

MINUTES

REGULAR MEETING OF OCTOBER 12, 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, October 12, 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, Sara Schmitz and Matthew Dent (via Zoom). Trustee Kendra Wong joined the meeting via Zoom at 6:06 p.m. Trustee Michaela Tonking joined the meeting via Zoom at 6:18 p.m.

Members of Staff present were Director of Public Works Brad Underwood. Members of the public physically present were Linda Smith, Paul Smith, Patrick Schmitz, Ellie Dobler, Cliff Dobler, Mark Alexander, Frank Wright, Joe Farrell, Nancy Carlson, Heidi Hittner, John Eppolito, Aaron Katz, Joe Schulz, Judith Milller, Michael Abel, Yolanda Knaak, Andrew Whyman, Diane Becker, Joe Hittner, Tony Robinson, Charlie White, Steve Dolan, Chris Nolet and others.

C. INITIAL PUBLIC COMMENTS*

Steve Dolan commented that if the Shoreline is the golden ring of our engagement with Lake Tahoe, Third Creek is the perfect diamond on its ring. He thanked District General Manager Winquest, Director of Parks and Recreation Sheila Leijon and Parks Superintendent Steven Phillips for responding quickly to a telephone call he made about a concerned citizen who had found someone playing with a dog in Incline Creek. He noted that Incline Creek has Kokanee Salmon or Trout spawning; typically, there are signs around, but not on Village Green. He stated they found one from years ago that was by the bridge; this issue is being looked into so that dog owners know. He continued the sign typically says March through June and September through October. He stated there is a line of fish waiting to spawn in both of the creeks and that a PhD geneticist has reported that Incline Creek and Third Creek are the two most genetically important creeks on Lake Tahoe. He stated that a gentlemen from the U.S. Forest Service (USFS) has told him that Third Creek is the only creek on Lake Tahoe that is registered with the USFS as a Lahontan Cutthroat Trout habitat. He continued that these entities are all waiting on the arrival because there are 100,000 if the Mackerel have not eaten

them. He noted that in March through June, it is the rainbow and the cutthroat trout, then June through July, it is the orange sided suckers, and in July, it is the red sided Tahoe shiners, then September through October, it is the brook trout, then in October through November, it is the brown and Kokanee Salmon or Trout and in December, the mountain white fish arrives to spawn in those two creeks.

Linda Smith read from a prepared statement which is attached hereto.

Paul Smith read from a prepared statement which is attached hereto.

Patrick Schmitz read from a prepared statement which is attached hereto.

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

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

Mark Alexander commented he is almost at a loss for words with his disappointment with the District General Manager and Board Chairman for their behavior that resulted in intimidation of Trustee Schmitz. He stated there should be no reason for that, it is despicable, and he could not begin to imagine what has caused them to do this. Mr. Alexander continued that Trustee Schmitz actually reads the Board packets, comes well prepared and has more knowledge on stuff than the District General Manager and Board Chairman. He commented it is disappointing to read a memorandum with answers to questions provided by the Director of Public Works and his lack of knowledge on contracts and how to write them. He referenced a response from the Director of Public Works pertaining to liability being on IVGID if they were to buy the materials and make them available. He stated there is a way to write the contract so you indicate how much material you have and leave it to the contractor to get the balance. He stated you do not need to have every nut and bolt. He continued he has only done construction contracting for 30 something years; this is a nonsense and ill-informed message and the Director of Public Works needs some help if this is how he writes contracts. He commented that the help should be coming from the District General Manager; he should be knowledgeable enough in contracting to understand that this is nonsense and you do not write contracts like this. He stated if you could provide materials in advance, secure them, have them available, and inform the contractor via contract of the limit of what the supply is, then the makeup and the balance is on them. He continued you could throw 10% contingency on it, which is a common item to do with materials. He commented that the District General Manager and Board Chairman are out of control.

Frank Wright commented it is difficult living in this community when there are so many things that are wrong. He stated that as a person that has lived here for 45 years, working with the District General Manager, knowing him as a friend, it is sad to come here tonight and say what he is going to say. He stated there are people in the community that are friends and neighbors and the District General Manager has pitted everyone against each other. He mentioned that the comments on social media are pathetic and attacking. He continued that the facts in this situation is a Trustee has been lambasted by people who were recruited by Gail Krolick, Trustee Wong and the Board Chairman; they show up in the parking lot with signs and they aren't here tonight. He commented they wanted to get Trustee Schmitz. He stated District General Manager was the only person negotiating the 26 million dollar project and it was not in writing. He stated the Duffield's were already building and had permits pulled in January and got them secured in August. He commented Trustee Schmitz had nothing to do with it and that the District General Manager sat there idle as she was being attacked by the people in the community, and did not say the information that was coming out was inaccurate and false. He continued there was no 5-0 requirement anywhere and he did not stop it. He stated that he let it go on and on and now, it has gone on for 2 weeks; social media is lit up and he is responsible. He stated there is no documentation anywhere that shows a 5-0 requirement and there is no contract with Mr. Duffield. He continued that it is a pipe dream and Mr. Duffield is building his own facility right now; it's not Trustee Schmitz fault and never was. He commented that someone wanted her off the Board and someone passed out an email and went after her. He stated that blew up and no one said anything which is horrible. He asked how you could work with someone when you do that to someone.

Joe Farrell commented he is a 21-year homeowner in Incline Village; he has lived in the community permanently for the past 3 years, has taken an interest in local politics, and has gotten to know some of the Board of Trustees members. He stated he would like to echo the previous speakers' disappointment on how the Board of Trustees operates. He mentioned he sent an email 3 months ago concerning the first hatchet job that was aimed at Trustee Schmitz. He continued that he listened to the meeting minutes and was horrified by what happened and what was said about Trustee Schmitz. He stated he has been involved with professional associations nationally and internationally and has led thousands of meetings; he thinks the Board Chairman allowed things to happen that should have never happened. He commented that the District General Manager and Board Chairman have the responsibility to control the agenda and the agenda should be presented in an honest and transparent way. He commented there are many innuendos and false statements made about Trustee Schmitz; he thinks it relates to not wanting her on the Board of Trustees and internal politics of any Board should never been handled in public. He stated the District General Manager should have stepped in

and not allowed it to happen; it should happen behind the scenes, as dirty laundry does not need to be aired. He stated Trustee Wong should retract her statement and he is concerned about transparency and honesty of the Board of Trustees. He continued that in reading various publications and social media, it is apparent that the Duffield's received a permit from TRPA on August 24th; they knew they were going to be able to build on their site on Tahoe Boulevard and they started to build. He stated the Board of Trustees and the District General Manager miscommunicated to the community and he does not appreciate that. He mentioned that the attacks on Trustee Schmitz are unnecessary; he is very disappointed. He continued that he hopes everyone will be civil and deal with things in an appropriate matter. He requested a public statement from the Board of Trustees that is intellectually honest about the timeline about how this missed event occurred with the Duffield's.

Nancy Carlson read from a prepared statement which is attached hereto.

Heidi Hittner commented that it would be phenomenal if the amount of energy and passion from the community could be directed in a more positive and productive way. She thanked the Board of Trustees for the excellent facilities at the golf courses this year; both the courses were in excellent condition and the Staff was great. She thanked the Board of Trustees for the enhancement to Diamond Peak with the RFID ski scanning for the passes; it is a great way to improve the experience for the Staff not to have to deal with the scanners and to be able to spend more time with the patrons.

John Eppolito read from a prepared statement which is attached hereto.

Aaron Katz provided written statements to be attached to the meeting minutes. He commented here are the facts of what really happened as far as the Recreation Center Expansion is concerned. He stated that up until the September 27th, no one knew that the Duffield's would not donate construction costs for the Recreation Center Expansion. He continued that public records requests for all of the documents evidencing that statement were requested from Staff and none have been produced because it does not exist. He stated prior to September 14th, no Board nor Staff member knew unanimous Board approval for a scaled down version of the Recreation Center Expansion was a pre-requisite. He continued that the Board Chairman admitted this; he called Duffield on September 27th to learn the reasons why he was withdrawing his donation. He asked why would the Board Chairman ask for something like that if he already knew the answer? He stated that he then called Trustee Wong and that is how she learned of it on the same date of September 27th. He commented that Trustee Schmitz stated she did not know anything about this. He continued that the District General Manager did a

speech at the September 14th meeting where he states he is sharing everything to be transparent with the community, yet, he did not mention anything about unanimous Board approval. He stated that he then turned the meeting over to his wonderful Staff - Project Manager and Engineering Manager to do a statement on the project; he asked did they say anything about a unanimous written approval is required? No, not a word. He commented that the Duffield's never signed anything committing to a donation to cover costs of constructing the Recreation Center Expansion. He continued that there is nothing in the Memorandum of Understanding that says anything about it and in fact, it says the contrary. He stated the Duffield's attempted termination of the grant agreement was ineffective because it did not rely upon a permissible grounds for termination. He continued that it is Mr. Duffield who has breached the grant agreement, not Trustee Schmitz or anyone else. He commented that the Duffield's never intended to donate to fund the Recreation Center Expansion; he applied for a TRPA permit to build his private gymnasium in November of 2021, which was prior to his January 2022 letter. He continued that the Duffield's got the final TRPA approval on August 24th.

Joe Schulz read from a prepared statement which is attached hereto.

Judith Miller commented that what a difference two weeks makes; she is pleased, yet, at the same time disturbed by the comments that had to be made this evening. She stated she hopes it is eye opening for the people that attended 2 weeks ago with such anger and venom; she does not think it is really the nature of many of them but they were incited by one of the Trustees. She commented let us see if we can turn things around. She continued by stating there were many non-transparent activities; she has been asking for many years that the District have Board appointed advisory committees instead of Staff appointed committees that are not subject to the open meeting law. She mentioned that the negotiations need to be out in the public eye on such major projects and not in closed rooms where the public and Board of Trustees does not know what has transpired. She commented she was surprised when she heard there is an expansion at the high school; she is hopeful that the expansion can accommodate a youth center. She stated that perhaps that is an opportunity for a teen center and maybe we can put this behind us. She continued IVGID has enough resources to do many of the things on the master plan and there is no need to do things that were never intended. She commented that the people that were there two weeks ago were only there for one reason and that was to blast Trustee Schmitz. She asked why they were not there tonight looking for solutions and stated she hopes they will come back and let us start working on things that the community wants and work together to achieve.

Michael Abel read from a prepared statement which is attached hereto.

Yolanda Knaak, IVGID Trustee candidate 2022, commented there has been an email sent out putting her in a negative light; she hopes people will go to her website at electyolandaknaak.com to dispel any questions. She pointed out that the first item on her platform is bringing people together through positive and respectful communication. She personally invited everyone to the candidates forum which is October 13th at 6:00 p.m. at the Chateau sponsored by the IVCBA. She commented that a few people approached her with concerns about the dog park being near them.

Dr. Andrew Whyman commented he has two issues he would like to discuss; one of them was prompted by events that occurred over the last 20 years and are backed up by comments made last night at a meeting about homelessness in the community. Secondly, he mentioned he tried to get a seat today at the Chateau to get something to eat at 4:00 p.m., at which time he was told all the tables were reserved and they were understaffed with only one person working. He noted he eventually got around it and was able to get a table. He challenged the Board of Trustees and future Board of Trustees to seriously address the issue of workforce housing in the community. He stated this is an issue that came up about 20 years ago; it was voted down 3-2. He continued that he does not know if there has been any serious communication in the community about the need. He stated that the community is deficit staff and there will be a lot of community people and no Staff to take care of them. He mentioned it is an interesting circumstance when Staff is told they can work here but cannot live here. He commented that responsibility regarding the Duffield debacle is across the board. He continued that he holds the Board of Trustees, individual Trustee members, Staff, a number of members of the community and the Duffield's responsible. He mentioned that if the Duffield's had a serious commitment in making this happen, it would happen, and it could still happen, but he does not believe they have the commitment.

Diane Becker commented the IVGID Trustees have many important business matters to thoughtfully address through the end of 2022 including critical issues of the effluent pipeline and the protection of the beaches; she is asking the Board of Trustees to turn their efforts towards solving those issues. She asked that the Trustees stop becoming involved in the personal attacks against Trustee Schmitz and stop calling for more Board Meetings to rehash the Recreation Center Expansion project. She stated that it is clear that Trustee Schmitz did not vote against the project in spite of Trustee Wong's email to the contrary. She continued that Trustee Schmitz voted in favor of the letter of support and signed the letter which stated "*the Board of Trustees expresses its unanimous support for the Recreation Center Expansion project*" and "*the Board would like to take this opportunity to pledge the support of the project as newly designed*" and "*there is a*

full commitment to take the project through completion". She commented that in a latter narrative, supposedly all of the Trustees knew at the time of the vote for the new design that a unanimous Trustee vote was required, which is clearly not true. She stated what bothers her the most about the project is something that a friend said which was that the loss was caused by the way all the Trustees act. She mentioned this is a concern to her for the future because she spent many years representing the Owner of a business, with contributions and donations of millions and millions of dollars, and she would be concerned, as a donor, donating to an entity with a governing board that is dysfunctional. She stated she urges the Board of Trustees to work together respectfully and professionally; she hopes each Trustee will think about what participation they had. She stated she knows it is hard when members of the public can sometimes be aggressive towards them, but they can't let that start to impact the way they work with each other or the respect they show for the public because everyone should be courteous, professional and diligent; she hopes that they will be. She stated the public does not need any more of the anger interfering with the Board of Trustees work and when she comes to make public comment in the future, she hopes it can be on matters relating business issues affecting IVGID as she has had the privilege of doing many times in the past.

Joe Hittner commented that things were wonderful at the courses and he is looking forward to the changes at the ski resort. He commented that the staffing issue and workforce housing ideas are real things that need to be discussed. He stated he has not been to a Board meeting in a while; he referenced words like hatchet job, anger and venom that have been brought up. He mentioned that the Board of Trustees are always being named and it is a hatchet job on all Trustees, including Trustee Schmitz. He commented that it is terrible; the community does not rally behind the Trustees or work with them. He continued that it is the same group of individuals that come and beat up the Board every few weeks and he is ashamed to see that. He stated the Duffield's have not reneged on anything in the community yet; he referenced the expanded services in the high school, added gymnasiums and the added easement behind the Ponderosa trail for the cyclists. He stated something set the Duffield's off and he would like to know what happened but the bottom line is the community does not have 26 million dollars. He continued there are many people defending Trustee Schmitz, which is super; but what he would like to see is pass the hat and get the 26 million dollars back, which will be a real boon for the community.

Tony Robinson thanked the District General Manager and apologized that he has to put up with what he does. He commented that people have been complaining before District General Manager and now there is an amazing person, and they are still complaining. He asked the District General Manager not to lose hope and

stated they are a minority. He continued that the same people, who have been complaining repeatedly, which costs the taxpayers thousands, are not from here and moved here because they did not like what they had in California. He continued now they are coming here and complaining; the last time he checked, this place is awesome. He stated that he is disappointed with what Trustee Schmitz did but he is not mad at her and is not going to call her names. He continued that people come up and call people names which is not the type of neighbors and community he wants to live with. He noted he would agree to disagree and if there is a problem, it be discussed. He commented that the Duffield's action speak louder than words and that he has done what he has said he will do and they have been a blessing to the community. He mentioned that it is a sad situation with the same people who are complaining about how corrupt Mr. Duffield and the District General Manager are. He asked Trustee Schmitz not to align herself with them and mentioned they have cost the community money. He stated these people are not cool and do not represent the community. He asked if there is any chance to resurrect this and get the funds back for the betterment of the community; there has to be a way, other than calling people names.

Charlie White thanked the Board of Trustees and mentioned it is not an easy job being a representative of the public and listen to comments that you can't necessarily respond to in the moment. He thanked the District General Manager for being a reliable source to the community and the youth. He commented that he finds it funny to hear people ask where others are tonight and explained that others have kids in school, etc. and it is hard to get away. He continued that it is great if you are retired and can be at every single meeting for 3 hours at a time; the rest of us that have kids that are at home and we would have to find a babysitter. He thanked the community members, including the ones he totally disagrees with. He mentioned he studied history and was a history teacher for a decade and he does not have a problem with stark contrast and absolute disagreement in the extremes with people on the fringes of each side; he thinks that is great, healthy and makes the country so alive and beautiful. He commented there is a line where he does not agree with condemning, shaming or silencing people because they disagree with someone. He stated for the people who want to claim they want to have productive dialogue and a better community, and at the same time, stoop to the level of the people that are the problem, they are doing the same thing and are no better. He continued that when this happens, it is contributing to the problem and not the solution. He commented that he is looking forward to future dialogue where everyone can get together and have constructive conflict; conflict that is productive and get the community somewhere together. He commented that if you are not willing to show up to that conversation, to swallow your pride, let go of your ego and show up to a healthy conversation, then maybe you should step out of the

conversation and do something else with your time. He continued; if you want to contribute to something productive, don't shame someone into silence.

Chris Nolet read from a prepared statement which is attached hereto.

