:\GID\IVGID\Creek Creek\Estoppel Certificate Clean 28-08-20 DOC

07092008

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

THIS AGREEMENT made and entered into this 1st day of July, 2008, by and between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, a municipal corporation/ political subdivision of the State of Nevada, hereinafter referred to as "DISTRICT", and CLEAR CREEK RANCH II, LLC, a Nevada limited liability company, hereinafter referred to as "CLEAR CREEK".

WITNESSETH:

WHEREAS, the DISTRICT is a General Improvement District formed and organized pursuant to the provisions of Chapter 318, Nevada Revised Statutes; and

WHEREAS, the DISTRICT does presently own and operate a wastewater treatment facility in Incline Village, Washoe County, Nevada; and

WHEREAS, the DISTRICT has previously constructed and is presently operating and maintaining pump stations and an effluent pipeline for the export of treated effluent water from the DISTRICT'S wastewater treatment facility to the DISTRICT'S Wetlands Facility in the Carson Valley, Douglas County, Nevada; and

WHEREAS, CLEAR CREEK is the owner of certain real property located in Douglas County, Nevada, consisting of approximately 1,600 acres, a portion of which is shown on Exhibit "A", which is attached hereto and incorporated herein by reference, said real property hereinafter referred to as the "PROJECT"; and

WHEREAS, CLEAR CREEK desires to receive said effluent from DISTRICT and to cause it to be applied to lands of CLEAR CREEK within the PROJECT for irrigation; and

WHEREAS, the parties hereto are desirous of entering into a mutually beneficial agreement to provide for the delivery of treated effluent water from the DISTRICT'S effluent transmission main and to provide for the acceptance and use of said effluent water for the

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

described irrigation purposes on the PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein, the parties do agree as follows:

ARTICLE I

Delivery and Use of Effluent Water

Section 1.1 Amount of Effluent. DISTRICT will make available for use by CLEAR CREEK pursuant to this Agreement up to 350 ^{*} acre feet of effluent annually, for irrigation of the golf course and common areas on the PROJECT.

Section 1.2 Issuance of and Compliance with Permits. As a prerequisite to receiving such effluent, CLEAR CREEK agrees to obtain any required permits from all public entities having jurisdiction hereof, including, but not limited to, those related to the current special use permit issued by Douglas County, the contemplated discharge permit to be issued by NDEP and the secondary permit to be issued by the Nevada State Engineer, if needed. CLEAR CREEK shall manage said effluent according to its discharge permits (as may be modified in the future) and as same may be issued by NDEP. A copy of any discharge permit issued to CLEAR CREEK shall be delivered to DISTRICT. CLEAR CREEK agrees to keep all other requirements of the State of Nevada or the United States Environmental Protection Agency or any other public authority having jurisdiction hereof as may from time to time become effective.

Section 1.3 Delivery. During the term of this Agreement, DISTRICT shall deliver, and CLEAR CREEK shall accept the quantities of effluent water as CLEAR CREEK in its sole discretion requests, up to the stated amount of 350 acre feet annually.

* - 114,047,999.5 gallons = 114,048 1,000 gallon units

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

ARTICLE II

Metering and Flow Control

Section 2.1 Duties of District. DISTRICT agrees to provide CLEAR CREEK with copies of all currently generated effluent water quality data and well monitoring. Any additional effluent management reporting requirements shall be the sole responsibility of CLEAR CREEK.

Section 2.2 Duties of CLEAR CREEK. CLEAR CREEK shall design, engineer and supervise the construction and installation of all necessary improvements to provide effluent delivery to PROJECT. All such improvements, as requested by CLEAR CREEK or required by others, including regulatory entities, such as solar electrical supply, telemetry equipment, monitoring, or the like, shall be at CLEAR CREEK'S sole cost and expense. Construction of all improvements, as well as those which from time to time may be required for public compliance, shall be subject to the review, inspection and written approval of DISTRICT prior to undertaking and completing same.

Section 2.3 Cooperation. DISTRICT shall cooperate with CLEAR CREEK in the delivery of effluent; however, CLEAR CREEK shall be responsible for regulating application, in CLEAR CREEK'S discretion. DISTRICT and CLEAR CREEK agree to cooperate to ensure the most efficient operation hereof and to further ensure that neither DISTRICT nor CLEAR CREEK violate their then existing permits. To that end, each party shall designate a representative for the other to contact in all matters relevant hereto.

Section 2.4 License for Access. During the term of this Agreement CLEAR CREEK grants DISTRICT, its employees, and agents, a license for ingress and egress to and from the Project for any and all purposes necessary for the DISTRICT to perform its obligations under

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

this Agreement or under its Permit or Management Plan, using such reasonable route(s) as CLEAR CREEK may designate or approve from time to time. The license granted by this section may not be revoked during the term of this Agreement or any extension thereof.

ARTICLE III

Duty to Deliver and Accept Effluent

Section 3.1 District. This Agreement does impose a duty upon the DISTRICT to deliver effluent water to CLEAR CREEK up to the maximum quantity specified herein, subject to the legal and practical ability of DISTRICT so to do.

Section 3.2 Owner. Acceptance and use of effluent by CLEAR CREEK pursuant to this Agreement is subject to the legal and practical ability of CLEAR CREEK to accept and use such effluent; however, CLEAR CREEK will not be required to accept or use the full amount of effluent specified annually herein. The amount of water actually accepted shall not affect the required annual payments.

ARTICLE IV

Compensation

Section 4.1 Fee. CLEAR CREEK shall pay DISTRICT a fee of One Hundred Thousand Dollars (\$100,000.00) annually, payable in advance, commencing upon execution of this Agreement. A like sum shall be payable annually during each year of the term of this Agreement, subject to adjustment as set forth below. CLEAR CREEK shall be obligated to make such annual payments in full, regardless of the actual amount of water called for or received. *

Section 4.2 Adjustments. The parties agree to adjust the fee stated in section 4.1 on each five (5) year anniversary date of this Agreement. The fee will be adjusted to the value of the

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

effluent as of the anniversary date. The value of the effluent will be determined by agreement of the parties and, if they do not agree, as follows:

- A) DISTRICT shall hire a qualified appraiser to value the 350 acre feet of effluent water that the DISTRICT may deliver to CLEAR CREEK, under this Agreement, taking into account the local market value of effluent water at the time of the appraisal, and the quantity and quality of effluent water being provided. The DISTRICT and CLEAR CREEK agree to share equally the cost of this appraisal.
- B) In the event CLEAR CREEK disagrees with the value of the District's appraisal, CLEAR CREEK shall have the right, at its expense, to hire a separate appraiser to value the effluent water under the same factors.
- C) In the event that the parties fail to agree on a final price for the effluent water, a third appraiser agreed upon by the parties will review the two complete appraisals and provide a third and binding final appraised value for the effluent water. Such value will be used for the succeeding five (5) year term.
- D) The Parties agree to undertake such procedure and a determination of the revised annual value prior to expiration of the current five (5) year period.

ARTICLE V

Warranties

Section 5.1 Owner. CLEAR CREEK warrants that this Agreement and the rights hereunder shall be appurtenant to and do hereby become a covenant running with the land.

Section 5.2 District. The DISTRICT warrants that the treated effluent exported by DISTRICT and provided for discharge onto CLEAR CREEK'S land shall conform to all present

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

and future specifications and requirements of the regulatory agencies of the United States Environmental Protection Agency, or similar agencies, and the State of Nevada relating to the discharge of treated effluent water at its Wetlands Facility.

ARTICLE VI

Conditions Precedent

Section 6.1 Receipt of Permits. CLEAR CREEK'S taking and use of effluent water under this Agreement are contingent upon receipt by CLEAR CREEK of all permits and approvals necessary to allow CLEAR CREEK to accept and use the effluent on the PROJECT. CLEAR CREEK's annual payment obligation to the District is not subject to any condition.

Section 6.2 Time Limitation. In the event that CLEAR CREEK is for any reason incapable of implementing the use and acceptance of effluent water under this Agreement after one (1) year, this Agreement may, at CLEAR CREEK'S option, be terminated and each of the parties signatory hereto shall be restored to their prior legal positions without additional or future liability each to the other.

ARTICLE VII

Term of Agreement

This Agreement shall be effective for a period of forty (40) years from the date, of execution unless sooner terminated as provided in Article VIII. At least ninety (90) days prior to each five (5) year anniversary date, DISTRICT and CLEAR CREEK shall meet and confirm the new fee, consistent with the formula set forth in Article IV, Section 4.2 (Adjustments). In the event that the parties do not meet as above, then the old fee shall apply until the new fee is established, which fee shall apply retroactively. The continuation of this Agreement at each such five (5) year anniversary date shall require CLEAR CREEK'S full compliance with the terms and

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

conditions hereof.

ARTICLE VIII

Termination

This Agreement may be terminated by DISTRICT prior to the expiration of the term, in the event that CLEAR CREEK is in material violation of one or more material terms of this Agreement, and after thirty (30) days written notice of such violation or violations, fails to cure any such breaches.

ARTICLE IX

No Acquisition of Title

CLEAR CREEK agrees that by entering into this Agreement it shall acquire no title to said effluent until delivery thereof and any right to receive and use such effluent shall be subject to the provisions of this Agreement. DISTRICT agrees by entering into this Agreement that it shall acquire no title to any portion of the PROJECT.

