

MINUTES

REGULAR MEETING OF AUGUST 31, 2022 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 Board Chairman Tim Callicrate on Wednesday, August 31, 2022 at 6:00 p.m. at the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF TRUSTEES*

On roll call, present were Trustees Tim Callicrate, Matthew Dent, Sara Schmitz, and Michaela Tonking. Trustee Kendra Wong joined the meeting at 6:55 p.m.

Members of Staff present were Director of Finance Paul Navazio, Diamond Peak Ski Resort General Manager Mike Bandelin, Engineering Manager Kate Nelson, and Director of Human Resources Erin Feore. Members of the public physically present were Gail Krolick, Cliff Dobler, Ray Tulloch, Mike Menath, Denise Davis, Judith Miller, Aaron Katz, Dave Noble, Joe Schulz, and others.

C. INITIAL PUBLIC COMMENTS*

Aaron Katz provided written statements to be attached to the meeting minutes. He commented that when he learned about the Recreation Center French Drain Project, that was it for him. He stated that it does not matter if anything else happened up to date and that when the Recreation Center was constructed, apparently, a French Drain was not installed which is a necessity when excavating out a portion of the ground and creating a downstairs, and now we are suffering the consequences. Mr. Katz mentioned he read a statement from Cliff Dobler whom reminded him that we are in the middle of a \$750,000+ remodeling project of the downstairs of the Recreation Center, and the problem is that the French Drain has not been fixed. He commented that there is no socially redeeming value to anything that the Board does. As an example, Todd Lowe, comes up with a plan where we become a City but let's everything that is dysfunctional about IVGID remain, a dumb plan. He commented that the District General Manager is excited about this because it means there is no jeopardy to his job and that the District General Manager gave Mr. Lowe a forum to spread his views on the subject while denying the truth telling opposition equal access because that is what being a community is all about. He commented that is not what his community is about and that IVGID has no power over anything with becoming a City or not becoming a City. He mentioned that he asked the Board to remove the item from the agenda but that they refused and that the facts are what they are. Mr. Katz then brought up the Code of Conduct and commented about three misguided Trustees eliminating their opposition because the opposition refuses to fall in line. He asked where in the NRS it provides that an elected Trustee could be removed by the vote of a couple of other Trustees. He commented that he hopes the Board passes it, hopes they try to get rid of a Trustee and he hopes they are sued because

everything in the document is wrong. He commented that for those that do not get it yet and make excuses, he says, wake up and smell the coffee.

Cliff Dobler read from a prepared statement which is attached hereto.

Gail Krolick read from a prepared statement which is attached hereto.

Yolanda Knaak, IVGID candidate 2022, commented that the Ordinance 7 decision made by the IVGID Board of Trustees has pretty much resolved the overcrowding of the beaches and therefore, she believes it is unnecessary to spend any more money on attorney's fees for the project.

Jack Dalton mentioned he was very disappointed in the Code of Conduct for the Board of Trustees as it leaves it open to parity of three people, and without any chance of appeal or organization. He stated that no governmental association allows for that. He commented that he'd like to understand, if a Board of Trustee member wants to appear before the workforce at IVGID, they have to ask for permission; if they are disrupted by what criteria would be a legal issue, that is one thing, but to have an organization that would prevent the elected Trustees to limit their access to employees is intolerable.

Ray Tulloch read from a written statement that which is attached hereto.

D. APPROVAL OF AGENDA (for possible action)

Board Chairman Callicrate asked for any changes to the agenda; District General Manager Winquest mentioned that Reports Item E.1 is removed in its entirety from the agenda. Trustee Schmitz said she would like to move the Consent Calendar Item G.3 off to General Business Item H.0 for purposes of having some clarification on the subject. District General Manager Winquest noted he was going to make that request as well. Board Chairman Callicrate asked if clarification was obtained before it is removed from the Consent Calendar, would they still like to move the item off? District General Counsel Nelson answered that it can be handled either way; it can be moved now or they can have a clarification with the opportunity to still have it pulled. Board Chairman Callicrate indicated the agenda is approved as revised.

INITIAL PUBLIC COMMENTS (continued)

Board Chairman Callicrate was made aware that there was a Livestream technical challenge at the very beginning of the meeting and as such, allowed the following:

Ellie Dobler re-read the public comments made by Cliff Dobler earlier in the meeting because the Livestream did not pick it up. The written statement is attached hereto.

Mr. Katz declined to repeat his public comment.

E. REPORTS TO THE BOARD*

E.1. Presentation by Mr. Todd Lowe regarding the proposal for a City of Incline Village (removed from the agenda in its entirety)

E.2. District General Manager's Report

District General Manager Winquest reviewed the submitted report; he briefly touched on the dog park project; a District General Manager's Committee has been established and the names of the committee members were read aloud. It was noted that Trustee Schmitz is the Trustee liaison serving on the committee. The committee has met three times so far and conducted a site tour of the site adjacent to the visitor's center, which was identified as a potential site. The committee will continue with the process, which includes looking at one of the other potential sites at its next meeting. The Committee is attempting to meet every two weeks, depending on schedules, with the goal of having recommendations for the Board of Trustees prior to the next year's budget process. Additionally, it was noted that there is information provided by Director of Golf/Community Services Howard about Golf for the Board's review. Trustee Schmitz asked the District General Manager if he could update the Board of Trustees on the status of the insurance reimbursement where the car accident took out some equipment and also asked if the Risk and Resilience Assessment and Emergency Response Plan also includes the Lakeshore Pond that has been discussed? District General Manager Winquest responded that he would obtain the answers to these questions.

E.3. Treasurer's Report– Requesting Trustee: Treasurer Michaela Tonking

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

Treasurer Tonking went over the submitted materials. She mentioned that things are close to being completed with Tyler (new accounting software) and Staff has had training on the Tyler technology. It was noted that in the future, there are additional features of Tyler that can be added.

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

District General Manager Winquest reviewed the submitted materials. It was noted that the next scheduled Board meeting is on September 28th. One item that has been added for discussion/possible action is concerning former employees and Trustees to no longer have the ability to use their gold and silver cards for access to the beaches. He mentioned

that depending on the size of the agenda, he would still like to bring back the item of expectations on Board packet materials. He noted that there are two meetings scheduled in October and that Trustee Wong would not be attending the October 26, 2022 meeting. He mentioned that he has been asked about the status a Community Services bond. He reminded those present that the priority projects have been identified and that additional clarification from the Board of Trustees is needed about how to proceed. District General Manager Winquest mentioned that he would prefer to work on this at a workshop versus adding an additional item to a Board meeting agenda. He added that the pace of the projects need to be identified, as well as financing. He will continue to have discussions regarding this topic and will send an email update out to the Board of Trustees. Trustee Dent asked to have an item added to the next meeting agenda regarding the reconciliation of last year's ACFR and the report from the Audit Committee to be presented by Director of Finance Navazio. District General Manager Winquest mentioned that Director of Finance Navazio would not be in attendance at the next Board meeting; he will speak with Staff about who will present the information in his absence. Trustee Schmitz asked that the topic of the Board of Trustees Handbook be added to an upcoming agenda as a discussion item as she would really like the input from the current Trustees before two of the Trustees depart. She mentioned that if Chairman Callicrate could write down some things that should be incorporated into the handbook to clarify the role of the Chair, it would be very helpful. Trustee Schmitz volunteered to take the lead on this task and will pull everything together. District General Manager Winquest noted that this is currently slated to be on the October 12, 2022 meeting agenda. Chairman Callicrate mentioned that at some point, in either October or November, there would be something added to the agenda regarding the non-resident employees and access to the beaches. Trustee Schmitz requested that the Whistleblower Policy be brought back because she would like the input from the transitioning Trustees.

G. CONSENT CALENDAR (for possible action)

- G.1. SUBJECT: Practice 6.2 – Pricing for Products and Services – Approve the cross reference update (Requesting Staff Member: District General Counsel Josh Nelson)**
- G.2. SUBJECT: Approve the Interlocal agreement between IVGID and Washoe County on the East/West Interpretative Parks (Requesting Staff Member: District General Manager Indra Winquest)**
- G.3. SUBJECT: Approve additional funds for special legal counsel work related to the review of Ordinance 7 revisions and other issues related to the District's beach deed in the additional amount of \$20,000 (Requesting Staff Member: District General Manager Indra Winquest and Board Chairman Tim Callicrate) (moved to General Business Item H.0. after a brief discussion)**
- G.4. SUBJECT: Award a procurement contract for installation of RFID – Software and Gantries – 2022/2023 Capital Improvement Project;**

Fund: Community Services; Division: Ski; Project#3499CE2201; Vendor: Axxess; in the amount of \$351,528.10 (Requesting Staff Members: Director of Information Technology Mike Gove and General Manager Diamond Peak Ski Resort Mike Bandelin) (moved to General Business Item H.0.1.)

District General Manager Winquest addressed item G.3., the question is about budgetary authority, the \$20,000 of work was done in 2021/2022 and there are funds available in professional services that have been budgeted. He mentioned that there is a fair amount of money budgeted for legal services annually and the funds are there in case of an emergency and/or if special legal counsel is needed. He noted that this action would not require budget augmentation. As there were questions as to how this related to Policy 3.1.0, he wanted to ensure this was clarified. Trustee Schmitz mentioned that when they do the budget augmentation, these were services provided in the last fiscal year and the payment is in arrears, she did not notice that a carry forward for the \$20,000 was completed; ;thus will this actually be paid out of this fiscal year? District General Manager Winquest said it would be coming out of the funds from 2021/2022 that have been accrued and that the year has not yet been closed. Trustee Schmitz asked if that needs to be carried forward into this fiscal year as the check cut in this fiscal year? District General Counsel Nelson commented that this topic it is turning into a discussion and recommended it be pulled. Chairman Callicrate stopped the conversation and moved this Consent Calendar Item to General Business Item H.0.

District General Counsel Nelson mentioned he has a clarification on Consent Calendar Item G.4.; comments were received prior to the meeting about some inconsistencies with some of the warranty language and cross references in the agreement. Additionally, comments from the vendor have been received whereas they will be requesting some modifications to the boilerplate and legal terms and conditions. District General Counsel Nelson requested that if the Board of Trustees approves this item, they do so with the caveat that he and District General Manager Winquest be allowed to conduct final negotiations related to the legal terms and conditions. He noted that the not-to-exceed price and/or deliverables would not be changed. Trustee Schmitz requested that the agenda item be pulled from the agenda until the contract is complete and can be reviewed. Trustee Tonking requested that the item be moved to H.0.1 and discussed further.

Trustee Tonking made a motion to approve the Consent Calendar as revised; Trustee Dent seconded the motion. Board Chairman Callicrate called the question and the motion passed unanimously.

H. GENERAL BUSINESS (for possible action)

H.0. SUBJECT: Approve additional funds for special legal counsel work related to the review of Ordinance 7 revisions and other issues related to the District's beach deed in the additional amount of \$20,000

(Requesting Staff Member: District General Manager Indra Winquest and Board Chairman Tim Callicrate) (was Consent Calendar Item G.3.)

Director of Finance Navazio noted that because the services were provided last fiscal year, the expense has actually been accrued for and they have just withheld payment-pending approval from the Board on contract authority.

Trustee Tonking made a motion to approve the additional funds for special legal counsel work related to the review of Ordinance 7 revisions and other issues related to the District's beach deed in the amount of \$20,000. Trustee Schmitz seconded the motion. Board Chairman Callicrate called the question and the motion was passed unanimously.

H.0.1. SUBJECT: Award a procurement contract for installation of RFID – Software and Gantries – 2022/2023 Capital Improvement Project; Fund: Community Services; Division: Ski; Project#3499CE2201; Vendor: Axess; in the amount of \$351,528.10 (Requesting Staff Members: Director of Information Technology Mike Gove and General Manager Diamond Peak Ski Resort Mike Bandelin) (was Consent Calendar G.4.)

Diamond Peak Ski Resort General Manager Bandelin reviewed the submitted materials and asked if there are any questions. Trustee Tonking asked District General Counsel Nelson what exactly he is trying to help change. District General Counsel Nelson responded that the vendor has indicated they will be seeking changes to some of the legal boilerplate which is included in the contract. The initial items they have identified are items such as changes to the indemnification, venue and boilerplate terms and conditions, which would need to be finalized before moving forward. District General Counsel Nelson confirmed that it would not change the not-to-exceed amount, scope of their work or the deliverables. Trustee Tonking asked a few questions and mentioned that she is good with moving this forward based on the information received and in an effort to keep the project moving forward. She did mention that if the deliverables or price would be changing, it does need to be brought back to the Board. Trustee Schmitz commented that the issues with the contract is that there are discrepancies on the contract language regarding warranty. She mentioned that there is nothing in the contract about progressive payment timing and there are other items that are not clear and need to be cleaned up. Trustee Schmitz further mentioned that by bringing this item back, she does not believe it will slow anything down. Trustee Tonking responded that she is fine with this but noted that this will slow the project down and it may not be completed until next ski season. Trustee Schmitz asked about the timing for the vendor to get back with their changes. Diamond Peak Ski Resort General Manager Bandelin responded that correspondence was received that District General Counsel will be reviewing and nothing stands out that would deem any risk to the District. He did note that there are many items in the Request for Proposal that do address the questions and as such, he believes it would be a

short time period to have the details finalized. He does not believe there is anything that would require any further negotiations. Trustee Dent mentioned there is a holiday coming up and asked how important is it that the check be cut in 2-3 weeks' versus 4 weeks'; he mentioned he does not see how this would cause a delay. Diamond Peak Ski Resort General Manager Bandelin responded that if we could move this forward at this meeting, it would allow the District to move forward with the purchase order and once this is received and the agreement is signed, they would be able to move forward with the project. If this were put on hold until the last week of September, it would certainly delay the project. He apologized and indicated that in the future, the Board of Trustees will see fully executed agreements rather than documents in draft form. Trustee Schmitz asked to have a special meeting to address this particular item once it has been cleaned up and finalized. Trustee Tonking asked what the costs are involved to hold a special meeting. District General Manager Winqest mentioned that there would be some cost associated with a special meeting. He also mentioned this item was placed on the agenda with the hope that Axess would be willing to sign the agreement, knowing that there is a chance that they will want to negotiate terms and conditions, which ended up being the case. He did note that if this project is delayed for another month, there is no guarantee that it would be completed by the end of this ski season. Trustee Tonking mentioned again that she is okay with waiting but wants to be open with the fact that there will be a delay. Trustee Schmitz clarified that it is not just the vendor negotiations but there are also items within the template that fall on the District and she has already gone on the record to say she will not approve contracts that are not clean and correct. She mentioned that she is supportive of this project but the Board of Trustees needs to be able to review and thoroughly understand the contracts before moving forward. Chairman Callicrate expressed concern about the timing and the need to have a special meeting. He asked for the Trustees input and the consensus was to have a special meeting for this purpose. District General Manager Winqest said he will be in touch with the Board of Trustees with respect to scheduling the special meeting.

H.1. SUBJECT: Review, discuss and possibly authorize Staff to modify the scope of the Mountain Golf Course Cart Path Rehabilitation - Phase 2 Project and design the Mountain Golf Course Cart Recirculation Phase 3 – Project #3241LI1903 - Fund: Community Services; Division: Mountain Golf (Requesting Staff Member: Engineering Manager Kate Nelson)

Engineering Manager Kate Nelson reviewed the meeting material and noted that phase one of this project was completed last year. She brought a pavement specialist on a ride along the rest of the golf cart path to obtain his opinion based on current prices. She noted there is some cracking in the asphalt and there has been a lot of damaged caused by tree roots so they are working with the TRPA forester to see which trees can be removed. For the trees that cannot be removed, they will be cutting the roots to impact future growth. She also indicated they would like to crack fill and slurry seal throughout. As it had been some time since the

initial drive, they conducted another more recent drive and there have been some additional areas that have deteriorated. Trustee Schmitz commended Staff for their time and effort in analyzing this situation and coming back to the Board with a reduction in scope and cost while still delivering a quality project for the customers at the Mountain Golf Course. She mentioned that there are some items in the memorandum that discusses safety concerns and she confirmed that safety issues would be addressed in timely and prompt fashion. Trustee Schmitz mentioned she appreciates the update on the project summary and pointed out one minor oversight on page 132; there is no carry forward augmentation, it is just the budgeted amount, and the \$58,000 is not part of the project. Trustee Dent mentioned it is nice that the project summary on page 132 is redlined. Trustee Tonking asked, if the scope is reduced, would there be work that still needs to be done in three years' time? Engineering Manager Kate Nelson indicated it will be on a rotating schedule but it would be to take care of ongoing maintenance.

Trustee Schmitz moved to authorize Staff to modify the scope of the Mountain Golf Course Cart Path Rehabilitation Phase 2 and design the Mountain Golf Course Cart Recirculation Phase 3. Trustee Dent seconded the motion. Board Chairman Callicrate called the question and the motion was passed unanimously.

Trustee Wong joined the meeting at 6:55 p.m.