Unidentified female caller commented that she was at the September meeting and she is in attendance at tonight's meeting; she does not appreciate the fact that people think that people with kids or careers do not care about the community. She mentioned that the fact that people showed up at the last meeting and had opinions, should be warning to those who showed up tonight with a different opinion, that is how they feel when they feel that strongly about something. She expressed her support for the Duffield Foundation and mentioned they have been extremely generous; they are willing to help with a variety of issues throughout the community, which has been amazing. She thanked the IVGID Staff, especially the District General Manager. She mentioned that he has an often thankless job and has been hammered tonight for no other reason than doing his job. She continued that he often has to disagree with people and deliver bad news; she wants him to know the community supports him and the Staff and appreciates everything that he does. She thanked all of the Trustees, including Trustees Schmitz and Wong. She continued that Trustee Wong has dedicated years to service her community, and yet, she is repeatedly attacked by people who are angry that people attacked Trustee Schmitz. She commented that if you are sinking to that level, you are no better. She thanked the Board of Trustees again and acknowledged that it is a thankless job. She mentioned that her issue with Trustee Schmitz is not that she has a different opinion because she appreciates that, it is that she has split her vote; she voted against the program on one hand and voted for it on another. She stated she appreciated all that Trustee Schmitz does but she wishes she would take a stance. She continued that she does not appreciate the group of litigious people that come up and repeatedly criticize people like the District General Manager and Board Chairman, the people who are putting themselves out there to better the community. She stated she thinks those people have cost the community an incredible amount of money and she does not know if some of the litigation has been settled and suggested that the focus be on that instead of the comments made by Mr. Katz. She commented she watched several people go after Ms. Krolick after her comments last time and now they are all coming back to say it is her fault. She mentioned that she is raising kids in the community and wants them to have access to programs and a positive community.

Helen Neff commented that there has been so much information circulating in the community and online regarding the Recreation Center Expansion and in an effort to understand the situation it would be greatly appreciated if the Board could provide answers to the following questions as soon as possible. She asked; have

there been other motions in past meetings that have come before the IVGID Board that have required a unanimous vote, and if so, has that information been communicated to the Board either in the Board packet or verbally in the meeting prior to calling for a vote? She asked what is stipulated in Nevada Revised Statutes (NRS) regarding procedures when a motion requires a unanimous vote at a general improvement district meeting? She asked if the District General Manager's reply to the September 18th email from Executive Director of the Duffield Foundation has been made available to the Board of Trustees and the public, and if not, when will the written reply be available, or does a citizen have to make a public records request to see the reply? She asked if the Duffield Foundation provided written information regarding the cause for the termination of the agreement and if so, could the information be made available to the public, or does a public records request need to be made? She commented that she is grateful to the Duffield Foundation for all they have done for Incline Village. She continued that she appreciates the hard work of the Board of Trustees and Staff but not the personal attacks, the blame or the calls for the resignation of a Trustee. She stated these actions serve no worthwhile purpose in the community and suggested focusing on accurate facts, including where the breakdown in communication occurred; she relies on the Board of Trustees to provide this information. She thanked the Board of Trustees for making the background on the communication and voting process available to the public promptly.

D. APPROVAL OF AGENDA (for possible action)

Board Chairman Callicrate asked for any changes to the agenda; District General Manager Winquest stated he would like to pull Reports to the Board Item E.1. from the agenda. Board Chairman Callicrate noted there was a correction to agenda Consent Calendar Item G.1. and explained the amount should be \$409,000 and not \$409,379. Trustee Schmitz stated some of the language on the contract changed and she has a few items to point out to legal concerning Consent Calendar Item G.1.. She asked District General Counsel Nelson if the item needed to be pulled off the Consent Calendar, as there are contract language changes? District General Counsel Nelson responded yes. Board Chairman Callicrate indicated the agenda is approved as revised.

E. REPORTS TO THE BOARD*

- E.1. Annual Audit Committee Report** - Reconciliation to Annual Comprehensive Financial Report (ACFR); Report by Director of Finance Paul Navazio (Requesting Trustee: Trustee Matthew Dent) – carried forward from the September 28, 2022 Board of Trustees meeting (*removed from the agenda in its entirety*)

E.2. Verbal Update from the Audit Committee

Audit Committee Chair Michaela Tonking reported that there was an Audit Committee meeting two weeks ago. She provided an update on what transpired during the meeting which included that she was appointed the new Audit Committee Chair, introductions of each committee member and an update by the auditor on the status of the audit. She stated the auditor is currently looking at all of the information they have been provided and that Staff has been timely with getting the information to the auditor. She continued that the auditor walked through the scope of the audit and the scope of the two additional audits as well. She reported there is some testing the auditor needs to do for the regular audit that is similar to the testing they will do for the additional audits but it will be completely different materials used for the testing. She mentioned that the Audit Committee members have been tasked to compile a list of things they think are important for the Audit Committee to look at moving forward, which will be discussed at the next meeting.

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

District General Manager Winquest reviewed the submitted materials. He reported the next Board of Trustees meeting is slated for October 26th; Staff currently does not have anything to place on that agenda. He stated Staff is going to recommend cancelling the meeting unless anything comes up. Board Chairman Callicrate mentioned he does not have an issue with that since there will be a special meeting on October 20th to discuss the Recreation Center Expansion. Trustee Schmitz mentioned she is not able to make the meeting on the 20th and the issue for her is that the October 26th meeting has been on her calendar since it has been on the long range calendar; she would prefer to have the special meeting on October 26th as she is not available on October 20th and she would like to be at the meeting. Board Chairman Callicrate stated that after the September meeting, he mentioned there would be a special meeting to address the Recreation Center and get the factual information out to the community since it has not gotten out in its entirety. He mentioned that 4 of the 5 Board of Trustee members are available on October 20th. He continued he would like to have the meeting sooner than later and feels it is appropriate to get the information out to settle everything and move on. He noted that Trustee Wong is not available on October 26th. Trustee Dent mentioned that he did not confirm that he is available on October 20th. Trustee Tonking mentioned that she likely has a conflict on October 26th. Board Chairman Callicrate mentioned he does not want to move the meeting from October 20th to October 26th as it is a timely issue. Trustee Schmitz stated her lack of availability is different from Trustee

Wong's lack of availability; she would like to object to this as she feels it is important for her to be there as she has been the subject of considerable ridicule. She mentioned that she would also like to have a complete project closure report at the special meeting and for the closure report to include lessons learned. She continued that she thinks it is important to reflect on what was learned and what the takeaways are; she feels that is much more important than a timeline. She stated she would like to identify process improvements including communication and a financial report because she believes the District has financial accountability and responsibility. She has some ideas for lessons learned and can share those. She continued that she thinks it is important that instead of casting blame, do an element of reflection, which is the purpose of a complete project closure report. She stated she is disappointed that the Board will not schedule the special meeting so all Trustees are able to attend and suggested that the meeting be moved to November 9th. She mentioned she is not sure what the urgency is just for a timeline and she thinks it is most important to have information about the lessons learned and how to do a better job in a similar situation in the future. District General Manager Winquest stated Staff would not be prepared to provide a project close out report and asked if Trustee Schmitz was referring to a project close out by the Trustees. Trustee Schmitz responded that it would be as a group to include the Board of Trustees and communication. Trustee Tonking stated her understanding of a special meeting was not to cast blame but rather to get a timeline out because of all of the confusion that is going on. She continued she is ok with having that meeting to solely discuss the timeline only at the special meeting and suggested that the project closure report be conducted at the November 9th meeting. Trustee Dent stated that he thinks lessons learned is a great point. He continued that the blame falls on the Board of Trustees and there is blame that can fall on IVGID in its entirety. He stated that members of the community have the facts because they have watched the meetings, conducted research, and have made records requests. He raised the question on how to do better next time and mentioned that in the past, there has been communication that has gone out, but with this situation; chatter has been allowed to continue. Trustee Tonking suggested that the timeline be agendized for October 20th and the project closure report be agendized for November 9th. Board Chairman Callicrate reiterated the purpose of the special meeting and noted the purpose is not to discuss the individual character of any Trustee. There was additional discussion amongst the Trustees on this issue. District General Manager Winquest stated there is a lot of misinformation circulating in the community and he apologized for that. He recommended that the special meeting be scheduled so that a factual timeline can be provided. He stated he would present the information and allow for questions and discussion with the Trustees and mentioned there is no reason to have a meeting to attack anyone's character or place blame. He stated the community needs to move on from this but he does believe that a discussion on the record and a presentation on the

factual timeline of the events is important. He continued that it is not just about putting out the facts but it is also about narrative describing some of the factual information so everyone is clear exactly how everything occurred. District General Counsel Nelson recapped the purpose of the proposed special meeting on October 20th. He explained that personal attacks are not consistent with the Code of Conduct and that NRS has specific rules about providing special notice to anyone whose character, competence, etc. might be discussed in public; if this notice is not provided, then it cannot be discussed at the meeting. Trustee Schmitz provided clarification that lessons learned are never to be accusatory but rather ideas for help in the future. She asked if she and Trustee Dent will be able to have the materials in advance and provide written comments prior to the meeting since they will not be able to attend? She stated she would prefer to have the meeting when all 5 Trustees are available. Board Chairman Callicrate stated the special meeting will be held on October 20th and then the Board of Trustees Meeting will be on November 9th. District General Manager Winquest then continued with the review of the submitted materials. Trustee Schmitz asked Trustee Tonking if the new Audit Committee would like to have the opportunity to review the whistleblower policy before it comes back to the Board. Trustee Tonking responded yes, that would be ok. Trustee Schmitz asked that the target be that the whistleblower policy then come back to the Board of Trustees in January. Trustee Wong mentioned that she has a conflict on November 9th and it might be close to 8 p.m. before she can join the meeting. Trustee Dent suggested putting the topic of electing officer positions on in January. District General Manager Winquest responded with yes, and mentioned he is working with the District Clerk to get more items populated to the long range calendar. Trustee Dent thanked Staff for adding the 3-4 items associated with the review of the District General Manager and the goals to the long range calendar. Trustee Schmitz mentioned that she had asked that the long range calendar include the Audit Committee and Board of Trustee meetings so that they have the timing for the Annual Comprehensive Financial Report. She asked when the Board of Trustees would be able to see a Burnt Cedar project closure report? Director of Public Works Underwood responded that they are waiting on final payment from a vendor and once he has this information, the report will be ready. Trustee Schmitz asked if item H could be removed from the parking lot list pertaining to the Crystal Bay pumping station, as it is part of the infrastructure master plan. District General Manager Winquest responded with yes. Trustee Schmitz asked that parking lot item F be added to the January meeting agenda for the new Board. She referenced parking lot item D pertaining to the list of contracts that need to be reviewed annually by the Board of Trustees and asked what the target date of completion is. District General Manager Winquest responded that the District has been getting through the transition of onboarding the new District Clerk and he will work with the Director of Administrative Services to provide a deadline by the next meeting.

G. CONSENT CALENDAR (for possible action)

G.1. SUBJECT: Approve a professional services agreement to develop the Utility Infrastructure Masterplan, Project: 2097DI2202 – Fund: Utilities; Division: Shared; Vendor: Farr West Engineering, in the amount of \$409,379, plus approximately 10% contingency (Requesting Staff Member: Director of Public Works Brad Underwood) (*moved to General Business Item H.0.*)

H. GENERAL BUSINESS (for possible action)

H.0 SUBJECT: Approve a professional services agreement to develop the Utility Infrastructure Masterplan, Project: 2097DI2202 – Fund: Utilities; Division: Shared; Vendor: Farr West Engineering, in the amount of \$409,379, plus approximately 10% contingency (Requesting Staff Member: Director of Public Works Brad Underwood) (*was Consent Calendar G.1.*)

Trustee Schmitz stated the Board received updated language to the contract earlier; she noticed there were exhibits listed for scheduling and budget but the exhibit titles do not exist in the new contract. She noted the reference to the schedule of charges, budget and other items and mentioned there is language in the new contract that no longer has an associated exhibit; she suggested the language be cleaned up. District General Counsel Nelson agreed and explained that the schedule of charges is referring to the labor rates.

Trustee Schmitz made a motion to approve a professional services agreement to develop the Utility Infrastructure Masterplan, Project: 2097DI2202 – Fund: Utilities; Division: Shared; Vendor: Farr West Engineering, in the amount of \$409,000, plus approximately 10% contingency and to authorize \$39,621.00 in contingency to allow for unforeseen work that has been official for the completion of the Utility Infrastructure Master Plan and authorize Staff to spend up to this amount if needed, along with the additional language modifications in the contract. Trustee Tonking seconded the motion. Board Chairman Callicrate asked for further comments, receiving none, he called the question and the motion was passed unanimously.

H.1. SUBJECT: Review, discuss and possibly approve refunds to charity golf events in 2022 (Requesting Trustee: Trustee

Michaela Tonking)

Trustee Tonking stated that when the Board of Trustees passed the pricing policy for nonprofits, it was late in the year and many of the non-profits had already budgeted what it would cost to do the fundraisers; she noted that nonprofits already have a tight budget. She is suggesting that the nonprofits be reimbursed and be given the original rate for this year and then enforce the pricing policy going forward. Board Chairman Callicrate mentioned he would not be voting on this item due to a potential conflict of interest and his relationship with some of the nonprofits in question. Trustee Wong mentioned that she must also recuse herself from voting on this item due to a potential conflict. Trustee Schmitz stated she reached out to Staff and learned that St. Francis paid the \$2,000 fee so they should not be included, as this does not apply to them.

Trustee Schmitz made a motion to approve issuing refunds/credits to 3 charity groups – Hospital Auxiliary, Kids & Horses and Tahoe Children’s Fund who held golf events this fiscal year in the amount of \$2,290.00 for a total of \$6,870.00. Trustee Tonking seconded the motion. Board Chairman Callicrate asked for further comments, receiving none, he called the question and the motion was passed with Trustee Schmitz, Trustee Dent and Trustee Tonking in favor. Board Chairman Callicrate and Trustee Wong abstained from voting.

- H.2. SUBJECT: Review, discuss and possibly authorize IVGID Director of Public Works or his designee to direct, via a Work Order, Granite Construction to obtain competitive bids for approximately 8,000 lineal feet of pipeline materials for the Effluent Pipeline Project, Project: 2524SS1010 – Fund: Utilities; Division: Sewer and to bring those competitive bids to the IVGID Director of Public Works or his designee for review and future recommendation to the IVGID Board of Trustees for purchase (Requesting Staff Member: Director of Public Works Brad Underwood)**

Director of Public Works Underwood reviewed the submitted materials and introduced John O’Day with Granite Construction who joined the meeting via Zoom. Director of Public Works Underwood explained that the item is to seek permission to work with Granite to competitively bid 8,000 lineal feet of pipeline materials in efforts to start the project next summer. He explained there is an urgent need to do the construction early on because of a Nevada Department of Transportation (NDOT) project where there are conflicts. He

stated that Staff met with NDOT earlier in the year in an attempt to resolve some of the conflict by redesigning some of their work but NDOT determined they could not do that. He stated they already have a contractor and there is one more season of construction left. He continued that the intent is to get started on the work early in the season and be done sometime in July so the NDOT contractor can complete their work. He explained that they need to do the purchase early because the pipeline is needed in order to do the work; with market volatility and lead times, it can take up to 6 months to get materials. He continued that he feels Granite Construction is in a better position to do the ordering because they do it all of the time; they will be responsible for any damages and storing the material. He mentioned there were some questions received earlier in the day from Trustee Schmitz which he responded to and he wanted to clarify something. He explained that the work is not in Segment 3 at all but rather all in Segment 2, which is the higher-pressure segment with steel pressure line. He continued that because they are doing the work in the area for the NDOT project; the intent is to do work on either side of it to complete the work on the specific pipe material that will be used, rather than moving around and doing different pipe material. He explained that Segment 3 has had more leaks and issues but that Staff thinks the risk is higher on Segment 2 because it is the higher-pressure pipe and they are unsure of the condition. He stated that they have been able to do repairs on Segment 3 relatively quickly with no issues. Mr. O'Day stated this is a specialized project and there are only 2-3 manufacturers for cement ordered pipeline in the United States. He explained that what used to take 6 weeks, now takes a minimum of 6 months depending on the vendor. He continued time is of the essence in order to hit schedule next spring; he has been working closely with IVGID Staff to reach agreements on quantities of piping, fittings, etc. He concluded that he would continue to work with IVGID to ensure they have what they need and nothing is missed with the first order, along with the seeking competitive bids. Trustee Schmitz inquired about some comments made during the public comment portion of the meeting concerning the responses to the questions posed earlier in the day. Director of Public Works Underwood stated that they are not reviewing a contract document but rather his responses to questions; he does not feel Staff is in the position to do the ordering and oversee it and make sure the materials are not damaged. He continued that he could not store 8,000 lineal feet of pipe. He stated that with lead-times and in the future, they are hopeful they will bring the Guaranteed Maximum Price contract instead. Trustee Schmitz inquired about the markup. Director of Public Works Underwood explain that it was part of the Granite documentation and it is a negotiated item which he thinks Granite is open to work together on this item. He mentioned they would work on this and bring

something back to the Board of Trustees that will work for both the District and Granite Construction. Trustee Schmitz asked if the segments could be named the way they were before, along with updating the project summary. Director of Public Works Underwood responded yes. Trustee Dent inquired about the contingency amount and suggested using time and material with a cap on it. He asked if the markup is 10% when it comes to a typical NDOT job and with using the time and material method when procuring materials? Mr. O'Day stated he did not know the answer but said he does believe it is 10%; he would confirm. Mr. O'Day mentioned that when they do talk to the material providers, they would need to find out if they can store the material at their facility; Granite would coordinate the delivery to avoid things like double handling the material and weather concerns. Trustee Schmitz asked what costs will be incurred for Granite to obtain the competitive bids. Mr. O'Day described another project they worked on and provided an example of how the costs were determined. He mentioned that Granite had a separate procurement of materials contract with NDOT on the project; they solicited quotes, selected vendors and had the materials delivered to the NDOT yard. He stated Granite was compensated for the time they spent on soliciting, advertising and coordinating anything to do with that purchase; he mentioned there was no markup on the materials. He continued that as of now, they have markup for when they get to a construction contract but they are technically not in a construction contract yet. He mentioned they would be proposing to do something similar like they did for the NDOT example he provided. It was noted that there is no purchase at this time, but a request to allow the District to work with Granite to come back with competitive bids for the 8,000; the District will be back before the Board of Trustees to make the award for the material purchase. Director of Public Works Underwood mentioned that if IVGID ordered the material, they would be responsible for the condition of the material, and if Granite orders the materials, they are responsible for it until it is in the ground. Trustee Schmitz asked if Granite Construction would be compensated to obtain competitive bids. Director of Public Works Underwood responded that it would be part of the award; compensation as part of the markup.