ARTICLE X

Successors

Section 10.1 Covenant. The terms and conditions set forth in this Agreement shall be appurtenant to the real property owned by CLEAR CREEK as is more particularly shown in said Exhibit "A," and shall be binding upon the grantees, successors and assigns of CLEAR CREEK. It is expressly understood and agreed that at the time of the execution of this Agreement all of the real property shown in the attached Exhibit "A" are subject to the terms and conditions of this contract and are encumbered by this Agreement.

Section 10.2 Memorandum of Agreement. The parties hereto covenant and agree to execute a Memorandum of this Agreement in recordable form which may, at the option of either

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

party, be recorded in the office of the Douglas County, Nevada Recorder.

ARTICLE XI

Indemnification

Section 11.1 District. DISTRICT agrees to indemnify and hold CLEAR CREEK harmless from and against and with respect to any and all claims, demands, losses, costs, expenses, obligations, liabilities, actions, suits, damages, diminution in value and deficiencies, including, without limitation, interest and penalties, counsel fees and all amounts paid in settlement of any claim, action or suit (all such claims, demands, losses, costs, expenses, etc. being referred to herein collectively as "Claims"), which may be asserted against CLEAR CREEK, or which CLEAR CREEK shall incur or suffer, and which arise out of, result from or relate to any fact inconsistent with any representation or warranty of DISTRICT herein or the nonfulfillment of any agreement or covenant of DISTRICT contained in this Agreement or in any document furnished or required to be furnished to CLEAR CREEK in connection with the consummation of the transactions contemplated hereby, or which relate to any liability retained by DISTRICT. Any claim for an indemnity made by CLEAR CREEK against DISTRICT shall be subject to the terms, conditions and defenses set forth in Chapter 41 of the Nevada Revised Statutes as amended in 1977, or in any other statutes as they provide this date. Further, each single claim of indemnity made by CLEAR CREEK against DISTRICT shall be limited in amount to the total sum of Fifty Thousand Dollars (\$50,000.00).

Section 11.2 Clear Creek. CLEAR CREEK agrees to indemnify and hold DISTRICT harmless from and against and with respect to any and all Claims as defined above which may be asserted against DISTRICT, or which DISTRICT shall incur or suffer, and which arise out of, result from or relate to any fact inconsistent with any representation or warranty of CLEAR

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

CREEK herein or the nonfulfillment of any agreement or covenant of CLEAR CREEK contained in this Agreement or in any document furnished or required to be furnished to DISTRICT in connection with the consummation of the transactions contemplated hereby.

Section 11.3 Claims for Indemnity. Whenever a Claim shall arise for which one party hereto (the "Indemnitee") shall be entitled to indemnification hereunder, the Indemnitee shall notify the other party hereto (the "Indemnitor") in writing within thirty (30) days of the first receipt of notice of such claim, and in any event within such shorter period as may be necessary for the Indemnitor to take appropriate action to defend against such claim. Such notice shall specify all facts known to the Indemnitee giving rise to such indemnity rights and shall estimate the amount of the liability arising therefrom. The right of the Indemnitee to indemnification and estimated amount thereof, as set forth in this notice, shall be deemed agreed to by the Indemnitor unless, within thirty (30) days after the mailing of such notice, the Indemnitor shall notify the Indemnitee in writing that it disputes the right of the Indemnitee to indemnification, or that the Indemnitor elects to defend such claim in the manner provided in section 11.4 of this Agreement. If the Indemnitee shall be duly notified of such dispute, the parties shall attempt to settle and compromise the same, or if unable to do so within twenty (20) days of the Indemnitor's delivery of notice of a dispute, such dispute shall be settled by appropriate litigation, and any rights of indemnification established by reason of such settlement, compromise or litigation shall promptly thereafter be paid and satisfied by the Indemnitor.

Section 11.4 Defense of Claims. Upon receipt by the Indemnitor of a notice from the Indemnitee with respect to any claim of a third party against the Indemnitee, and acknowledgment by the Indemnitor (whether after resolution of a dispute or otherwise) of the Indemnitee's right to indemnification hereunder with respect to such claim, the Indemnitor may

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

assume the defense of such claim with counsel reasonably satisfactory to the Indemnitee and the Indemnitee shall cooperate to the extent reasonably requested by the Indemnitor in the defense or prosecution thereof and shall furnish such records, information and testimony and attend all such conferences, discovery proceedings, hearings, arbitration proceedings and, if applicable, appeals as may be reasonably requested by the Indemnitor in connection therewith. In the event that the Indemnitor shall acknowledge the Indemnitee's right to indemnification, but decline to assume the defense of such claim, the Indemnitee may assume such defense and the Indemnitor shall acknowledge the Indemnitee's right to indemnification and elect to assume the defense of such claim, the Indemnitee shall have the right to employ its own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Indemnitee if the Indemnitor does not elect to assume defense of a third party claim and disputes the Indemnitee's right to indemnification, the Indemnitor shall have the right to participate in the defense of such claim through counsel of its choice, at the Indemnitor's costs and expense (provided, that such costs and expenses shall be reimbursed by the Indemnitee to the Indemnitor if a final award in arbitration, confirmed through an order or judgment of a court of competent jurisdiction or a settlement approved by the Indemnitor reflects the Indemnitee's obligation to indemnify the Indemnitor), and the Indemnitee shall have authority to resolve such claim subject to this Article XI. The Indemnitee shall have authority to resolve such claim. The Indemnitee shall give written notice to the Indemnitor of any proposed settlement of any claim, which settlement the Indemnitor may reject in its reasonable judgment within ten (10) days of receipt of such notice if the Indemnitor has assumed the defense of any claim against the Indemnitee, the Indemnitor shall have the right to settle any claim for which indemnification has been sought and is available hereunder; provided that, to the extent such settlement refers to any alleged liability or

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

wrongdoing of the Indemnitee, requires the Indemnitee to take, or prohibits Indemnitee from taking, any action or purports to obligate the Indemnitee other than for the payment of money, then the Indemnitor shall not settle such claim without the prior consent of the Indemnitee, which consent shall not be unreasonably withheld.

ARTICLE XII

Assignability

This Agreement may be assigned or transferred by CLEAR CREEK to any other person or entity obtaining ownership of the golf course or common area lands to be irrigated with the effluent water under this Agreement, following receipt of approval by all regulatory agencies having jurisdiction hereof, and upon the written acceptance of such assignment by the assignee, and upon the prior written consent of DISTRICT, which consent shall not be unreasonably withheld. CLEAR CREEK shall be responsible for any costs and compliance requirements associated with any such assignment.

ARTICLE XIII

Miscellaneous

13.1 Notices. All notices required or permitted to be given by law or by the terms of this Agreement shall be in writing and shall be considered given upon personal service of a copy on the party to be served, or twenty four (24) hours after mailing such notice by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

(a) if to DISTRICT, such notices shall be sent to:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
893 Southwood Boulevard
Incline Village, Nevada 89450

and

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

T. SCOTT BROOKE, ESQ.
Brooke Shaw Zumpft
1590 Fourth Street
Post Office Box 2860
Minden, NV 89423

(b) if to CLEAR CREEK, such notices shall be sent to:

CLEAR CREEK RANCH
2221 Meridian Blvd.
Minden, NV 89423

and

RICHARD GARDNER, ESQ.
Gardner Law Firm
225 Kingsbury Grade
Box 2194
Stateline, NV 89449

Any party may change the address to which notices to it hereunder are addressed by a notice in writing to the others.

Section 13.2 When Consent Required. Whenever the approval or consent of any party is required for any purpose under this Agreement, that approval or consent will not be unreasonably withheld or delayed. Without limiting the foregoing, if any approval or consent is requested by either party, unless the consenting party notifies the requesting party within fifteen (15) days that will not grant the approval or consent, the consenting party will be deemed to have given the approval or consent on the sixteenth (16th) day.

Section 13.3 Entire Agreement. This Agreement constitutes the entire and only understanding between the parties concerning this subject matter, and supersedes any and all prior agreements, arrangements, communications or representations whether oral or written with respect thereto. No alteration, amendment, change modification or waiver to this Agreement

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

shall be valid or binding unless the same is in writing and signed by the representations of the parties hereto.

Section 13.4 Choice of Law. This Agreement shall be construed and interpreted in accordance with, and governed by the laws of the State of Nevada.

Section 13.5 Waiver. Neither a course of conduct, nor any waiver by either party with respect to a default or breach of any provision of this Agreement by the other party shall operate or be construed as a waiver of any subsequent default or breach, or as a modification of this Agreement.

Section 13.6 Attorney's Fees. If any party commences an action against the other party to enforce any of the terms hereof or because of the breach of either party of any of the terms hereof, the prevailing shall be entitled to reasonable attorney's fees, costs and expenses incurred in connection with the prosecution or defense of such action.

Section 13.7 Venue. In the event that there is a dispute between the parties hereto, venue for any judicial action shall be in Douglas County, Nevada.

Section 13.8 Time of Essence. Time is of the essence of this Agreement and each term, covenant and condition thereof.

Section 13.9 Captions. The captions of this Agreement do not in any way limit or amplify its terms and provision.

Section 13.10 Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, successors and assigns for all time.