H.2. SUBJECT: Review, discuss and possibly approve a Code of Conduct for elected and appointed officials (Requesting Trustee: Chairman Tim Callicrate)

Trustee Dent asked if the document has ever been reviewed? District General Counsel Nelson responded that this was the first time the Board of Trustees has seen this version and that there was a question, regarding page 137, and Trustee Member removal. The draft language does not allow Trustees to remove other Trustees and that the removal refers to Committee Members, which could include the Audit Committee. He confirmed that the Board of Trustees does not have the authority to remove other Trustee Members. Trustee Schmitz mentioned that she was copied on an email from Ms. Becker with some suggestions; one of them being perhaps they separate out what is pertaining to Trustees and what is pertaining to Committee Members because the language is confusing. There is also some cleanup of language that needs to be done. She has been doing some research and has found some websites with some great things in them, which she shared with District General Counsel Nelson. She asked for District General Counsel Nelson's thoughts on some of the websites and suggestions and how to take the information and move forward. District General Counsel Nelson mentioned that he did think the suggested changes were good and Ms. Becker had some good changes as well. He stated that in an effort to move it forward, they can get input on the Code of Conduct at this meeting and if substantial, bring it back, and if not, adopt it. Trustee Dent commented that he thinks the best next

step is to have the suggestions incorporated and brought back to the Board of Trustees for review as a draft. Trustee Tonking agreed and asked if some of the suggestions could be incorporated into the Trustee Handbook. Trustee Schmitz asked if anything was ever received from Dr. Mathis relative to suggestions for Board norms? Chairman Callicrate responded that information is still being received. He then asked District General Counsel how soon they would be able to work with the suggestions from Ms. Becker and feedback from this meeting to complete a draft document and provide it back to the Board of Trustees? District General Counsel Nelson responded that, based on his understanding of the suggested changes, he will be able to get the draft back to the Board of Trustees by the September meeting. Trustee Schmitz brought forth some suggested changes on pages 134, 135, 136 concerning striking out some unnecessary and/or confusing sentences/words. Trustee Dent mentioned that perhaps Trustee Schmitz would like to volunteer to assist with this process. Trustee Schmitz suggested that the District's Director of Human Resources collaborate with District General Counsel Nelson. Trustee Wong requested a red lined version of the document during the next draft review. Chairman Callicrate confirmed this item will be brought back to the Board of Trustees at the September 28, 2022 meeting with a redline version.

H.3. SUBJECT: Review, discuss and provide direction related to submittal of Letter of Intent with the Nevada Department of Environmental Protection (NDEP) related to a Clean Water Revolving Fund (SRF) loan application, to include intent to issue a Revenue Bond secured by net revenues of the District's Utility Fund in support of the Effluent Pipeline Project (Director of Finance Paul Navazio)

Director of Finance Navazio provided an overview of the submitted materials. He noted this is largely an informational item to update the Board of Trustees on Staff's ongoing work to complete an application to the NDEP for a SRF loan to support the Effluent Pipeline project. He also noted Financial Advisor Ken Dieker is present on this portion of the meeting via Zoom. Director of Finance Navazio reviewed the recommendation which is asking the Board to concur by directing the District to complete the application. He noted that the District, through the SRF process, is looking to reserve approximately \$40,000,000 dollars in loan funds, in which they will only be drawing on the funds as needed. Director of Finance Navazio also asked that the Board of Trustees concur with the District moving forward with securing the loan through a revenue bond, which means that it is secured strictly through a pledge of utility fund revenue which is appropriate for the Effluent Pipeline project. Trustee Dent asked if the bond is secured and how would it affect the ability to secure and receive grant money? Director of Finance Navazio responded that he does not believe this will be an issue as it is common for there to be multiple funding sources for projects. He believes that the District's ability to leverage the grant dollars would be one approach and it helps getting the agency more comfortable. He stated that given the competitive nature of grants, he does not anticipate that being an issue. Trustee Dent asked about the timeline and

invoicing associated with the project and if we think we can get the project completed within the next three summers? Director of Finance Navazio responded that the District is trying to get through the loan application process and get the go ahead from the SRF; there may be some flexibility in terms of the date of the loan closing. He mentioned wanting to have access to the loan prior to awarding the contract and noted that he is likely to be in front of the Board of Trustees with an item to authorize the District to secure the pipeline materials via a purchase contract. He elaborated a bit further on the explanation and Trustee Dent appreciated the additional information. Director of Finance Navazio noted that while nothing is being committed to tonight, it is likely a loan will be requested for more than what is thought to be needed because the contract will be awarded in 3-4 year phases. Trustee Tonking asked Trustee Dent if he thinks materials costs will continue to increase year over year? Trustee Dent responded yes, and he has seen materials increase as often as every two weeks. Director of Finance Navazio commented that because the SRF is Federal funding, loan requirements need to be met on the materials and there may be some cost implications. Trustee Schmitz asked if the cost related to obtaining the loan is tied to the dollar value to the request of fund. Mr. Dieker mentioned he does not know what the cost of issuance will be but they will get a budget together that will be fully disclosed with the loan documents. Trustee Schmitz mentioned that if all of the funds are not needed, and it is costing more to go after them, the costs are being increased based on funds that are potentially more than what is needed. Mr. Dieker mentioned that there are no variable rates, but rather fixed costs that are negotiated in advance. Trustee Schmitz referenced language that refers to this taking four seasons and noted the loans have to be fully expended within three years. Director of Finance Navazio explained that they have been provided with just a sample timeline of the proposed schedule. He noted that any funds secured with a SRF loan, the funds are available for three years; the District will obtain clarification on whether that means completed work or a commitment of work. He explained further that it will be a function of cash flow; this will be part of the loan documents. Chairman Callicrate confirmed tonight is for concurrence to move forward on the letter of intent.

Trustee Tonking mad a motion to approve the submittal of Letter of Intent with the Nevada Department of Environmental Protection (NDEP) related to a Clean Water Revolving Fund (SRF) loan application, to include intent to issue a Revenue Bond secured by net revenues of the District's Utility Fund, in support of the Effluent Pipeline Project. Trustee Dent seconded the motion. Board Chairman Callicrate asked for further comments, receiving none, he called the question and the motion was passed unanimously.

At 7:25 p.m., Board Chairman Callicrate called for a break; the Board reconvened at 7:35 p.m.

Trustee Dent physically left the meeting at 7:25 p.m. and rejoined the meeting remotely at 7:38 p.m.

H.4. SUBJECT: Review, discuss and possibly approve the recommended Fiscal Year 2021/2022 Carry-Forward Appropriations (amending the Fiscal Year 2022/2023 Budget) and a review of the unaudited 4th Quarter CIP Status Report (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio provided an overview of the submitted materials. He mentioned that in prior years, carry over estimates were included with the budget adoption process and then they come back to clean it up because the estimated carry over amount may differ a little. Additionally, beginning last year, the carry over portion was deferred to after the close of the fiscal year for accuracy purposes. He also mentioned that this was slated for the Trustee's review in September, but because of the transition to the new financial system and tightening internal controls, it was placed on this meeting agenda. In total, the recommended carry over amount is \$9,652,731. If approved, this will authorize the District to amend the budget. He noted that there is \$3,500,000 that is committed to projects and contracts that have not already been finalized/completed yet. Trustee Schmitz asked if the Tyler system should be added as this is something that is still in progress with respect to the implementation? Director of Finance Navazio explained that the Tyler system is funded under the 2021/2022 fiscal year and there is still some unspent money. He further explained that the project is moving from the implementation phase to the ongoing annual maintenance portion of the contract and there may be costs with the payroll implementation. It is not included in the carry over recommendation, and if it were to be, it would be handled separately as it is under the General Fund. Trustee Schmitz asked if this is something that should be allocated to the budget since some components have not yet been completed? Director of Finance Navazio explained as it relates to both the capital projects and capital fixed assets, they are available and up and running and they are simply standing up modules and loading data.

Trustee Schmitz mentioned that Trustees Tonking, Dent and Schmitz previously requested to see a separate project for the Recreation Center tenant improvements and she believes \$110,000 needs to be allocated to that project. Director of Finance Navazio responded that the project has been established and the actual Year End and the final CIP status report will be brought to the Board of Trustees at the end of September. Trustee Schmitz asked if the Board of Trustees needs to augment for the tenant improvement project? Director of Finance Navazio responded that there is not a need to augment the budget and it would be in the form of a re-allocation which will be presented to the Board of Trustees. Trustee Tonking referenced the different mowers listed under the Championship Golf Course and asked how everyone felt about having these listed as one item instead of six different capital projects? Director of Finance Navazio mentioned that from a Staff perspective, they would like to work on moving in that direction as they work on the 2023/2024 budget by consolidating the Fleet replacement with a single line item within each fund and that the list of all of the vehicles would still be provided. Trustee Schmitz mentioned that she likes seeing the line item rolling stock and

what is going to be purchased. Trustee Dent mentioned he does like the idea of separating them out and would be in favor of having it as a rolling stock in the future. Director of Finance Navazio noted that when the first quarter CIP status report is presented, he would like to add a column for the encumbrance so that it shows the budget, dollar amount spent, what dollars have been committed by contract and what is available, which will be the net amount. Trustee Schmitz raised a question because of an issue brought up in public comment. She noted that there are funds that are budgeted and carrying funds over so the funds are available when a contract needs to be signed; Mr. Dobler made a recommendation about breaking things apart and doing a budget augmentation as needed. Director of Finance Navazio mentioned that Staff are always interested in refining the budget; the budget is more about spending authority and not cash flow. He explained that if there is design and construction budgeted in the same fiscal year but not awarding construction in that same year, it should be broken out. He also noted that with the District's transition for Community Services beach fund, back to an enterprise fund, it is easier to amend the budget during the year; funding is still needed in place to be consistent at the time that contracts are awarded.

Trustee Tonking made a motion to approve augmentation of the Fiscal Year 2022/2023 approved budget to reflect carry-forward of available appropriations from the Fiscal Year 2021/2022 budget in support of ongoing capital improvement and other projects with funding provided in the prior fiscal year in the amount of \$9,652,731, as reflected in Attachments A and B. Trustee Wong seconded the motion. Board Chairman Callicrate asked for further comments, receiving none, he called the question and the motion was passed unanimously.

H.5. SUBJECT: Review, discuss, and possibly approve the District General Manager Goals for Fiscal Year 2022-2023 and set a date for the District General Manager's Performance Evaluation (Requesting Staff Member: Director of Human Resources Erin Feore)

District Manager General Winquest mentioned that he has received some questions concerning what he has recommended. He gave Dr. Mathis a list of concepts for performance goals and they were just general ideas to consider. Director of Human Resources Feore gave an overview of the submitted materials. Board Chairman Callicrate said he likes the top five goals that have been presented and feels that any more than that will be too cumbersome. He mentioned that he does not have a problem if his fellow Trustee members have other goals listed as their top five; the goal is to set the District General Manager up for success. He reiterated that he is comfortable with the first five goals and mentioned that if tweaking the goals is necessary, he has no issues with coming to a workable consensus amongst Trustee members. Director of Human Resources Feore mentioned that because there is a lag between his evaluation and the goal setting, between 5-7 goals seems to be reasonable and achievable. Trustee Schmitz mentioned that she is not hung up on a number of goals as the

District General Manager has Staff and a lot of the goals end up being delegated to Staff members. She stated to her it is more important to have a set of complete and comprehensive goals that encompass all of the various tasks and activities that is expected to be accomplished. Further, having clear items makes it that much easier for the Trustees to be consistent on how they evaluate the District General Manager at the end of the year. Director of Human Resources Feore stated that if the Board of Trustees can provide her with just a general idea of what they would like to see, she could tweak the document and send it back out to the Board of Trustees for review. She stated she wants the Trustees to be comfortable and that when the evaluation period is reached, everyone has the same list of items to evaluate the District General Manager's performance on. Trustee Tonking thanked Director of Human Resources Feore and mentioned she appreciates everyone's feedback. She reviewed the list provided by Trustee Schmitz and compared it to the original materials provided and came up with 13 items. There was some discussion between Trustee Tonking and Trustee Schmitz on the details and specificity of the proposed goals. The topic of measurement of success was also discussed. Trustee Tonking asked about the Lakeshore raw sewage holding pond and whether there has been any/enough discussion at the Board of Trustees level to be able to provide direction. District Manager General Winquest stated there has not been any discussion at the Board of Trustees level and he mentioned that clear expectations are needed in order to measure success. Trustee Tonking raised the topic of punch cards and questioned this task and whether the Board of Trustees has provided enough direction. Trustee Schmitz noted that there was a previous discussion about how some cards have funds from the beach and elsewhere and there was concern about comingling. She recalled that Director of Finance Navazio stated that a strategy is needed in regards to punch cards. Trustee Schmitz explained that she went through the budget and Strategic Plan to assist with the ideas. Director of Human Resources Feore suggested that the job description be reviewed as well. Trustee Dent mentioned that it comes down to goals and what is measurable. He stated that further down the road and for the next Board of Trustees, he thinks it would be great if the Trustees reviewed how the District General Manager matched up to the goals that have been set for him. He mentioned he feels like this puts everyone on the same page and provides clarity for the District General Manager concerning expectations and the performance review. Trustee Dent stated that the goals that pop out to him are the Board packets and having the Board packets be as detailed as they say they are. He mentioned that he generally monitors goals on a weekly, monthly, quarterly or annual basis and can then evaluate on whether something needs to be changed or not. There was little discussion on how certain goals can be measured. Director of Human Resources Feore stated that she would like to work together to create a process for future Board of Trustees and consistency moving forward. Trustee Dent shared the goals that stood out to him. Trustee Wong mentioned that she agrees with the approach that is being taken thus far. She mentioned that she feels a little awkward in this process since she will not be assessing the District General Manager against these goals next year. She feels that the input from the three Trustees, who will remain on the Board of Trustees, should weigh a bit more than

her input. She noted that when she and Board Chairman Callicrate joined the Board eight years ago, there was a fantastic strategic planning session that helped everyone start rowing in the same direction. She stated that with two new Board members coming on the Board, she recommended that a third party consultant lead the Board of Trustees through a strategic planning process. She commented that there has not been any real in depth conversations about what the District is and where it is headed. Chairman Callicrate agreed that the three Trustees that are going to remain need to have a greater input. He asked that the input be taken into consideration and put in a more tangible document so the Board can review again. Director of Human Resources Feore agreed to this and asked for direction from the Board of Trustees on what they want the overall document to look like. She explained that you can have expectations of the District General Manager that do not necessarily fall under goals. She noted that when looking at the goals, look for things that can change, be improved upon, grow, etc. She would also like everyone to consider having this process closer to the evaluation date. Trustee Tonking shared what she likes about the format of the goals and providing some recommendations. Trustee Schmitz asked that the District General Manager's job description be shared with the Board of Trustees to see if it jogs the Boards thought process. District Manager General Winquest asked if everyone could look at item #10 on Trustee Schmitz' list; there was a brief discussion and a consensus to keep that item on the list. Director of Human Resources Feore mentioned that she likes the idea of having main categories with sub-categories with some direction so it is very clear concerning expectations. She confirmed she has what she needs in order to prepare the documentation and submit it to the Board of Trustees for review and feedback prior to the next meeting.

I. MEETING MINUTES (for possible action)

I.1. Meeting of July 27, 2022

Board Chairman Callicrate asked for any changes; none were received. Board Chairman Callicrate said that the meeting minutes were approved as submitted.

J. FINAL PUBLIC COMMENTS*

Joe Schulz commented that as he was listening to the conversation about the goals for the District General Manager, he was reflecting that perhaps what you are really discussing are the goals for the Board in general, and whatever the goals are for him, are a reflection of what you should be working on. He stated there are goals that have been present and worked on for years, maybe decades, but certainly every time that a new Board is convened, some new ideas come up. He commented that whatever you are going to measure the performance of the District General Manager on is on how he implements the goals that you set for yourself. Mr. Schultz said he read the Code of Conduct and mentioned that it seems way too voluminous which could probably be boiled down to be respectful and be kind. He states the only time he has witnessed people out of hand is when people in the community are addressing the Board, which is unfortunate.

He noted that it seems to be toning down which is nice to see; he really wonders about the Code of Conduct and the degree of specificity.

Yolanda Knaak, IVGID Trustee candidate 2022, wanted to share with our community about something that is important to understand. She referenced getting a loan with the SRF Loan Program, through State of Nevada, is unique to Nevada. The State requires a bond, unlike most bonds, and we do not have to put up money. She stated that in the past, this was a red flag, and she wanted to share that with the other people who might have been unclear on that.

Ray Tulloch wanted to echo Mr. Schultz' comments, and stated that the District General Manager's goals should be very much aligned with the Board strategies which should be incumbent on the Board to be very clear with what the desired strategies and priorities should be.

K. ADJOURNMENT (for possible action)

The meeting was adjourned at 8:26 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular August 31, 2022 Meeting – Agenda Item C – Public Comment – What happen to the attorney's fees accounting in the Mark Smith lawsuit Staff promised on June 29, 2022?

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular August 31, 2022 Meeting – Agenda Item G(3) – Spending an additional \$20,000 or more on attorney's fees to provide a legal opinion insofar as beach deed restrictions are concerned

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular August 31, 2022 Meeting – Agenda Item C – Public Comment – The final straw insofar as our professional Staff's incompetence and negligence – the missing Rec Center French drain

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular August 31, 2022 Meeting – Agenda

Item E(1) – Todd Lowe’s presentation concerning efforts to create the City of Incline Village

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board’s regular August 31, 2022 Meeting – Agenda Item C – Public Comment – Providing senior and disabled transportation in Incline Village for a fraction of our actual costs associated therewith

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board’s regular August 31, 2022 Meeting – Agenda Item C – Public Comment – Staff’s giveaway of free parking/shuttle access service to the Tahoe Transportation District (“TTD”) for its 2022 Lake Tahoe Summit

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board’s regular August 31, 2022 Meeting – Agenda Item G(2) – Maintaining the County’s East/West parks located in Incline Village for a fraction of our actual costs associated therewith

Submitted by Cliff Dobler: These comments are to be made part of the meeting minutes.
By Cliff Dobler

Submitted by Gail Krolick

Submitted by Ray Tulloch

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENT – WHAT HAPPENED TO THE
ATTORNEY'S FEES ACCOUNTING IN THE MARK SMITH LAWSUIT
STAFF PROMISED ON JUNE 29, 2022?**

Introduction: At the Board's June 29, 2022 meeting it approved entering into a settlement agreement with Mark Smith ending his public records litigation. At page 380 of the Board packet for that meeting, staff represented that an updated breakdown of all fees and costs incurred defending that case through the date of that meeting, presumably including unreimbursed staff time, would be provided at the next Board meeting. It never has. And the public wants to know the extent of this waste. WHERE IS IT INDRA? That's the purpose of this written statement.

WHERE IS IT INDRA?