Trustee Schmitz made a motion to authorize IVGID Director of Public Works or his designee to direct, via a Work Order, Granite Construction to obtain competitive bids for approximately 8,000 lineal feet of pipeline materials for the Effluent Pipeline Project, Project: 2524SS1010 – Fund: Utilities; Division: Sewer and to bring those competitive bids to the IVGID Director of Public Works or his designee for review and future recommendation to the IVGID Board of Trustees for purchase. Trustee Tonking seconded the motion. Board Chairman

Callicrate asked for further comments, receiving none, he called the question and the motion was passed unanimously.

I. FINAL PUBLIC COMMENTS*

Dr. Andrew Whyman commented he thinks it is critical that Trustee Schmitz attend the meeting whenever it occurs. He understands that the meeting is a historical meeting, a meeting where there will be discussion on what happened and how it happened. He stated whoever puts the history together makes certain determinations. He continued this is not written in stone; the victors write history and there will always be things that will not be included in the history. He commented that given that Trustee Schmitz was one of the individuals in which an enormous amount of vitriol and commentary was addressed to, he does not think it is constructive to have a meeting where she cannot attend. He continued that he assumes that Trustee Schmitz will remain as a Trustee for the next few years and Trustee Wong will be gone in short order. He stated that moving forward there should be a constructive dialogue; lessons learned is important and one of which is how the community can constructively learned to communicate with the Board of Trustees. He continued that what the community does, how they do it, what they say and how they say it has influence far beyond what they say; it influences how members of the Community actually think about the Board of Trustees and members of the community. He stated he thinks it would be a mistake to have a meeting without Trustee Schmitz.

Mark Alexander commented that if there is a target on someone's back, at least have them be at the meeting to be present and participate in the meeting. He stated that he just listened to Director of Public Works act like amateur hour; he is extremely disappointed that this is how he goes about doing business. He continued that Granite Construction mentioned they are going to leave the materials at the manufacture's lot or somewhere else, they are not holding it at their own yard. He asked why can't he negotiate and stated it is not complicated. He stated there needs to be a material take off (MTO) and it is an elementary basic type of acquisition where you need the spec, MTO and components. He asked what is so hard about it to where you need to go get someone else who has not yet indicated what they will charge? He stated that in his world, he would be fired if he agreed to go ahead and do that and he works for a civil contractor, one of the largest in the world, and he was the head of commercial for it. He continued that they have yet to pick up the telephone and ask him if he could help with any of the processes. He commented that the processes are sad and he has been saying that for 20 years; this is why he stopped coming to the meetings because it gets his blood pressure up too high to listen to the nonsense when you don't have work processes established. He continued that if he listens to what Director of Public

Works just said and the designated agent just said, they have the cart before the horse. He mentioned he was the one who advocated for the pipeline years ago but it was not done, so now there is an emergency situation and emergency practices are being applied to get it done; that is sad and that was under Board Chairman Callicrate's watch.

Michael Abel commented that he heard a public comment that he and others have been wasting IVGID's money and he takes objection to that. He stated IVGID has 17 million dollars in the Community Services fund and 12 million dollars in the Utility fund; the real waste is that IVGID has wasted time on projects that have not been completed. He stated he spoke to the District General Manager 2 years ago about working on the pipeline and their just getting off their tail now. He continued that Board Chairman Callicrate's record, as a fiduciary is one of failure, lack of accountability and discord. He read aloud the following items – the approval of the ACFR full of inaccurate information, a lack of oversight on contracting, the disastrous Mountain Golf course path, massive overspending on the Burnt Cedar Pool where contracts were issued for 4 million dollars in excess of available resources of 2.5 million dollars violating NRS, continual attacks on Trustee Schmitz, unjustified raises for the District General Manager, dishonest and criminal attempt to gain another term as Trustee, the insanity of hiring a \$56,000 headshrinker to counsel the Board and using him as a hammer on Trustee Schmitz, tolerating Trustee Wong's absence at Board of Trustee meetings, wasting time and \$330,000 on the ill faded holding pond initiative, allowing IVGID Staff members to continue unapproved accounting practices, leaving the District General Manager in charge of the ballfield renovation with the Duffield Foundation where IVGID was supposed to pay nothing but ended up paying \$400,000, made no effort to collect overpayment to PICA, spent \$277,000 on design and renovation of the tennis center when normal architectural services should not have been over \$70,000 and the stupidity of spending \$250,000 on the losing lawsuit with Mr. Smith. He stated Board Chairman Callicrate and Trustee Wong are feckless and lazy and have failed the property owners. He continued that they do not demand hard work and excellence from the IVGID Staff, do not demand production from the Staff and do not spend time reading the Board packets.

Yolanda Knaak, IVGID Trustee candidate 2022, referenced the special meeting to be held on October 20th and asked why wasn't the whole legal process of cause and cure utilized?

Raymond Tulloch, IVGID Trustee candidate 2022, commented he is very disappointed; he referenced social media, lies, etc. and stated now there is going to be a special meeting to discuss the timeline with only 3 Trustees there, with 2 of whom will be off the Board within 2 months. He continued that it appears it is

important to have some Trustees there more than others and it seems weird. He commented that if you look at social media, people are already concerned about back door deals, certain people being given certain information and not others, no common sharing of information, etc. and now there is going to be another meeting but certain Board of Trustees are being kept from attending. He asked what will be discussed at the meeting if the meeting is just to discuss a factual timeline and what is there to discuss if it is factual? He stated he fails to understand that given the public outcry and mentioned shouldn't the timeline be prepared by an independent third party? He asked how the parties involved can realistically prepare a genuine timeline? He continued that the only way the community will rest is to have an independent investigation and not just a public meeting which has already been leaked to some candidates. He commented that maybe if you are BFF's with the Board Chairman, you get information prior to when the public gets it. He stated that it is not in compliance with the open meeting law. He continued that it has been publicly discussed on social media by another candidate and asked if that gives the public confidence that it will be a factual and open discussion? He stated he thinks the Board of Trustees can do better than that. He mentioned that the public should take notice that some candidates are being rational and are not trying to raise up a mob to complain based on incorrect facts. He continued this needs to be looked at responsibly and thoughtfully as adults and not with emotional outbursts. He stated if their political campaign is slipping, this is a good opportunity to resurrect it but he does not think it does the public any favors; the public deserves an independent review and not a report by 3 out of 5 Trustees.

Patrick Schmitz commented that he echoes the concerns of other constituents and thinks that Trustee Schmitz should be at the meeting; there has been a lot of negative impact to her from social media. He stated that the meeting has already been announced that it will be at the Chateau and if you talk about restoring trust; all Trustees need to be there and have a meeting that is transparent and talks about what took place. He continued that if certain Trustees are not allowed to be there because they have certain appointments, yet working around other Trustees schedules to ensure that they are there, is just not building trust. He stated that Trustee Schmitz should be part of the meeting, even if it is scheduled in the morning, but to go ahead and override her concerns and have the meeting without her is not right for the community.

Diane Becker commented that her understanding was that the purpose of the October 20th meeting is to provide the public with a timeline on the Recreation Center project with a full, fair and transparent discussion. She asked how this can be done when 2 of the 5 Trustees are not available; she does not believe that there can be a full and fair discussion without the participation of Trustees Dent and Schmitz. She stated the purpose should be on reconciliation amongst community

members and the Trustees. She continued that she understands that both Trustee Dent and Trustee Schmitz advised the District that they were not available on October 20th and asked for a different date. She mentioned it is also her understanding that 1 candidate for Trustee and 1 former Trustee have called for members of the public to come to the October 20th meeting at the Chateau, before it was set. She stated reconciliation is needed and not more deals where people are setting up meetings behind people's back or when people are unavailable. She continued that the members of the public need to understand what happened and have trust in the Trustees; she does not understand why the Trustees are proceeding in this manner and how there can be a non-emergency meeting on a date when 2 Trustees have advised they are not available without trying to find a different date that is mutually convenient for all Trustees. She thanked the Board of Trustees for considering her request to move the meeting to a different date when all Trustees are available.

J. BOARD OF TRUSTEES UPDATE

There was no update.

K. ADJOURNMENT (for possible action)

The meeting was adjourned at 8:40 p.m.

Respectfully submitted,

Melissa N. Robertson
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 Linda Smith

Submitted by Paul Smith: Ref E1 Audit Committee Report

Submitted by Nancy Carlson: Termination of the Recreation Center Expansion Project

Submitted by John Eppolito

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular October 12, 2022 Meeting – Agenda Item H(2) – Authorizing Staff to issue work order to contract with CMAR (Here Granite Construction ("Granite")) to perform in-house Staff's duties pertaining to bidding/purchasing/delivery of 8,000 lineal feet of replacement effluent pipeline pipe

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular October 12, 2022 Meeting – Agenda Item C – Public Comment – The true timeline of events leading to the Duffield's breach of the grant agreement for reimbursement of proposed Recreation Center Expansion design expenses

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular October 12, 2022 Meeting – Agenda Item H(1) – Refunding a portion of fees favored non-profits paid/agreed to be paid to use the public's Championship Golf Course for their fundraising purposes

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular October 12, 2022 Meeting – Agenda Item C – Public Comment – The Board's approval of Staff's request to increase the General Manager's spending/contracting authority to \$100,000 without Board approval.

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular October 12, 2022 Meeting – Agenda Item C – Public Comment – The Board's adoption of a Code of Conduct at its September 28, 2022 meeting

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular October 12, 2022 Meeting – Agenda Item C – Public Comment - The Board's approval to pay attorney Beko's last billing in the Mark Smith public records concealment action without demanding accountability

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular October 12, 2022 Meeting – Agenda Item C – Public Comment - Do your damn jobs of not retaining

dirty employees Bree Waters and Indra Winqest, and disciplining dirty Trustees Tonking and Wong

Submitted by Aaron Katz: Written statement to be attached to and made a part of the written minutes of the IVGID Board's regular October 12, 2022 Meeting – Agenda Item E(2) – Proposed Recreation Center Expansion modification

Submitted by Joe Schulz

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

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

Submitted by Mike Abel

Submitted by Chris Nolet

STATEMENT TO THE INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT
BOARD OF TRUSTEES

October 12, 2022

Submitted by Linda L. Smith
1437 Tirol Drive

I would like to address the Trustees regarding agenda item #E1, reports to the Annual Audit Committee Report. As a property owner in this community for over 24 years I am deeply concerned about the ability of some Trustees to exercise their fiduciary responsibilities to this community and their inappropriate request to Trustee Schmitz to resign.

A fiduciary duty is more than oversight of funds and audits, as critical as they items may be. It is also examining and questioning how management performs, how contracts are handled, and how communications are disseminated.

Regardless of your position on what caused the Duffield Foundation to withdraw its offer to help build a recreation center, there was a lack of transparency, miscommunication and possibly deceit in how this affair was handled. Ms. Schmitz correctly recognized that a Center without a gymnasium did not meet the needs of Incline Village's families. She voted accordingly.

It is flat-out wrong to impugn the character of Trustee Schmitz and to call for her to resign. It is also wrong to send out e-mails, as Trustee Wong did, to the community based on misstatements and misinformation. I am dismayed that several candidate trustees did not do their homework and simply parroted false statements. As Trustees you may disagree with each other, but you have a fiduciary responsibility, as public officials, to get your facts correct and behave professionally toward each other.

Fortunately, the solutions to this situation are easy to implement. First, ensure that the staff provide all of the information to all of the trustees at the same time in a clear and logical manner. Second, each trustee takes it upon themselves to read and study the material in advance of a meeting and realize there was a remedy to address the termination of the grant agreement. Third, treat each other with respect and, even when you disagree, do so in a civil manner. You set the example for this community.

On behalf of all of us who call Incline Village home, I want to thank Trustee Schmitz for putting up with these attacks. I ask that you as the Trustees refocus on addressing the numerous fiscal and operational problems facing our improvement district as documented in the audit findings.. There is too much unfinished work to do in Incline Village to spend time bickering. Thank you.

IVGID BOARD OF TRUSTEE'S
MEETING 12 OCTOBER 2022
PUBLIC TESTIMONY
Ref: E 1 Audit Committee Report

My name is Paul Smith a resident of Tyrolian Village here in Incline.

First, I want to express appreciation to those who have served or are serving on our Audit Committee. Establishing this committee was a positive step toward accountability and transparency and is an improvement for a district with complex operations.

Second, I want to thank all residents who take time to study the issues and thoughtfully present comments of support and criticism at public meetings. Their devotion to the preservation of the District is commendable. Their counsel is too often not appreciated.

I am suggesting tonight that the Trustee's focus on:

1. properly structuring the Audit Committee so that Trustee's and the public get good historical audits that ensure accountability and transparency. Typical audit committees have a chair who is super well versed in forensic and standard accounting practices. If the Trustee's cannot find a practice-experienced person on the Board; then they should appoint a chair from the qualified volunteer public.
2. a Management Audit needs to be conducted so Trustee's and the public can better understand that the IVGID management and staff are carrying out their duties within the scope of the law, IVGID regulations, and in the interests of the public being served. Of critical importance here is to make certain that the management is not picking and choosing what information goes to the public and/or selective trustee's and the timing of the document release.
3. determining, if the Trustee's cannot abstain from personal sabotage and private unrecorded meetings, that a future "Governance Audit" of the Board of Trustee's and legal counsel be authorized.

The reasons for my audit requests include two recent examples of staff and/or trustee's chasing shinny objects that were questionably defined as the role of IVGID e.g. Parasol building and Recreation Center expansion. All the attention expended on these two items stands in stark contrast to the failures to promptly secure a dog park, improve facilities at Ski Beach where the porta-potties will soon arrive, make Snow Flake modest improvements, take action on the pipeline we all talk about, and etc..

IVGID has a long list of necessary tasks so keeping focus is vital.

To assist all Trustee's (present and future) many of us will keep watching and commenting and urging each of you to rise to the occasion, as an adult, and focus on doing things that improve the community yet remain within the limits of your authority **REGARDLESS OF YOUR PERSONAL ANIMOSITIES WITH OTHER TRUSTEE'S, STAFF, OR THE PUBLIC.**

10/12/2022

Patrick Schmitz
932 Lakeshore Blvd.

At the IVGID Board Meeting on September 28th, there was significant anger expressed by many members of the community concerning the termination of the Duffield Foundation Grant Agreement for the possible expansion of the recreation center. During public comment, there were many incorrect statements by the public and members of the board. I've spent significant time reading meeting minutes, re-listening to the LiveStream and analyzing the available data related to the Recreation Center Expansion Project. The major findings are as follows:

- Starting with the January 12th IVGID Board of Trustees meeting and progressing through the July 27th meeting (5 independent meetings), there was unanimous support (5-0) for each phase of the project. During this time, the plans included a multi-use gym.
- There was never a written commitment for \$26M or for the completion of the expansion project. The only commitment was for \$2.4M for the design & construction phase of the project.
- Between the July 27th and the September 14th Board meetings, the multi-use gym was eliminated from the design.
- The first time the Board met in public to review, discuss and potentially approve the revised design without the multi-use gym was at the September 14th meeting.
- At the meeting, 3 Trustees expressed disappointment regarding the elimination of the multi-use gym. Trustee Schmitz suggested the District appropriate funds to deliver the entire scope of the project. Due to construction time constraints, the Board passed on a 4 – 1 vote to eliminate the multi-use gym. There was no mention at the meeting that an unanimous vote on the amendment to the Grant Agreement was required. The Board moved on to the next agenda item; the letter of support for the expansion project which was unanimously approved.
- Per the Grant Agreement, a formal cause was required to terminate. There was also a 15-day period to correct the cause. No corrective action was pursued by the GM or the board.

The email by Trustee Wong to the community was not fact based and caused an unnecessary up-rising against Trustee Schmitz. I believe that the findings show the allegations asserted are unsubstantiated and without merit.