Section 13.11 Execution of Additional Documents. In addition to documents and other matters specifically referenced in this Agreement, the parties agree to execute and/or deliver, or

**AGREEMENT BETWEEN CLEAR CREEK RANCH II, LLC AND INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT**

cause to be executed and/or delivered such other documents and/or materials, carrying out the terms and conditions of this Agreement, as may be reasonably necessary to effect the transactions contemplated by this Agreement.

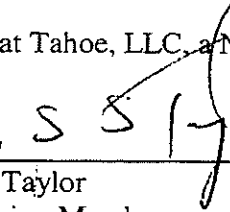
Section 13.12 Counterparts. This Agreement may be executed in one or more counterparts, and each counterpart shall constitute an original instrument but all such counterparts shall only constitute one and the same instrument.

Section 13.13 Authorship. This Agreement has been reviewed by attorneys representing the respective parties, who have each provided input to same, and therefore shall not be construed in favor of or against any party hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.


CLEAR CREEK RANCH II, LLC, a Nevada limited-liability company

BY: Clear Creek at Tahoe, LLC, a Nevada limited-liability company, its Managing Member

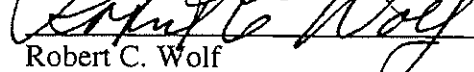
By: 
Name: James S. Taylor
Title: Its Managing Member

Date: 7/14/08

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By: 
Name: Bea Epstein
Title: Chairwoman, Board of Trustees

Date: 7/9/08

By: 
Name: Robert C. Wolf
Title: Secretary, Board of Trustees

Date: 7/9/2008

Agreed to as to form:

By: 
Name: T. Scott Brooke, District General Counsel

Date: 7/9/2008

IVGID Incline Village GID
893 Southwood Blvd
Incline Village, NV 89450

Clear Creek Ranch, LLC
Check Number CCR-00000729
Check Date Jul 14, 2008

Date	Invoice	Reference	Invoice Amt	Retention	Discount	Payment
09000	Clear Creek Ranch, LLC					
07/14/08	Agreement	Water	100,000.00	0.00	0.00	100,000.00
Total Remittance			100,000.00	0.00	.00	100,000.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

Clear Creek Ranch, LLC

990 Ironwood Drive
Minden, NV 89423

Santa Barbara Bank & Trust
20 East Carrillo Street
Santa Barbara, CA 93101

122220593
122220593

Date
Jul 14, 2008

Check Number
CCR-00000729

Pay **One Hundred Thousand Dollars 00 Cents**

Amount
\$100,000.00

To *Incline Village GID*
The *893 Southwood Blvd*
Order *Incline Village, NV 89450*
Of

Clear Creek Ranch, LLC

Per 

PAYABLE IN US DOLLAR

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK—HOLD AT AN ANGLE TO VIEW

⑈00000729⑈ ⑆122220593⑆ 0101603017⑈

WRITTEN STATEMENT REQUESTED TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JUNE 19, 2019 REGULAR IVGID BOARD MEETING – AGENDA ITEM G(1) – PROPOSED RESOLUTION NO. 1874 THANKING, HONORING AND COMMENDING FORMER IVGID TRUSTEE GENE BROCKMAN

Introduction: Here for some unexplained reason, GM Pinkerton has created an agenda item proposing the granting of a Resolution (No. 1874) to thank and commend former Board Trustee Gene Brockman¹. It turns out there is no Board Policy² nor Practice³ which authorizes such a resolution. Nor do any of IVGID’s Policy and Procedures Resolutions⁴. Nor in IVGID’s history has *any* Board *ever* adopted a similar resolution for *any* Board Trustee. Not do Mr. Brockman’s actions warrant official thanks nor commendation. For all of these reasons, I and others I know are opposed to this resolution. And that’s the purpose of this written statement.

No IVGID Board Has Ever Taken Similar Action to Recognize Any Past Board Trustee: GM Pinkerton’s memorandum in support of this agenda item states that “while rare, the Board...has taken similar actions over the years.”¹ *Not true!* I have reviewed a log of all prior resolutions adopted by past Boards and I can report that *never* has a past trustee ever been singled out for special recognition as GM proposes doing now. So why Mr. Brockman, over any other past trustee?

This Board Has No Authority to Issue a Resolution Similar to the One the Subject of This Agenda Item: Until January 1, 2014, Policy No. 3.1.0.06(h) existed which arguably gave such authority to the Board. That Policy stated as follows:

“From time to time it is advisable for the Board of Trustees to issue Resolutions that are not in the mainstream of the District’s normal activity. (Given) it is sometimes difficult for the General Manager or the Chair to know when it is appropriate...the following guidelines shall be applied...”⁵

¹ See pages 65-66 of the packet of materials prepared by staff in anticipation of the Board’s June 19, 2019 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_6-19-19.pdf (“the 6/19/2019 Board packet”)]. Copies of these pages are attached as Exhibit “A” to this written statement.

² Go to <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>.

³ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Board_Practices_762016.pdf.

⁴ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Policy_and_Procedure_Resolutions.pdf.

⁵ A copy of this Policy is attached as Exhibit “B” to this written statement. I have placed an asterisk next to the language quoted.

But effective January 1, 2014 this Board *rescinded* this authority by modifying Policy 3.1.0.06(h). The current version of Policy 3.1.0.06(h) has eliminated this authority altogether⁶.

Independent of a Formal Policy, the Board Has No Power to Adopt Resolutions Such as the One the Subject of This Agenda Item: We've had this discussion before. "*Dillon's Rule*" prevents *limited purpose* local governments like IVGID from engaging in activities *not* expressly conferred by statute. As the Board may recall, *Dillon's Rule* originates from Justice John Dillon's opinions in *City of Clinton v. Cedar Rapids & M.R.R. Co.*, 24 Iowa 455 (1868) and *Merriam v. Moody's Executor*, 25 Iowa 163 (1868). That "Rule" declares as follows:

"Municipal corporation(s) possess...and can exercise the following powers, *and no others*: (1) those granted in express words; (2) those necessarily or fairly implied in or incident to the powers expressly granted; (and,) (3) those essential to the accomplishment of the declared objects and purposes of the corporation – not simply convenient but indispensable. Dillon's Rule further holds that any fair doubt concerning the existence of power is (to be) resolved...against the corporation [local government], and the power is denied."⁷

Given Nevada has adopted *Dillon's Rule*⁸, please show me the statutory authority which expressly authorizes general improvement districts ("GIDs") to govern, legislate, adopt "proclamations" or provide for the general health, safety and welfare of their inhabitants. Given *nowhere* in NRS 318 are any of these powers expressly authorized⁹, *why then does IVGID continue to engage in these kinds of activities?*

So Have Previous Boards Ever "Taken Similar Action...to Recognize Various Community Members" as GM Pinkerton Represents? The answer is yes; four. However, at least three were founded upon former Policy No. 3.1.0.06(h).

And to Whom and For What Were These Four Past Resolutions? For the Board's benefit,

⁶ See pages 8-13 at <https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID-Board-Policies.pdf>.

⁷ For these reasons, the Office of Attorney General ("OAG") has opined GIDs exist to *only* exercise those enumerated powers, *and none other* [A.G.O. 63-61, p.103 (August 12, 1963)]. In other words, they are limited purpose special districts.

⁸ See *Ronnow v. City of Las Vegas*, 57 Nev. 332, 341-343, 65 P.2d 133 (1937).

⁹ NRS 318.055(4)(b) states that "the basic power or basic powers for which (a) district is proposed to be created (shall be) stated in (its) initiating ordinance (and) must be one or more of those authorized in NRS 318.116, as supplemented by the sections of this chapter designated therein."

1. Resolution No. 1498 adopted July 25, 1985 acknowledging Jack Hardy, manager of the Hyatt Lake Tahoe Hotel, for being one of IVGID's "favored collaborators;"¹⁰

2. Resolution No. 1773 adopted May 10, 2006 acknowledging Debbe Deverill for her fund raising efforts benefitting Washoe County School District Incline Schools through her "Star Follies" event¹¹;

3. Resolution No. 1774 adopted May 31, 2006 acknowledging Harry Haaser for his efforts as Principal of Incline Elementary and Middle Schools¹²; and,

4. Resolution No. 1775 adopted January 31, 2007 acknowledging Norman Rosenberg for giving "hugs and kisses...to the ladies" in our community, and "wisdom, guidance and a fatherly presence...to the gentlemen of the District."¹³

What did any of these resolutions have anything to do with IVGID or "area(s) of interest or authority of IVGID?"

So What's the Harm in Taking Action the IVGID Board Has No Power to Take? When everything you do results in a cost; and your revenues from all sources are less than your costs system wide; everything you do adds to the global financial deficit. And this explains IVGID. So if there's a public cost to acknowledging anyone by means of proclamation, at the end of the day our financial deficit *increases*. And how does IVGID cover its financial deficiencies, system wide? As we have discussed many times before, by: assessing an invalid special tax against property the Board intentionally *mislabeled* a "fee;"¹⁴ and, charging unjust and unreasonable public utility rates because they're used on *ultra vires* activities such as these.

Here GM Pinkerton's agendizing of this item has cost our community quite a bit, and that cost has nothing to do with furnishing recreational facilities for any parcel/dwelling unit owner's use if and when he/she/they choose to use them¹⁵, or lowering anyone's utility bill. I am certain Mr. Pinkerton

¹⁰ A copy of this resolution is attached as Exhibit "C" to this written statement.

¹¹ A copy of this resolution together with the staff memorandum in support are attached as Exhibit "D" to this written statement.