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

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM G(3) – SPENDING AN ADDITIONAL \$20,000 OR MORE
ON ATTORNEY'S FEES TO PROVIDE A LEGAL OPINION INSOFAR AS
BEACH DEED RESTRICTIONS ARE CONCERNED**

Introduction: The Board previously appropriated \$25,000 to secure a legal opinion addressing beach deed access and use restrictions. Although the \$25,000 has been spent, so far the public has seen no legal opinion. And notwithstanding, staff is asking for an additional \$20,000 which at best may result in an opinion which is just that; an opinion. For these kinds of sums we could have filed and prosecuted a NRS 43.100 confirmation petition. That's what we should do. And that's the purpose of this written statement.

Read My E-Mail to the IVGID Board¹: It's all there!

NRS 43.100 Provides a Procedural Means to Resolve All of These Questions: NRS 43.100(1) instructs that a "governing body² may file...a petition...in the district court...praying (for) a judicial examination and determination of the validity of any power conferred or...any instrument, act or project of the municipality, whether or not such power has been exercised." In other words, whether non-local parcel owners or those whose parcels are located outside the boundaries of IVGID as they existed in June of 1968, are entitled to access and use of the beaches.

And You Wonder Why the RFF We're Forced to Pay is Out of Control? I've now provided more answers.

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

¹ My August 31, 2022 e-mail to the IVGID Board on this subject is attached as Exhibit "A" to this written statement.

² NRS 43.060(1)(b) and 43.080 instruct that a governing body includes a "board of trustees...or other legislative body of a municipality proceeding under this chapter." Municipality is defined to expressly include "any...general improvement district."

EXHIBIT "A"

Re: Remove Agenda Item G(3) From the August 31, 2022 Board Meeting Consent Calendar - No More Legal Fees on a Beach Deed Opinion - NRS 43.100 or Nothing

From: <s4s@ix.netcom.com>
To: Callicrate Tim <tim_callicrate2@ivgid.org>
Cc: Dent Matthew <matthew.ivgid@gmail.com>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Re: Remove Agenda Item G(3) From the August 31, 2022 Board Meeting Consent Calendar - No More Legal Fees on a Beach Deed Opinion - NRS 43.100 or Nothing
Date: Aug 31, 2022 3:17 PM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

It's just EVERYTHING. The more one looks, the things our vaulted staff due look stupider and stupider and waste more and more. And if you Board members don't put your feet down and do something, EACH OF YOU IS JUST AS STUPID!

\$25K was spent with an attorney to give an opinion has to restricted use of the beaches. It was NOT spent for an attorney to put into legalese, some of the substantive modifications to Ordinance 7 Board members came up with.

But that didn't happen and even today, the public has been deprived of the legal opinion their monies were spent on.

And now staff want to double down by in essence doubling the expenditure.

Don't you remember I objected to the expenditure on day 1? Don't you remember I asked the Board file a petition for confirmation where all these issues could be resolved fully, finally, and forever? And I was criticized because look how much it would cost.

Well now in retrospect, we see this is EXACTLY what should have taken place. Because any "opinion" by an attorney will be worth nothing more than his/her opinion. We want finality.

Furthermore, we all know the attorney is not going to come up with an opinion which precludes use of the beaches by non-parcel owners. So what's the purpose?

And what about the unreimbursed staff time which has been charged to this project in addition to the \$25K and \$20K? When everything is said and done, we will have paid well in excess of \$50K and for what?

And BTW, how did this item get on the consent calendar? What is so routine about it? Where has the add'l \$20K already been appropriated?

Pull this matter from the consent calendar. Let's get all the facts on the table. And then as Indra suggests (page 073 of the Board packet) "not approve (this matter) at this time."

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENT – THE FINAL STRAW INsofar AS
OUR PROFESSIONAL STAFF'S INCOMPETENCE AND NEGLIGENCE –
THE MISSING REC CENTER FRENCH DRAIN**

Introduction: When the Rec Center was designed and constructed, no one thought to ensure a French drain and sealing of a concrete block retaining wall be constructed. But it wasn't. And now we have evidence of percolating water damage to the men's locker room. And what's more bothersome is that we're in the middle of a \$750K or greater Rec Center locker room renovation project which will be damaged from future sub-surface water intrusion if a French drain is not installed first. And that's the purpose of this written statement.

Read My E-mail to the IVGID Board¹: There I chastised the incompetence of our staff for having allowed this to occur. Rather than re-stating, I point the reader to this e-mail.

Cliff Dobler's August 25, 2022 Memo to the IVGID Board²: made the additional point that that we shouldn't be in the middle of a renovation project without first having addressed the lack of French drain. I agree!

Conclusion: Incompetence such as this keeps happening over and over again. When is our staff going to learn and start doing their jobs? It's time for you Board members to put your collective feet down and just say no!

And You Wonder Why the Recreation Facility Fee ("RFF") We're Forced to Pay is Out of Control? I've now provided more answers.

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

¹ My August 19, 2022 e-mail to the IVGID Board on this subject is attached as Exhibit "A" to this written statement.

² That memo is attached as Exhibit "B" to this written statement.

EXHIBIT "A"

More Evidence it's Essentially EVERYTHING Your Vaunted Staff Do. It Doesn't Matter What it is, When it is Done, Who Was/is in Charge, Who Was Our GM...It's Essentially Everything! It's Time For All of You to Resign, IVGID to be Dissolved, and Whatever's Here to Be Turned Over to Responsible Stewards. Because the Proof of the Pudding is That's NOT YOU! Nor Your GM!

From: <s4s@ix.netcom.com>
To: Tim <tim_callicrate2@ivgid.org>
Cc: Matthew <dent_trustee@ivgid.org>, Kendra Trustee <wong_trustee@ivgid.org>, Sara <schmitz_trustee@ivgid.org>, Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: More Evidence it's Essentially EVERYTHING Your Vaunted Staff Do. It Doesn't Matter What it is, When it is Done, Who Was/is in Charge, Who Was Our GM...It's Essentially Everything! It's Time For All of You to Resign, IVGID to be Dissolved, and Whatever's Here to Be Turned Over to Responsible Stewards. Because the Proof of the Pudding is That's NOT YOU! Nor Your GM!
Date: Aug 19, 2022 11:14 AM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

This is a subject matter I have brought to your attention a number of times before. Well now it's to the point that there's ZERO social redeeming value to any of you. Staff, GM, Board...any of you. I've now seen evidence of the last straw. And here it is.

I was going through the recent CIP budget all of you approved looking for one thing, when by happenschance I came across another.

CIP Project #4884BD2202 - Rec Center Exterior Wall Waterproofing & French Drain (you can read the project summary at page 61 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/2023_Capital_Plan_Summary_with_Capital_Project_Datasheets_as_of_5.26.2022.pdf).

Let me recite what your vaunted staff have disclosed on the project summary; their words: "The wall to the west of the main entrance (to the existing Rec Center), as well as the gym wall that extends north, is in need of waterproofing as well as...installation of a French Drain...Evidence of water intrusion through the concrete block wall has been seen in the men's locker room with water puddling below the lockers. **During the construction of the Rec Center, the French drain was not installed to bring drainage away from the building nor were the concrete block walls waterproofed.**"

What STUPID person doesn't know that when you construct a structure on a parcel with a slope, you're probably going to have to install a French Drain to protect your structure from sub-surface water?

And how long has this \$750K+ Rec Center locker room project been going on? How long ago was a third party design engineer engaged? How long ago were plans drawn and approved? How long ago did someone actually physically examine the site and notice that there was water intrusion and puddling below the lockers? How long, how long, how long? And when did staff actually bring this condition before the Board and the public rather than burying it in the CIP WITHOUT THE BENEFIT OF A PROJECT SUMMARY?

Well apparently YEARS AGO! And EVERY one of your past staff at the time, the previous Board, your previous engineering department, your previous GM at the time, Sheila Lejoin whose job it is to manage this structure as a Recreation Director, etc., etc. And now because of this negligence (yes, **this is exactly what it is**), we innocent successor in interest property owners have to spend \$100K to fix someone else's negligence. Again, no accountability whatsoever.

What I have described permeates essentially everything that takes place here in IVGIDville! EVERYTHING. I could give you quite a laundry list of just the negligence and staff lies I am aware of.

But what's the sense? I call them to your attention and you ignore me. Like I'm the problem. Because I call out your staff for what they are and they don't want to hear the truth. And I don't give them the respect they demand yet don't deserve.

And now I can take a step backwards and see it has been essentially everything since IVGID was created!

And when do we get to the point where we say that's it? We've had enough? There's no sense going any further with any of those people?

Well I say we're beyond that point. It's over.

I'm tired of having to pay for past incompetence. I'm tired of hearing it's water under the bridge and there's nothing we can do about past transgressions. I'm tired of having to financially bail out past incompetence, negligence and lies. I say collect it from these people! Go after Brad Johnson, Joe Pomroy, Gerry Eick, Steve Pinkerton, Misty Moga, Charlotte Crowley, Susan Johnson, Dee Carey, Nate Chorney, etc. Or if you can't or won't, **GO OUT OF BUSINESS** because you don't deserve to be in business. And I resent the fact you're involuntarily dragging me and other local property owners along for **YOUR RIDE**.

It's time to put an end to **ALL OF THIS**. Because your vaunted staff just isn't capable of doing **ANYTHING** in a professional manner. Nothing. Cliff Dobler, Linda Newman, Frank Wright, Joy Gumz, Dick Warren, Mike Abel, I and others have provided evidence after evidence after evidence. So you can't play the ignorance card. You need to disband your internal services altogether. **IT'S A FRAUD**. We don't need to be paying Kate Nelson \$130/hour to draft a memo to the Board seeking approval to spend nearly \$50K on new Burnt Cedar pool furniture. Yet we do. You need to fund these services so you have the money to outsource the services represented thereby which will end up costing us less money and result in a far more professional work product than is currently generated.

Better yet, you Board members should **RESIGN! YOU'RE INCOMPETENT!** Don't you get it Kendra and Michaela and Tim? **YOU'RE INCOMPETENT!** And before you resign, initiate proceedings to **DISSOLVE IVGID**. There's **NO REASON** for it to exist! **NONE!** Turn over our operations to the County or a new city.

We're **NOT** here to provide senior and disability transportation. It's RTC's job! Yet Indra panders to the county for a measely \$17K so he can provide these services for many, many times the \$17K we receive and local property owners end up involuntarily picking up the difference! Under the guise I'm paying for the availability to access these **FREE** or next to free general public services no less. And I don't want to hear "it's what being a community is all about." Tell this to the county which is our local government for such governance.

We're not here to maintain the county's east/west parks. It's the county's job! Yet Indra panders to the county for a measely \$8K/annually so he can provide these services for many, many times the \$8K he receives (assuming he remember to seek payment from the county which **HE AND HIS TEAM OF BUFFOONS FORGET TO SEEK FOR OVER 20 YEARS**), and local property owners end up involuntarily picking up the difference! Under the guise I'm paying for the availability to access these **FREE** general public facilities no less. It's part of what being a community is all about.

We're not here to snow plow/sand the county's publicly dedicated Country Club to Ski Way to Fairview. It's the county's job! Yet Indra hides the truth from the public (or he plays dumb about thsy truth) so he can spend many hundreds of thousands of dollars on Cat Loaders, dump trucks, maintenance, repair and fuel for this equipment, the PW garage to nowhere, fully stocked specialty tools so our staff can maintain and repair the same, staff costs, etc.) to provide these services, and local property owners end up involuntarily picking up the difference! Under the guise I'm paying for the availability to access these **FREE** general public facilities no less. It's part of what being a community is all about.

We're not here to provide **FREE** land to Parasol so they can build a community center building.

We're not here to provide FREE land and a FREE surrounding park to the County so they can build a Visitor's center building.

We're not here to provide essentially FREE everything to the DPSEF.

We're not here to provide recreational facilities and services to favored nonprofit collaborators so they can mark up their costs for fund raising purposes.

We're not here to provide a "club" of their own for Boys and Girls club members (many of who aren't even residents of Incline Village/Crystal Bay).

It's time to put an end to ALL of this. And if you won't, future local property owners will be forced to pay. And get very little for their payment. And when they ask why, **READ THIS E-MAIL FOR GOD'S SAKE!**

Respectfully, Aaron Katz

EXHIBIT "B"

Please acknowledge receipt of this correspondence. Thank you.

August 25, 2022

To: IVGID Board of Trustees

CC: Indra Winqest

From : Clifford F. Dobler

Re: Rec Center Exterior Wall Waterproofing & French Drain #4884BD2202

Do you as Trustees recall the old saying "the cart before the horse"? So goes the above referenced "capital project".

According to the project summary, water is intruding through the concrete block wall and water is puddling under the men's lockers in the locker room. The water proofing of the block wall and a French drain were not completed when the building was built. Fair enough, mistakes happen.

The puzzle, which needs to be disclosed to the public, is why would IVGID staff budget \$100,000 for the project and begin rehabilitating the men's restrooms before the waterproofing and French drain are completed?

According to Mr. Navazio's March 31, 2022 CIP report and a recent public records request no money has been spent and the project has apparently not been completed. By chance, I ran into the assistant project manager of Brycon, the contractor on the locker rooms, and inquired if she knew if the water proofing and French drain had been done. She indicated the project was introduced to them, however, no action was taken by Brycon.

I do recall that the stones against the north wall had been removed and then replaced. I did notice that a French drain may have been installed which gathers the runoff from a gutter on the roof. I do not believe any waterproofing of the wall was completed. It is possible the French drain had always been there.

So what's up? Has the project been cancelled or have the geniuses in engineering decided on a quick fix or has no actions been decided?

Why don't one of you (that would be a trustee) ask what's up and let the public understand how a \$100,000 budget item may not have been addressed prior to beginning the locker room rehab. August 31st is next week. Try to act concerned.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM E(1) – TODD LOWE'S PRESENTATION CONCERNING
EFFORTS TO CREATE THE CITY OF INCLINE VILLAGE**

Introduction: The arrogance staff have for the local parcel owners who involuntarily finance their excess salaries and over benefits is stunning. And the disinterest Board members have in being local parcel owners' watchdogs over staff's less than stellar activities is disturbing. And here we have another example of both. And that's the purpose of this written statement.

Todd Lowe's Effort to Drum Up Support For His View of Incline Village, the City: That's what this agenda item is all about. But what does this have to do with IVGID? Where does the District have any power to assist or promote Mr. Lowe in these efforts?

Read My E-Mail to the IVGID Board¹: It's all there!

Episodes Like This Keep Happening Because Staff and the Board Don't Understand What a General Improvement District ("GID") Really is, What Limited Powers it May Legitimately Exercise, and How Those Powers Differ From Those of True Municipalities: We've had this discussion many times before. Neither staff nor the Board really know what a GID is. Sure they know its genesis is NRS 318. But other than that, they don't have a clue. And even where NRS 318 is clear, staff and their "hired gun" attorney find a way to ignore its plain meanings so they can concoct justification for a narrative they're pre-disposed to favor. Let me provide several examples.

NRS 318.055(4)(b): instructs that a GID's powers are limited to "a statement of the basic power(s)...for which the district (has been)...created (for instance, by way of illustration, 'for paving, curb and gutters, sidewalks, storm drainage and sanitary sewer improvements within the district')... (as) stated in (its) initiating ordinance (with the proviso it) *must* be one or more of those authorized in NRS 318.116, as supplemented by the sections of this chapter designated therein."

NRS 318.116: identifies the "basic powers which may be granted to" a GID. *Nowhere* are GIDs given the power to promote or assist others in their efforts to create a city.

A.G.O. 63-61, p.102, p. 103 (August 12, 1963)²: instructs that NRS 318.055 "must...be strictly construed, *to include no more than the Legislature clearly intended.*" No more means just that. **NO MORE!**

Dillon's Rule³: Because Nevada is a *Dillon's Rule State*⁴, "all of such statutes, NRS 318.120 to 318.145⁵, constitute a grant of power to (GID) boards and governing bodies, and are a

¹ My August 26, 2022 e-mail to the IVGID Board on this subject is attached as Exhibit "A" to this written statement.

² Go to <http://epubs.nsla.nv.gov/statepubs/epubs/364899-1963.pdf>.

deprivation of powers and privileges in respect to the individuals residing within the affected areas, (they) *must* therefore be strictly construed, *to include no more than Legislature clearly intended!*"⁹ Therefore just as NRS 318.055(4)(b) and A.G.O. 63-61, p.102 instruct, the limited powers granted to GIDs by statute must be *strictly construed*.

Expressio Unius est Exclusio Alterius: Because these NRS demonstrate that the Legislature knew how to grant county boards and city governments the power of public philanthropy, yet failed to grant GID boards similar powers, *expressio unius est exclusio alterius* ("the expression of one thing is the exclusion of the other"), a maxim of statutory construction, applies⁶ and *prohibits* GIDs from engaging in public philanthropy. Stated otherwise, "when a statute limits a thing to be done in a particular mode, it includes the negative of any other mode."⁷ Just because counties and cities are authorized to do some things, doesn't mean all forms of local government can do the same things.

Conclusion: "None of these Chapters of NRS 309 to 318, inclusive, contained in Title 25 of NRS may be invoked as...authority for the creation of an improvement district, with power to"⁸ provide a forum or assist persons in promoting their view that Incline Village become a city. Episodes like these go on and on as I've demonstrated. And because they do, our Recreation Facility Fee ("RFF") is higher than it needs to be; A LOT higher! And local parcel owners for whom such facilities and services purportedly exist, are prevented from taking advantage of their alleged "availability." And exactly why? It's time for you Board members to put your collective feet down and just say no!

⁶ Which declares "a municipal corporation possesses and can exercise the following powers, *and no others*: First, those granted in express words; second, those necessarily *or* fairly implied in or incident to the powers expressly granted; third, those essential to the accomplishment of the declared objects and purposes of the corporation — not simply convenient, but indispensable. Fourthly, should there be) any fair, reasonable, substantial doubt concerning the existence of power is resolved by the courts against the corporation, and the power is denied...(and) all acts beyond the scope of...powers granted are void" [see *Ronnow v. City of Las Vegas* (1937) 57 Nev. 332, 343, 65 P.2d 133 (go to <https://cite.case.law/nev/57/332/>)].

⁷ See *Ronnow, supra*, at 57 Nev. 341-43.