The board working with the general manager can accomplish great things for the community – The shiny new pool at Burnt Cedar Beach is just one example. I implore the board to put their political agendas aside and get to work on providing this community, including the children, an expanded recreation center that meets the needs of the entire community.

Thank you

From: Nancy Carlson, Incline Village Resident
To: IVGID Board of Trustees, IVGID GM Indra Winquest
Date: October 12, 2022

Subject: Termination of the Recreation Center Expansion Project

1. From the initial Board meeting on **1/12/22** in which a **Memorandum of Understanding** was approved through the **7/27/22 Board Meeting which approved the Grant Agreement**, ALL votes by the Board were 5-0 in favor of the project, which included a multi-use gym.
2. The redesign of the project to exclude the multi-use gym and provide for only a dedicated gymnastics facility was not discussed by the Board until 9/14/22, with TRPA submission required by **9/15/22**.
3. IVGID staff stated at the 9/14/22 meeting they had been working for **3 weeks** on a design that excluded the gym due to projected costs. Staff stated only Option D, which excluded the gym, would meet the deadlines for TRPA submittal, and that this was the only design the donor would accept.
4. The Board voted 4-1 to approve the design change with Trustee Schmitz dissenting because this design did not meet the Master Plan or the approved Grant Agreement. Had there been a requirement for a unanimous vote there would have been no justification to move to the next agenda item, the vote on the unanimous letter of support. **The BOT voted 5-0 to send a unanimous letter of Support to the Duffield Foundation for the revised Project.**
5. The revised design was submitted to TRPA after the 9/14/22 meeting by IVGID Staff.
6. Chair Callicrate, at the end of the 9/14/22 meeting, thanked the Duffield Foundation for their generous donation. Any understanding that a unanimous decision was required on the design did not appear to be apparent to the Board or IVGID staff at this time.
7. On 9/16/22 a Zoom meeting was held with GM Indra Winquest, staff counsel, and Trustee Schmitz to review the project timeline. The GM stated that that it appeared the Duffield Foundation was losing interest in the project **back in August**. Interestingly, the Duffield Foundation submitted an application to TRPA for a gym center to be

built at 1100 Tahoe Blvd. on 11/4/21. They received approval on this facility on 8/24/22.

8. On 9/19/22 the IVGID GM received an email from the Duffield Foundation stating that the project would be terminated. No cause was for the termination was stated. The Grant Agreement states "either Party may terminate this Agreement for cause with fifteen (15) days written notice. The defaulting Party may avoid termination but curing such default during the notice period." No action was taken by IVGID to "cure" the cause of the termination.
9. The IVGID GM placed a progress report on the project in the BOT packet for the 9/28/22 Board meeting. The report in the Board packet dated 9/22/22 stated: "The design team is moving quickly to prepare final design documents. Biweekly Team project meetings are held to keep the project moving forward. IVGID has received the geotechnical report and preliminary survey. The Team has held meetings with TRPA and Washoe County Planning and are preparing the necessary documentation required by each entity. **The Board of Trustees at the 9/14/22 Special Meeting approved the modified design scope as well as submittal of a letter of support and commitment to the Dave & Cheryl Duffield Foundation.**"

The records of the Board Meetings and the apparent opinion of the Board AND IVGID staff was that the project was moving forward **after** the September 14th Board Meeting. To place blame on one Trustee for voting in a way she believed was in the best interests of the community is unreasonable, illogical, and unfounded. It makes no sense to assume that a Board member dedicated to this community would cancel the opportunity for a potential donation of this magnitude.

IVGID and the Board of Trustees should be able to transparently discuss and negotiate the details of a project of this magnitude. As a Community we should be able to support our elected Trustees to vote based on their own research and independent business judgement to represent the best interests of his/her constituents. The Board should not have been backed into a corner to make this very significant decision based on a deadline when staff had been working for 3 weeks without Board approval on a design NOT approved by the Board. There is enough "blame" here to go around. Let's move on.

John Eppolito

IVGID Board Meeting

10-12-2022

Name, I've been an Incline resident and local real estate broker/salesman for 24 years, we raised our four kids here

I'd like to THANK ALL board members for their service!

Indra - Thank you for everything you've done for our community. We've been lucky to have you coach our two daughters – THANK YOU SIR! (REDACTED)

A BIG THANK YOU ^{to} the Duffield Foundation ... I Just came from ^{the} High School and saw plans for the expansion – WOW!

Regarding the Rec. Center Debacle

I've read EVERYTHING I can find on this issue.

I've watched ALL the public comments AND board discussions on this issue for the last two board meetings.

The way I understood the conversation on Sept. 14th is that Sara wanted to see if there was a way for IVGID to pay the difference for the larger addition including the multi-purpose gym, but there was no time to do this.

At one point Indra apologized for getting info. to board so late; he said something about staff vacations.

The other thing that bothered Sara was the fact that staff proceeded with the scaled down, Plan D - with no multi-purpose gym, prior to board approval. Staff said the reason was because by Sept. 14th that was the only plan the Duffield Foundation would approve.

I appreciate Sara's research and attention to detail.

Having said all that, **I do not agree with Sara's no vote on Plan D.**

But a few things bother me more than Sara's vote:

- 1) Kendra's totally inappropriate email asking people to show up to the Sept. 28th meeting and make public comments showing their:
QUOTE **"dissatisfaction with Sara's vote, and/or call for Sara's resignation from the Board..."** END QUOTE
- 2) The **Salem Witch Hunt** mentality that Kendra's email caused.
I'm sorry **Sara**, and everyone watching, had to sit through that.

SARA (██████████): I've been in ^{your} ~~that~~ position in this community, twice. You did not deserve that **Witch Hunt!**

- 3) I'm most concerned that two candidates for IVGID, **David and Gail, joined the mob scene and asked for Sara's resignation.** We need leaders who can work productively with others, not people who will join a mob scene. Gail even said people who are not happy living here, or don't agree with her should move –
UNBELIEVABLE!

Sara If it's even possible, I'd like to apologize for all the people who showed you such disrespect and cruelty at the last meeting! I appreciate what you do for our community.

Thank you!

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR OCTOBER 12, 2022 MEETING –
AGENDA ITEM H(2) – AUTHORIZING STAFF TO ISSUE WORK ORDER TO
CONTRACT WITH CMAR [HERE GRANITE CONSTRUCTION (“GRANITE”)]
TO PERFORM IN-HOUSE STAFF’S DUTIES PERTAINING TO BIDDING/
PURCHASING/DELIVERY OF 8,000 LINEAL FEET OF REPLACEMENT
EFFLUENT PIPELINE PIPE**

Introduction: Here our professional staff seek Board approval to issue an UNDISCLOSED work order to hire a Construction Manager at Risk (“CMAR”) to draft a Request for Proposal (“RFP”) for the public bidding, purchasing and delivery of 8,000 lineal feet of replacement effluent pipe product in anticipation of construction anticipated to commence on/about March of 2023. Notwithstanding our staff do not feel competent to perform these basic public works functions, they propose the CMAR and Public Works staff (i.e., themselves) collectively review all proposals and make a recommendation to the Board in November or December of this year as to the proposal which should be accepted¹. In other words, another example of why the public DOESN'T require an incompetent Internal Services Department. And why this proposal smells of improper staff kickbacks. And these are the purposes of this written statement.

According to Staff, Our CMAR, Granite, Has Been Working With Staff and Design Consultant HDR Engineering (“HDR”) fo Design Replacement of the Effluent Pipeline¹:

And as Part of That Design, Don't You Think HDR Has Specified the Precise Type of Pipe Material Necessary to Meet the Requirements of Federal Funding Such as Buy America? Which means what more does Granite bring to the table?

So Why Do We Require a CMAR to Do Our Professional Staff's Job in Drafting and Advertising a RFP, Selecting a Responding Vendor to Provide/Deliver the Necessary Pipe Material, and Make a Recommendation to the Board at its November or December Meeting? And in Consideration of an Unidentified Cost and Unidentified Price Mark-Up? Isn't this really an admission on staff's part that they are *NOT QUALIFIED* to be managing this project? Or ANY project for that matter? Which raises the question as to why we even require an internal services department? Bueller, Bueller, Bueller?²

Moreover, Since Granite is Already in Contract With the District Insofar as Pre-Construction Design of the Subject Pipeline Replacement Project is Concerned¹, Why Isn't it Already Responsible For Advertising, Contracting, Procuring and Paying For This Very Same Pipe Material? At the Board's

¹ See page 055 of the packet of materials in anticipation of the IVGID Board's October 12, 2022 meeting [“the 10/12/2022 Board Packet” (go to <https://www.yourtahoepace.com/uploads/pdf-ivgid/1012.pdf>)].

² This is an expression actor Ben Stein immortalized in the iconic Ferris Bueller's Day Off movie used to convey “waiting for a response when there is none” (go to <https://en.wiktionary.org/wiki/Bueller>).

January 28, 2021 meeting it approved entrance into a pre-design CMAR contract with Granite³. That agreement exists at pages 160-172 of the 1/28/2021 Board packet. And the scope of work is set forth in Attachment "A."⁴ Listen to Task 1(C) of the CMA contract with Granite: "Provide value engineering, cost reductions, and other value analysis as necessary/required." *Isn't the subject agenda precisely that?* After all staff has told us that "recent market volatility has caused the fabrication and lead times for these materials to increase from 'off the shelf' to six months or more depending on the size and specification of pipe...Therefore, staff recommends that the board provide authorization for Granite Construction to order and procure all necessary pipeline material in advance of a construction contract to avoid cost escalation and schedule delays."⁵

But there's more. Listen to Task 1(D) of the CMAR contract with Granite: "identify necessary pre-construction activities into design schedule, managed by Owner's Engineer." *Isn't the subject agenda precisely that?*

But there's more. Listen to Task 6(A)(i) of the CMAR contract with Granite: "Manage the subcontractor competitive bidding process through development of: (a) Request for Proposals; (b) Bid Form; (c) Trade Scopes of Work Narratives; (d) Coordinate Site Walks, Pre-Bid Conferences, and Bid Openings." *Isn't the subject agenda precisely that?*

Granite is *already* being paid "Three Hundred Sixty-Nine Thousand, Two Hundred and Eighteen Dollars (\$369,218.00)"⁶ for these services. *So why are staff coming to the Board asking for approval to pay Granite more? Am I the only one smelling kickback?*

Moreover, EVERY Time Brad Underwood and His Team of Engineering Misfits Touch Any of Our Capital Improvement Projects ("CIPs"), the Public Gets Unnecessarily Charged \$130-\$160 Per Hour Because the Board Doesn't Budget Any Other Financing Source to Pay For These Employees' Salaries and Benefits? Take a look at page 058 of the 10/12/2022 Board packet. There staff lay out estimated costs associated with this project. And there we see that an unbelievable \$565,000 has been budgeted for WASTEFUL internal (i.e., in house) construction and project management services. If all our in house staff is going to do is recommend that a CMAR be retained to do their jobs, *WHAT DO WE NEED INTERNAL SERVICES STAFF FOR?* And you wonder why our costs to complete any CIP are concerned⁷ are outrageously high?

³ See pages 153-159 of the packet of materials in anticipation of the IVGID Board's January 28, 2021 meeting ["the 1/28/2021 Board Packet" (go to https://www.yourtahoepace.com/uploads/pdf-ivgid/0128_-_Regular_-_Searchable.pdf)].

⁴ See pages 167-170 of the 1/28/2021 Board packet.

⁵ See page 055 of the 1/28/2021 Board packet.

⁶ See Article 2 at page 161 of the 1/28/2021 Board packet.

⁷ How about the \$5+ million Burnt Cedar Pool reconstruction project?

My E-Mail of October 8, 2022 to the Board on This Subject: It responds to each of the factual issues at play. And it's attached to this written statement as Exhibit "A."

Conclusion: So there you go! More evidence GM Winquest is really not here to protect the interests of the local parcel owners he was hired to represent. More evidence he considers his real constituency to be his vaunted staff and the local special interests in our community Granite and HDR. More evidence that his employment needs to be terminated. And more evidence we either make our internal services staff do their jobs, or be terminated along with Indra! I therefore urge the Board to summarily deny the subject request.

And I urge the Board to FINALLY retain the services of a forensic, financial aspect. Here our professional engineering staff should know what pre-construction services are included in Granite's pre-construction design contract. And they're *everything* included in the subject work Mr. Underwood has asked the Board to approve. So why an additional fee to Granite? And why a mark up to the actual cost of pipe material? I can only think of one reason. How about you?

I suspect this crap has been going on for decades. And since staff go out of their way to hide and deceive the Board and the public, the only way we're going to learn the truth is to hire a forensic expert, and open up our internal financial records. Isn't it about time we learn the truth?

And You Wonder Why the Recreation Facility Fee ("RFF") and Sewer Fees Local Parcel Owners Are 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"

Re: October 12, 2022 IVGID Board Meeting - Agenda Item H(2) - Authorize Staff to Contract With CMAR For the CMAR to Secure Competitive Bids For Providing 8,000 Lineal Feet of Replacement Effluent Pipeline Pipe Materials at an Undisclosed "Mark Up." Revised.

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>, <sellingtahoe@sbcglobal.net>
Subject: Re: October 12, 2022 IVGID Board Meeting - Agenda Item H(2) - Authorize Staff to Contract With CMAR For the CMAR to Secure Competitive Bids For Providing 8,000 Lineal Feet of Replacement Effluent Pipeline Pipe Materials at an Undisclosed "Mark Up." Revised.
Date: Oct 8, 2022 5:41 PM

Chairperson Callicrate and the Other Honorable Members of the IVGID Board -

So here we go again. Deceit and a lack of competence. And this time we have an admission our staff is incompetent. Yet again, local utility customers are compelled to pay for that incompetence in the form of alleged "construction management services." Or as DJ Khalid instructs, "yet another one."

So we have an internal services division. One of the sub-funds thereunder is engineering. Here the director of engineering, Brad Underwood, has advanced this agenda item. That means local utility customers must pay for Mr. Underwood's time to coordinate this agenda item. Why? Because everything these people do is billed out to other District divisions. Just ask our crack Bree Waters. How much did she bill out to write a memo to the Board recommending we unnecessarily purchase new pool furniture for the Burnt Cedar Pool because we had money left over from our budget. How much did she charge to order the furniture (and BTW, where is it)?

Bottom line Mr. Underwood wants us to publicly advertise for the purchase of approximately 8,000 lineal feet of replacement pipeline pipe which satisfies federal requirements such as Buy America. But hasn't OUR OVER PRICED ARCHITECT ALREADY SPECIFIED EXACTLY WHAT WE NEED? But instead of DOING HIS JOB, or admitting he's ill suited for IVGID employment because he's not capable of soliciting public bidding, Mr. Underwood wants us to engage a CMAR to perform these services on his behalf. Isn't this the crap former engineer Chorey excelled because he knew he was over his head? And in addition to paying the CMAR to perform his duties, Mr. Underwood tells us the CMAR is going to mark up the cost of materials! Well how much are we talking about? Mr. Underwood doesn't tell us. So how do we know that this is a prudent thing to do?

Moreover, Mr. Underwood apparently doesn't know what a CMAR does. Because if he did he would understand that at this stage, a CMAR is supposed to assist with pre-construction matters and provide a price to his/her client which is guaranteed. In other words, the "r" stands for the CMAR's "RISK" rather than ours. But since here there is no risk being assumed by the CMAR, why exactly are we contracting with a CMAR and agreeing to pay an unidentified material surcharge which Mr. Underwood asserts is standard in the industry?

If staff can't create a RFP, examine responses, and then make recommendations to the Board for adoption, then what do we need staff for? If we're going to outsource things like this to a CMAR, then what do we need staff for? If your staff can't share with the Board and the public an estimate of the surcharge it's going to cost the District for our CMAR to be doing staff's job, then what do we need staff for?

Vote no on this agenda item. Instruct staff to use their alleged expertise to create/publicize a RFP for the necessary pipe material. Arrange for timed delivery by making it a condition of the RFP.

Understand that if you don't, we're going to end up OVER paying (because everthing they bill out is inflated) for EVERYTHING staff involve themselves on related to this project, and then overpaying the CMAR on top. And do staff care about the costs? Of course not! Leave it to the professionals Gail Krolick.

Let me leave with a tried and true saying for all of you to consider. The number one symptom of incompetence is DENIAL. Are you people in denial?

I think I rest my case. Respectively, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR OCTOBER 12, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – THE TRUE TIMELINE OF EVENTS
LEADING TO THE DUFFIELDS' BREACH OF THE GRANT AGREEMENT FOR
REIMBURSEMENT OF PROPOSED RECREATION CENTER EXPANSION
DESIGN EXPENSES**

Introduction: We all know that at the Board's September 14, 2022 meeting staff agendized¹ the Board's possible approval of a Grant Agreement amendment² with the Duffields for design costs associated with a smaller (26,411 square feet) possible expansion of the Recreation Center. After all, section 16 of the Grant Agreement expressly provides that "this Agreement may be amended at any time *by mutual agreement of the parties.*"³

On June 29, 2022 the Board had approved entrance into a Grant Agreement with the Duffield Foundation⁴ for design work associated with a larger 33,000 square foot expansion⁴. The proposed amendment was never agreed to by the parties because the Duffields never agreed. Regardless of the reasons why the Duffields never agreed, the simple fact of the matter is *they never agreed*.