¹² A copy of this resolution together with the staff memorandum in support are attached as Exhibit "E" to this written statement.

¹³ A copy of this resolution together with the staff memorandum in support are attached as Exhibit "F" to this written statement.

¹⁴ The Recreation ("the RFF") and/or Beach ("the BFF") Facility Fee(s).

¹⁵ IVGID's alleged justification for assessing the RFF/BFF.

spent time¹⁶ discussing his request with Mr. Brockman, Chairperson Wong, and others. Does Mr. Pinkerton have so much “under-utilized time” on his hands he can pursue endeavors such as these?

Our General Manager then had to spend more time incorporating his request into the agenda. And this time then involved preparation and duplication of a Staff Memorandum which included proposed Resolution No. 1874. Now given IVGID would have charged me \$1/page to duplicate requested public records copied pursuant to a Public Records Act (“NPR”) request, these pages have cost the public some number of dollars worth of recoupment revenue.

Moreover, who prepared proposed Resolution No. 1874? Either staff is guilty of practicing law without a license, or its revered attorney, Jason Guinasso, did the drafting. How much time did Mr. Guinasso spend speaking to GM Pinkerton and Mr. Brockman so he could gather sufficient factual data to include in the proposed resolution? How much additional time did he spend actually crafting the resolution?

Now we have a public hearing on GM Pinkerton’s request. How much unnecessary added time will be spent at this hearing? And since many of our staff will be present, *being paid for attending*, how much more in salaries and benefits will IVGID incur specifically because of GM Pinkerton’s request?

Now magnify what has happened here by every other improper matter which is brought before the IVGID Board for possible action (such as Kathryn Kelly’s request for a letter supporting her e-Learning Café’s endeavor to use the public’s library for free or Elizabeth Markle’s request for a resolution proclaiming “Library Week,” or Save the Bears, or Save Lake Tahoe, or notify Congress IVGID wants the United States to get out of Vietnam, or declaring Pancreatic Cancer month, or etc., etc., etc.)? Where does it end?

And Why Didn’t Attorney Guinasso Put a Stop to This Nonsense by Advising the IVGID Board it Had No Express Power to Do What GM Pinkerton and Mr. Brockman Are Requesting?

So Now the Rest of the Community Mistakenly Believes it is Appropriate to Seek Board Approval for All Sorts of Proclamations Which the IVGID Board has No Authority to Adopt:

Apart From Any of the Above, and Because “Words Matter,” Gene Brockman is a *UNworthy* Recipient of a Commendation Such as That the Subject of This Agenda Item: Since Mr. Brockman’s “most *infamous* saying” is allegedly “words matter,”¹⁷ let’s examine some of his words:

1. Because the Board Exists Merely to Adopt Policy, it’s Wrong For Board Members to Micro-Manage Our General Manager: Given NRS 318.175(1) states “the board shall have the power...

¹⁶ The RFF/BFF pay for (through its subsidy) such governmental time; if not directly, then indirectly as a “central services cost allocation.”

¹⁷ See page 65 of the 6/19/2019 Board packet.

to manage, control and supervise all the business and affairs of the district,” and NRS 318.015(1) instructs that “the provisions of this chapter shall be *broadly construed*,” Mr. Brockman’s “words” are clearly *wrong*;

2. IVGID Exists to Provide For the General Health, Safety and Welfare of its

Inhabitants: Mr. Brockman promotes this falsehood because of the following language in NRS 318.015(1): “it is hereby declared as a matter of legislative determination that the organization of districts having the purposes, powers, rights, privileges and immunities provided in this chapter will serve a public use and will promote the health, safety, prosperity, security and general welfare of the inhabitants thereof and of the State of Nevada.” It’s *not* that IVGID has been given the power to provide for the general health, safety and welfare of its inhabitants, but rather, that the *limited* “purposes, powers, rights, privileges and immunities provided in this chapter...serve a public use and ...promote the health, safety, prosperity, security and general welfare of the inhabitants...of (Incline Village, Crystal Bay) and...the State of Nevada.” Mr. Brockman’s “words” are clearly *wrong*;

3. IVGID is Only “Quasi-Public:” Nowhere in NRS 318 will one find the words “quasi-public.” Rather, at NRS 318.015(1) and 318.075(1) the reader will find the words “quasi-municipal.” In other words, rather than IVGID being “quasi-public,” its *limited* purposes, powers, rights, privileges and immunities provided in chapter NRS 318 are “quasi-municipal.” In other words, not only is Mr. Brockman’s “words” clearly *wrong*, but his views of a GID’s powers justify the granting of the subject resolution;

4. IVGID Has the Power to “Tax” its Citizens: Not true. The only taxing powers GIDs have are set forth in NRS 318.225: “the board shall have power and authority to levy and collect general (*ad valorem*) taxes on and against all taxable property within the district.” Again, Mr. Brockman’s “words” are clearly *wrong*;

5. Diamond Peak Skier Services Building: Few members of the public know this, but I do. When the Board approved construction of the Diamond Peak Skier Services Building, Mr. Brockman appointed himself (he was the Chairperson of the IVGID Board) to a committee to monitor the building’s construction. During excavation as a prelude to installation of the building’s stem wall foundation, the infamous deteriorating “culvert” was discovered. Instead of stopping construction and alerting the Board and the public to this major debacle which would haunt the public in later years, Mr. Brockman directed engineers to re-locate the building’s footprint so that rather than being directly under the building, it was immediately adjacent thereto. In other words, should the District have to rip up the Diamond Peak surface to access this culvert, the Skier Services Building would not have to be sacrificed.

Of course that’s exactly what happened. The difference though is that had Mr. Brockman been transparent and he alerted the Board and public to this major problem, the Board could have dealt with it back then rather than waited for it to turn into the emergency problem that it did. Because Mr. Brockman’s “words” matter, the foregoing helps to explain the real Mr. Brockman;

6. IV/CB 2020 Vision, Inc: Mr. Brockman is the President and founding member of IV/CB 2020 Vision, a Nevada nonprofit corporation (Business Entity No. E0023612012-8). At the Board's February 29, 2012 meeting, and just like every other "taker" in our community, Mr. Brockman came to the IVGID Board asking for free use of the public's IVGID owned facilities (like the Chateau), and \$4,000 in cash to pay for IV/CB's incorporation/operating costs. And disturbingly, he was successful.

I and others I know find it disturbing to be acknowledging a local resident for being a "taker" of public assets with impunity whose costs are being involuntarily paid by local parcel/dwelling unit owners. Because Mr. Brockman's "words" matter, the foregoing helps to explain the real Mr. Brockman;

7. True Blue Facts: Gene Brockman is a proud, card carrying member and director of that right wing hate group known as True Blue Facts¹⁸ ("TBF"). Amongst other despicable acts, this group publicly accused: "Tim Callicrate (of lying) when he said that (Tim's) racist and bigoted (Facebook) posts were the result of hacks;"¹⁹ and, "Callicrate and Schmitz (of Claim(ing) TrueBlueFacts Tells Lies Instead of Facts."²⁰ Because Mr. Brockman's "words" matter, the foregoing helps to explain the real Mr. Brockman;

8. Get Out the Vote: Gene Brockman is also a proud, card carrying member and director of another right wing hate group known as Get Out the Vote²¹ ("GOV"). This group used similar despicable acts to torpedo the 2016 campaign of Judith Miller for IVGID Trustee. Because Mr. Brockman's "words" matter, the foregoing helps to explain the real Mr. Brockman;

9. Mr. Brockman Was Embarrassedly Forced to Resign From the Veteran's Club Board: because he got caught giving the Club's confidential e-mail membership list to TBF so it could be used for TBF's hate e-mails (can you believe?). Because Mr. Brockman's "words" matter, the foregoing helps to explain the real Mr. Brockman;

10. Mr. Brockman Conspired With Jim Clark's Hate Group GOV to Unseat Board Chairperson Jim Smith: on August 26, 2015 because he spoke out against GM Pinkerton. The humiliation resulted in Mr. Smith's resignation from the IVGID Board the next day. Because Mr. Brockman's "words" matter, the foregoing helps to explain the real Mr. Brockman; and,

¹⁸ Go to <http://truebluefacts.com/callicrate-and-schmitz-claim-truebluefacts-tells-lies-instead-of-facts/> where Mr. Brockman admits "its officers are publicly disclosed and" include Gene Brockman.

¹⁹ Go to <http://truebluefacts.com/tim-callicrate-lied-when-he-said-that-his-racist-and-bigoted-posts-were-the-result-of-hacks/>.

²⁰ Go to <http://truebluefacts.com/callicrate-and-schmitz-claim-truebluefacts-tells-lies-instead-of-facts/>.

²¹ See Entity No. C18796-1998.

11. Mr. Brockman Stabbed Crystal Bay Residents in the Back When He Changed His Vote to Deny Crystal Bay Parcel/Dwelling Unit Owners Beach Access; Mr. Brockman was part of a community group created to bring Incline Village/Crystal Bay together by giving Crystal Bay parcel/dwelling unit owners access to IVGID's beaches. Mr. Brockman was a member of this group, and agreed to the particulars of that agreement, subject only to Board approval (at a time when he was a member of the Board). When the proposed agreement went to the Board for approval, Mr. Brockman changed his vote and basically stuck a knife into the backs of his Crystal Bay constituents. Of course this betrayal spawned the filing of beach lawsuits by Frank Wright and Steve Kroll which have only divided our community even more. Because Mr. Brockman's "words" matter, and his word can't be trusted, the foregoing helps to explain the real Mr. Brockman.