Notably, when it comes to municipal police powers (i.e., to provide for the general health, safety and welfare of their inhabitants), *unlike* counties, cities, and towns (NRS 244, 266, 269), GIDs have expressly *not* been granted these powers.

⁸ "In construing the scope of remedies provided in a statute, Nevada State courts, just as their federal counterparts, have long recognized and applied" this maxim [see *Nunez v. Sahara Nevada Corp.*, 677 F. Supp. 1471, 1473 (D. Nev. 1988)].

⁹ See *National Railroad Passenger Corp. v. National Ass'n of Railroad Passengers*, 414 U.S. 453, 94 S. Ct. 690, 693 (1974).

Go to <https://extension.unr.edu/publication.aspx?PubID=4294>.

And You Wonder Why the RFF We're Forced to Pay is Out of Control? I've now provided more answers.

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

EXHIBIT "A"

Remove Agenda Item E(1) From the August 31, 2022 Board Meeting

From: <s4s@ix.netcom.com>
To: Callicrate Tim <tim_callicrate2@ivgid.org>
Cc: Dent Matthew <matthew.ivgid@gmail.com>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Remove Agenda Item E(1) From the August 31, 2022 Board Meeting
Date: Aug 26, 2022 9:58 AM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

I just received the agenda for next Wednesday's meeting. And item E(1) gives Todd Lowe a platform to promote converting PART OF IVGID into a city. This is another example of Indra controlling access to the Board to those he's aligned with. While denying the same access to the rest of us.

GIDs have no power to convert into cities. Take a look at NRS 318.055(4)(b) and 318.116. So why is this matter even on the calendar?

Moreover, to become a city requires a ballot measure. IVGID and its employees are precluded from expending anything promoting or opposing ballot measures [NRS 281A.520 {"a public officer or employee shall not request or otherwise cause a governmental entity to incur an expense or make an expenditure to support or oppose:(a) A ballot question"}]. So why are you giving Mr. Lowe a forum which involves District time and facilities to support a ballot question?

And whatever the reasons, if you're going to give Mr. Lowe a platform to promote his city agenda, how about giving the opposition the same platform to advance the arguments in opposition?

Please remove this matter from the agenda and if you won't, please provide equal time to those who are opposed to Mr. Lowe's endeavor.

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENT – PROVIDING SENIOR AND DIS-
ABLED TRANSPORTATION IN INCLINE VILLAGE FOR A FRACTION
OF OUR ACTUAL COSTS ASSOCIATED THEREWITH**

Introduction: The arrogance staff have for the local parcel owners who involuntarily finance their excess salaries and over benefits is stunning. And the disinterest Board members have in being local parcel owners' watchdogs over staff's less than stellar activities is disturbing. And here we have another example of both. And that's the purpose of this written statement.

Doing Someone Else's (the County's) Job – Senior/Disabled Transportation: The County provides senior and disabled transportation services for its citizens located to the north of Mt. Rose Highway. But for years it has pawned off these services to IVGID with the lure of a paltry payment. Now staff propose entering into an agreement with RTC whereby in consideration of \$17,000 the District will provide senior and disabled transportation services in Incline Village/Crystal Bay¹.

Read My E-mail to the County Board of Commissioners²: There I objected to the County Board's approval of this intended grant and arrangement on August 14, 2022.

Staff Wrongly Think That Because IVGID is "Government," it Has the Same Powers and Responsibilities as All "Governments:" And because IVGID is allegedly only "a quasi-public agency,"³ according to staff the District has even greater powers! But these beliefs are not true. "For FY 2013, there (we)re 84 total General Improvement Districts active throughout the State of Nevada."⁴ So I guess IVGID is of the view the Legislature didn't think there were enough local governments in the State to be exercising general powers. We needed 84 more!

Episodes Like This Keep Happening Because Staff and the Board Don't Understand What a General Improvement District ("GID") Really is, What Limited Powers it May Legitimately Exercise,

¹ This subject came up at the County Board of Commissioners' August 16, 2022. The staff memo and Regional Transportation Corporation ("RTC") letter of intent which explain the program and its history are collectively attached as Exhibit "A" to this written statement. These items appear as links to the agenda for the County Board's August 16, 2022 meeting at https://www.washoecounty.gov/bcc/board_committees/2022/files/agendas/2022-08-16/BCC%20-%208.16.22.pdf.

² My August 14, 2022 e-mail to the County Board on this subject is attached as Exhibit "B" to this written statement.

³ Page 4 of the latest (2022) "Water Quality Consumer Confidence Report" describes "the Incline Village General Improvement District, commonly referred to as IVGID, (a)s a *quasi-public agency* established under Nevada Revised Statute, Chapter 318."

⁴ Go to <https://extension.unr.edu/publication.aspx?PubID=4294>.

and How Those Powers Differ From Those of True Municipalities: We've had this discussion many times before. Neither staff nor the Board really know what a GID is. Sure they know its genesis is NRS 318. But other than that, they don't have a clue. And even where NRS 318 is clear, staff and their "hired gun" attorney find a way to ignore its plain meanings so they can concoct justification for a narrative they're pre-disposed to favor. Let me provide several examples.

NRS 318.055(4)(b): instructs that a GID's powers are limited to "a statement of the basic power(s)...for which the district (has been)...created (for instance, by way of illustration, 'for paving, curb and gutters, sidewalks, storm drainage and sanitary sewer improvements within the district')... (as) stated in (its) initiating ordinance (with the proviso it) *must* be one or more of those authorized in NRS 318.116, as supplemented by the sections of this chapter designated therein."

NRS 318.175: instructs that GID "board(s) shall have the power (1) to manage, control and supervise all the business and affairs of the district; (and, 2) to acquire, improve, equip, operate and maintain any district project." Notwithstanding, our Board refuses to perform its statutory duties. Instead members hide behind various policies such as the Board's Policy 141/Resolution No. 1895⁵ which abdicates to staff the power to grant "complimentary or discounted use of District facilities and recreational programs (to)...eligible non-profits...local government agenc(ies) or school district(s) providing services to the local community."

NRS 318.116: identifies the "basic powers which may be granted to" a GID. *Nowhere* are GIDs given the power to furnish social services including senior/disabled transportation services.

A.G.O. 63-61, p.102, p. 103 (August 12, 1963)⁶: instructs that NRS 318.055 "must...be strictly construed, *to include no more than the Legislature clearly intended.*" No more means just that; *NO MORE!*

Dillon's Rule⁷: Because Nevada is a *Dillon's Rule State*⁸, "all of such statutes, NRS 318.120 to 318.145⁹, constitute a grant of power to (GID) boards and governing bodies, and are a

Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_PolicyAndProcedure141_Resolution1895.pdf.

Go to <http://epubs.nsla.nv.gov/statepubs/epubs/364899-1963.pdf>.

⁵ Which declares "a municipal corporation possesses and can exercise the following powers, *and no others*: First, those granted in express words; second, those necessarily *or* fairly implied in or incident to the powers expressly granted; third, those essential to the accomplishment of the declared objects and purposes of the corporation — not simply convenient, but indispensable. (Finally, should there be) any fair, reasonable, substantial doubt concerning the existence of power is resolved by the courts against the corporation, and the power is denied...(and) all acts beyond the scope of...powers granted are void" [see *Ronnow v. City of Las Vegas* (1937) 57 Nev. 332, 343, 65 Nev.2d 133 (go to <https://cite.case.law/nev/57/332/>)].

⁶ See *Ronnow, supra*, at 57 Nev. 341-43.

deprivation of powers and privileges in respect to the individuals residing within the affected areas, (they) *must* therefore be strictly construed, *to include no more than Legislature clearly intended!*⁶ Therefore just as NRS 318.055(4)(b) and A.G.O. 63-61, p.102 instruct, the limited powers granted to GIDs by statute must be *strictly construed*.

Expressio Unius est Exclusio Alterius: Because these NRS demonstrate that the Legislature knew how to grant county boards and city governments the power of public philanthropy, yet failed to grant GID boards similar powers, *expressio unius est exclusio alterius* (“the expression of one thing is the exclusion of the other”), a maxim of statutory construction, applies¹⁰ and *prohibits* GIDs from engaging in public philanthropy. Stated otherwise, “when a statute limits a thing to be done in a particular mode, it includes the negative of any other mode.”¹¹ Just because counties and cities are authorized to do some things, doesn’t mean all forms of local government can do the same things.

Josh Nelson: Notwithstanding all of the above, IVGID’s attorney is promoting the notion IVGID may exercise *any* power whatsoever as long as a public agency charged with that power assigns it to IVGID pursuant to a NRS 277.080, et seq. inter local agreement or otherwise¹².

Mr. Nelson Has Been Compromised and is Not Impartial When it Comes to Advice Affecting Staff: Isn’t it amazing how an attorney can skew his/her legal opinions when necessary to support the bias of his/her client? Well that’s what we have here. Mr. Nelson has intentionally blurred the definition of his client in the District’s legal services agreement so he can render services to his *de facto* client, our GM and his staff. Thus he colors his opinions to allow his real client to rely upon those opinions so it can do what it wants to do. Rather than what the law actually provides. And that’s what we have here.

The Purpose of the InterLocal Cooperation Act? Since Mr. Nelson relies upon NRS 277.180(1) for his opinion the District can pretty much do anything it wants to do¹², let’s examine the purpose of

⁹ Notably, when it comes to municipal police powers (i.e., to provide for the general health, safety and welfare of their inhabitants), *unlike* counties, cities, and towns (NRS 244, 266, 269), GIDs have expressly *not* been granted these powers.

¹⁰ “In construing the scope of remedies provided in a statute, Nevada State courts, just as their federal counterparts, have long recognized and applied” this maxim [see *Nunez v. Sahara Nevada Corp.*, 677 F. Supp. 1471, 1473 (D. Nev. 1988)].

¹¹ See *National Railroad Passenger Corp. v. National Ass'n of Railroad Passengers*, 414 U.S. 453, 94 S. Ct. 690, 693 (1974).

¹² Mr. Nelson apparently relies upon NRS 277.180(1) for his counsel which provides that “any one or more public agencies may contract with any...other public agenc(y) to perform any governmental service, activity or undertaking which any(of the two or more) public agenc(ies) entering into the contract is authorized to perform.” But his interpretation of this statute is strained, and for the reasons which follow he is a biased and partial interpreter.

the InterLocal Cooperation Act. NRS 277.090 instructs that “it is the purpose of NRS 277.080 to 277.180, inclusive, to permit local governments to make the most *efficient use of their powers*¹³ by enabling them to cooperate with other local governments on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will best accord with geographic, economic, population and other factors influencing the needs and development of local communities.” Nowhere is this purpose achieved by allowing one government which lacks power to provide services and/or facilities, to perform them.

So Given the Above, Who Are You Going to Believe? The above-statutes, the Nevada Office of Attorney General (“OAG”), or Josh Nelson? But wait. There’s more.

NRS 318.077: instructs that “in (the) event the board...elect(s) to add basic powers not provided in its formation (it)...cause proceedings to be had by the board of county commissioners similar, as nearly as may be, to those provided for the formation of the district, and with like effect.” In other words:

1. Adoption of “a resolution...by the board of county commissioners”¹⁴ designating “the basic power(s)...to be created”¹⁵ as well as “the place and time for (a) hearing on the” proposed new power(s)¹⁶;

2. “After such (resolution) has been adopted...the county clerk shall mail written notice to all property owners within the...district...which...shall set forth the name, statement of purposes, general description and time and place of hearing;”¹⁷ and,

3. “At the place, date and hour specified for the hearing in the notice...the board of county commissioners shall...adopt an ordinance either creating the district or determining...it shall not be created”¹⁸.

So where is the evidence these proceedings have legally taken place? Or is our attorney correct when he states the District can circumvent these pesky procedural requirements simply by accepting money from the County/RTC?

NRS 308.030(1): NRS 318.077 also instructs that “in connection with each such additional basic power...the board *shall* obtain a modified service plan...in a manner like that provided for an initial

¹³ Rather than a power which is unique to only one of the governments.

¹⁴ See NRS 318.055(1)(a).

¹⁵ See NRS 318.055(4)(b).

¹⁶ See NRS 318.055(4)(e).

¹⁷ See NRS 318.060.

¹⁸ See NRS 318.070(1).

service plan required for the organization of a district in the Special District Control Law¹⁹.” NRS 308.030(1) instructs that “any prospective petitioner for the establishment of a special district shall file a service plan with the board of county commissioners...The service plan shall:

(a) Consist of a financial survey and a preliminary engineering or architectural survey showing how...proposed services are to be provided and financed;

(b) Include a map of the...district boundaries, an estimate of the population and assessed valuation of the...district;

(c) Describe the facilities to be constructed, the standards of such construction, the services to be provided...an estimate of costs, including the cost of acquiring land, engineering services, legal services, proposed indebtedness, including proposed maximum interest rates and any discounts, any other proposed bonds and any other securities to be issued, their type or character, annual operation and maintenance expenses, and other major expenses related to the formation and operation of the district; and,

(d) Outline the details of any arrangement or proposed agreement with any city or town for the performance of any services.

“If (as here) a...district lies entirely within one county, a resolution approving the service plan is required from the board of county commissioners.”²⁰

So where is the evidence this service plan been adopted²¹? Or is our attorney correct when he states the District can circumvent these pesky procedural requirements simply by entering into an inter local agreement with the County⁴?

NRS 43.100 Provides a Procedural Means to Resolve All of These Questions: NRS 43.100(1) instructs that a “governing body²² may file...a petition...in the district court...praying (for) a judicial examination and determination of the validity of any power conferred or...any instrument, act or project of the municipality, whether or not such power has been exercised.” In other words, whether the District has the power to maintain and repair someone else’s property?

Conclusion: “None of these Chapters of NRS 309 to 318, inclusive, contained in Title 25 of NRS may be invoked as...authority for the creation of an improvement district, with power to”⁶ furnish

¹⁹ See NRS 308.010, et seq.

²⁰ See NRS 308.040(1).

²¹ Do you realize IVGID has never, ever, adopted a NRS 308.030(1) service plan? Never!

²² NRS 43.060(1)(b) and 43.080 instruct that a governing body includes a “board of trustees...or other legislative body of a municipality proceeding under this chapter.” Municipality is defined to expressly include “any...general improvement district.”

senior/disabled transportation services. Episodes like these go on and on as I've demonstrated. And because they do, our Recreation Facility Fee ("RFF") is higher than it needs to be; A LOT higher! And local parcel owners for whom such facilities and services purportedly exist, are prevented from taking advantage of their alleged "availability." And exactly why? It's time for you Board members to put your collective feet down and just say no!

And You Wonder Why the RFF We're Forced to Pay is Out of Control? I've now provided more answers.

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

EXHIBIT "A"



WASHOE COUNTY

Integrity Communication Service
www.washoecounty.gov

STAFF REPORT

BOARD MEETING DATE: *August 16, 2022*

DATE: July 15, 2022

TO: Board of County Commissioners

FROM: Amber Howell, Director, Human Services Agency
(775)785-8600, ahowell@washoecounty.gov

THROUGH: Kate Thomas, Assistant County Manager

SUBJECT: Recommendation to approve an extension to the agreement with the Regional Transportation Commission (RTC) for the Provision of Non-urbanized Paratransit Services for Senior Citizens and People with Disabilities of the Washoe County Senior Services Gerlach and Incline Village Senior Transportation Programs in the amount of [\$29,000.00], retroactive to July 1, 2022 through June 30, 2023; and authorize the County Manager to execute the agreement. (Commission Districts 1 and 5).

SUMMARY

The Washoe County Board of County Commissioners must approve contracts and extensions. The Human Services Agency is requesting the Board approve an extension to the agreement with the Regional Transportation Commission (RTC) for the Provision of Non-urbanized Paratransit Services for Senior Citizens and People with Disabilities of the Washoe County Senior Services Gerlach and Incline Village Senior Transportation Programs in the amount of [\$29,000.00], retroactive to July 1, 2022 through June 30, 2023; and authorize the County Manager to execute the agreement.

Washoe County Strategic Objective supported by this item: Vulnerable Populations

PREVIOUS ACTION

On July 20, 2021, the Board approved an extension to the agreement with the Regional Transportation Commission (RTC) for a Non-Urbanized Paratransit Program to provide for the transportation of senior citizens and people with disabilities in the amount of [\$29,000], retroactive to July 1, 2021 through June 30, 2022.

On July 28, 2020, the Board approved an extension to the agreement with the Regional Transportation Commission (RTC) for a Non-Urbanized Paratransit Program to provide for the transportation of senior citizens and people with disabilities in the amount of \$29,000 retroactive to July 1, 2020 through June 30, 2021.

On July 9, 2019, the Board approved an agreement with the Regional Transportation Commission (RTC) for a Non-Urbanized Paratransit Program to provide for the

AGENDA ITEM # _____

transportation of senior citizens and people with disabilities in the following amounts: Gerlach [\$12,000] and Incline Village [\$17,000], retroactive to July 1, 2019 through June 30, 2020.

On September 25, 2018, the Board approved an agreement with the Regional Transportation Commission (RTC) for a Non-Urbanized Paratransit Program to provide for the transportation of senior citizens and people with disabilities in the following amounts: Gerlach [\$12,000] and Incline Village [\$17,000], retroactive to July 1, 2018 through June 30, 2019.

The department has received funding from RTC for senior and disabled individuals transportation programs for Gerlach since FY2002 and for Incline Village since 2005. The last agreement was approved by the Board on October 13, 2009. The Regional Transportation Commission has exercised the option to extend the agreement each fiscal year since 2014.

BACKGROUND

Regional Transportation Commission (RTC) provides grant funding to support transportation services for seniors and persons with disabilities in the remote areas of Washoe County. Washoe County Senior Services was originally awarded Non-Urbanized Paratransit Program funding in July 2009 for two transportation programs, one for Gerlach and one for Incline Village.

The funding for the Washoe County Senior Services Incline Village Senior Transportation Program will be passed through to the Incline Village General Improvement District (IVGID) who utilizes their staff and vehicles to provide transportation to seniors in need.

The funding for the Washoe County Senior Services Gerlach Senior Transportation Program is used to contract with a driver who utilizes a county vehicle.