That means the Grant Agreement continued to remain in full force and effect. And the Duffields agree with this observation because on September 19, 2022 they expressly relied upon section 6 of the Grant Agreement⁵ to terminate. And given their attempt at termination was *not* in accord with the express conditions of the Grant Agreement, it is the Duffields who are the ones in breach.

Notwithstanding, on September 27, 2022 trustee Wong elected to incite a riot at the Board's upcoming September 28, 2022 meeting by sending out e-mails⁶ wrongfully accusing trustee Schmitz of costing the District "a \$26 million donation from the...Duffield(s)." The justification for this accusation was Sara's alleged refusal to accept "a reduced scope of work for a Rec Center expansion." If the recipients of her e-mail were "so inclined," trustee Wong suggested some things they could do:

¹ See agenda item E(2) at page 002 of the packet of materials prepared by staff in anticipation of the Board's September 14, 2022 meeting ["the 9/14/2022 Board packet" (go to <https://www.yourtahoeplace.com/uploads/pdf-ivgid/0914.pdf>)].

² See pages 070-073 of the 9/14/2022 Board packet.

³ See page 064 of the 9/14/2022 Board packet.

⁴ See pages 061-068 of the 9/14/2022 Board packet.

⁵ See pages 062-063 of the 9/14/2022 Board packet.

⁶ The e-mail is attached as Exhibit "A" to this written statement.

“Public comment at (the Board’s) September 28, 2022 meeting voic(ing) support for the Duffield(s);”

“Dissatisfaction with Sara’s vote;”

“Calling for Sara’s resignation from the Board for not doing what is best for the community;”

“E-mail your comments to Susan Herron...and ask for your comments to be distributed to the Board;”

“Forward this (e-mail) to your friends and neighbors” with the intent they do what trustee Wong suggested.

Fueled by trustee Wong’s misstatement of fact, the recipients of her e-mail did exactly as she requested. And a steady stream of calls for Sara’s resignation or threats of recall ensued. The reader can see for him/herself by going to the livestream of that meeting⁷.

The purpose of this written statement is to demonstrate that fault for the recent Rec Center expansion fiasco lies with the Duffields as well as where every fiasco around here ALWAYS Lies – Dirty, Incompetent, Deceitful, Naïve, Over Compensated/Benefited Staff Who Care More About Themselves, Their Public Employee Colleagues, and Their Special Interests of the Month (here the Duffields) Than We Local Parcel Owners They Were Hired to Serve⁸. Now onto the facts.

My Various E-Mails to the Board on This Subject: They respond to each of the factual issues I raise. And they’re attached to this written statement.

The Duffields Never Entered Into a Legally Enforceable Agreement to Donate \$26 Million, or Any Other Amounts, to Pay For Construction of the Rec Center Expansion Project. Never, Never, Never: For an explanation of the reasons why, the reader is directed to the e-mail attached to Exhibit “B” of this written statement.

There Never Was an Amendment to the Grant Agreement, But Not Because Trustee Schmitz Failed to Vote in its Favor: For an explanation of the reasons why, the reader is directed to the e-mail attached to Exhibit “C” of this written statement.

The Duffields’ Attempted Termination of the Grant Agreement Was of No Force Nor Effect: For an explanation of the reasons why, the reader is directed to the e-mail attached to Exhibit “D” of this written statement.

⁷ Go to <https://livestream.com/ivgid/events/10631236>.

⁸ This is what I refer to as “the IVGID Culture.”

Both Parties' Obligations Under the Grant Agreement, The Duffields and the District, Continue to Exist: For an explanation of the reasons why, the reader is directed to the e-mail attached to Exhibit "E" of this written statement.

Unanimous Board Approval as a Pre-Condition to the Duffields' Proposed Grant Agreement Amendment, Was Never Communicated to the Board Nor the Public: For an explanation of the reasons why, the reader is directed to the e-mail attached to Exhibit "F" of this written statement.

No One Knew on September 14, 2022 That Unanimous Board Approval Was Allegedly Required as a Pre-Condition to the Duffields' Proposed Grant Agreement Amendment: For an explanation of the reasons why, the reader is directed to the e-mail string attached to Exhibit "G" of this written statement.

The Duffields Never Intended to Pay For Construction of the Rec Center Expansion Project. Never, Never, Never: For an explanation of the reasons why, the reader is directed to the e-mail string attached to Exhibit "H" of this written statement.

Conclusion: So you see, trustee Schmitz's alleged refusal to accept a reduced scope of work for a Rec Center expansion had nothing to do with the Duffields' decision to pull their \$26 million donation to pay for construction of proposed Recreation Center expansion. Rather, the cause was the Duffields themselves as well as our incompetent staff because they did nothing to legally commit the Duffields to their represented donation. When is the Board going to learn and start doing its job? It's time for you Board members to put your collective feet down and do something!

And You Wonder Why the Recreation Facility Fee ("RFF") We're Forced to Pay⁹ is Out of Control? I've now provided more answers.

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

⁹ According to staff the additional operational and maintenance costs which will be incurred directly as a result of this proposed expansion will be \$325,000- \$350,000 annually [see page 053 of the packet of materials prepared by staff in anticipation of the Board's June 29, 2022 meeting {"the 6/29/2022 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0629_-_Part_1.pdf)}]. And based upon their incompetence, the real cost is likely to be a lot more. And who do you think is going to pay these costs? And where do you think the money is going to come from? You've got it. Local parcel owners through the RFF we're forced to involuntarily pay.

EXHIBIT "A"

2017 Incline Village Realtors President

Realtor #S.0050890

Property Manager #PM.0150890

**** Be aware! If you receive an email containing WIRE TRANSFER INSTRUCTIONS call your escrow officer immediately to verify the information prior to sending funds. ****

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

From: Kendra Wong <kendrawong@gmail.com>

To: Kendra Wong <kendrawong@gmail.com>

Sent: Monday, September 26, 2022 at 07:46:14 PM PDT

Subject: IVGID Lost \$26M Donation

Hi Friends and Neighbors,

I hope the Fall weather is treating you all well!

Serving on the Board of Trustees with Sara Schmitz has been challenging at best and infuriating at worst, but her latest actions take the cake. The short version is that IVGID lost a \$26 million donation from the Dave & Cheryl Duffield Foundation because Sara could not accept a reduced scope of work for a Rec Center expansion. The longer version is below for those of you interested in the details.

Sara's decision to vote against this project was short-sided and hurts our entire community.

I hope this project can be revisited when Sara is off the Board and this has not jeopardized IVGID's ability to partner with the Duffield Foundation in the future.

If you are so inclined for a call to action, here are things you can do:

- Public comment at our September 28 meeting - voice support for the Duffield Foundation, the support for the Rec Center expansion project, dissatisfaction with Sara's vote, and/or calling for Sara's resignation from the Board for not doing what is best for the community.
- If you cannot attend, you can [email your comments to Susan Herron at sah@ivgid.org](mailto:sah@ivgid.org) and ask for your comments to be distributed to the Board.
- Forward this to your friends and neighbors.

If you would like more details, happy to chat.

Best,
Kendra

The Long Version:

The Duffield Foundation approached IVGID to donate \$26 million for a youth and teen center, gymnastics center, and multi-purpose gym. The design estimate came in around \$33 million. As such, IVGID staff worked with the Duffield Foundation to revise the design and the multi-purpose gym was removed. While disappointing to lose a component of the expansion, it is also understandable given the current cost of construction and the fact the design gave us flexibility to revisit further expansion in the future. At the September 14 meeting, the Board discussed IVGID paying the difference. However, without having previously discussed this expenditure and not having budgeted for it, I felt it would be inappropriate to suddenly spend community dollars. I wouldn't have ruled it out as a future possibility, but this project was moving faster than I was comfortable to make multi-million dollar decisions with public money.

The Duffield Foundation wanted unanimous support from the Board to move forward. The Board voted 4 in favor (Callicrate, Dent, Tonking, and Wong) and 1 against (Schmitz) to move forward with the project. Lacking the unanimous support, the Duffield Foundation has decided not to move forward with the project. It is of note that Trustee Schmitz later voted to send a letter indicating unanimous support from the Board.

The vocal minority speaking against the project were using the fact the general community wouldn't have access to these new facilities as their reasoning. Last time I checked, families, teens, and youth are all part of this community and we are the ones really losing.

EXHIBIT "B"

So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact One: The Duffields NEVER, NEVER, NEVER Entered Into a Legally Enforceable Agreement to Donate \$26 Million, or Any Other Amounts to Pay For Construction of a Rec Center Expansion - Revised

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>, <sellingtahoe@sbcglobal.net>
Subject: So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact One: The Duffields NEVER, NEVER, NEVER Entered Into a Legally Enforceable Agreement to Donate \$26 Million, or Any Other Amounts to Pay For Construction of a Rec Center Expansion - Revised
Date: Oct 5, 2022 2:55 PM

Chairperson Callicrate and Other Honorabe Members of the Board -

Here I will demonstrate, again, that fault for the Recent Rec Center Expansion fiasco lies where every fiasco around here ALWAYS Lies – Dirty, Incompetent, Deceitful, Over Compensated/Benefited Staff Who Care More About Themselves, Their Public Employee Colleagues, and Their Special Interests of the Month (here the Duffields), Than the Local Parcel Owners They Were Hired to Serve (aka “the IVGID Culture”)! Don't like hearing this Indra Winqest, Kendra Wong, Gail Krolick, Michaela Tonking and all of your minions like Miles Riner, Charlie Miller, Brad Johnson, Joe Wolfe, Bruce Simonian and others? Too bad! Unlike you I speak the truth. And to those of you who disagree with my factual assertion, show me the agreement where the Duffields agreed to donate any sums to pay for construction of any aspect of the Rec Center expansion project. In other words, put up or shut up! Now onto the facts.

1. On February 9, 2022 the IVGID Board approved entrance into a “Memorandum of Understanding” (“MOU”) with the Duffields. The MOU provided for nothing more than “Conceptual Design of (a proposed) Recreation Center” expansion. Upon completion, the MOU expressly stated that the parties (could) meet and confer regarding whether (or not) to construct the expansion. (Both) part(ies expressly) retain(ed)...sole and complete discretion to decide whether (or not) to (construct the expansion. And if there were to be agreement to move forward, the MOU expressly stated that) future cooperation, if any...(had to) be documented in a (separate, written) amendment to th(e) MOU or a separate agreement.”

2. On June 29, 2022 the IVGID Board approved (as did the Duffields) entrance into a “Grant Agreement” for “funding...final design, bidding documents and all related pre-construction services in contemplation of a (possible) future agreement for (the) funding of construction of the (proposed) expansion.” Again, the Grant Agreement expressly cautioned that “*neither party* commit(ted) to... construction of the (proposed) expansion.” Got that Board? No one ever agreed.

3. On September 14, 2022 the IVGID Board approved entrance into an amendment to the Grant Agreement. Whether or not that approval was effective (due to the lack of Board unanimity), nowhere did it recite that the Duffields would donate \$26 million or any other amounts towards construction of a Rec Center expansion. Moreover, other than where “expressly set forth” therein, the amendment stated that it did “not modify, alter, (n)or amend the (Grant) Agreement in any other way whatsoever. All other (Grant) Agreement terms and conditions not expressly set forth above remain(ed) *unchanged*.”

4. Moreover still, the Grant Agreement expressly stated that it “Supersede(d) All Previous Agreements, Promises, Representations, Understandings and Negotiations...With Respect to the Subject Matter (T)hereof.” In other words, since the Grant Agreement mentioned nothing about a

\$26 million, nor *any other* donation, all prior promises to this effect, assuming arguendo there were any, were superseded and rendered null and void!

5. Mr. Duffield agrees with this analysis. Take a look at his September 19, 2022 termination e-mail. He expressly refers to the Grant Agreement as nothing more than an agreement for "**potential** expansion of the IVGID recreation."

So there you go! Any way the cookie crumbles the Duffields NEVER entered into a legally enforceable agreement to donate \$26 million nor any other amounts to pay for construction of a Rec Center expansion. And since there hasn't been such an agreement, trustee Schmitz was never the cause of the loss of this "so called" funding source. Rather, our incompetent staff is because they did nothing to legally commit the Duffields to the represented donation. Don't like it? Do what my friend Gail Krolick recommends. MOVE! And make sure Gail lists your home for sale because she has graciously offered to kick back her sales commission (thank you Gail).

Respectfully, Aaron Katz

EXHIBIT "C"

So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact Two: There Never Was an Amendment to the Grant Agreement But Not because trustee Schmitz failed to vote in its favor

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>, <sellingtahoe@sbcglobal.net>
Subject: So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact Two: There Never Was an Amendment to the Grant Agreement But Not because trustee Schmitz failed to vote in its favor
Date: Oct 5, 2022 3:21 PM

Chairperson Callicrate and Other Honorabe Members of the Board -

Here I will demonstrate, again, that fault for the Recent Rec Center Expansion fiasco lies where every fiasco around here ALWAYS Lies – Dirty, Incompetent, Deceitful, Over Compensated/Benefited Staff Who Care More About Themselves, Their Public Employee Colleagues, and Their Special Interests of the Month (here the Duffields), Than the Local Parcel Owners They Were Hired to Serve (aka “the IVGID Culture”)! Don't like hearing this Indra Winqest, Kendra Wong, Gail Krolick, Michaela Tonking and all of your minions like Miles Riner, Charlie Miller, Brad Johnson, Joe Wolfe, Bruce Simonian and others? Too bad! Unlike you I speak the truth. Now onto the facts.

Contract 101 instructs that it takes two sides to make an agreement. So did the Duffields ever execute the proposed Grant Agreement amendment which was presented to the Board on September 14, 2022? Of course not. So whatever trustee Schmitz did or failed to do, here the Duffields did something too. They refused to execute the proposed amendment. So let's fix fault where it really exists.

So there you go! Any way the cookie crumbles the Duffields NEVER entered into the proposed Grant Agreement amendment. And regardless what Trustee Schmitz did/failed to do, it takes two to tangle. Therefore trustee Schmitz was never the cause of the loss of the "so called" funding source for the proposed Rec Center expansion. Rather, our incompetent staff is because they did nothing to legally commit the Duffields to the represented donation. Don't like it? Do what my friend Gail Krolick recommends. MOVE! And make sure Gail lists your home for sale because she has graciously offered to kick back her sales commission (thank you Gail).

Respectfully, Aaron Katz

EXHIBIT "D"

So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact Three: The Duffield's Attempted Termination of the Grant Agreement Was of No Force Nor Effect

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>, <sellingtahoe@sbcglobal.net>
Subject: So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact Three: The Duffield's Attempted Termination of the Grant Agreement Was of No Force Nor Effect
Date: Oct 5, 2022 6:24 PM

Chairperson Callicrate and Other Honorabee Members of the Board -

Here I will demonstrate, again, that fault for the Recent Rec Center Expansion fiasco lies where every fiasco around here ALWAYS Lies – Dirty, Incompetent, Deceitful, Over Compensated/Benefited Staff Who Care More About Themselves, Their Public Employee Colleagues, and Their Special Interests of the Month (here the Duffields), Than the Local Parcel Owners They Were Hired to Serve (aka “the IVGID Culture”)! Don't like hearing this Indra Winqest, Kendra Wong, Gail Krolick, Michaela Tonking and all of your minions like Miles Riner, Charlie Miller, Brad Johnson, Joe Wolfe, Bruce Simonian and others? Too bad! Unlike you I speak the truth. Now onto the facts.

1. Although section 6 of the Grant Agreement expressly allows “either party (to) terminate,” that termination must be “for cause (given) within fifteen (15) days written notice to the other Party.”
2. Notwithstanding, this section expressly instructs that “the defaulting Party may avoid termination by curing such default during the (15 day) notice period.”
3. The reader is again invited to read the Duffield's September 19, 2022 termination e-mail. Where do the Duffields state that their termination is based upon “cause?” Where do they identify the cause? Where do they give the District the requisite fifteen (15) days advance notice to “avoid termination by curing such default during the (15 day) notice period?” Given the answers to each of these questions is “nowhere,” the Duffield's attempted termination is simply of no force nor effect. PERIOD!
4. Moreover, Trustee Schmitz and the Tahoe Daily Tribune report that according to Trustee Callicrate, he contacted the Duffields on September 27, 2022 to learn of their justification for termination. And he was allegedly told that the failure to secure unanimous Board approval for the Duffield's proposed Grant Agreement amendment was the justification. But if true, this is not a permissible basis (see discussion below).
5. The Grant Agreement defines the term “cause” for Termination purposes as “default.” After all section 6 of the Grant Agreement states that “the *defaulting* party may avoid termination by curing such *default* within...the (15 day) notice period.” It further states that “if the *default* is unable to be cured within...the (15 day) notice period...(but) the *defaulting* party has commenced cure...and reasonably and diligently cures the *default* within a mutually agreeable timeframe,” that too represents a permissible means of avoiding termination. Therefore “cause” is clearly the equivalent of “default” under the Grant Agreement.

6. However, here there was no default under the Grant Agreement. Rather according to trustee Callicrate (see discussion above), the "so called" default was the failure of the Board to unanimously approve the Duffield's proposed Grant Agreement amendment.