Any One of the Above Facts is Sufficient to Disqualify Mr. Brockman For Receipt of the Proposed Commendation: But combined, there should be absolutely no question. *DENIED!*

My June 14, 2019 E-Mail Request: For all of these reasons, on June 19, 2019 I sent the Board an e-mail asking members remove this agenda item from this evening's meeting²². The fact this item has not been removed from this evening's meeting, helps to explain why this written statement has been presented.

Conclusion: When everyone is "special," no one is special. And this adage describes Mr. Brockman. Did you ever stop to think how long our Board Meetings would last if we concentrated on just those limited action items IVGID is legitimately authorized to pursue? The reason they last as long as they do is specifically because: IVGID is in denial as to what it really is and what limited powers it really possesses; and, it has an attorney who through his lack of competence has led the Board to believe its members can pretty much do anything they please if somehow founded upon the general health, safety and welfare of IVGID's inhabitants.

This apparent immaterial and inappropriate proclamation has added to the massive infrastructure we call IVGID. Thank you Mr. Guinasso.

And for those local property owners wondering why the RFF/BFF are as high as they are, hopefully I've again provided an example of some of the reasons why.

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

²² A copy of this e-mail is attached as Exhibit "G" to this written statement.

EXHIBIT "A"



Resolution Number 1874
A Resolution Honoring and Commending
Edwin Gene Brockman for His Contributions
To the Incline Village General Improvement District

LET IT BE RESOLVED by the Board of Trustees of the Incline Village General Improvement District as follows:

WHEREAS, during his residence in Incline Village, Gene Brockman served the Incline Village General Improvement District by being an active Trustee, which included Chair, and has participated on a variety of committees and

WHEREAS, Gene Brockman has always been an active participant at those Board meetings he has attended during his thirty one years of residency; and

WHEREAS, Gene Brockman has willingly given his friendship, sage advice and words of wisdom and is fondly well known around the Incline Village General Improvement District for his most famous statement "Words matter";

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Incline Village General Improvement District, that Edwin Gene Brockman is hereby thanked, commended, and honored for his many personal contributions to the Incline Village General Improvement District.

Dated this 19th day of June, 2019

Passed by the following vote:
AYES, and in favor thereof, Trustees:
NOES, Trustees:
ABSENT, Trustees:

Tim Callicrate, Secretary

MEMORANDUM

TO: Board of Trustees

FROM: Steve Pinkerton
General Manager

SUBJECT: Resolution 1874, A Resolution to Thank, Honor and Commend Edwin Gene Brockman

DATE: June 10, 2019

I. RECOMMENDATION

Approve the attached resolution thanking, honoring, and commending Edwin Gene Brockman for his contributions to Incline Village General Improvement District.

II. BACKGROUND

Gene Brockman has been an active resident of Incline Village for the past thirty one years. He has been a vibrant member of the community sharing and giving of himself to main different community entities. Fortunately, the District is one of those organizations that Mr. Brockman has given so very much. He has participated in the District via Trustee work and committee work (as cited in the attached resolution) and has been a friend and advisor to many members of the District staff. We could always count on Gene to give readily, words of advice. One of his most infamous sayings is "Words matter".

III. COMMENTS

While rare, the Board of Trustees has taken similar actions over the years to recognize various community members who have contributed to Incline Village General Improvement District.

EXHIBIT "B"



Conduct Meetings of the Board of Trustees Policy 3.1.0

District, as follows:". All ordinances shall be signed by the Chair of the Board of Trustees and attested by the Secretary.

- f. Contracts. Contracts entered into by the District that are subject to the formal bid requirements of the Nevada Revised Statutes must be approved by the Board of Trustees. All contracts, deeds, warrants, releases, receipts and documents approved or awarded by the Board shall be signed in the name of the District by the Chair and countersigned by the Secretary, unless authorization to sign is given to another person by the Board. In the absence of the Chair or Secretary, another member of the Board may sign. Contracts which are not subject to the formal bid requirements of the Nevada Revised Statutes, may be authorized, approved and executed by the General Manager of the District or designee, unless otherwise ordered by the Board of Trustees.
- g. Claims. The General Manager and General Counsel, and their designees, are authorized to negotiate on behalf of IVGID, the settlement of all property damage, personal injury, or liability claims, unless otherwise ordered by the Board of Trustees. Final settlement of such claims may be authorized by the General Manager, provided the amount attributed to IVGID is less than the amount that must be approved by the Board in f. above per occurrence, including all sources of payment (insurance, risk reserve, operating funds, or working capital). For claims that exceed the amount that must be approved by the Board in f. above per occurrence, the General Manager may authorize and accept a tentative settlement. Such tentative settlement shall not be final and binding upon IVGID, unless and until approved by the Board of Trustees.
- h. Resolutions Not In the Mainstream of the District's Normal Activity. From time to time it is advisable for the Board of Trustees to issue resolutions that are not in the mainstream of the District's normal activity. It is sometimes difficult for the General Manager or Chair to know when it is appropriate to do resolutions so the following guidelines shall be applied:



Conduct Meetings of the Board of Trustees Policy 3.1.0

- Resolutions will be brought to the full board as a General Business agenda item requested by any member of the Board of Trustees or General Manager.
- In order for the resolution to be placed on the agenda, it must be deemed pertinent to the normal area of interest or authority of IVGID or the communities it serves.



0.7. Robert's Rules. In all other regards, such meetings shall be substantially conducted in conformity with Robert's Rules of Order.

0.8. Agenda Preparation. The General Manager, in cooperation with the Board Chair, is responsible for preparing the agenda for each meeting. The General Manager shall schedule for consideration by the Board any matter requested to be placed on the agenda by a Trustee. If a person or party wishes to have a matter considered by the Board, a written request should be submitted to the General Manager, in advance of the meeting, allowing enough time for staff research. The amount of advance time required will be determined by the General Manager, based upon Board policy, administrative procedure, and the facts in each instance. Unless directed otherwise by the Board, the General Manager may delay consideration of an item, based upon the length of an agenda, need for coordination with other agenda items, meeting efficiency, or other considerations. In any conflict between the provisions of this paragraph and that of paragraph 0.9., paragraph 0.9. shall govern.

0.9. Reconsideration. Reversal, or substantial modification, of any item by the Board of Trustees within six months of the meeting date at which the action was taken, will only be considered by the Board under the procedures established in this paragraph. After six months, the provisions of paragraph 0.8 shall be controlling. The General Manager may request reconsideration of any action of the Board, and place reconsideration of the action before the Board, if the General Manager determines that the action compromises the efficiency of operations or otherwise impairs the effective management of IVGID. A Board action may also be scheduled for

EXHIBIT "C"

RESOLUTION NO. 1498

A RESOLUTION HONORING AND COMMENDING
JACK HARDY FOR HIS CONTRIBUTIONS
TO INCLINE VILLAGE AND CRYSTAL BAY

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

RESOLVED by the Board of Trustees of the Incline Village
General Improvement District as follows:

WHEREAS, in his position with the Hyatt Lake Tahoe, Jack
Hardy has been a major and progressive force in the development
of Incline Village; and

WHEREAS, as a citizen of Incline Village, Jack Hardy has
given generously of himself toward many community events, ser-
vices, and activities; and

WHEREAS, the communities of Incline Village and Crystal
Bay, their service organizations, and the Incline Village
General Improvement District are indebted to Jack Hardy for his
ten years of dedicated service to the Lake Tahoe region;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of
the Incline Village General Improvement District that Jack Hardy
is hereby thanked, commended, and honored for his many personal
and corporate contributions to the area, and the friendship,
leadership, and exemplary citizenship he has provided the people
of Incline Village and Crystal Bay.

* * * * *

I hereby certify that the foregoing is a full, true and
correct copy of a resolution duly passed and adopted at a regu-
larly held meeting of the Board of Trustees of the Incline
Village General Improvement District on the 25th day of July,
1985, by the following vote:

AYES, and in favor thereof, Trustees: Roberta Gang,
Jane Maxfield, Greg McKay, Pam Wight, Robert Wolf

NOES, Trustees: None

ABSENT, Trustees: None


Secretary

EXHIBIT "D"



Resolution Number 1773
A Resolution Honoring and Commending
Debbe Deverill for Her Contributions
To Incline Village and Crystal Bay

LET IT BE RESOLVED by the Board of Trustees of the Incline Village General Improvement District as follows:

WHEREAS, in 1999, Debbe Deverill proposed that the Incline Schools put on a production to benefit the schools and called it "Star Follies"; and

WHEREAS, this event, which takes local talent and puts them into a musical production where their musical and singing abilities are not required; and

WHEREAS, the Star Follies has grown to be a local event that is greatly respected and looked forward to each and every year; and

WHEREAS, the Star Follies event has raised in excess of \$700,000; and

WHEREAS, Debbe Deverill has given her time willingly, her energies tirelessly, to an event that benefits both Incline Village and Crystal Bay communities;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Incline Village General Improvement District, that Debbe Deverill is hereby thanked, commended, and honored for her many personal contributions to the community, and the friendship, leadership, and exemplary citizenship she has provided to the people of Incline Village and Crystal Bay.