The request to approve this extension to the agreement is retroactive due to Board meeting availability.

GRANT AWARD SUMMARY

Project/Program Name: Non-Urbanized Paratransit Program –
Gerlach and Incline Village

Scope of the Project: Transportation services are provided in isolated regions of Washoe County, specifically Gerlach and Incline Village, to assist seniors and people with disabilities with accessing services such as grocery shopping and doctors' appointments outside of their city limits.

Benefit to Washoe County Residents: Enhanced access to transportation increases the quality of life for seniors and people with disabilities residing in secluded regions of Washoe County.

On-Going Program Support: The current agreement has been in place since 2009 and has been extended annually.

Award Amount: \$29,000.00 (\$29,000.00 direct/\$0 Indirect)
\$12,000.00 (Gerlach) and \$17,000 (Incline Village)

Grant Period: July 1, 2022 through June 30, 2023

Funding Source: RTC Fuel Tax and RTC Sales Tax

Pass Through Entity: N/A

CFDA Number: N/A

Grant ID Number: N/A

Match Amount and Type: No match is required.

Sub-Awards and Contracts: For FY23 a contract for transportation services to/from Gerlach will be renewed with Cindy Carter, and Incline Village General Improvement District (IVGID) will submit invoices for services provided to/from the Incline Village region.

FISCAL IMPACT

This award was anticipated and included in the FY23 Senior Services Fund (225) adopted budget in internal orders 10208 RTC- Gerlach and 10440 RTC – Incline Village. No budget amendments are necessary.

Indirect costs are not allowable on this grant award as no salary or wages are included in the grant budget.

No match is required for this grant award.

RECOMMENDATION

Recommendation to approve an extension to the agreement with the Regional Transportation Commission (RTC) for the Provision of Non-urbanized Paratransit Services for Senior Citizens and People with Disabilities of the Washoe County Senior Services Gerlach and Incline Village Senior Transportation Programs in the amount of [\$29,000.00], retroactive to July 1, 2022 through June 30, 2023; and authorize the County Manager to execute the agreement.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be: “Move to approve an extension to the agreement with the Regional Transportation Commission (RTC) for the Provision of Non-urbanized Paratransit Services for Senior Citizens and People with Disabilities of the Washoe County Senior Services Gerlach and Incline Village Senior Transportation Programs in the amount of [\$29,000.00], retroactive to July 1, 2022 through June 30, 2023; and authorize the County Manager to execute the agreement.”



REGIONAL TRANSPORTATION COMMISSION

Metropolitan Planning • Public Transportation & Operations • Engineering & Construction

Metropolitan Planning Organization of Washoe County, Nevada

May 23, 2022

Mr. Eric Brown
Washoe County Manager
Washoe County Senior Services
1001 East 9th Street, Building A
Reno, Nevada 89512

Re: Agreement for the Provision of Paratransit Services for Senior Citizens and People with Disabilities Washoe County Senior Services Gerlach and Incline Village Transportation Programs

Dear Mr. Brown:

The Regional Transportation Commission of Washoe County (RTC) hereby wishes to extend the term of the Agreement for the Provision of Paratransit Services for Senior Citizens and People with Disabilities – Washoe County Senior Services Gerlach and Incline Village Transportation Programs between RTC and Washoe County by and through its duty constituted by the Board of County Commissioners, dated October 13, 2009. The effective term of the extension shall be from July 1, 2022 through June 30, 2023, with the funding provided in the amount as follows:

- **Gerlach Senior Transportation: Maximum \$12,000.00**
- **Incline Village Senior Transportation: maximum \$17,000.00**

If you agree to the aforementioned extension and its terms and conditions, please sign this letter and return it via email to Karin Copeland at kcopeland@rtcwashoe.com.

Except as amended herein all other terms and conditions of the Agreement shall remain in full force and effect.

We look forward to continue working with you. If you have any questions, please contact Karin Copeland at (775) 332-2140 or by email at kcopeland@rtcwashoe.com.

Sincerely,

for Bill Thomas, AICP
Executive Director

Washoe County Senior Services

Eric Brown, County Manager

Date: _____

EXHIBIT "B"

Re: August 16, 2022 Board Meeting - Agenda Item 7.E.1 - Proposed Funding to RTC to Pass Through \$17,000 to Incline Village General Improvement District ("IVGID") So IVGID Can Do RTC's Job. When it Has No Authority to Do That Job. - Please Remove From the Consent Calendar and For the Reasons Which Follow, Vote NO!

From: <s4s@ix.netcom.com>
To: <Washoe311@washoecounty.us>
Cc: <commissioners@washoecounty.gov>, <epricebrown@washoecounty.gov>
Subject: Re: August 16, 2022 Board Meeting - Agenda Item 7.E.1 - Proposed Funding to RTC to Pass Through \$17,000 to Incline Village General Improvement District ("IVGID") So IVGID Can Do RTC's Job. When it Has No Authority to Do That Job. - Please Remove From the Consent Calendar and For the Reasons Which Follow, Vote NO!
Date: Aug 14, 2022 8:42 PM

Hello Commissioners:

Well as DJ Khalid says, "here's another one."

My name is Aaron Katz. I am a full time resident of Incline Village. And I am one of the approximate 8,200 property owners who will be made to INVOLUNTARILY pay the shortfall to IVGID for the represented services if the proposed agreement with RTC is approved and IVGID performs regional transportation services IT HAS NO AUTHORITY TO PERFORM and the RTC has an EXCLUSIVE obligation to perform. This is really a similar issue to agenda item 7(B)(1) I have independently addressed. Encouraging IVGID to do more and more things it has no business doing, and at a fraction of the real costs it incurs. Setting the stage for involuntary subsidy by local parcel owners.

Board members need to understand what's really at play here in Incline Village, and put an end of the County's and here the RTC's use, of IVGID to fulfill the County's and RTC's responsibilities.

Why was IVGID created? What are its limited permissible actions? Let me tell you it WASN'T to provide regional transportation. Nor social services for the disabled nor seniors. Nor meals on wheels. Nor to perform any of the County's other social obligations. Especially for less than IVGID's actual costs. It appears you and your staff think IVGID exists to perform all sorts of services the County and RTC are responsible for performing. Well you're wrong. And here we have another one of a number of examples.

IVGID is NOT a general government. It has no power to provide for the general health, safety and welfare of its inhabitants. That's the County's job! It IVGID has no power to provide regional transportation services for ANYONE. So why is it purchasing a vehicle with RTC money to do RTC's job (although RTC by statute has the exclusive jurisdiction to provide regional transportation services, and it can delegate that power to appropriate agencies, I am aware of NO SUCH AGREEMENTS from RTC and IVGID. So why are you considering a grant to RTC to pass through to IVGID for anything?).

So why aren't the COUNTY and RTC doing their jobs in Incline Village? County, provide social services. Provide social programming. Provide regional transportation. After all, we're part of the unincorporated area of Washoe County. Why does IVGID have to be involved AT ALL in any of these endeavors? We don't have enough to do? And do you really think a paltry \$17,000/annually is sufficient to cover all the costs which are suggested by this agenda item? If so, I have a couple more bridges you might be interested in purchasing in Incline Village/Crystal Bay.

If you don't want to do your jobs, then how about REMOVING Incline Village/Crystal Bay from the county? You're very happy to receive our nearly \$30 million/annually in ad valorem taxes. So how about spending some

of it on us other than snow removal (and you're not even providing all of this service you should be providing...another misuse on the county's part).

Did you ever stop to think that if you and the RTC DIDN'T provide money to IVGID for this purpose, staff might not be able to afford a vehicle to perform these improper services? And maybe it would stop providing them? And maybe the RTC would be forced to step in and DO ITS JOB? That's what needs to happen here. Don't approve the money transfer. Don't approve payment to IVGID. This is NOT a proper use of County money. And you know it.

And here's a second reason to say no. The proposal is that IVGID gets \$17,000 and Gerlach gets \$12,000. What's the population of Gerlach? 114 persons? How many are seniors? 10%. That's roughly a bit more than \$1,000 per senior of funding! What's the population of Incline Village/Crystal Bay? 9,799 persons? How many are seniors? 23.5%. So we're getting roughly \$7.38 per senior in funding. If we're really being fair, the County needs to up its contribution to be passed on to IVGID to \$2,303,000! Come on. What's fair is fair. Don't like it? REMOVE US from your county!

And here's a third reason to say no. The memo describes transportation for seniors IN NEED. IVGID makes no distinction on need and provides service to all seniors. In fact, it waives the senior requirement altogether. This is a misuse of public funds. But you don't care, do you? You'd rather make it look on paper like you're really doing something with proper funding when you're really not.

And one more final reason to say no. Do you realize that IVGID provides door to door and on call transportation for Incline Village/Crystal Bay seniors to travel to/from the Reno-Tahoe Airport? Like seniors of our community can't find this transportation if that's what they want? And they can't afford to pay the going fare? Understand this money you're being asked to approve is being used for this purpose which defeats the whole purpose of the grant. And you know this.

So if you really want to be fair, DON'T GIVE IVGID ANYTHING. And make RTC do its job of providing senior transportation for the needy seniors of Incline Village/Crystal Bay. That's their job!

You need to conduct a serious review of the roles of GIDs in the County which includes their limited powers, their inadequate funding, the refusal of the County to provide for the social needs of our community, these GIDs' ability to involuntarily specially tax local property owners to cover the deficiency - a power the County doesn't even have! That's what this agenda item is really about. So like I said, how about doing your jobs?

Thank you, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENT – STAFF'S GIVEAWAY OF FREE
PARKING/SHUTTLE ACCESS SERVICE TO THE TAHOE TRANSPORTATION
DISTRICT (“TTD”) FOR ITS 2022 LAKE TAHOE SUMMIT**

Introduction: The arrogance staff have for the local parcel owners who involuntarily finance their excess salaries and over benefits is stunning. And the disinterest Board members have in being local parcel owners’ watchdogs over staff’s less than stellar activities is disturbing. And here we have another example of both. And that’s the purpose of this written statement.

Read My E-Mail String¹: Did the TTD use our Diamond Peak parking for its 2022 Lake Tahoe Summit, and if so, was there a written agreement² and what did they pay? It’s all there!

Staff Wrongly Think That Because IVGID is “Government,” it Has the Same Powers and Responsibilities as All “Governments:” And because IVGID is allegedly only “a quasi-public agency,”³ it has even greater powers! But these beliefs are not true. “For FY 2013, there (we)re 84 total General Improvement Districts active throughout the State of Nevada.”⁴ So I guess IVGID is of the view the Legislature didn’t think there were enough local governments in the State to be exercising general powers. I guess IVGID staff believe we needed 84 more!

Episodes Like This Keep Happening Because Staff and the Board Don’t Understand What a General Improvement District (“GID”) Really is, What Limited Powers it May Legitimately Exercise, and How Those Powers Differ From Those of True Municipalities: We’ve had this discussion many times before. Neither staff nor the Board really know what a GID is. Sure they know its genesis is NRS 318. But other than that, they don’t have a clue. And even where NRS 318 is clear, staff and their “hired gun” attorney find a way to ignore its plain meanings so they can concoct justification for a narrative they’re pre-disposed to favor. Let me provide several examples.

NRS 318.055(4)(b): instructs that a GID’s powers are limited to “a statement of the basic power(s)...for which the district (has been)...created (for instance, by way of illustration, ‘for paving, curb and gutters, sidewalks, storm drainage and sanitary sewer improvements within the district’)... (as) stated in (its) initiating ordinance (with the proviso it) *must* be one or more of those authorized

¹ My August 20-24, 2022 e-mails to the Board on this subject are collectively attached as Exhibit “A” to this written statement.

² The answer is yes, and that agreement is attached as Exhibit “B” to this written statement.

³ Page 4 of the latest (2022) “Water Quality Consumer Confidence Report” describes “the Incline Village General Improvement District, commonly referred to as IVGID, (a)s a *quasi-public agency* established under Nevada Revised Statute, Chapter 318.”

⁴ Go to <https://extension.unr.edu/publication.aspx?PubID=4294>.

in NRS 318.116, as supplemented by the sections of this chapter designated therein.” An examination of the District’s initiating ordinance, as well as all additions thereto, makes clear that nowhere has IVGID been granted the power to give away or donate free use of its facilities local parcel/dwelling unit owners involuntarily financially support and themselves must pay user fees to access and use.

NRS 318.175: instructs that GID “board(s) shall have the power (1) to manage, control and supervise all the business and affairs of the district; (and, 2) to acquire, improve, equip, operate and maintain any district project.” Notwithstanding, our Board refuses to perform its statutory duties. Instead members hide behind various policies such as the Board’s Policy 141/Resolution No. 1895⁵ which abdicates to staff the power to grant “complimentary or discounted use of District facilities and recreational programs (to)...eligible non-profits...local government agenc(ies)⁶ or school district(s) providing services to the local community.”

NRS 318.116: identifies the “basic powers which may be granted to” a GID. *Nowhere* are GIDs given the power to give away or donate free use of its facilities local parcel/dwelling unit owners involuntarily financially support and themselves must pay user fees to access and use.

A.G.O. 63-61, p.102, p. 103 (August 12, 1963)⁷: instructs that NRS 318.055 “must...be strictly construed, to include no more than the Legislature clearly intended.” No more means just that; *NO MORE!*

Dillon’s Rule⁸: Because Nevada is a *Dillon’s Rule State*⁹, “all of such statutes, NRS 318.120 to 318.145¹⁰, constitute a grant of power to (GID) boards and governing bodies, and are a

⁵ Go to https://www.yourtahoepalace.com/uploads/pdf-ivgid/IVGID_PolicyAndProcedure141_Resolution1895.pdf.

⁶ “In 1969, California and Nevada...and the U.S. Congress (passed)...public law 96-551 which established the...TTD...(an) agency...responsible for facilitating and implementing...multi modal transportation plans, programs and projects for the Lake Tahoe Basin” (go to <https://www.tahoetransportation.org/about/>). In other words, a local government agency.

Go to <http://epubs.nsla.nv.gov/statepubs/epubs/364899-1963.pdf>.

⁸ Which declares “a municipal corporation possesses and can exercise the following powers, *and no others*: First, those granted in express words; second, those necessarily *or* fairly implied in or incident to the powers expressly granted; third, those essential to the accomplishment of the declared objects and purposes of the corporation — not simply convenient, but indispensable. (Finally, should there be) any fair, reasonable, substantial doubt concerning the existence of power is resolved by the courts against the corporation, and the power is denied...(and) all acts beyond the scope of...powers granted are void” [see *Ronnow v. City of Las Vegas* (1937) 57 Nev. 332, 343, 65 P.2d 133 (go to <https://cite.case.law/nev/57/332/>)].

⁹ See *Ronnow, supra*, at 57 Nev. 341-43.

deprivation of powers and privileges in respect to the individuals residing within the affected areas, (they) *must* therefore be strictly construed, *to include no more than Legislature clearly intended!*⁷ Therefore just as NRS 318.055(4)(b) and A.G.O. 63-61, p.102 instruct, the limited powers granted to GIDs by statute must be strictly construed.

NRS 244.1505(2): instructs that because counties have been granted municipal police powers¹¹, “a board of county commissioners...may *donate*...to a nonprofit organization created for religious, charitable or educational purposes or to another governmental entity, to be used for any purpose which will provide a substantial benefit to the inhabitants of the county...(a) commodities, supplies, materials and equipment that the board determines to have reached the end of their useful lives; and (b) property for which the county treasurer has obtained an order authorizing (him/her)... to donate the property pursuant to paragraph (e) of subsection 1 of NRS 179.165.”

NRS 268.028(1)-(2): similarly instruct that because counties have been granted municipal police powers¹², “the governing body of a city...may *donate*...to a nonprofit organization created for religious, charitable or educational purposes or to another governmental entity, to be used for any purpose which will provide a substantial benefit to the inhabitants of the city...commodities, supplies, materials and equipment that the governing body determines have reached the

¹⁰ Notably, when it comes to municipal police powers (i.e., to provide for the general health, safety and welfare of their inhabitants), *unlike* counties, cities, and towns (NRS 244, 266, 269), GIDs have expressly *not* been granted these powers.

¹¹ NRS 244.137(5) instructs that “as a general rule on local governmental power, *Dillon’s Rule*⁸ serves an important function in defining the powers of county government and remains a vital component of Nevada law. However, with regard to *matters of local concern*, a strict interpretation and application of *Dillon’s Rule* unnecessarily restricts a board of county commissioners from taking appropriate actions that are necessary or proper to address *matters of local concern* for the effective operation of county government and thereby impedes the board from responding to and serving the needs of local citizens diligently, decisively and effectively.” NRS 244.143(2)(a) clarifies that “matter(s) of local concern” include the “public health, safety and welfare in the county.” In other words, municipal police powers⁷.

¹² NRS 268.001(5) instructs that “as a general rule on local governmental power, *Dillon’s Rule*⁸ serves an important function in defining the powers of city government and remains a vital component of Nevada law. However, with regard to *matters of local concern*, a strict interpretation and application of *Dillon’s Rule* unnecessarily restricts the governing body of an incorporated city from taking appropriate actions that are necessary or proper to address *matters of local concern* for the effective operation of city government and thereby impedes the governing body from responding to and serving the needs of local citizens diligently, decisively and effectively.” NRS 268.003(2)(a) clarifies that “matter(s) of local concern” include the “public health, safety and welfare in the county.” In other words, municipal police powers⁷.

end of their useful lives;” and, “except as otherwise provided in subsection 4¹³, the governing body may grant all or part of the money to a nonprofit organization created for religious, charitable or educational purposes to be expended for a selected purpose.”

Expressio Unius est Exclusio Alterius: Because these NRS demonstrate that the Legislature knew how to grant county boards and city governments the power of public philanthropy, yet failed to grant GID boards similar powers, *expressio unius est exclusio alterius* (“the expression of one thing is the exclusion of the other”), a maxim of statutory construction, applies¹⁴ and *prohibits* GIDs from engaging in public philanthropy. Stated otherwise, “when a statute limits a thing to be done in a particular mode, it includes the negative of any other mode.”¹⁵ Just because counties and cities are authorized to do some things, doesn’t mean all forms of local government can do the same things.