7. Given there was no default by the District under the Grant Agreement, and thus no need to cure, the Duffield's attempted termination of the Grant Agreement is insufficient and thus of no force nor effect.

So there you go! Any way the cookie crumbles the Duffields NEVER terminated the Grant Agreement. And since it is the Duffields who have breached that agreement, trustee Schmitz was never the cause of the loss of this "so called" funding source. Rather, our incompetent staff is because they did nothing to legally commit the Duffields to the represented donation. Don't like it? Do what my friend Gail Krolick recommends. MOVE! And make sure Gail lists your home for sale because she has graciously offered to kick back her sales commission (thank you Gail).

Respectfully, Aaron Katz

EXHIBIT "E"

Re: So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned - Fact Four: Both Parties' Obligations Under the Grant Agreement Continue to Exist

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>, <sellingtahoe@sbcglobal.net>
Subject: Re: So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned - Fact Four: Both Parties' Obligations Under the Grant Agreement Continue to Exist
Date: Oct 5, 2022 7:33 PM

Chairperson Callicrate and Other Honorable Members of the Board -

Here I will demonstrate again that fault for the Recent Rec Center Expansion fiasco lies where it ALWAYS Lies – Dirty, Incompetent, Deceitful, Over Compensated/Benefited Staff Who Care More About Themselves, Their Public Employee Colleagues, and Their Special Interests of the Month, Than the Local Parcel Owners They Were Hired to Serve (aka “the IVGID Culture”)! Don't like hearing this Indra Winquest, Kendra Wong, Gail Krolick, Michaela Tonking and your minions? Too bad! I speak the truth. You don't. So with that said, onto the facts.

Since all parties entered into the Grant Agreement as of August 2, 2022, it was not modified by the amendment, and there has been no termination (Duffield's attempt is legally insufficient), their respective obligations thereunder continue to exist. The Duffields are in agreement with this assertion of fact. If the reader examines the Duffield's September 19, 2022 termination e-mail, he/she will see that the Duffields expressly rely upon “section 6 of the Grant Agreement” to terminate. Now how can the Duffields rely upon a portion of an agreement to exercise termination unless it is their position the agreement exists?

And since the Duffields have sent the District notice they do not intend to fulfill their obligations under the Grant Deed, it is the Duffields who are in breach. Not trustee Schmitz but the Duffields themselves.

So there you go! Any way the cookie crumbles it is the Duffields who are in breach of the Grant Agreement. And since it is the Duffields who have breached that agreement, trustee Schmitz was never the cause of the loss of this “so called” funding source. Rather, our incompetent staff is because they did nothing to legally commit the Duffields to the represented donation. Don't like it? Do what my friend Gail Krolick recommends. MOVE! And make sure Gail lists your home for sale because she has graciously offered to kick back her sales commission (thank you Gail).

Respectfully, Aaron Katz

EXHIBIT "F"

So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact Five: Unanimous Board Approval Was Never Communicated to the Board or the Public as a Pre-Condition For the Proposed Grant Agreement Amendment

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>, <sellingtahoe@sbcglobal.net>
Subject: So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact Five: Unanimous Board Approval Was Never Communicated to the Board or the Public as a Pre-Condition For the Proposed Grant Agreement Amendment
Date: Oct 5, 2022 8:02 PM

Chairperson Callicrate and Other Honorable Members of the Board -

Here I will demonstrate, again, that fault for the Recent Rec Center Expansion fiasco lies where every fiasco around here ALWAYS Lies – Dirty, Incompetent, Deceitful, Over Compensated/Benefited Staff Who Care More About Themselves, Their Public Employee Colleagues, and Their Special Interests of the Month (here the Duffields), Than the Local Parcel Owners They Were Hired to Serve (aka “the IVGID Culture”)! Don't like hearing this Indra Winquest, Kendra Wong, Gail Krolick, Michaela Tonking and all of your minions like Miles Riner, Charlie Miller, Brad Johnson, Joe Wolfe, Bruce Simonian and others? Too bad! Unlike you I speak the truth. Now onto the facts.

Unanimous Board Approval Was *Never* Communicated to the Board or the Public as a Pre-Condition For the Proposed Grant Agreement Amendment: To those who disagree, show me the evidence. In other words, put up or shut up!

1. Take a look at the proposed Grant Agreement amendment. *Nowhere* does it recite that unanimous Board approval is required as a pre-condition. In fact, it expressly recites that it “modifies the (Grant) Agreement *only* as expressly set forth (therein). In other words, if it isn't mentioned in the body of the agreement itself, IT DOES NOT EXIST!

2. Nor does the Grant Agreement amendment “modify, alter, or amend the (Grant) Agreement in *any other way whatsoever*. All other Agreement terms and conditions not expressly set forth (therein) remain unchanged.

3. Look at the staff memorandum in support of the proposed amendment. *Nowhere* does it inform the Board nor the public that unanimous Board approval is required as a pre-condition of passage. In fact, listen to GM Windquest's explanation of this agenda item on the livestream of the Board's September 14, 2022 meeting. He states “all (he is) trying to do is to give the Board and the community *all* the information we have so that we can make the decision on whether or not we want to move forward with this project.” Yet *nowhere* does he share “all the information.”

4. After Mr. Winquest shared “all the information,” he turned discussion of this agenda item over to staff (project manager Bree Waters and engineer Kate Nelson). Although both went into explicating detail insofar as much of the proposed amendment and its evolution *nowhere*

extricating detail insular as much of the proposed amendment and its evolution, *nowhere* did they share "all the information." Instead, they admitted that staff and the District's consultants had been working feverishly on Option "D" for three weeks or more. And *without* the Board's knowledge nor approval no less! And why? Because according to Ms. Waters and GM Winquest, this was the only option Duffield would accept. And although GM Winquest told the Board that if it "did not approve...option (D), then we would basically consider the project not moving forward at this time," at no time did he share the fact that "approval" meant *unanimous approval*.

5. Now listen to the livestream discussion between trustees as to whether this amendment should be approved. *Nowhere* is the "so called" unanimous Board approval requirement disclosed, nor does staff or any Board member share this material fact with the public.

5. Next, the reader is directed to the agenda for the Board's September 14, 2022 meeting. There he/she will see that Board approval for the proposed amendment was broken down into two (2) separate agenda items: no. E(2)(a) "possibly approv(ing) an amendment to the grant agreement...to modify the scope of the Recreation Center Expansion Project;" and, no. E(2)(b) "possibly approv(ing) the sending of a letter of support...for the modified scope of the Recreation Center Expansion Project." If unanimous Board approval of the proposed amendment were a pre-condition, why did the Board vote on whether to send a letter of support after having obtained LESS than unanimous support? This makes no sense.

6. Next, the reader is directed to examine the packet of materials prepared by staff in anticipation of the Board's September 28, 2022 meeting. Now before I speak further, recall that GM Winquest received notice of Duffield's termination of the Rec Center expansion project on September 19, 2022 at 6:31 A.M. And trustee Wong sent her e-mail to "Friends and Neighbors" re: "IVGID Lost \$26M Donation" on September 26, 2022 at 7:46 P.M. And candidate Krolick forwarded trustee Wong's e-mail re: "IVGID Lost \$26M Donation" to Janet Pahl and Virginia Jordan on September 27, 2022 at 10:42 A.M. And GM Winquest confirmed to me that the Rec Center expansion project "(wa)s dead" on September 27, 2022 at 2:44 P.M. *Everyone* knew the project was dead *except the public*.

7. Now the reader is directed to examine the agenda for the Board's September 28, 2022 meeting which was published on September 23, 2022 at 9:00 A.M. Do you see anywhere where staff have agendized Duffield's termination of the Rec Center expansion project? Is the public to believe that this wasn't an important enough matter to be agendized for discussion? Assuming GM Winquest weren't convinced the project were dead after only four (4) days since Duffield's termination e-mail, what about publishing an amended agenda the following Monday, September 26, 2022 (the answers are "no" and "no")?

8. Recently Indra told us that shortly after the Board's September 14, 2022 meeting he received a telephone call from the Duffields they would be terminating the Grant Agreement. If true this means that ten (10) or more days lapsed between being notified that the Grant Agreement would be terminated, and the Board's September 28, 2022 meeting. And yet no notice to the Board, nor agendizing this termination for possible Board action.

9. Now with all of the above as a backdrop, the reader is directed to page 005 of the 9/28/2022 Board packet and in particular, GM Winquest's "Recreation Center Youth Expansion Project" "Status Report" updated 9/22/2022: "The design team is moving quickly to prepare final design documents. Biweekly CMAR Team project meetings are held to keep the project moving forward. IVGID has received the geotechnical report and preliminary survey. The CMAR Team has held meetings with TRPA and Washoe County Planning and are preparing the 214

has held meetings with the City and Washoe County Planning and are preparing the necessary documentation required by each entity. The Board of Trustees at the 9/14/22 Special Meeting approved the modified design scope as well as submittal of a letter of support and commitment to the Dave & Cheryl Duffield Foundation." Does any of this sound like the Rec Center expansion project was dead, let alone because of the Board's failure to unanimously approve the Grant Agreement amendment on September 14, 2022?

EXHIBIT "G"

So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact Six REVISED: No One Knew That Unanimous Board Approval Was Allegedly Required as a Pre-Condition For the Proposed Grant Agreement Amendment on Sept 14 When the Board Voted on This Matter - Fw: Public Records Request - Correspondence to the IVGID Trustees by any member of IVGID staff or the Dave & Cheryl Foundation regarding a requirement for a unanimous vote on Business item E.2.a of the 9-14-2022 Board Meeting

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>, <sellingtahoe@sbcglobal.net>
Subject: So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact Six REVISED: No One Knew That Unanimous Board Approval Was Allegedly Required as a Pre-Condition For the Proposed Grant Agreement Amendment on Sept 14 When the Board Voted on This Matter - Fw: Public Records Request - Correspondence to the IVGID Trustees by any member of IVGID staff or the Dave & Cheryl Foundation regarding a requirement for a unanimous vote on Business item E.2.a of the 9-14-2022 Board Meeting
Date: Oct 11, 2022 1:09 PM

.....Chairperson Callicrate and Other Honorable Members of the IVGID Board -

Well, well, well.

I guess it turns out no records exist verifying that:

1. Any written documents from anyone associated with the Duffield Foundation and anyone at IVGID exist, prior to Sep 14, 2022, whereby Duffield informed the District that unanimous trustee approve of the proposed Grant Agreement amendment presented at the Board's Sep 14, 2022 meeting was a pre-requisite; and,
2. Any written documents from IVGID staff and IVGID Board members exist, prior to Sep 14, 2022, whereby Board members were informed that unanimous trustee approval of the proposed Grant Agreement amendment presented at the Board's Sep 14, 2022 meeting was a pre-requisite.

How do we know this?

Take a look at Cliff Dobler's public records request below of October 1, 2022. NRS 239.0107(1) instructs that **"Not later than the end of the fifth business day after the date on which the person who has legal custody or control of a public book or record of a governmental entity receives a written or oral request from a person to inspect, copy or receive a copy of the public book or record, a governmental entity shall do one of the following, as applicable:**

(a) Except as otherwise provided in subsection 2, **allow the person to inspect or copy the public book or record** or, if the request is for the person to receive a copy of the public book or record, provide such a copy to the person.

(b) **If the governmental entity does not have legal custody or control of the public book or record, provide to the person, in writing:**

(1) **Notice of the fact that it does not have legal custody or control of the public book or record;** and

(2) The name and address of the governmental entity that has legal custody or control of the public book or record, if known.

(c) Except as otherwise provided in paragraph (d), if the governmental entity is unable to make the public book or record available by the end of the fifth business day after the date on which the person who has legal custody or control of the public book or record received the request:

(1) Provide to the person, in writing, notice of the fact that it is unable to make the public book or record available by that date and the earliest date and time after which the governmental entity reasonably believes the public book or record will be available for the person to inspect or copy or after which a copy of the public book or record will be available to the person.

If the public book or record or the copy of the public book or record is not available to the person by that date and time, the governmental entity shall provide to the person, in writing, an explanation of the reason the public book or record is not available and a date and time after which the governmental entity reasonably believes the public book or record will be available for the person to inspect or copy or after which a copy of the public book or record will be available to the person."

Okay. Mr. Dobler's Public Records Request was communicated on October 1, 2022. Five business days therefrom was last Friday, October 7, 2022. Did Ms. Herron fulfill her statutory duties as the District's Public Records Officer by either producing the requested records for examination, informing Mr. Dobler they do not exist, or truthfully stating she was unable to provide the same and specifying some other date when they **WOULD BE** made available for examination?

.....! Instead she chose to conceal these facts by ignoring Mr. Dobler's request. And why do you think this took place? Because there are no records which respond to Mr. Dobler's request. Which means that contrary to Trustee Wong's and Trustee Tonking's representations,

1. There are no written documents from anyone associated with the Duffield Foundation and anyone at IVGID, prior to Sep 14, 2022, whereby Duffield informed the District that unanimous trustee approve of the proposed Grant Agreement amendment presented at the Board's Sep 14, 2022 meeting was a pre-requisite; and,

2. There are no written documents between IVGID staff and IVGID Board members, prior to Sep 14, 2022, whereby Board members were informed that unanimous trustee approval of the proposed Grant Agreement amendment presented at the Board's Sep 14, 2022 meeting was a pre-requisite.

Disagree? PRODUCE THE REQUESTED RECORDS0

So there you go! Any way the cookie crumbles, no one knew on Sept 14 that unless the Board unanimously approved the Duffields' proposed modification, the Rec Center expansion project was dead. And therefore it is the Duffields who have breached the Grant Agreement. And trustee Schmitz was never the cause of the loss of this "so called" funding source. Rather, our incompetent staff is to blame because they did nothing to legally commit the Duffields to the represented donation. Don't like it staff bootlickers? Do what my friend Gail Krolick recommends. MOVE! And make sure Gail lists your home for sale because she has graciously offered to kick back her sales commission (thank you Gail).

Respectfully, Aaron Katz

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

From: cfdobler@aol.com

To: susan_herron@ivgid.org <susan_herron@ivgid.org>

Sent: Sat, Oct 1, 2022 3:53 pm

Subject: Public Records Request - Correspondence to the IVGID Trustees by any member of IVGID staff or the Dave & Cheryl Foundation regarding a requirement for a unanimous vote on Business item E.2.a of the 9-14-2022 Board Meeting the

Please provide for my examination any and all correspondence, by any means, to the IVGID Trustees by any member of IVGID staff or the Dave & Cheryl Foundation regarding a requirement for a unanimous vote on Business item E.2.a of the 9-14-2022 Board Meeting.

Thanks

Cliff Dobler

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

From: <s4s@ix.netcom.com>

Sent: Oct 6, 2022 3:55 PM

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>, <sellingtahoe@sbcglobal.net>

Subject: Re: So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact Six: No One Knew That Unanimous Board Approval Was Allegedly Required as a Pre-Condition For the Proposed Grant Agreement Amendment on Sept 14 When the Board Voted on This Matter

Chairperson Callicrate and Other Honorabee Members of the Board -

Here I will demonstrate, again, that fault for the Recent Rec Center Expansion fiasco lies where every fiasco around here ALWAYS Lies – Dirty, Incompetent, Deceitful, Over Compensated/Benefited Staff Who Care More About Themselves, Their Public Employee Colleagues, and Their Special Interests of the Month (here the Duffields), Than the Local Parcel Owners They Were Hired to Serve (aka “the IVGID Culture”)! Don't like hearing this Indra Winquest, Kendra Wong, Gail Krolick, Michaela Tonking and all of your minions like Miles Riner, Charlie Miller, Brad Johnson, Joe Wolfe, Bruce Simonian and others? Too bad! Unlike you I speak the truth. Now onto the facts.

The truth of the matter is that *No One* Knew That Unanimous Board Approval Was Allegedly Required as a Pre-Condition For the Proposed Grant Agreement Amendment Until Two (2) Weeks After the Fact. How do I know?

Since no one knew why the Duffields had sent their termination e-mail of September 19, 2022, the Daily Tribune and trustee Callicrate both tell us that he initiated contact on September 27, 2022 to learn of the reason(s) why. And he was allegedly told that the failure of the IVGID Board to unanimously approve the Duffield's proposed Grant Agreement amendment was the reason. And after he learned of the reason, he shared it with trustee Wong who opened her mouth and communicated this reason to the world.

Now why did trustee Callicrate reach out to the Duffields to learn the reason(s) *if he already knew what they were*? Because he didn't know. Pure and simple. *No one* knew.

So there you go! Any way the cookie crumbles, no one knew on Sept 14 that unless the Board unanimously approved the Duffields' proposed modification, the Rec Center expansion project was dead. And therefore it is the Duffields who have breached the Grant Agreement. And therefore trustee Schmitz was never the cause of the loss of this “so called” funding source. Rather, our incompetent staff is to blame because they did nothing to legally commit the Duffields to the represented donation. Don't like it? Do what my friend Gail Krolick recommends. MOVE! And make sure Gail lists your home for sale because she has graciously offered to kick back her sales commission (thank you Gail).

Respectfully, Aaron Katz

EXHIBIT "H"

Re: So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact Seven: Wake Up Stupids. The Duffields Never Intended to Pay For Construction of the Rec Center Expansion Project. Never, Never, Never! P.S.