Dated this 10th day of May, 2006

Passed by the following vote:

AYES, and in favor thereof, Trustees:

NOES, Trustees:

ABSENT, Trustees:

33 **Robert C. Wolf, Secretary**

MEMORANDUM

TO: Board of Trustees

FROM: William B. Horn
General Manager

SUBJECT: Resolution 1773, A Resolution to Thank, Honor and Commend
Debbe Deverill

DATE: May 3, 2006

I. RECOMMENDATION

Approve the attached Resolution 1773 thanking, honoring, and commending Debbe Deverill for her contributions to Incline Village and Crystal Bay schools.

II. BACKGROUND

Debbe Deverill created the 'Star Follies' has a way to bring Incline Village and Crystal Bay communities and our school children together in an joint effort to raise funds for the Incline Elementary School, Incline Middle School and Incline High School. The 'Star Follies' Board of Directors contacted me and asked if the Board would recognize Debbe Deverill for her contributions to Incline Village and Crystal Bay with a resolution of thanks.

III. COMMENTS

The Board of Trustees has taken similar actions over the years to recognize various community members who have contributed to Incline Village and Crystal Bay with their time and donations.

EXHIBIT "E"



**Resolution Number 1774
A Resolution Honoring and Commending
Harry Haaser for His Contributions
To Incline Village and Crystal Bay**

LET IT BE RESOLVED by the Board of Trustees of the Incline Village General Improvement District as follows:

WHEREAS, in the summer of 1973, Harry Haaser found himself driving across country (from Virginia) playing golf and ending up in Incline Village, Nevada;

WHEREAS, this event lead him to being an Assistant Golf Professional at the Championship Golf Course this same summer;

WHEREAS, in September 1973, he was hired to teach seventh grade English and History at the then Incline Elementary School; and

WHEREAS, in August of 1996 he was appointed Principal of Incline Elementary School to be followed on, July of 2004 when he was appointed Principal of Incline Middle School; and

WHEREAS, Harry Haaser has given his time willingly, his energies tirelessly, to the education of the students of both Incline Village and Crystal Bay communities;

NOW, THISEFORE, BE IT RESOLVED by the Board of Trustees of the Incline Village General Improvement District, that Harry Haaser is hereby thanked, commended, and honored for his many personal contributions to the community, and the friendship, leadership, and exemplary citizenship he has provided to the people of Incline Village and Crystal Bay.

Dated this 31st day of May, 2006

Passed by the following vote:
AYES, and in favor thereof, Trustees:
NOES, Trustees:
ABSENT, Trustees:

Robert C. Wolf, Secretary

MEMORANDUM

TO: Board of Trustees
FROM: William B. Horn
General Manager
SUBJECT: Resolution 1774 Honoring Retiring Educator Harry Haaser
DATE: May 22, 2006

I. RECOMMENDATION

Approve the attached Resolution 1774 honoring Harry Haaser for his contributions to Incline Village and Crystal Bay schools and the Washoe County School District.

II. BACKGROUND

Harry Haaser has been an educator in Incline Village and Crystal Bay for 34 plus years. He will be retiring at the end of the 2006 spring session. We have been requested by children, past graduates and parents to honor Harry Haaser with this Resolution. His retirement party will be held on June 9, 2006 at the Chateau.

The Board of Trustees has taken similar actions over the years to recognize various community members who have contributed to Incline Village and Crystal Bay with their time and donations.

EXHIBIT "F"



**Resolution Number 1775
A Resolution Honoring and Commending
Norman Rosenberg for His Contributions
To the Incline Village General Improvement District**

LET IT BE RESOLVED by the Board of Trustees of the Incline Village General Improvement District as follows:

WHEREAS, during his residence in Incline Village, Norman Rosenberg served the Incline Village General Improvement District by being an active participant on the Diamond Peak Ski Resort Advisory Committee, Championship Golf Course Renovation Committee, and the Chateau Design Committee and

WHEREAS, Norman Rosenberg has always been an active participate at those Board meetings he has attended during his twenty year residency; and

WHEREAS, Norman Rosenberg has willingly given his friendship, sage advice and words of wisdom to the Incline Village General Improvement District Board members and staff thus making their days a little more brighter;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Incline Village General Improvement District, that Norman Rosenberg is hereby thanked, commended, and honored for his many personal contributions to the Incline Village General Improvement District.

Dated this 31st day of January 2007

Passed by the following vote:

AYES, and in favor thereof, Trustees:

NOES, Trustees:

ABSENT, Trustees:

Robert C. Wolf, Secretary

MEMORANDUM

TO: Board of Trustees

FROM: William B. Horn
General Manager

SUBJECT: Resolution 1775, A Resolution to Thank, Honor and Commend Norman Rosenberg

DATE: January 24, 2007

I. RECOMMENDATION

Approve the attached Resolution 1775 thanking, honoring, and commending Norman Rosenberg for his contributions to Incline Village General Improvement District.

II. BACKGROUND

Norman Rosenberg has been an active resident of Incline Village for the past twenty years. He has been a vibrant member of the community sharing and giving of himself to many different community entities. Fortunately, the District is one of those organizations that Mr. Rosenberg has given so very much. He has participated in the District via committee work (as cited in the attached resolution) and been a friend and advisor to many members of the District staff. We could always count on Norman to give readily, to the ladies, hugs and kisses along with words of advice. To the gentlemen of the District, he proved wisdom, guidance, and a fatherly presence.

III. COMMENTS

The Board of Trustees has taken similar actions over the years to recognize various community members who have contributed to Incline Village General Improvement District.

EXHIBIT "G"

DO NOT ADOPT GM PINKERTON'S PROFFERED GENE BROCKMAN RESOLUTION BECAUSE YOU HAVE NO JURISDICTION

From: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
To: Wong Kendra Trustee
Cc: Callicrate Tim <tim_callicrate2@ivgid.org>, Horan Phil <horan_trustee@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Morris Peter <morris_trustee@ivgid.org>, Herron Susan <Susan_Herron@ivgid.org>
Subject: DO NOT ADOPT GM PINKERTON'S PROFFERED GENE BROCKMAN RESOLUTION BECAUSE YOU HAVE NO JURISDICTION
Date: Jun 14, 2019 4:15 PM

Chairperson Wong and Other Honorable Members of the IVGID Board:

Please do not adopt Resolution 1874 which is agenda item G(1) on Wednesday evening's Board meeting agenda.

Besides the fact it's the wrong thing to do and no other trustee in the last 12 years since Judy/I have been residents of Incline Village has ever been recognized as such (is Gene any more worthy than any other trustee?), there is no authority.

Although GM Pinkerton states the Board has taken similar action over the years, what he doesn't tell the Board what action that is (because like I said, none has been to recognized a former trustee), nor that such action has been taken pursuant to a Board Policy WHICH NO LONGER EXISTS. Not that I ever agreed that Policy permitted such resolutions, that Policy was No. 3.1.0.06(h) which stated as follows:

"From time to time it is advisable for the Board of Trustees to issue Resolutions that are not in the mainstream of the District's normal activity. (Because) it is sometimes difficult for the General Manager or the Chair to know when (and when not) it is appropriate to do resolutions...the following (scheduling) guidelines shall be applied... In order for the resolution to be placed on the agenda, it must be deemed pertinent to the normal area of interest or authority of IVGID or the communities it serves."

This policy was rescinded when this Board adopted modifications to Policy No. 3.1.0. Moreover, there's nothing pertinent about the Brockman resolution insofar as IVGID's normal area of authority.

For this reason alone, please remove this agenda item or vote no. You're creating a dangerous precedent because if every trustee who ever serves is so "special" and deserving of a resolution like this, then no trustee is "special." Or are future boards going to pick and choose which former trustees are worthy of such recognition? For instance, how about a similar resolution for Jim Smith? After all,

Didn't Jim serve as an active trustee, including chair?

Didn't he participate on a variety of committees?

Hasn't he always been an active participant in Board meetings?

Hasn't he been a resident for 20 or more years (I understand not 31, but does one qualify for a resolution based upon the number of years he/she has been a resident)?

Isn't Jim fondly well known around the District?

So why not commemorate Jim?

Or why not commemorate Tim? He's been a resident longer than Gene Brockman. Plus Tim will have served on the Board for longer than Gene? And Tim is fondly well known around the District. And unlike Gene, Tim has volunteered his musical talents for various nonprofits for years.

And unlike Gene, Tim hasn't been a proud card carrying member and director of that cabal known as True Blue Facts (TBF) which is used as a front for an handful of disgruntled local citizens to hide behind. Anyone associated with an extreme right wing organization such as TBF aka Get Out the Vote, which revels in besmirching the reputations of fine residents in our community like Sara Schmitz, Judy Miller and Tim, doesn't deserve a resolution of thanks.

Thank you for your hopeful cooperation, and I ask Ms. Herron to please include a copy of this e-mail in the next Board packet so members of the public understands what's really at play here.

IVGID 6-19-19 Board Of Trustees Meeting Public Comment
By Linda Newman – To Be Included With the Minutes of the Meeting

Tonight's agenda does nothing to serve the public's interest. You begin with a Community Services presentation of a recent Survey and provide a Community Services Master Plan that in no way reflects the actual wishes of our community. So you will waste our time telling us what we said, but you will do what you want to anyway. You will provide costs that have no basis in fact and prioritize expansion, like an ice rink, that many of us in this community are learning about for the first time. You present a conceptual drawing for a tennis center with a price tag that is almost 400% more than the Board approved a short time ago. To seal your deal, there is only one design offered for consideration.