Josh Nelson: Notwithstanding all of the above, IVGID’s attorney is promoting the notion IVGID may exercise *any* power whatsoever as long as a public agency charged with that power assigns it to IVGID pursuant to a NRS 277.080, et seq. inter local agreement¹⁶.

Mr. Nelson Has Been Compromised and is Not Impartial When it Comes to Advice Affecting Staff: Isn’t it amazing how an attorney can skew his/her legal opinions when necessary to support the bias of his/her client? Well that’s what we have here. Mr. Nelson has intentionally blurred the definition of his client in the District’s legal services agreement so he can render services to his *de facto* client, our GM and his staff. Thus he colors his opinions to allow his real client to rely upon those opinions so it can do what it wants to do. Rather than what the law actually provides. And that’s what we have here.

The Purpose of the InterLocal Cooperation Act? Since Mr. Nelson relies upon NRS 277.180(1) for his opinion the District can pretty much do anything it wants to do¹⁶, let’s examine the purpose of the InterLocal Cooperation Act. NRS 277.090 instructs that “it is the purpose of NRS 277.080 to

¹³ Which instructs that “the provisions of this section do not limit the ability of a governing body of a city...to disburse money pursuant to NRS 321.5956 or any other specific statutory authority.”

¹⁴ “In construing the scope of remedies provided in a statute, Nevada State courts, just as their federal counterparts, have long recognized and applied” this maxim [see *Nunez v. Sahara Nevada Corp.*, 677 F. Supp. 1471, 1473 (D. Nev. 1988)].

¹⁵ See *National Railroad Passenger Corp. v. National Ass'n of Railroad Passengers*, 414 U.S. 453, 94 S. Ct. 690, 693 (1974).

¹⁶ Mr. Nelson apparently relies upon NRS 277.180(1) for his counsel which provides that “any one or more public agencies may contract with any...other public agenc(y) to perform any governmental service, activity or undertaking which any(of the two or more) public agenc(ies) entering into the contract is authorized to perform.” But his interpretation of this statute is strained, and for the reasons which follow he is a biased and partial interpreter.

277.180, inclusive, to permit local governments to make the most *efficient use of their powers*¹⁷ by enabling them to cooperate with other local governments on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will best accord with geographic, economic, population and other factors influencing the needs and development of local communities.” Nowhere is this purpose achieved by allowing one government which lacks power to provide services and/or facilities, to perform them.

So Given the Above, Who Are You Going to Believe? The above-statues, the Nevada Office of Attorney General (“OAG”), or Josh Nelson? But wait. There’s more.

NRS 318.077: instructs that “in (the) event the board...elect(s) to add basic powers not provided in its formation (it)...cause proceedings to be had by the board of county commissioners similar, as nearly as may be, to those provided for the formation of the district, and with like effect.” In other words:

1. Adoption of “a resolution...by the board of county commissioners”¹⁸ designating “the basic power(s)...to be created”¹⁹ as well as “the place and time for (a) hearing on the” proposed new power(s)²⁰;

2. “After such (resolution) has been adopted...the county clerk shall mail written notice to all property owners within the...district...which...shall set forth the name, statement of purposes, general description and time and place of hearing;”²¹ and,

3. “At the place, date and hour specified for the hearing in the notice...the board of county commissioners shall...adopt an ordinance either creating the district or determining...it shall not be created”²².

So where is the evidence these proceedings have legally taken place? Or is our attorney correct when he states the District can circumvent these pesky procedural requirements simply by entering into an inter local agreement with the TTD?

NRS 308.030(1): NRS 318.077 also instructs that “in connection with each such additional basic power...the board *shall* obtain a modified service plan...in a manner like that provided for an initial

¹⁷ Rather than a power which is unique to only one of the governments.

¹⁸ See NRS 318.055(1)(a).

¹⁹ See NRS 318.055(4)(b).

²⁰ See NRS 318.055(4)(e).

²¹ See NRS 318.060.

²² See NRS 318.070(1).

service plan required for the organization of a district in the Special District Control Law²³.” NRS 308.030(1) instructs that “any prospective petitioner for the establishment of a special district shall file a service plan with the board of county commissioners...The service plan shall:

(a) Consist of a financial survey and a preliminary engineering or architectural survey showing how...proposed services are to be provided and financed;

(b) Include a map of the...district boundaries, an estimate of the population and assessed valuation of the...district;

(c) Describe the facilities to be constructed, the standards of such construction, the services to be provided...an estimate of costs, including the cost of acquiring land, engineering services, legal services, proposed indebtedness, including proposed maximum interest rates and any discounts, any other proposed bonds and any other securities to be issued, their type or character, annual operation and maintenance expenses, and other major expenses related to the formation and operation of the district; and,

(d) Outline the details of any arrangement or proposed agreement with any city or town for the performance of any services.

“If (as here) a...district lies entirely within one county, a resolution approving the service plan is required from the board of county commissioners.”²⁴

So where is the evidence this service plan been adopted²⁵? Or is our attorney correct when he states the District can circumvent these pesky procedural requirements simply by entering into an inter local agreement with the TTD?

NRS 43.100 Provides a Procedural Means to Resolve All of These Questions: NRS 43.100(1) instructs that a “governing body²⁶ may file...a petition...in the district court...praying (for) a judicial examination and determination of the validity of any power conferred or...any instrument, act or project of the municipality, whether or not such power has been exercised.” In other words, whether the District has the power to give away or donate free use of its facilities like summer time Diamond Peak parking local parcel/dwelling unit owners involuntarily financially support and themselves must pay user fees to access and use.

²³ See NRS 308.010, et seq.

²⁴ See NRS 308.040(1).

²⁵ Do you realize IVGID has never, ever, adopted a NRS 308.030(1) service plan? Never!

²⁶ NRS 43.060(1)(b) and 43.080 instruct that a governing body includes a “board of trustees...or other legislative body of a municipality proceeding under this chapter.” Municipality is defined to expressly include “any...general improvement district.”

Conclusion: “None of these Chapters of NRS 309 to 318, inclusive, contained in Title 25 of NRS may be invoked as...authority for the creation of an improvement district, with power to”⁷ giveaway free access and use of public facilities, here the Diamond Peak parking lot. Episodes like these go on and on as I’ve demonstrated. And because they do, our Recreation Facility Fee (“RFF”) is higher than it needs to be; A LOT higher! And local parcel owners for whom such facilities and services purportedly exist, are prevented from taking advantage of their alleged “availability.” And exactly why? It’s time for you Board members to put your collective feet down and just say no!

And You Wonder Why the RFF We’re Forced to Pay is Out of Control? I’ve now provided more answers.

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

EXHIBIT "A"

Fw: RE: What Did We Charge the Lake Tahoe Summit to Use Our Diamond Peak Parking Lot(s), Private Ski Way, and the Diamond Peak Shuttle Bus to Transport Participants to Sand Harbor? What Does TTD Charge Members of Our Community to Park at the Entrance to the East Shore Trail? Follow Up.

From: <s4s@ix.netcom.com>
To: Callicrate Tim <tim_callicrate2@ivgid.org>
Cc: Dent Matthew <dent_trustee@ivgid.org>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Fw: RE: What Did We Charge the Lake Tahoe Summit to Use Our Diamond Peak Parking Lot(s), Private Ski Way, and the Diamond Peak Shuttle Bus to Transport Participants to Sand Harbor? What Does TTD Charge Members of Our Community to Park at the Entrance to the East Shore Trail? Follow Up.
Date: Aug 24, 2022 10:41 AM
Attachments: [Agreement for Use of DP Parking Lot.pdf](#)

Chairperson Callicrate and Other Honorable Members of the Board -

Attached find the "Parking License Agreement" the District prepared and entered into with the TDD for the latter's use of our Diamond Peak parking lot associated with the recent Lake Tahoe Summit. This agreement was obtained as a result of a records request.

There you will see TTD was given permission to use our parking facilities FOR FREE.

Although you don't see it clearly, take my word; this is an agreement Indra asked Josh to prepare AT THE PUBLIC'S EXPENSE.

How much of an expense Indra? When did the Board determine that Josh's services are available to you on an as needed basis at the public's expense?

And this is supposed to be acceptable?

Now I want you to consider something Board members.

Since we're such a willing "partner" of collaborators like TDD, how come the giving is limited to just us? When does the TDD give?

Consider that the TDD operates an East Shore trail which starts in Incline Village. It has a series of PAID Parking spots where it regularly charges up to \$7 or more per hour. When's the last time TTD gave residents of the District a fee waiver to park in one of these spots? When's the last time Indra even asked Mr. Hasty to waive parking fees at this facility for residents of the District?

And this is supposed to be acceptable Board members?

One little piece of the puzzle but whenever you examine another piece, you will discover the same outcome. Which collectively describes where we are and why.

Still waiting to hear from TRPA as to whether some type of use permit was required for this particular use. If I hear back yes, I will share the same with each of you. Not that any of you will care or do anything.

But maybe future property owners who involuntarily pay the costs associated with these activities will care. And they'll do something about it.

Respectfully, Aaron Katz

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

From: Susan A. Herron <sah@ivgid.org>

Sent: Aug 24, 2022 8:58 AM

To: 's4s@ix.netcom.com' <s4s@ix.netcom.com>, Indra Winquest <ISW@ivgid.org>

Cc: Tim Callicrate <callicrate_trustee@ivgid.org>, Matthew Dent <dent_trustee@ivgid.org>, Kendra Wong <Wong_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, Michaela Tonking <tonking_trustee@ivgid.org>

Subject: RE: What Did We Charge the Lake Tahoe Summit to Use Our Diamond Peak Parking Lot(s), Private Ski Way, and the Diamond Peak Shuttle Bus to Transport Participants to Sand Harbor? P.S.

Mr. Katz,

Attached is the agreement for use of the Diamond Peak parking lot on August 16, 2022 by TTD.

Susan

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

Sent: Saturday, August 20, 2022 11:25 AM

To: Indra Winquest <ISW@ivgid.org>; Susan A. Herron <sah@ivgid.org>

Cc: Tim Callicrate <callicrate_trustee@ivgid.org>; Matthew Dent <dent_trustee@ivgid.org>; Kendra Wong <Wong_trustee@ivgid.org>; Sara Schmitz <trustee_schmitz@ivgid.org>; Michaela Tonking <tonking_trustee@ivgid.org>

Subject: Re: What Did We Charge the Lake Tahoe Summit to Use Our Diamond Peak Parking Lot(s), Private Ski Way, and the Diamond Peak Shuttle Bus to Transport Participants to Sand Harbor? P.S.

Well Indra -

It's like I said before Board Members. IT'S ESSENTIALLY EVERYTHING these people do. EVERYTHING!

So now it has been brought to my attention that the FREE shuttle service I indicated below was "provided by Tahoe Transportation District ("TTD") IN PARTNERSHIP WITH IVGID!" Really?

So now I'd like to know what this partnership was/is? There must have been some partnership "agreement;" correct Indra? Was the "agreement" reduced to writing? Was it oral? is it reflected in e-mails or other writings?

And how come staff's "partnerships" always seem to benefit outsiders like these people TO THE DETRIMENT OF WE LOCAL PARCEL OWNERS? When are you going to start entering into "partnerships" to the benefit of we local parcel owners and the detriment of outsiders like the promoters of the summit? Or TTD?

I want to know the precise terms and conditions of this "agreement." So let's include the request as a records request (so I am including Ms. Herron on this e-mail). I want to examine all writings evidencing anyone's request for this partnership, and the agreement itself. As well as the amounts paid to IVGID by anyone, or the extent of IVGID's FREE contribution.

As if you didn't have enough legitimate things to do Indra. Now we have to learn of more crap like this which is well beyond IVGID's reason for being and legitimate powers? Just add it on to everything else you and your staff do which represents SOMEONE ELSE'S job at someone else's expense! ANY ANYONE WONDERS WHY WE HAVE A REC FEE? AND WHERE THE MONEYS REALLY, REALLY GO? Wake Up Board members!

I know you can't see Indra because your vision is so one biased and focused. But the rest of us can. So let's get all the facts out in the open so we can have an open and honest discussion. Thank you in advance for your understanding and cooperation.

Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: Aug 20, 2022 9:36 AM

To: <ISW@ivgid.org>

Cc: Tim <tim_callicrate2@ivgid.org>, Matthew <dent_trustee@ivgid.org>, Kendra Trustee <wong_trustee@ivgid.org>, Sara <schmitz_trustee@ivgid.org>, Michaela <tonking_trustee@ivgid.org>

Subject: What Did We Charge the Lake Tahoe Summit to Use Our Diamond Peak Parking Lot(s), Private Ski Way, and the Diamond Peak Shuttle Bus to Transport Participants to Sand Harbor?

Hello Indra -

It's called "transparency" which you so revel in.

So I have to read elsewhere that the Lake Tahoe Summit took place this last Tuesday at Sand Harbor Beach/Park. And the promoters of this event encouraged participants "to use our complimentary shuttle service to get to and from the summit from Diamond Peak Ski Resort" because "there will not be any on-site parking."

So did you or anyone else at IVGID give permission to the promoters of this event to use our DP parking lot? Did anyone at IVGID independently publiize the fact that our parking lot was available to non-resident non-local property owners for this purpose? And where did the complimentary shuttle service come from? Could it be our DP shuttle service? Staffed by our employees? After all there would be no cost to us because the buses are simply sitting there (after all, this is the same mindset our former HR Director Dec Carey used to justify complimentary recreational facility use by staff)! If so, what did promoters agree to pay IVGID for these services?

Depending upon your answers I may have more questions later but for now, I appreciate your answers to these questions.

Aaron Katz

EXHIBIT "B"

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
PARKING LICENSE AGREEMENT
WITH TAHOE TRANSPORTATION DISTRICT**

1. PARTIES AND DATE.

This Parking License Agreement ("Agreement") is entered into as of August 1, 2022 by and between the Incline Village General Improvement District ("IVGID") and the Tahoe Transportation District ("TTD"). All parties are at times referred to collectively as "Parties" and individually as "Party" herein.

2. RECITALS.

2.1 IVGID owns certain real property commonly known as the Diamond Peak Ski Resort (Diamond Peak). Diamond Peak includes the upper parking lot area near the main lodge and as depicted in Exhibit A and incorporated by this reference ("Parking Lot").

2.2 TTD wishes to utilize a portion of the Parking Lot as depicted in Exhibit A ("Parking Area") for parking for the Lake Tahoe Summit event ("Summit"), and IVGID is willing to grant to TTD the right to use the Parking Area, under the terms and conditions set forth herein.

3. TERMS.

3.1 Recitals. The above recitals are hereby incorporated into the Agreement by reference.

3.2 License. IVGID hereby grants to TTD a license in, on, across, and over the Parking Area, for the purpose of permitting parking by Summit guests ("License"). TTD shall monitor the use of the License to ensure parking remains restricted to Summit guests. The License shall be subject to availability as determined by IVGID, which may include temporary restrictions on the use of the Parking Area for maintenance, Public Safety Outage Management (PSOM) event or other circumstances as determined by IVGID in its sole discretion and with notice to TTD.

3.3 Term & Termination.

3.3.1 Term. This Agreement shall be in effect for the day of August 16, 2022.

3.3.2 Termination of License. Either Party may terminate this Agreement with written notice to the other Party. Upon termination of the Agreement, TTD shall surrender the Parking Area in substantially the same condition as when received.

3.4 Indemnification. To the full extent permitted by law, TTD shall indemnify, defend and hold IVGID, its officials, officers, employees, contractors, volunteers and agents free and harmless from and against any and all losses, claims, damages, or injuries to the Parking Area caused by or arising out of the use of the Parking Area or this Agreement.

3.5 **Insurance.** TTD shall obtain and maintain in full force and effect during its use of the License during the Summit: (a) general liability insurance in the amount of \$1,000,000 per occurrence; and (b) property damage insurance in the amount of \$1,000,000. Such insurance shall name IVGID as an additional insured, shall be primary with respect to any insurance or self-insurance programs maintained by IVGID. TTD shall provide IVGID with a copy of the insurance policy in amount and coverage specified in this Section 3.5 prior to use of the Parking Area.

3.6 **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. The terms and conditions of this Agreement may be altered, changed or amended only by written agreement of the Parties hereto. Section headings contained in this Agreement are for convenience only and shall not have an effect in the construction or interpretation of any provision.

3.7 **Governing Law.** This Agreement shall be governed by the laws of the State of Nevada.

3.8 **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.

3.9 **Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address or at such other address as the respective Parties may provide in writing for this purpose:

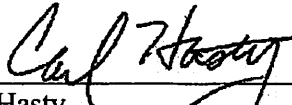
IVGID: Incline Village General Improvement District
Attn: District Clerk
893 Southwood Boulevard Incline
Village, Nevada 89451

TTD: Tahoe Transportation District
PO: Box 499
Zephyr Cove, NV 89423

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at the applicable address.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties on the day and year first above written



Carl Hasty
District Manager
Tahoe Transportation District

August 9, 2022
Date

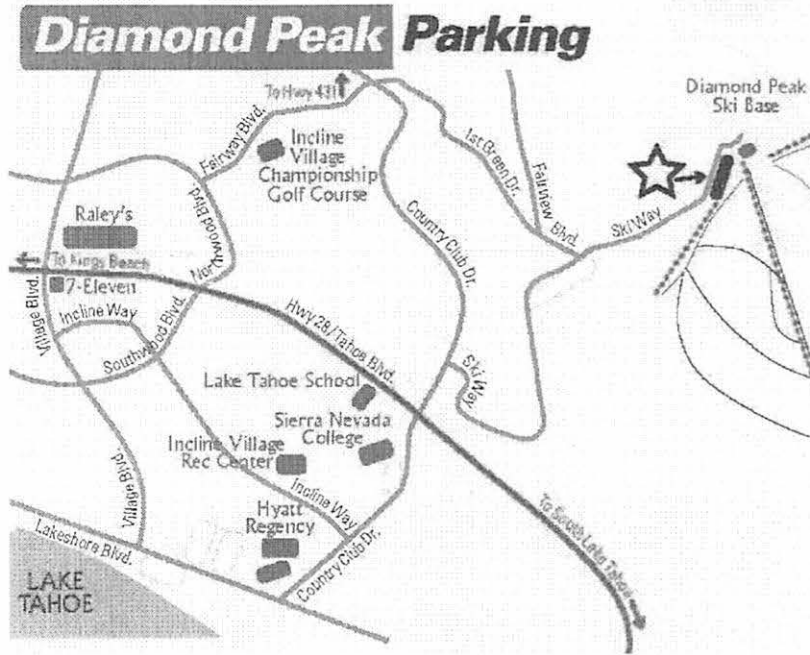
Indra Winqest
General Manager
Incline Village General Improvement District

Date

EXHIBIT "A"

GEOGRAPHICAL DEPICTION
OF THE PARKING AREA

IVGID (Diamond Peak Ski Resort) parking area 1210 Ski Way, Incline Village, NV 89451.