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>, <sellingtahoe@sbcglobal.net>
Subject: Re: So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact Seven: Wake Up Stupids. The Duffields Never Intended to Pay For Construction of the Rec Center Expansion Project. Never, Never, Never! P.S.
Date: Oct 7, 2022 9:04 AM
Attachments: image.png image.png image.png image.png

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

Sorry for the "P.S." but some more facts.

In my October 6, 2022 e-mail below I made the observation "August 24 was three weeks before the infamous September 14 meeting. Wasn't that about the time Bree Waters told us that the Duffields balked at the estimated construction cost for the proposed expansion everyone had agreed to at the end of July when the Grant Agreement was approved?" Well it turns out that was when the project's design team began working feverishly on Mr. Duffield's proposed revisions.

Listen to IVGID engineer Kate Nelson's admission in the livestream of the Board's Sept 14, 2022 meeting (go to 1:42:20-24 of the 9/14/2022 livestream):

"they've (i.e., the design team have) been creating th(e) design package (submitted to TRPA) for **three weeks.**"

There's your evidence. The Duffields got their final TRPA approval for their private gymnastics gymnasium at 1100 Tahoe Blvd three weeks before the Board's Sep 14 meeting (on Aug 24, 2022), and that's precisely when IVGID staff and its project design team began working feverishly on modifications to what had been agreed to by both parties as recited in the Grant Agreement.

Like I said. The dates all line up. And now we have an admission from IVGID staff that they do.

Two more facts to consider. How much has IVGID paid to date for pre-construction design? And how much of this sum has the District actually received in reimbursements from the Duffields? I'm guessing NOTHING, but why don't you tell us Chairperson Callicrate?

Wake up Boar members and Gail Krolick!

Respectfully, Aaron Katz

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

From: <s4s@ix.netcom.com>
Sent: Oct 6, 2022 10:05 PM
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>, <sellingtahoe@sbcglobal.net>
Subject: So Let's Get the Truth on the Table Insofar as the Most Recent Rec Center Expansion Fiasco is Concerned, Shall We? - Fact Seven: Wake Up Stupids. The Duffields Never Intended to Pay For Construction of the Rec Center Expansion Project. Never, Never, Never!

Chairperson Callicrate and the Other Honorable Members of the IVGID Board -

So here we go again. As DJ Khalid would say, all over again. "It's another one!"

Here I will demonstrate, again, that fault for the Recent Rec Center Expansion fiasco lies where every fiasco around here ALWAYS Lies – Dirty, Incompetent, Naive, Deceitful, Over Compensated/Benefited Staff Who Care More About Themselves, Their Public Employee Colleagues, and Their Special Interests of the Month (here the Duffields) Than the Local Parcel Owners They Were Hired to Serve (aka "the IVGID Culture")! Don't like hearing this Indra Winquest, Kendra Wong, Gail Krolick, Michaela Tonking and all of your minions like Miles Riner, Charlie Miller, Brad Johnson, Joe Wolfe, Bruce Simonian and others? Too bad! Unlike each of you I speak the truth. Now onto the facts.

Take a look at the pix below. There you will see the Duffields moving full speed ahead on their REAL gymnastics gymnasium project on their Ponderosa Ranch property located at 1100 Tahoe Blvd.

1. So as of Sept 14 the Duffields were allegedly "ALL IN" insofar as our Rec Center expansion project were concerned, and their purported agreement to donate us \$26M to pay for construction of the project.
2. Yet a scant three weeks later the Duffields are pouring concrete for the foundation of their REAL Rec Center located at 1100 Tahoe Blvd (again, see below).
3. And you people don't think this was the Duffields' intent all along? That we were nothing more than their plan B if their plan A failed? And once they received their TRPA conditional permit on August 4, 2022, they shed IVGID like a hot potato. And once they received their final TRPA permit on August 24, 2022, we were history.
4. Payment for construction of this project was never anything other than a "possible" back up for the Duffield's *real* agenda. After all, take a look at the Duffields' September 19, 2022 termination e-mail: "Thank you for your time, efforts, and dedication as we worked together on the *potential* expansion of the IVGID recreation" center. Potential? I thought it was a done deal Myles Riner and Kendra Wong, not a "potential."
5. It turns out that on November 24, 2021 the Duffields submitted an application to TRPA for approval to construct a 4,800 square foot private gymnasium on their Ponderosa Ranch property (1100 Tahoe Blvd. – APN 130-302-26). The project was assigned TRPA #ERSP2021-1855 (don't believe me? Check it out for yourself). And to demonstrate the seriousness of their application, an application fee of \$21,158.00 was paid. You don't pay this kind of money unless you seriously intend to complete the project. Seriously.
6. Prior to submittal of this application, substantial work had to be performed. Design, plans, engineering, soils, hydrology, etc. And look at the number of workers below. You don't assemble a team of construction workers like these in just a couple of weeks. This means that the Duffields must have begun working on this project many, many months before. Maybe even a year or more before?

7. As stated above, on August 4, 2022 TRPA issued a conditional permit for the project. And on August 24, 2022, the project was finally approved and a final building permit issued.
8. Wait a minute. August 24 was three weeks before the infamous September 14 meeting. Wasn't that about the time Bree Waters told us that the Duffields had balked at the estimated construction cost for the proposed expansion everyone had agreed to at the end of July when the Grant Agreement was approved? Wasn't that about the same time everyone was working feverently to come up with Option D? Wasn't this really all the justification the Duffields needed to pull their money plug? And to defer our attention by working on a modified plan? The timing all matches. And why? Because it's the truth.
9. So when the stupids in our community, led by stupid Kendra Wong, stupid Tim Callicrate and stupid Indra Winquest were pushing the narrative that if trustee Schmitz only apologized and stated she would vote for the Duffields' proposed Grant Agreement amendment, the Duffields were well on their way to constructing their REAL project.
10. Chairperson Callicrate and staff had to come up with an explanation for what had happened that deferred responsibility. And rather than their stupidity, they came up with the explanation it was really all trustee Schmitz's fault and she should be thrown under the bus. So here is how the narrative took place.
11. As of September 27, 2022 Chairperson Callicrate still didn't understand what had gone wrong. So someone (not necessarily the Duffields) had to come up with an explanation. So Chairperson Callicrate claims he called up the Duffields to find out the reasons, and he was informed why. And later that very same day, that explanation became the false narrative advanced by Indra and Kendra; i.e., that the Duffields pulled their donation because the Board didn't unanimously vote in favor of the proposed Grant Agreement amendment on September 14, 2022.
12. So our wonderful, competent staff were DUPED. The Duffields played us like a cheap suit. Or a fiddle for those of you who don't wear suits. And it was so easy. Keep us hanging on while the Duffields diligently prosecuted their REAL project. And once we were no longer needed, sayonara!

So there you go! Any way the cookie crumbles, we were NEVER the Duffield's real project. And they NEVER intended to follow through with the false narrative they were going to donate \$26M. And therefore trustee Schmitz was never the cause of the loss of this "so called" funding source. Rather, our incompetent staff is to blame because they did nothing to legally commit the Duffields to the represented donation. And they were too stupid to see what was going on right in front of their faces!

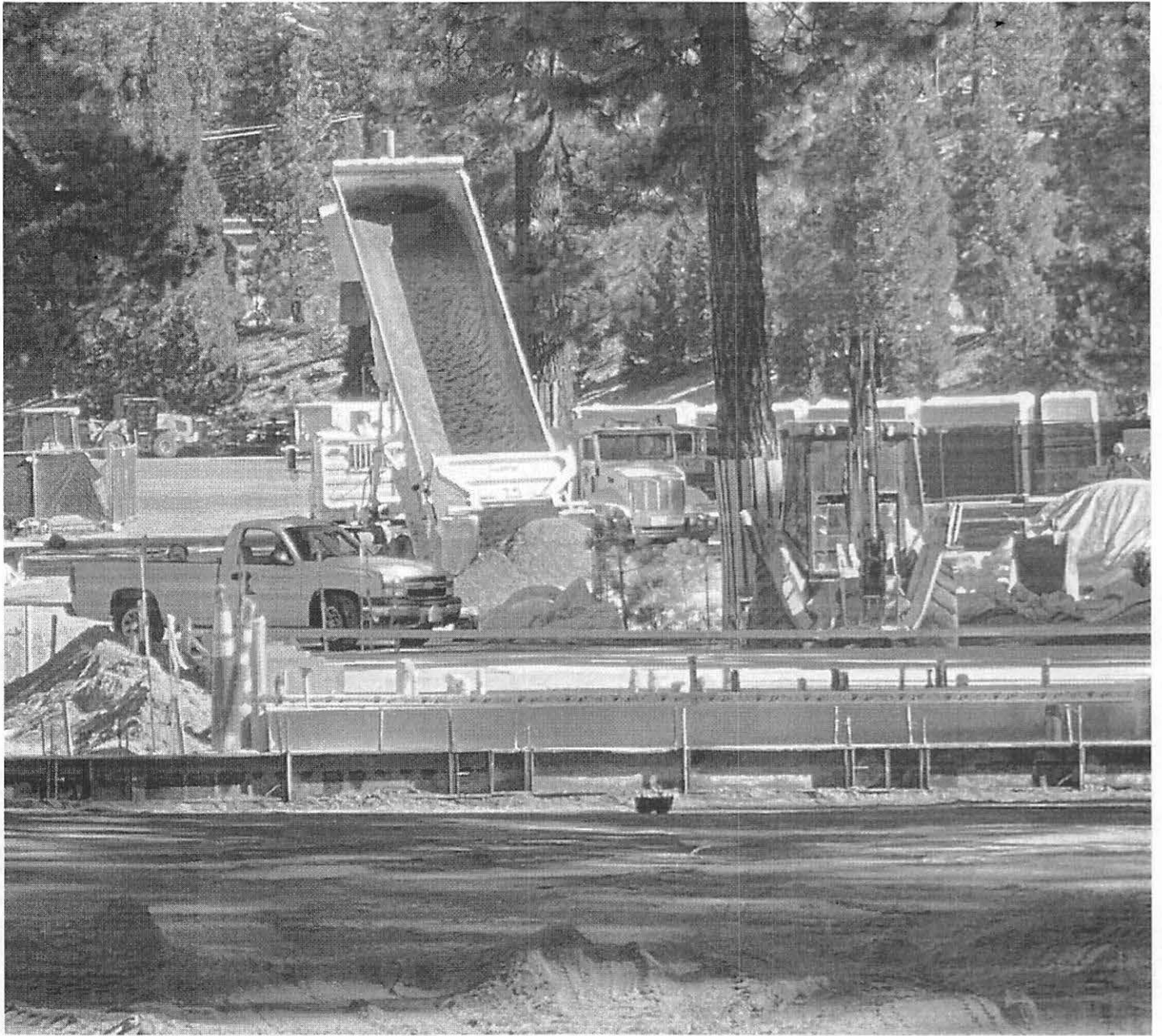
No Sara doesn't need to resign. YOU Board members DO! And why? Because you're stupid, stupid, stupid. And now we see you're really just as stupid as your stupid staff. You were made for each other. And the Duffields saw this right from the start. The Duffields are no dummies. Remember. They went head to head with Larry Ellison and prevailed. They knew more than anyone that all they had to do was dangle the prospect of a little bit of cash, and they could get stupid people to do anything. And that's what happened here.

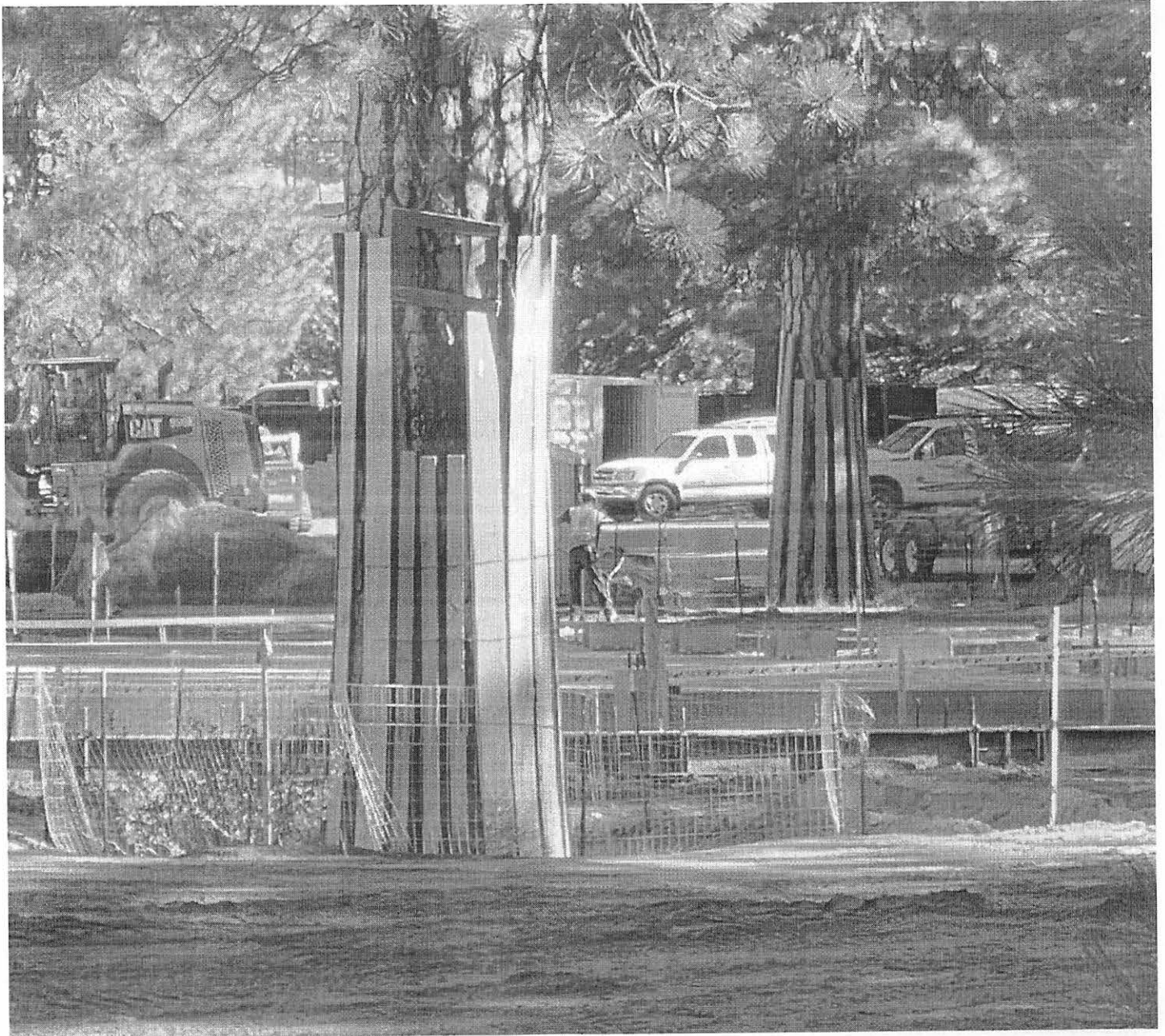
Some final words for my friend Gail Krolick. In a previous e-mail I stated you weren't qualified to run for IVGID trustee. I urged you to prematurely end your candidacy and do our community a favor. In retrospect, I now think I was wrong. We all see that the number one requirement for being an IVGID trustee is STUPIDITY. Don't believe me? Besides what I have demonstrated, just look at Peter Morris. We now see that Gail exhibits these same attributes in spades. To go along with her blind slobbering love for Indra and the wonderful staff he has been able to assemble. So continue to run for trustee Gail. You'll fit in just fine.

Now if the reader of this e-mail is an ordinary citizen and you don't like what you've learned about our wonderful staff and Board, you'd better do something about it before the upcoming election. Definitely DON'T vote for Gail. Nor her simpatigo who also wrongfully called for Sara's resignation at the Board's September 28, 2022 meeting.

Respectfully, Aaron Katz









**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR OCTOBER 12, 2022 MEETING –
AGENDA ITEM H(1) – REFUNDING A PORTION OF FEES FAVORED NON-
PROFITS PAID/AGREED TO BE PAID TO USE THE PUBLIC'S CHAMPION-
SHIP GOLF COURSE FOR THEIR FUNDRAISING PURPOSES**

Introduction: In a companion written statement the reader will see where I asked the Board to terminate GM Winquest's IVGID employment because of his BRAZEN disregard of Board action insofar as possible expansion of the Rec Center. As if we needed additional reasons to take this action, here we have it. And I ask can you believe? Well I can believe. Because this kind of crap has been going on around here for decades. And that's the purpose of this written statement.

Here GM Winquest is the Point Person For Special Interest Non-Profits, Rather Than Local Parcel Owners, Who Object to Reimbursing the Public For the Costs It Incurs to Make Our Recreational Facilities Available So They Can Make Money Off Use of Them For *Their* Private Purposes: Here at least four (4) local nonprofits asked to take over exclusive use of the public's Championship Golf Course so they could use it for *their* private purposes. Notwithstanding they were told what the cost would be, which by the way is *less* than the cost the public incurs to operate this facility, they object after-the-fact. So they've asked our GM for a refund.

Our GM KNOWS this is wrong. He knows he can very easily grant these non-profits' requests, hide the details in the District's financials, not disclose what he's done to the Board and the public, and no one would be the wiser. It's what being a community is all about, right Indra?