Ordinance 7 is a teaser. You excerpt a portion of the Beach Deed covenant –but do not provide it in its entirety for serious study and review. You mention that it had included the use of our beaches by motel and hotel guests, but do not give us the current status. How many rec and beach fees do the hotel and motels pay currently? At one time they paid these fees per room. There is also mention of the guests of property owners use of our beaches. But there is no definition of "guests." Shouldn't all this information be brought forth so we can have a serious conversation about any proposed changes to Ordinance 7 and any proposed solutions to our beach overcrowding?

You schedule toward the very end of this meeting the most egregious affront to the rights of our citizens. After refusing to provide public records to a citizen in digital form for free as required by the statutes you demand he pay \$1.00 per copy. You string him out for months and withhold 12,700 emails your legal counsel claims is privileged. You refuse to provide a log of these emails to support this exception to disclosure. When the citizen stands up for his rights and brings suit in District Court, the General Manager without Board approval engages independent legal counsel and expends public money to fight the lawsuit and defend Chair Wong and Counsel Guinasso who are named along with IVGID as defendants. After spending close to \$50,000 and with a liability of \$23,000 to cover the costs for Mr. Smith's current legal expenses, Mr. Pinkerton is now asking the Board for \$25,000 more to trample Mr. Smith's rights to public records and to appeal all of the Judge's decisions in Mr. Smith's favor. Exactly what do you, Mr. Pinkerton, Counsel Guinasso and Chair Wong hope to win? Governing was not designed to be a zero sum game – for you to declare a win so our citizens can lose.

Bruce Simonian

I just happened to run into Mike Abel's proctologist. He said that Mike just had a coloscopy and the good news is, they found his head. Cliff Dobler said he likes being a disturbance. We had a 3.4 magnitude earthquake a couple of days ago, and I believe it was due to Cliff rearranging the facts and numbers to validate his warped sense of accounting.

Seriously, I would like to thank our general manager Steve Pinkerton for his hard work, diligence, and tenacity in the face of the relentless pursuit of impropriety by a few people that think that this type of perverse behavior is good for the community. The recent departures of Brad Johnson, Charlie Miller, Michael McCloskey, Misty Moga, Cathy Becker, and Carl Hill are a testament to people looking for peace and calm in a work environment and being appreciated and recognized for what they do. Steve has worked tirelessly for our community for five long years, not seeking recognition, but just doing his job the best he can with the great staff we have supporting him.

Moving forward, if we can call this moving forward, I suggest that the board vet the next GM, listing good and bad attributes they want and don't want to see. If possible, it would be awesome if we could find someone within the ranks to move up. I encourage anyone among staff to throw your hat in and strive to pull this wonderful place we call home together. I also encourage the board to look far and wide for the best possible candidates and reading their resumes carefully

Steve has worked exceptionally well with the members of IVGID to create a workable consensus with a commonsense approach to stay within our budgetary constraints.

IVGID June 19, 2019 Board of Trustees Meeting Public Comment

By: Margaret Martini – To be included with the Minutes of the Meeting

There are many notable individuals who have contributed to our community and warrant our respect and recognition. Gene Brockman is not one of them.

This is a man who made every effort to turn citizens against citizens and worked relentlessly to destroy every vestige of open and honest debate. As an officer of TrueBlueFacts, an unregistered Political Action Committee that polluted our mailboxes and emails with malicious rumors and innuendos ... true hate mail...he maligned the integrity of a seated Trustee running for reelection along with his running mate. He appeared in a campaign ad for his favored candidates Kendra Wong and Bruce Simonian and lied about his own track record as a Trustee in not raising our recreation fees. When in fact he had multiple times. This was one of the biggest and dirtiest political campaigns that he championed in our Village history. ABSOLUTELY DISPICABLE !

The fact that Mr. Pinkerton selected him for recognition is a reflection of his own poor character. Although Mr. Pinkerton has tendered his resignation to pursue a new opportunity, there is nothing on this agenda that allows this Board to determine the process of selecting a new general manager and define what will occur in the interim. Of all the matters before us tonight, this is the most important and both the GM and the Chair have failed to recognize it. After the exodus of our Director of Asset Management and our Chief Engineer, rather than making every effort to find replacements for these critical positions, he spent his time searching for a new job. Well, there are many of us who are glad he found one after the wake of debacles he leaves behind.

Tonight, you are being asked to waste more of our public money to support his independent engagement of an attorney to fight a citizen's right to obtain public records. After spending close to \$70,000 without Board approval to fight a lawsuit against IVGID, Chair Wong and Counsel Guinasso he wants you to spend another \$25,000. He also wants you to assume additional liabilities if Mr. Smith continues to prevail and is permitted by the Court to recoup his legal fees. Now, why would you... or any reasonable person... expend this amount of money to stop a citizen from getting public records? And why would you withhold 12,700 emails and claim attorney-client privilege? Unless, of course, you have a great deal to hide.

*Margaret Martini
Greene Village*

Mr. Guinasso, the attorney for IVGID, please meet Mr. Guinasso, the defacto IVGID public records officer.

Any and all attorneys who hold client documents must and is required not to provide those documents to anyone. This is the responsibility of an attorney to the client and is part of the Professional Code of Ethics. This is evoking the attorney client privilege.

The only way an attorney can release the documents is with the permission of the client

Now Guinasso, being the attorney for IVGID holds some 12,700 emails between Pinkerton and Herron and himself, which he deems are protected from scrutiny by Mark Smith by using the attorney client privilege doctrine.

In order for Mr. Guinasso, to insure that the emails remain attorney client privilege, Mr. Guinasso made a unilateral decision that, as to the Smith litigation, he appointed himself the DEFACTO public records officer of IVGID making him the client and at the same time be the attorney representing the client.

DEFACTO means "exercising power as if legally constituted". This would be like Fidel Castro making himself dictator of Cuba.

So therefore the Client which Mr. Guinasso deems himself to be, has told the attorney which is himself that the 12,700 emails should not be released to Smith.

Nowhere has the Board, Pinkerton, or Herron made a decision on what is confidential and privileged. The individual depositions given by Wong, Horan, Pinkerton and Herron in the Smith lawsuit indicates that they made no decisions on what is privileged and confidential.

The determination of privileged and confidential has been left to Mr. Guinasso, the attorney and Mr. Guinasso, the client. This is nothing more than a scam. Only the client which Guinasso is not, can determine what is privileged and confidential regarding releasing records to the public. Evoking attorney client privilege under the Professional Code of Conduct is a "back door" attempt to deny releasing public records.

In my opinion this lawsuit is far from over, unless someone, other than Guinasso, preferably the Board, determines which of these 12,700 emails should truly be privileged and confidential. After all, public records are owned by the public and Guinasso cannot act in the capacity of both client and attorney.

Mr. Beko's state in his memorandum:

For the most part, this ruling is a win for IVGID.

- 1) Because IVGID has a right to payments for documents despite the fact they are available in electronic form
- 2) IVGID need not produce the document in digital form
- 3) Pre litigation, IVGID was not required to prepare and serve a privilege log.

Are these really wins which will cost at least \$70,000? The ruling by the Judge in the summary judgment order states: "The Court determination in this matter is restricted to the unique facts and circumstances of this case". Continued litigation over denial of public records will continue.

and does not, and should not be construed to establish a precedent for blanket access to documents maintained by IVGID.

What was the purpose of IVGID defending this lawsuit other than to pursue charging \$299 dollars? What is being concealed in the 12,700 emails? Does anyone really believe that these e mails are privileged and confidential?

A waste of public funds.

Gene

199,069

2018

177,000

2014

100,000

2001

I have received considerable feedback from my e-mail distribution regarding a possible plan for our beaches. Based on what I have heard I have made some adjustments to my original plan. Hopefully these adjustments will satisfy most of the residents of Incline Village. We must protect our beaches and cut down on the 'anyone can use our beach' policy that is in place now. The beach attendance has risen 62% since 2001. The number of village parcels remained constant. Does this tell you there are too many non-residents using our 'private' beaches. It is time to stand up for our rights as homeowners. jbekowich@aol.com

Resident Passes

-All parcels treated equally with 5 picture passes (or combination with punch cards) per parcel. Owners of each parcel may designate who receives these picture passes, as in the case of multiple owners of a property, unmarried couples etc. However, picture passes may not be sold under any circumstances.

Guests:

-Guests may come only with punch cards. No 'guests' coming in on just a paying basis.

Punch Cards:

-Maximum of 4 additional punch cards per parcel, per year. The price of these punch cards will be determined by IVGID. (This gives each parcel approximately 55 additional beach guests per season @ \$12 per visit based on the present \$166 per punch card). If a parcel is being used as a rental, the 4 additional punch cards may be turned in to IVGID in exchange for tickets equivalent to the price of the punch card...ie 13 beach passes equals one punch card. etc).

White Forms:

New Name NOW -

- To be eliminated...remember, all parcels treated equally.

Boats:

-Boats may be brought in by others (ie boat storage facility), but must be accompanied by a picture pass holder. Punch cards must be used for guests.

Parking:

-Parking limited to picture pass holders until 1:00pm. This will give residents first rights on parking within the gates.