**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 31, 2022 MEETING –
AGENDA ITEM G(2) – MAINTAINING THE COUNTY'S EAST/WEST PARKS
LOCATED IN INCLINE VILLAGE FOR A FRACTION OF OUR ACTUAL
COSTS ASSOCIATED THEREWITH**

Introduction: The arrogance staff have for the local parcel owners who involuntarily finance their excess salaries and over benefits is stunning. And the disinterest Board members have in being local parcel owners' watchdogs over staff's less than stellar activities is disturbing. And here we have another example of both. And that's the purpose of this written statement.

Someone Else's (the County's) Property: The County owns two parks¹ at either end of the intersections of Lakeshore Blvd. and Highway 28 in Incline Village (these parks are commonly referred to as the "east/ west" parks²). Since January 11, 1990 they have been maintained by the District pursuant to an "Interpretative Park Agreement."³ Now staff propose entering into a replacement agreement⁴ which lasts indefinitely⁵.

Read My E-Mail to the IVGID Board⁶: It's all there!

Read My E-mail to the County Board of Commissioners⁷: There I objected to the County Board's approval of this form of agreement on August 14, 2022 before it was ever presented to the IVGID Board.

Staff Wrongly Think That Because IVGID is "Government," it Has the Same Powers and Responsibilities as All "Governments:" And because IVGID is allegedly only "a quasi-public agency,"⁸

¹ See ¶19 at page 048 of the packet of materials prepared by staff in anticipation of this August 31, 2022 meeting ["the 8/31/2022 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0831_-_Part_1.pdf)].

² See page 059 of the 8/31/2022 Board packet.

³ See pages 042-054 of the 8/31/2022 Board packet.

⁴ That agreement is attached as Exhibit "A" to this written statement.

⁵ See ¶15 at page 060 of the 8/31/2022 Board packet.

⁶ My August 30, 2022 e-mail to the IVGID Board on this subject is attached as Exhibit "B" to this written statement.

⁷ My August 14, 2022 e-mail to the County Board on this subject is attached as Exhibit "C" to this written statement.

⁸ Page 4 of the latest (2022) "Water Quality Consumer Confidence Report" describes "the Incline Village General Improvement District, commonly referred to as IVGID, (a)s a *quasi-public agency* established under Nevada Revised Statute, Chapter 318."

according to staff the District has even greater powers! But these beliefs are not true. "For FY 2013, there (we)re 84 total General Improvement Districts active throughout the State of Nevada."⁹ So I guess IVGID is of the view the Legislature didn't think there were enough local governments in the State to be exercising general powers. We needed 84 more!

Episodes Like This Keep Happening Because Staff and the Board Don't Understand What a General Improvement District ("GID") Really is, What Limited Powers it May Legitimately Exercise, and How Those Powers Differ From Those of True Municipalities: We've had this discussion many times before. Neither staff nor the Board really know what a GID is. Sure they know its genesis is NRS 318. But other than that, they don't have a clue. And even where NRS 318 is clear, staff and their "hired gun" attorney find a way to ignore its plain meanings so they can concoct justification for a narrative they're pre-disposed to favor. Let me provide several examples.

NRS 318.055(4)(b): instructs that a GID's powers are limited to "a statement of the basic power(s)...for which the district (has been)...created (for instance, by way of illustration, 'for paving, curb and gutters, sidewalks, storm drainage and sanitary sewer improvements within the district')... (as) stated in (its) initiating ordinance (with the proviso it) *must* be one or more of those authorized in NRS 318.116, as supplemented by the sections of this chapter designated therein."

NRS 318.145: instructs that "the board shall have the power to...maintain and repair... *improvements acquired by the district...and all facilities of the district* relating to any basic power which the district is authorized to exercise." But the subject parks have *not* been acquired by the District. Nor are they "facilities of the district" because they are owned by the County¹. So where is the authority to maintain and repair someone else's property?

NRS 318.116: identifies the "basic powers which may be granted to" a GID. *Nowhere* are GIDs given the power to maintain and repair someone else's property.

A.G.O. 63-61, p.102, p. 103 (August 12, 1963)¹⁰: instructs that NRS 318.055 "must...be strictly construed, *to include no more than the Legislature clearly intended.*" No more means just that; *NO MORE!*

Dillon's Rule¹¹: Because Nevada is a *Dillon's Rule* State¹², "all of such statutes, NRS 318.120 to 318.145¹³, constitute a grant of power to (GID) boards and governing bodies, and are a

⁹ Go to <https://extension.unr.edu/publication.aspx?PubID=4294>.

¹⁰ Go to <http://epubs.nsla.nv.gov/statepubs/epubs/364899-1963.pdf>.

¹¹ Which declares "a municipal corporation possesses and can exercise the following powers, *and no others*: First, those granted in express words; second, those necessarily *or* fairly implied in or incident to the powers expressly granted; third, those essential to the accomplishment of the declared objects and purposes of the corporation — not simply convenient, but indispensable. (Finally, should there be) any fair, reasonable, substantial doubt concerning the existence of power is resolved by the courts against the corporation, and the power is denied...(and) all acts beyond

deprivation of powers and privileges in respect to the individuals residing within the affected areas, (they) *must* therefore be strictly construed, *to include no more than Legislature clearly intended!*¹³ Therefore just as NRS 318.055(4)(b) and A.G.O. 63-61, p.102 instruct, the limited powers granted to GIDs by statute must be *strictly construed*.

Expressio Unius est Exclusio Alterius: Because these NRS demonstrate that the Legislature knew how to grant county boards and city governments the power of public philanthropy, yet failed to grant GID boards similar powers, *expressio unius est exclusio alterius* (“the expression of one thing is the exclusion of the other”), a maxim of statutory construction, applies¹⁴ and *prohibits* GIDs from engaging in public philanthropy. Stated otherwise, “when a statute limits a thing to be done in a particular mode, it includes the negative of any other mode.”¹⁵ Just because counties and cities are authorized to do some things, doesn’t mean all forms of local government can do the same things.

Josh Nelson: Notwithstanding all of the above, IVGID’s attorney is promoting the notion IVGID may exercise *any* power whatsoever as long as a public agency charged with that power assigns it to IVGID pursuant to a NRS 277.080, et seq. inter local agreement¹⁶.

Mr. Nelson Has Been Compromised and is *Not* Impartial When it Comes to Advice Affecting Staff: Isn’t it amazing how an attorney can skew his/her legal opinions when necessary to support the bias of his/her client? Well that’s what we have here. Mr. Nelson has intentionally blurred the definition of his client in the District’s legal services agreement so he can render services to his *de facto* client, our GM and his staff. Thus he colors his opinions to allow his real client to rely upon those

the scope of...powers granted are void" [see *Ronnow v. City of Las Vegas* (1937) 57 Nev. 332, 343, 65 P.2d 133 (go to <https://cite.case.law/nev/57/332/>)].

¹² See *Ronnow, supra*, at 57 Nev. 341-43.

¹³ Notably, when it comes to municipal police powers (i.e., to provide for the general health, safety and welfare of their inhabitants), *unlike* counties, cities, and towns (NRS 244, 266, 269), GIDs have expressly *not* been granted these powers.

¹⁴ “In construing the scope of remedies provided in a statute, Nevada State courts, just as their federal counterparts, have long recognized and applied” this maxim [see *Nunez v. Sahara Nevada Corp.*, 677 F. Supp. 1471, 1473 (D. Nev. 1988)].

¹⁵ See *National Railroad Passenger Corp. v. National Ass'n of Railroad Passengers*, 414 U.S. 453, 94 S. Ct. 690, 693 (1974).

¹⁶ Mr. Nelson apparently relies upon NRS 277.180(1) for his counsel which provides that “any one or more public agencies may contract with any...other public agenc(y) to perform any governmental service, activity or undertaking which any(of the two or more) public agenc(ies) entering into the contract is authorized to perform.” But his interpretation of this statute is strained, and for the reasons which follow he is a biased and partial interpreter.

opinions so it can do what it wants to do. Rather than what the law actually provides. And that's what we have here.

The Purpose of the InterLocal Cooperation Act? Since Mr. Nelson relies upon NRS 277.180(1) for his opinion the District can pretty much do anything it wants to do¹⁶, let's examine the purpose of the InterLocal Cooperation Act. NRS 277.090 instructs that "it is the purpose of NRS 277.080 to 277.180, inclusive, to permit local governments to make the most *efficient use of their powers*¹⁷ by enabling them to cooperate with other local governments on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization which will best accord with geographic, economic, population and other factors influencing the needs and development of local communities." Nowhere is this purpose achieved by allowing one government which lacks power to provide services and/or facilities, to perform them.

So Given the Above, Who Are You Going to Believe? The above-statues, the Nevada Office of Attorney General ("OAG"), or Josh Nelson? But wait. There's more.

NRS 318.077: instructs that "in (the) event the board...elect(s) to add basic powers not provided in its formation (it)...cause proceedings to be had by the board of county commissioners similar, as nearly as may be, to those provided for the formation of the district, and with like effect." In other words:

1. Adoption of "a resolution...by the board of county commissioners"¹⁸ designating "the basic power(s)...to be created"¹⁹ as well as "the place and time for (a) hearing on the" proposed new power(s)²⁰;

2. "After such (resolution) has been adopted...the county clerk shall mail written notice to all property owners within the...district...which...shall set forth the name, statement of purposes, general description and time and place of hearing;"²¹ and,

3. "At the place, date and hour specified for the hearing in the notice...the board of county commissioners shall...adopt an ordinance either creating the district or determining...it shall not be created"²².

¹⁷ Rather than a power which is unique to only one of the governments.

¹⁸ See NRS 318.055(1)(a).

¹⁹ See NRS 318.055(4)(b).

²⁰ See NRS 318.055(4)(e).

²¹ See NRS 318.060.

²² See NRS 318.070(1).

So where is the evidence these proceedings have legally taken place? Or is our attorney correct when he states the District can circumvent these pesky procedural requirements simply by entering into an inter local agreement with the County⁴?

NRS 308.030(1): NRS 318.077 also instructs that “in connection with each such additional basic power...the board *shall* obtain a modified service plan...in a manner like that provided for an initial service plan required for the organization of a district in the Special District Control Law²³.” NRS 308.030(1) instructs that “any prospective petitioner for the establishment of a special district shall file a service plan with the board of county commissioners...The service plan shall:

(a) Consist of a financial survey and a preliminary engineering or architectural survey showing how...proposed services are to be provided and financed;

(b) Include a map of the...district boundaries, an estimate of the population and assessed valuation of the...district;

(c) Describe the facilities to be constructed, the standards of such construction, the services to be provided...an estimate of costs, including the cost of acquiring land, engineering services, legal services, proposed indebtedness, including proposed maximum interest rates and any discounts, any other proposed bonds and any other securities to be issued, their type or character, annual operation and maintenance expenses, and other major expenses related to the formation and operation of the district; and,

(d) Outline the details of any arrangement or proposed agreement with any city or town for the performance of any services.

“If (as here) a...district lies entirely within one county, a resolution approving the service plan is required from the board of county commissioners.”²⁴

So where is the evidence this service plan been adopted²⁵? Or is our attorney correct when he states the District can circumvent these pesky procedural requirements simply by entering into an inter local agreement with the County⁴?

NRS 43.100 Provides a Procedural Means to Resolve All of These Questions: NRS 43.100(1) instructs that a “governing body²⁶ may file...a petition...in the district court...praying (for) a judicial

²³ See NRS 308.010, et seq.

²⁴ See NRS 308.040(1).

²⁵ Do you realize IVGID has never, ever, adopted a NRS 308.030(1) service plan? Never!

²⁶ NRS 43.060(1)(b) and 43.080 instruct that a governing body includes a “board of trustees...or other legislative body of a municipality proceeding under this chapter.” Municipality is defined to expressly include “any...general improvement district.”

examination and determination of the validity of any power conferred or...any instrument, act or project of the municipality, whether or not such power has been exercised.” In other words, whether the District has the power to maintain and repair someone else’s property?

Conclusion: “None of these Chapters of NRS 309 to 318, inclusive, contained in Title 25 of NRS may be invoked as...authority for the creation of an improvement district, with power to”⁹ maintain and repair property and facilities belonging to someone else. Episodes like these go on and on as I’ve demonstrated. And because they do, our Recreation Facility Fee (“RFF”) is higher than it needs to be; A LOT higher! And local parcel owners for whom such facilities and services purportedly exist, are prevented from taking advantage of their alleged “availability.” And exactly why? It’s time for you Board members to put your collective feet down and just say no!

And You Wonder Why the RFF We’re Forced to Pay is Out of Control? I’ve now provided more answers.

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

EXHIBIT "A"

**INTERLOCAL AGREEMENT
BETWEEN WASHOE COUNTY AND THE INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT REGARDING MAINTENANCE OF THE EAST
AND WEST ENTRANCE PARKS**

This Interlocal Agreement ("Agreement") is entered into by and between the County of Washoe ("County") and the Incline Village General Improvement District ("IVGID"). County and IVGID may be referred to as a "Party" or collectively as the "Parties" in this Agreement.

RECITALS:

A. The Parties previously entered into an Interpretative Parks Agreement between IVGID and Washoe County dated January 11, 1990 ("Prior Agreement").

B. Under the Prior Agreement, IVGID constructed, at the County's cost, entrance parks at the east and west ends of Lakeshore Boulevard within IVGID (the "East Park" and "West Park" collectively referred to as the "Parks"). The East Park is located on the real property described in Exhibit A, and the West Park is located on the real property described in Exhibit B.

C. Under the Prior Agreement, IVGID agreed to maintain the Parks at the County's expense estimated not to exceed \$4,000 per year.

D. IVGID has continued to maintain the Parks, but its costs have exceeded the prior estimate.

E. The County and IVGID wish to enter into this Agreement to clarify and update their respective obligations for performing and funding the maintenance of the Parks.

NOW, THEREFORE, IT IS AGREED:

1. IVGID Operation and Maintenance of the Parks. During this Agreement, IVGID shall operate and maintain the Parks. IVGID shall ensure that the Parks are maintained at a level comparable to other IVGID parks and recreational facilities and considering the age of the Parks. The County may notify IVGID if it identifies any deficiency in the operation or maintenance of the Parks. IVGID shall promptly correct such deficiency consistent with the level of funding provided by the County or inform the County is writing why such condition is not a deficiency.

2. Cost of Operations and Maintenance. The County shall reimburse IVGID annually for its operation and maintenance of the Parks. Reimbursement shall include (i) any direct, internal labor costs incurred at then current direct labor rate plus benefits and overhead or (ii) if IVGID utilizes a third-party to provide operations and maintenance services, such costs incurred by IVGID and any internal direct or indirect costs (not to

exceed 10% of the total Agreement), including administrative and project management costs. IVGID shall provide the calculation of any costs at County's request. IVGID shall provide County with an invoice for reimbursement no less than quarterly on a July 1 thru June 30 fiscal year. Invoices shall include detailed documentation of expenses to be reimbursed such as receipts, invoices and payroll statements. Total reimbursements for the fiscal year may not exceed \$8,000 without prior written approval from the County. County shall pay the annual invoice within thirty (30) days of receipt from IVGID.

3. Capital Improvements. The County shall always hold title to the Parks during this Agreement. The County may construct any improvements to the Parks that it believes are necessary or advisable. In addition, IVGID may recommend potential improvements to the Parks to the County. The County may elect to construct any improvements in its sole discretion. Any such improvements may be constructed by the County. Alternatively, the County may request that IVGID construct such improvements at County's cost. IVGID shall not construct any such improvements without a written agreement with the County. All improvements constructed under this section shall be constructed by the Party or by a contractor under the direction of such Party and in compliance with applicable laws, including competitive bidding and prevailing wage. The Parties shall require any third-party contractor to indemnify and add both Parties as additional insured on any insurance policies required by the contractor under the construction contract for such improvements.

4. Liability Insurance; Indemnity.

a. IVGID shall obtain and maintain general liability insurance or equivalent self-insurance for the Parks. The County shall be included as an additional insured for such insurance.

b. The Parties hereby agree to indemnify and hold the other Party harmless from and against all claims, losses, liabilities, obligations, costs, expenses and damages, whether incidental, consequential or special, including legal fees and expenses, arising out of (i) any breach or default on their part in the performance of any of their obligations under this Agreement or (ii) any act or negligence of the Party or of any of their agents, contractors, servants, employees or licensees with respect to the performance of this Agreement. This indemnity shall survive termination of this Agreement.

5. Term; Termination. This Agreement shall be effective as of _____, 2022, and shall continue in effect indefinitely for as long as the Parks are in existence. This Agreement may be terminated without penalty, charge, or sanction by either Party effective June 30th each year with at least ninety (90) days' prior written notice to the other Party.