Special Events:

-Any resident having a special event (wedding, family reunion etc) may have special passes issued to them on a once a year basis. A fee will be charged for each guest as determined by IVGID.

Vendors:

-There will be no resident vendors allowed to sell or rent products or services on the beaches. All vendors must have a written contract issued by IGID.

Liquor:

-Liquor may be sold at the beaches under contract with a vendor. However, the selling of liquor must be kept within the food and service venue with no 'bar tenders/bar maids' on the beaches.

From 2014

Shirley Altick
1050 Apollo Court,
Incline Village

I just read the June edition of the IVGID Quarterly. This edition did not focus on the activities and venues that we, residents and guests, enjoy.

The June edition focused on the district's public works. . . . what goes on behind the scenes to provide and support IVGID's services We, residents, expect and take for granted these services. Yes, we pay for them, but what a bargain!! Even with my rec. fee of \$830.13 cents, a year, included, I know of Home Owners fees that cost more and deliver less.

There were also articles about the people who keep IVGID functioning and well-maintained. Bob Lockridge, for example, the public works superintendent who has, for 36 years worked largely behind the scenes.

Some of the more up-front employees are at our recreational venues.. greeting, helping, monitoring, maintaining, improving and, in general, making life pleasant for all of us.

And...I haven't been to **every** board meeting, frankly, I don't know how you dedicated, almost volunteer, board members, can participate in the many meetings **You** attend and continue to sustain your enthusiasm for service. . . **especially** when you have had to endure, . . .rude and sometimes personally critical behavior.

Recently, we residents have lost valued employees, Kathy Becker, Carl Hill, Brad Johnson, Charley Miller, Misty Morg. . . Steve Pinkerton will be gone by Sept. Mr, Pinkerton is the most experienced, professional city manager IVGID has ever had and his accomplishments and stewardship have been impressive.

I assume that all these capable people are leaving because of better job offers ...Our General Manager has written a graceful exit statement, neither complaining nor blaming, but I cannot help thinking that the atmosphere created by public, sometimes personal, criticism. . . . , even innuendo of illegal, or self serving actions on the part of some employees.... has contributed to their departure.

It's good for the district to have people who offer positive suggestions, constructive criticism. . . but to imply dishonesty, or dereliction of duties **with no proof, whatsoever**, is not the kind of involvement that's needed.

Shirley Altick
1050 Apollo Court,
Incline Village

So, I want to say **THANK YOU** to all you employees and volunteers who have done, and continue to so much to make life in Incline great.

Clifford Dobler Public comments at IVGID Board meeting of June 19, 2019

I sit here before hypocrites

Trustees who promise transparency and to spend money wisely actually do neither.

These same Trustees allow their outside counsel, Jason Guinasso, to provoke litigation by not honoring what Trustees promise citizens. An open and transparent improvement district.

The Smith litigation, on tonight's agenda, is nothing more than the desire of this Board to suppress issuing public documents to citizens.

Mark Smith asked for e mails in digital format which should have been provided free of charge as required by Policy Resolution 137 - Resolution Number 1801 which states.

"Records which have been specifically identified as being able to be provided by e-mail i.e. in digital form, will be provided to the Requester at NO CHARGE.

Certainly emails are in a digital form.

Instead, Jason Guinasso declared that Smith should pay \$299 for 304 emails which would deliver as copies even though the emails were available in digital form.

After almost nine months of delay in obtaining public records, Smith was fed up with Guinasso and filed a lawsuit in July, 2018 to compel Guinasso to provide 304 emails free of charge required by Board policy

and also asked for the privileged log which Guinasso claims 12,700 emails are attorney client privileged.

Pinkerton instead of discussing the lawsuit with the Board and asking for authorization to spend public money marched ahead and hired the Beko law firm to fight Smith. All over \$299. Pinkerton had no authority to do so.

Here we are almost 11 months into the lawsuit, with \$45,000 spent by Beko with a request for another \$25,000 to fight on and having a high probably to spend another \$23,000 to pay Smiths legal fees. Almost \$100,000 so Guinasso could inflict \$299 of pain on Smith.

The judge granted summary judgment in favor of Smith and against IVGID but required Smith to pay only \$149.50 ~~for copies of the 304~~ emails. Smith also received the privileged log. ^{THE MAXIMUM REQUIRED BY STATE LAW}

So over 18 months this Board of Hypocrites sat by and allowed this stupidity to occur.

In the perverse world of litigation Beko states that IVGID won because emails did not have to be provided for free and a privileged log did not have to be provided before litigation.

So how was the public served by this waste of public money?

Hypocrites please tell us. Was it to crush the public, run up legal bills and deny public records?

Do any of you hypocrites sitting before me, actually believe that 12,700 emails mostly between Susan Herron and Guinasso are attorney client privileged OR do you actually know that almost 30 emails per day was

Guinasso determining what public records Herron could release to the public.

Over the past 2 months, I made three public records requests. Instead of IVGID completing the request, I received letters that in order to fulfill the request, I must pay \$1,120 and the information would be delivered in digital form which by policy should be free. **Guinasso concurred with delivery of the letters.**

The hypocrites before me now have decided to make the cost of obtaining public records prohibited. You should all be ashamed of you actions.

Transparency is more than just a page on the IVGID website.*

The governor has signed a bill (SB287) that puts the force of law behind a concept that I spoke to the Board about just a few months ago. It's the notion that a government agency is supposed to help a citizen with a request for public records, not put up roadblocks. Although the law does not go into effect until October, I hope that the Board will direct IVGID's staff, in particular its General Manager, its attorney and public records officer to make an immediate and sincere effort to change the way they handle such requests.

After viewing the judge's order in the Smith lawsuit, I don't think anyone can deny that IVGID's handling of public records requests not only violated the spirit of the public records act, but also the letter of the existing law. Too many residents have had similar experiences when requesting records.

When people are denied access to certain records because they didn't ask the "right" question, they may try to word the request in a different way (that's what happened to Mr. Alexander when he wanted to know who was on the now infamous "list" of people seeking to buy those unbuildable lots). But when requests are denied repeatedly, eventually the only recourse is to file a lawsuit.

Now that the court has finally recognized IVGID's failure to provide records and respond properly to requests, the Board must take action to ensure that this disregard for the law and disrespect for our citizens will never happen again.

It has been almost 2 years since the Board learned that our retention schedule for public records is horribly outdated. Yet staff has still not come to the Board for approval of an updated schedule.

When so many citizens, and even Board members, have been unable to obtain records that are freely available in other public agencies, one has to wonder why. Hopefully the community will start to get the answers it deserves.

Judith Miller

*presented at the June 19, 2019 meeting of the IVGID Board of Trustees to be included in the minutes of the meeting.

This statement is appended to the June 19, 2019 minutes at the request, made during the July 17, 2019 meeting under agenda item I., by Trustee Callicrate, approved by Chairwoman Kendra Wong.

DATE	DAY OF THE WEEK	TIME	LOCATION	MEETING	ITEMS SLATED FOR CONSIDERATION
				2019	
07/24	Wednesday	TBD	TBD	Workshop/Community Forum	Beaches Workshop/Community Forum on Ordinance 7
08/14	Wednesday	6 p.m.	Chateau	Regular Board Meeting	Presentation by the U.S. Census Bureau regarding Census 2020 Construction Contract Award: Mountain Course Clubhouse Renovation Final Approval of CSMP Banking Resolution AspenWare (Consent) Accept Nevada Division of State Lands Amended Agreement for Incline Creek Restoration (Requesting Staff Member: Director of Public Works Joe Pomroy)
08/28	Wednesday	6 p.m.	Chateau	Regular Board Meeting	Construction Contract Award: WPS 2-1 Improvement Project
09/11	Wednesday	6 p.m.	Chateau	Regular Board Meeting	Tennis Center Design Services Contract Award (If needed) Financial Reporting – Board Work Plan – get Staff's idea (September/October) – see minutes from March 28, 2019
09/25	Wednesday	6 p.m.	Chateau	Regular Board Meeting	Construction Contract Award: SPS-1 Improvements Project
10/09	Wednesday	6 p.m.	Chateau	Regular Board Meeting	<i>Trustee Dent is unable to attend this meeting</i>
10/30	Wednesday	6 p.m.	Chateau	Regular Board Meeting	Construction Contract Award: WRRF Aeration Improvements Project
11/13	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
12/11	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
				2020	
01/08	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
01/29	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
02/12	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
02/26	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
03/11	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
03/25	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
04/08	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
04/29	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
05/13	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
05/27	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
06/10	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
06/24	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
07/08	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
07/29	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
08/12	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
08/26	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
09/09	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
09/30	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
10/14	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
10/28	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
11/11	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
11/25	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
12/09	Wednesday	6 p.m.	Chateau	Regular Board Meeting	

DATE	DAY OF THE WEEK	TIME	LOCATION	MEETING	ITEMS SLATED FOR CONSIDERATION
12/30	Wednesday	6 p.m.	Chateau	Regular Board Meeting	

<i>Items sitting in the parking lot (to be discussed but (a) not yet scheduled for a specific Regular Board Meeting) or (b) a future Board not on this calendar</i>
RFID Picture Passes – Item for next Strategic Plan or three years from now – software not available nor is infrastructure/hardware
TRPA EIS Contract at Diamond Peak
WCSD Joint Agreement