6. Interlocal Agreement. This Agreement is an interlocal agreement under NRS 277.110.

7. Notice. Notices under this Agreement shall be given in writing, by personal delivery or first class mail, addressed to:

Jennifer Hoekstra, Fiscal Compliance Officer
Washoe County Community Services Department
1001 E. Ninth Street Bldg A 2nd Floor
Reno, Nevada 89512

Indra Winqest
Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, Nevada 89451

The Parties shall also provide email courtesy copies of any such notice to the following:

Jennifer Hoekstra, Fiscal Compliance Officer
jhoekstra@washoecounty.gov

Indra Winqest
ISW@ivgid.org

Upon receipt of the email, either Party may waive personal delivery or first-class mail delivery. Such waiver shall be in writing, through email or other means of written communication.

Either Party may change the person or address to which notices shall be given by providing written notice to the other Party in accordance with the aforementioned notice provision.

8. Complete and Final Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein, and represents the complete and final expression of the parties and supersedes any prior written or oral discussions, negotiations, understandings or agreements between the Parties, including the Prior Agreement. The above recitals and attached exhibits are incorporated into this Agreement by reference.

9. Successors and Assigns; Transfer or Sale. No interest in this Agreement shall be sold, assigned, pledged or alienated in any manner without the written consent of the other Party. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

10. No Third Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any person or entity other than the Parties, or their respective successors, assigns, heirs and legal representatives any interest or rights (including without limitation any third-party beneficiary rights) with respect to or in connection with any Agreement or provision contained herein or contemplated hereby.

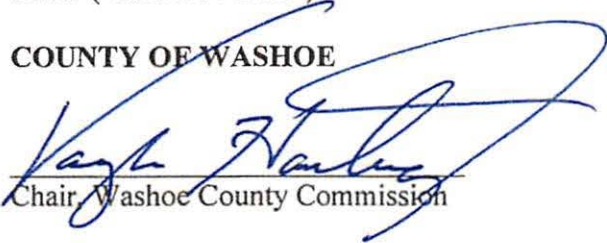
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same document.

12. Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Nevada. Any litigation related to this Agreement shall be brought in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. IVGID and the County do not waive and intends to assert any and all available limitation of liability remedies in NRS Chapter 41.

13. Severability. If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have approved the execution of this Agreement by their duly authorized representatives as of the date of the last Party to sign below ("Effective Date").

COUNTY OF WASHOE


Chair, Washoe County Commission

Dated: August 16, 2022

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By:

Dated: _____, 2022

EXHIBIT "B"

Re: Remove Agenda Item G(2) From the August 31, 2022 Board Meeting - A New Agreement For Us to Maintain the County's Two East/West Parks For Less Than Our Cost!

From: <s4s@ix.netcom.com>
To: Callicrate Tim <tim_callicrate2@ivgid.org>
Cc: Dent Matthew <matthew.ivgid@gmail.com>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Re: Remove Agenda Item G(2) From the August 31, 2022 Board Meeting - A New Agreement For Us to Maintain the County's Two East/West Parks For Less Than Our Cost!
Date: Aug 30, 2022 2:37 PM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

The More One Looks, the Stupider and Stupider Indra and His Band of Incompetents Look! Unless you have your heads in the sand Tim, Kendra and Michaela.

It's just EVERYTHING. The more one looks, the things our vaulted staff due look stupider and stupider. And if you Board members don't put your feet down and so something, EACH OF YOU IS JUST AS STUPID!

Pull this matter from the consent calendar. Let's get all the facts on the table.

Here Indra admits that:

1. In January of 1990 the District entered into an agreement with the County whereby we would maintain and repair the County's two Incline Village parks (east/west) for a BELOW OUR COST of \$4,000 annually. You can see the agreement for yourself at pages 042-054 of the Board packet;
2. Although IVGID was supposed to ask the County for reimbursement, it never did.
3. Someone woke up in 1994 and finally billed the County. And the County agreed to pay \$16,000 for the four years of maintenance due (see page 040 of the Board packet).
4. Then in typical District ineptitude, nor further bills were sent by IVGID to the County.
5. Until 1991 when I learned through public record requests that over \$100,000 in back reimbursements were due and I called this fact to Indra's attention.
6. And what did he do? Schedule a meeting for July of 2021 where he and his crack band of negotiators were able to agree that the County would resume reimbursing the District \$4,000 annually for fiscal years 2021-22, and it would discuss "updating" the 1990 agreement (see page 038 of the Board packet).
7. Indra admits that our estimated operating costs for 2021 were \$6,700 (see page 038 of the Board packet). Which means he admits local parcel owners had to cover the \$2,700 deficiency with their Rec Fee. We don't know the costs for 2022 but if we assume them to be the \$8,000 Indra has negotiated in the proposed new agreement, our 2022 deficiency will be \$4,000 or \$3,000 for the period Jan 1-Aug 31, 2022.
8. But our losses are far, far greater. Since the proposed upgraded agreement does not provide for any other reimbursements that are owed, and those amounts are in essence WAIVED, we're giving up the \$4,000 owed for the period 1995-2020 = \$104,000.
9. Then there has been at least \$25,000 of pavement maintenance costs incurred in just the last ten (10) years.

10. Then it turns out there is water and electricity service provided to the two parks, and that service is in the District's rather than the County's name. And as a result of a public records request I have learned that just for 2021, we were charged \$2,855. I understand these charges have varied over the years but if I extend them out for the period 1990-present, 32 years, we're talking \$91,360.

11. Now I have discovered we installed at least two bear boxes at the parks for the collection of solid waste. Don't know the cost, but knowing our staff, the cost was probably well in excess of \$2,000.

12. Which means that all told, we are owed at least \$222,360 just in past due reimbursements, and with solid waste costs, probably over \$300,000.

13. And to our master negotiator Indra, let's forget about these sums because they are "water on the bridge." Right. My bridge rather than staff's.

14. The proposed agreement says the current old agreement will be terminated. OK. So paragraph 13 speaks to termination and states that on termination, the County shall pay IVGID for all past services performed and expenses incurred which have not been paid. In other words, \$222,360! So where is it crack negotiator Indra?

14. And then we get to the proposed \$8,000/annually moving forward. Don't you see this is less than our actual out of pocket costs when we include water, electricity and solid waste removal costs.

15. This is a TERRIBLE deal! It represents THE BEST YOU CAN DO Indra? And on the consent calendar no less (please explain to me why this is a proper matter to be placed on the consent calendar) so Indra can hide the damaging facts I have shared with you.

Please remove this matter from the consent calendar. Please vote NO on the merits.

You people need to understand the third biggest problem with IVGID is its size. Rather than downsizing, staff will do EVERYTHING to increase its footprint. Because a bigger footprint means more employees and benefits, and a greater need for financial subsidy from local parcel/dwelling units. And to continue growing, it's not good enough that our own stuff grows. We need to take on other peoples' stuff. And here's a perfect example.

Well I say that's it. These are the County's parks. It's their obligation to care for their own property. So why are we helping them out when as you can see our costs greatly exceed the County's reimbursement? It's time to not enter into a new agreement, and terminate the old one. It's time to down size and start downsizing our costs. This is the right and smart thing to do.

Respectfully, Aaron Katz

EXHIBIT "C"

August 16, 2022 Board Meeting - Agenda Item 7.8.1 - Proposed Inter Local Agreement With IVGID to Operate/Maintain Two County Parks in Incline Village - Please Remove From the Consent Calendar and For the Reasons Which Follow, Vote NO!

From: <s4s@ix.netcom.com>
 To: <Washoe311@washoecounty.us>
 Cc: <commissioners@washoecounty.gov>, <epricebrown@washoecounty.gov>
 Subject: August 16, 2022 Board Meeting - Agenda Item 7.8.1 - Proposed Inter Local Agreement With IVGID to Operate/Maintain Two County Parks in Incline Village - Please Remove From the Consent Calendar and For the Reasons Which Follow, Vote NO!
 Date: Aug 14, 2022 7:41 PM

Hello Commissioners:

My name is Aaron Katz. I am a full time resident of Incline Village. And I am one of the approximate 8,200 property owners who will be made to INVOLUNTARILY pay the shortfall to IVGID if the proposed agreement is approved. Board members need to understand what's really at play in Incline Village and put an end of the County's use of IVGID to fulfill the County's responsibilities.

Why was IVGID created? What are its limited permissible actions? Let me tell you it WASN'T to perform the County's obligations. Especially for less than its actual costs. It appears you and your staff think IVGID exists to perform all sorts of services the County is responsible for performing. And here we have one of a number of examples.

We have two COUNTY parks at each end of Incline Village on Highway 28 (NOT Southwood Blvd as the staff memo represents). They are not IVGID parks, but COUNTY parks!

So why isn't the COUNTY doing its job of operating, maintaining, irrigating, electrifying, capital improving these parks? Why does IVGID have to be involved AT ALL? We don't have enough to do? And do you really think a paltry \$8,000/annually is sufficient? If so, I have a couple of bridges you might be interested in purchasing in Incline Village/Crystal Bay.

Let me share some facts you likely don't know:

1. You do know that a previous inter local agreement was entered into in 1990. And the County was supposed to reimburse IVGID \$4,000/annually to operate and maintain these two parks. Well do you know that between 1995-2020 the County paid IVGID NOTHING?
2. When IVGID's UNprofessional staff became aware of the fact that IVGID had been paid none of this reimbursement for this 26 years (that's \$104K plus interest for 26 years), do you think they were able to recover it from the County? OF COURSE NOT! Your staff DECEITFULLY describe this fact as "over the years through the 1990's and into the mid-2000's the payment for maintenance in practice was provided through community support payments to IVGID. During the economic downturn in the late 2000's Washoe County ended community support payments (In other words, the County stopped paying in 1995), and neither Washoe County nor IVGID staff recalled the agreement for payment of maintenance of the east and west park through agreement (i.e., NEGLIGENCE). Washoe County and IVGID both look to honor the original agreement for payment of maintenance necessary for the operation of the parks (NO they didn't. Where does the agreement propose that IVGID be paid the at least \$104,000 due?) and a new interlocal agreement has been crafted to define those responsibilities." In other words, going forward rather than backwards. And what "community support?" Certainly NOT the County which was the party responsible for paying these costs. Rather, because IVGID staff didn't do its job, involuntary payments were exacted from local Incline Village/Crystal Bay property owners who had no idea. They didn't realize they were paying to have county public parks available for their use when they were available for every other member of the public's use, whether or not they were paying this "support."

3. Do you think these parks might require irrigation? And electricity? And solid waste (trash) removal? Well do you realize that even though these parks are owned by the county, utility bills are in the name of IVGID. And for

Just 2021, IVGID paid \$2,855.54 for just electricity and water? I haven't yet received evidence of the solid waste disposal bills to IVGID but I expect they will total in excess of \$1,000 annually.

And how much of these costs do you think the County has reimbursed IVGID over the last 32 years? NOTHING! And how much of these costs does the proposed inter local agreement state will be reimbursed by the County in addition to maintenance and operation costs? NOTHING again.

4. And there's pavement at both of these parks, and pavement maintenance. In the last 10 years IVGID has spent \$24,500 on pavement maintenance at both of these parks. Local property owners have been involuntarily assessed these sums. And how much of these costs do you think the County has reimbursed IVGID? Again, NOTHING!

5. And in 2019, how much do you think IVGID staff estimated needed to be spent on pavement maintenance for these two parks in 2022 and 2024? \$55,000! And how much of this cost does the proposed inter local agreement state will be reimbursed by the County? NOTHING again.

Are you getting the picture?

First, no wonder Incline residents are displeased with the way they are treated by the County. You are getting someone else to do the County's job at a fraction of the cost!

Second of all, at \$8,000/year, FOREVER, our in-house maintenance and operational costs will be far greater!

And who do you think will end up having to pay for this malfeasance? Local parcel owners who involuntarily pay IVGID \$780/annually - the \$780 pays for the difference between revenues and expenses assigned by staff to recreation and the beaches. This is close to \$7 million/annually and from staff's perspective, what's wrong with charging local parcel owners to pay FOR THE COUNTY'S RESPONSIBILITY?

Finally, this proposed agreement has NEVER been presented to the IVGID Board. It has NEVER been shared with the public. So why is the County approving an agreement which the IVGID Board has never seen, let alone approved?

The simple answer to the current issue is for there to be NO AGREEMENT WITH IVGID. These parks are the County's responsibility. So do your jobs and relieve IVGID of doing the County's job. IVGID should be doing less and less and a good first step is to remove maintenance and operational responsibilities for these two County parks.

BTW, I can back up all my factual assertions which documents if any of you is interested in viewing.

Thank you, Aaron Katz

These comments are to be made part of the meeting minutes. By Cliff Dobler

Tonight I would like to address the Capital Project Budget.

Isn't it about time to become realistic rather than deal in fantasy.

At the last board meeting, I stated this Board and Staff are out of their minds regarding the ability to execute the proposed capital budgets. Here are a few reasons why.

For the year just ended, the capital budget was \$16.9 million but 53% had to be carried over. The utility fund was even worse with 81.1% of the \$6.9 budget carried over. However there was \$3.3 million in contracts outstanding. The budget for this year is \$53.6 million an unattainable number. Nine major projects are scheduled, all of which are currently in design, and construction cannot even start until May next year. The GM, off the record, at an Audit Committee meeting, told me the District can only handle one maybe two projects per year.

Why budget \$25.4 million this year for the Rec Center Expansion, when only \$2.5 million will be spent on design and the Duffield grant is not firmed up. When construction is ready, then augment the budget. The GM indicates the project will not be completed until the winter of 2024 so why are all costs budgeted this year?

Why budget only \$4 million for Pond #1 when the costs will be close to \$7 million, cannot possibly be done by next June. Mr. Navazio stated the project would not be done unless the Army Engineers provide a grant. Just budget the design then augment.

Why budget \$12.1 million for the Effluent Pipeline when design might be done and approved this fiscal year but construction cannot even start until next June because of NDOT restrictions. Budget design only and if money is needed for construction then augment the budget.

The great fantasy is the Sewer Pump Station #1 which has been on the books since 2018 starting with a \$155K budget which is now \$1.7 million. The CURRENT project summary states the project was to be rebid in the summer of 2020 (never was) and would be completed by June 30, 2021, 14 months ago but is apparently dead. Why is this in the budget?

A budget's primary objective is to determine cash flow. It is not to throw a bunch of numbers on pages with unrealistic expectations. What good does that do. Augmenting budgets, especially in IVGID's case because construction season gap two fiscal years, is a required necessity. PERIOD. Augmenting is not a sin.

For several years I have advocated a budget for design and a budget for construction. Everyone seems to believe this would be the proper budgeting tool yet the same old lousy budgets are completed year after year. For what purpose? To look impressive that you might be doing something?

Good evening,

Gail Krolick, Candidate IVGID Trustee and resident 1410 Tirol Drive Incline Village.

Since Washoe County has been enforcing boat storage and trailer parking on our community streets, I have noticed boats, trailers and RV's have been parking on IVGID property, alongside Ski Way. Diamond Peak parking. Today, I counted 22 in total. Rather than just complain I would like to offer a suggestion. I know my suggestion has been brought up in the past, but I believe it is time to "peel the onion back" to determine if IVGID can charge to park in this area and this can be accomplished without any liability to IVGID and to be ensure we have the community buy in with our neighbors on Ski Way, including Bitterbrush and Tyrolian Village HOA's. Thank you.

Now, I would like to take a moment and recognize the passing of former Trustee Syd Brosten at the age of 93! He and wife, Joanne and their daughter, Tamela were Incline Village community members from 1975 – 2006.

Syd served this community for 8 years and I, and Chairman Callicrate served with Syd on the IVGID Board of Trustees together. Oh, the stories we could share!

A Celebration of Syd's Life will be held at Dahl Funeral & Cremation Service on Friday, September 9th at 1:00PM; livestreamed https://youtu.be/W_6FGQQyMAG.

I mention Trustee Brosten not only to honor a long-time community member, but it also reminds me that change is constant. Whether it be the passing of community members, our children's milestones, or the transitioning of the IVGID Board of Trustees.

We have certainly been in a transition and will continue to be for the next several years and I hope to be a part of navigating our community's future and as Syd would say "LIVE THE DASH!" as we all know time flies by!

Thank you.

Good Evening, Trustees and Public.

Ray Tulloch, candidate for the Board of trustees and 15 year full-time resident.

I would like to make a public statement to refute some of the absurd untruths (aka lies) that are reportedly being spread about me in the community. I would normally ignore this. However, as the sources apparently include a retiring Board member, they may appear more credible to some people. Thus I find it necessary to rebut them publicly.

The first rumor concerns the future of our General Manager. It is being claimed should I be elected it is my intention to fire Mr. Winquest. **THIS IS TOTALLY FALSE!!** I have never made any such statement.

In fact this rumor is deeply offensive, not only to me but, much more importantly, to Mr Winquest. It would suggest that his position is predicated on the patronage of some board members rather than his own merits. I am sure all of our community would agree with me in finding this to be deeply insulting to Mr Winquest and his abilities.

I have spoken with Mr. Winquest about this. He shares my concerns about this rumor. I have an open and respectful relationship with him and have assured him of my support.

The second allegation is regarding golf fees. It is being said that as Chair of the Audit Committee I was responsible for the increase in golf rates this year and that I intend to raise them much more should I be elected. Again, this is completely false and, frankly, laughable!. Golf rates have nothing at all to do with the Audit Committee and were never discussed there. And I have made no statements or expressed any views on golf rates. Current Golf rates were reviewed and agreed by the Board on a 5-0 vote.

As a Trustee I will look for long term sustainable solutions for golf that reflect costs, revenues, subsidies and availability to provide a stable future for our golf courses and golf community, not just short term knee jerk actions.

I thank you all for the opportunity to set the record straight. I have heard similar rumors in the past but ignored it as simply desperate campaigning by rivals.

However given the elevated role in the community of a source in this instance I felt it necessary to speak out. It is disappointing people feel the need to resort to tactics like this.

I will continue to run a positive campaign in the same way as I have to date to deliver a sustainable and responsible future for our community. And I will restate my commitment to listening to and getting input from across **ALL** the community, not just special interest groups. I sincerely believe that is something the Community has a right to expect from **every** Trustee and candidate.

I trust people to make up their minds and to vote for candidates based on facts. And to those spreading the rumors, I would point out:

you are entitled to your own opinions, but not your own facts.

Thank you