But he knows I and others are watching and looking for wrongdoing like this. And he knows that if we learn of this wrongdoing, and he were to do what I suggest he could do, he'd have another public relations snafu on his hands. So instead of doing what in his heart of hearts he wants to do¹, he wants the Board to be his tool. That way if the Board refuses, he can claim to his real constituency that he is "the good guy" by casting blame on trustee Schmitz and her colleagues. This explains what this agenda item is really all about. Right Indra?

My E-Mail of October 6, 2022 to the Board on This Subject: It responds to each of the factual issues at play. And it's attached to this written statement as Exhibit "A."

My Follow Up E-Mail and Attachments of October 12, 2022 to the Board on This Subject: When I examined the Board packet in support of this agenda item², I found each nonprofit's application and agreement with the District to be conspicuously absent. This led me to make a formal public

¹ Because he's more committed to the interests of these special interests than the local parcel owners he was hired to serve – it's the IVGID culture!

² See pages 049-053 of the packet of materials prepared by staff in anticipation of this meeting ["the 10/12/2022 Board packet" (go to <https://www.yourtahoepace.com/uploads/pdf-ivgid/1012.pdf>)].

records request on October 9, 2022 to examine the same³. And on October 12, 2022 the District's Public Records Officer ("PRO"), Susan Herron, responded³. Except her response wasn't exactly complete. Although Ms. Herron provided approved applications by each of the four (4) nonprofits for my examination⁴, she failed to provide fully executed (by each nonprofit) agreements or at least executed consents to staff's written offers. This led me to request any agreements by each of these nonprofits to actually pay the \$4,290 fee disclosed³. And in response, Ms. Herron stated that the offers were accepted by conduct; each nonprofits' payment, without reservation, as evidenced at pages 051-053 of the 10/12/2022 Board packet³.

These events led me to forward Ms. Herron's communications and the four (4) actual applications to the Board along with an e-mail asking why this matter had even been agendaized⁵? After all, isn't an agreement an agreement? And didn't each of these nonprofits agree to pay the \$4,290 fee offered? So why has this matter been agendaized?

Conclusion: So there you go! More evidence that GM Winqest is really not here to protect the interests of the local parcel owners he was hired to represent. More evidence that he considers his real constituency to be the local special interests in our community, like these four non-profits, he can count on to be here for him when he needs them. More evidence that his employment needs to be terminated.

And why is Trustee Tonking the one who is sponsoring this agenda item? Don't you understand Michaela that the Champ Golf Course, like the rest of the public's recreational facilities, operates at a financial loss? And local parcel owners are required to cover that loss with the Recreation Facility Fee ("RFF") they involuntarily pay? And if takers in our community, like these four (4) nonprofits, pay the District less for their exclusive use, it means that local parcel owners in essence pay more? I guess you don't care Michaela because you don't pay the RFF. You merely rent space in your parents' home or who knows? Maybe you pay nothing? Regardless, you have no skin in this game.

For all of these reasons I urge the Board to summarily deny our GM's request.

And You Wonder Why the RFF Local Parcel Owners Are 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).

³ See the string of e-mails attached as Exhibit "B" to this written statement.

⁴ These applications are collectively attached as Exhibit "C" to this written statement.

⁵ This e-mail is attached as Exhibit "D" to this written statement.

EXHIBIT "A"

October 12, 2022 IVGID Board Meeting - Agenda Item H(1) - Refunds to Favored Non-Profit Special Interest Who Used Our Recreational Facilities at an Unwarranted Discount For Their Own Personal Fundraising Purposes

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: October 12, 2022 IVGID Board Meeting - Agenda Item H(1) - Refunds to Favored Non-Profit Special Interest Who Used Our Recreational Facilities at an Unwarranted Discount For Their Own Personal Fundraising Purposes
Date: Oct 6, 2022 3:41 PM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

Well can you believe this one?

Four nonprofits have used the public's recreational facilities (the Champ Golf Course) for their private fundraising purposes, and now they're complaining they were charged too much. Even though they knew the charge ahead of time and if they didn't like it, they could have said no.

So why is this matter before the Board? Why didn't Indra just say "no" and that would be the end of the matter?

Or why not say yes, refund the sums requested, hide what you've done from the Board and the public just like Bree Waters hid modification of the proposed Rec Center expansion from the Board and the public, and bury this in the District's financials?

And by the way Mr. transparent and upfront Indra. Where in your staff memo do you tell the Board and the public the justification for the refund requested? You've told us these non-profits were put on notice ahead of time. So what's the justification? Because "most charities were unprepared for the significance of the increases?" Or could it be there is no justification?

And why bring the matter to the Board for approval? Could it be that we've got Indra so spooked so that now he's afraid to commit any act which can be characterized as wrongdoing, and instead, defer that wrongdoing onto the Board?

I keep telling you it's just like my friend DJ Khalid says - "here's another one."

And here's another example of peeling away the layers looking for a core of good and instead, we again find lies, deceit, special favors, evil, etc. It doesn't matter what it is. Always a core of BAD!

Hell no to the refund request. Don't you non-profits feel guilty that you've even made the request? Of course you don't. Because that's what unethical and evil people feel. Congratulations!

You already got a hell of a discount (\$59.58/round instead of the regular \$175 or more - see page 053 of the Board packet). But I guess it wasn't good enough. So now you want me and my local parcel owners to further subsidize your fundraising efforts? And you haven't even offered me a charitable discount. How dare you!

And how dare you Indra when you suggest let's "split the difference." How about we split the difference and then TAKE THE OTHER PORTION OF THE DIFFERENCE OUT OF YOUR SALARY? You're really a piece of...

Work! You're the other piece too. Such a magnanimous individual AT SOMEONE ELSE'S EXPENSE.

Indra tells us it's only \$9,100 and the public can afford the hit. I say these non-profits can afford the hit. This \$9.100 can be better used to reduce my Rec Fee.

I expect each of you to vote a resounding NO. Send a message to the non-profit community. Stop being takers like Gail Krolick and Company. And if you don't like it, do as Gail suggests. MOVE!

Or let's continue the matter and make each of these non-profits share their financials and the amount of money that made at my expense, under penalty of perjury (because I can't believe them otherwise). Then we can have a discussion about whether their request has merit. Ready to open your books non-profits?

Oh. I've got a better suggestion. Give these takers the refund they request, and then BAN THEM FOR LIFE from using the public's recreational facilities for their private fundraising purposes. If this is the type of customer you are, then frankly we neither need nor want you.

Members of the community. Understand these people for who they really are. All of them.

Respectfully, Aaron Katz

EXHIBIT "B"

RE: Records Request - NonProfit Requests and Agreements to Use the Champ Golf Course For Fundraising Events

From: Susan A. Herron <sah@ivgid.org>
To: 's4s@ix.netcom.com' <s4s@ix.netcom.com>
Cc: Indra Winquest <ISW@ivgid.org>
Subject: RE: Records Request - NonProfit Requests and Agreements to Use the Champ Golf Course For Fundraising Events
Date: Oct 12, 2022 9:45 AM

Mr. Katz,

There are three payment receipts within the Board packet. Also, please be aware that the Board of Trustees did away with this application in July 2022.

Susan

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Wednesday, October 12, 2022 9:42 AM
To: Susan A. Herron <sah@ivgid.org>
Cc: Indra Winquest <ISW@ivgid.org>
Subject: RE: Records Request - NonProfit Requests and Agreements to Use the Champ Golf Course For Fundraising Events

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

Thank you.

You have NOT provided records evidencing any agreement on the applicant's behalf to pay the fee represented. Without such concurrence, there is no agreement. I don't know what records staff use to evidence that concurrence but whatever it is, these records have not been provided. Are there such records and if so, where are they?

Also, the records you provided call for concurrence by our GM or his designee. On three of the applications, no such concurrence was evidenced. Why not? Are there other records not provided where that concurrence was given? And if so, why haven't they been provided?

Hopefully you can get these missing records to me prior to tonight's meeting. Thank you, Aaron Katz

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

From: Susan A. Herron <sah@ivgid.org>
Sent: Oct 12, 2022 8:57 AM
To: 's4s@ix.netcom.com' <s4s@ix.netcom.com>
Cc: Indra Winquest <ISW@ivgid.org>
Subject: RE: Records Request - NonProfit Requests and Agreements to Use the Champ Golf Course For Fundraising Events

Mr. Katz,

Attached are the 4 applications as requested.

Susan

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Sunday, October 9, 2022 8:42 PM
To: Susan A. Herron <sah@ivgid.org>
Cc: Indra Winquest <ISW@ivgid.org>
Subject: Records Request - NonProfit Requests and Agreements to Use the Champ Golf Course For Fundraising Events

Hello Ms Herron -

Another records request.

Per the Board packet for next Wed's meeting, 4 nonprofits [St Francis (Knights of Columbus) Hospital Auxxiliary, Tahoe Connection for Families, Kids & Horses and Tahoe Children's Fund] used the Champ Golf Course at reduced rates for their various fundraising events. With respect to each of these nonprofits, I would like to examine their application to use together with supporting materials, and records evidencing IVGID's agreement to use indicating the person on behalf of IVGID who agreed on the District's behalf, as well as the agreed upon use fee.

These records should have been included in the Board packet. But they weren't. And since they should be very readily available, how about making them available for my inspection prior to the upcoming Board meeting? It might be nice to be able to quote the particulars to the Board during public comment.

Thank you for your cooperation. Aaron Katz

EXHIBIT "C"



POLICY AND PROCEDURE RESOLUTION 132, RESOLUTION 1701
APPLICATION

Organization Name: Saint Francis of Assisi
Contact Name: Charles Allio
Address (Mailing): 701 Mount Rose Highway
City, State & Zip Code: Incline Village, NV 89451
E-Mail Address:
Telephone Number:
EIN#/Taxpayer ID#:

Venue/Location: Incline Championship Course
Date(s) of Event: September 26, 2022
Time Range: 1:30 shotgun

Qualify as a 501(c)3 Yes No
OR
Qualify as a Non-Profit Yes No
OR

← If yes, please attach a copy of the organization's IRS Determination Letter or a copy of the last Form 990 filed with the IRS.

Volunteer Organization Yes No
North Lake Tahoe Charities

Service Objective and Beneficiaries:

- Confirm no commercial or personal gain comes from Event (Resolution, paragraph 2) Yes No
- Confirm organization will post Certificate of Insurance to IVGID (Resolution, paragraph 6.) Yes No
- Confirm organization agrees to indemnify and hold IVGID harmless (Resolution, paragraph 7.) Yes No
- Confirm that organization complied with financial records (Resolution, paragraph 15) Yes No

Rack Rate for Venue/Location requested: \$147.00
(Based on Board approved Key Rates)

Yield Management (Comment/Remark):

Charge approved by Venue Manager for this Event: \$1200.00
(\$50 minimum) (Coded to 4293)

Venue Manager Signature and Date: [Signature]

Administrative Concurrence: [Signature]
(General Manager or designee, Signature & Date)

Distribution: Public Records Officer, Director of Finance, Controller, Venue Manager



POLICY AND PROCEDURE RESOLUTION 132, RESOLUTION 1701
APPLICATION

Organization Name: NORTH LAKE TAHOE COMMUNITY HEALTH CARE AUXILIARY
Contact Name: NAN HEALY
Address (Mailing): 880 ALDER AVE
City, State & Zip Code: INCLINE VILLAGE, NV 89451
E-Mail Address: NAN HEALY
Telephone Number:
EIN#/Taxpayer ID#: 94-3222339

Venue/Location: IVGID CHAMP COURSE
Date(s) of Event: 9/18/2022
Time Range: 1:30-6:30

Qualify as a 501(c)3 Yes No
OR
Qualify as a Non-Profit Yes No
OR

← If yes, please attach a copy of the organization's IRS Determination Letter or a copy of the last Form 990 filed with the IRS.

Volunteer Organization Yes No

Service Objective and Beneficiaries: THE NLTHCA PROVIDES UPGRADES AND EQUIPMENT TO THE INCLINE VILLAGE COMMUNITY HOSPITAL AS WELL AS AWARDDING SCHOLARSHIPS TO INCLINE HIGH SCHOOL SENIORS CONTINUING THEIR STUDIES IN MEDICAL FIELDS.

- Confirm no commercial or personal gain comes from Event (Resolution, paragraph 2) Yes No
- Confirm organization will post Certificate of Insurance to IVGID (Resolution, paragraph 6.) Yes No
- Confirm organization agrees to indemnify and hold IVGID harmless (Resolution, paragraph 7.) Yes No
- Confirm that organization complied with financial records (Resolution, paragraph 15) Yes No

Rack Rate for Venue/Location requested: *\$147⁰⁰ PER PERSON*
(Based on Board approved Key Rates)

Yield Management (Comment/Remark):

Charge approved by Venue Manager for this Event: *\$1200*
(*\$50 minimum*) (Coded to 4293)

Venue Manager Signature and Date: *[Signature]*

Administrative Concurrence: _____
(General Manager or designee, Signature & Date)

Distribution: Public Records Officer, Director of Finance, Controller, Venue Manager



POLICY AND PROCEDURE RESOLUTION 132, RESOLUTION 1701 APPLICATION

Organization Name: Kids & Horses Therapeutic Riding Center

Contact Name: DougBrimm Catherine O'Brien

Address (Mailing): 2869 Esaw Street

City, State & Zip Code: Minden NV 89423

E-Mail Address:

Telephone Number:

EIN#/Taxpayer ID#: 88-0419196

Venue/Location: Incline Village Championship Golf Course

Date(s) of Event: JUNE 6, 2022

Time Range: 1:00-end of day

Qualify as a 501(c)3 Yes No OR

Qualify as a Non-Profit Yes No OR

Volunteer Organization Yes No

Service Objective and Beneficiaries: Children and adults with disabilities come for licensed therapy with physical, occupational, and speech therapists. Adaptive riding teaches riding skills. Life Skills classes benefit students from Incline High School and other schools along with early stage dementia workshops open to the public

Confirm no commercial or personal gain comes from Event (Resolution, paragraph 2) Yes No

Confirm organization will post Certificate of Insurance to IVGID (Resolution, paragraph 6.) Yes No

Confirm organization agrees to indemnify and hold IVGID harmless (Resolution, paragraph 7.) Yes No

Confirm that organization complied with financial records (Resolution, paragraph 15) Yes No

If yes, please attach a copy of the organization's IRS Determination Letter or a copy of the last Form 990 filed with the IRS.

Rack Rate for Venue/Location requested: (Based on Board approved Key Rates)

Yield Management (Comment/Remark):

Charge approved by Venue Manager for this Event: \$4290.00 (\$50 minimum) (Coded to 4293)

Venue Manager Signature and Date: [Signature]

Administrative Concurrence: [Signature] (General Manager or designee, Signature & Date)

Distribution: Public Records Officer, Director of Finance, Controller, Venue Manager

Effective July 1, 2013

As Adopted on July 10, 2013



POLICY AND PROCEDURE RESOLUTION 132, RESOLUTION 1701
APPLICATION

Organization Name: Tahoe Children's Foundation, Inc. DBA Tahoe's Connection For Families
Contact Name: Alyce Cady
Address (Mailing): PO Box 3074
City, State & Zip Code: Incline Village, NV 89450
E-Mail Address:
Telephone Number:
EIN#/Taxpayer ID#: 88-0503036

Venue/Location: Championship Golf Course
Date(s) of Event: Sunday, June 5, 2022
Time Range: 9am shotgun start

Qualify as a 501(c)3 Yes No
OR
Qualify as a Non-Profit Yes No
OR
Volunteer Organization Yes No

If yes, please attach a copy of the organization's IRS Determination Letter or a copy of the last Form 990 filed with the IRS.

Service Objective and Beneficiaries:

Confirm no commercial or personal gain comes from Event (Resolution, paragraph 2) Yes No
Confirm organization will post Certificate of Insurance to IVGID (Resolution, paragraph 6.) Yes No
Confirm organization agrees to indemnify and hold IVGID harmless (Resolution, paragraph 7.) Yes No
Confirm that organization complied with financial records (Resolution, paragraph 15) Yes No

Rack Rate for Venue/Location requested:
(Based on Board approved Key Rates) \$157⁰⁰ PER PERSON

Yield Management (Comment/Remark):

Charge approved by Venue Manager for this Event: \$4200
(\$50 minimum) (Coded to 4293)

Venue Manager Signature and Date:  5/3/22

Administrative Concurrence:  5/10/22
(General Manager or designee, Signature & Date)

Distribution: Public Records Officer, Director of Finance, Controller, Venue Manager

EXHIBIT "D"

Agenda Item H(1) For Tonight's Board Meeting - Update - Fw: Records Request - NonProfit Requests and Agreements to Use the Champ Golf Course For Fundraising Events

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: Agenda Item H(1) For Tonight's Board Meeting - Update - Fw: Records Request - NonProfit Requests and Agreements to Use the Champ Golf Course For Fundraising Events
Date: Oct 12, 2022 10:25 AM
Attachments: [4 Applications.pdf](#)

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

I wanted to examine the actual agreements these four (4) nonprofits entered into which specified the agreed upon fee to exclusively use the public's Champ Golf Course for these nonprofits' private fund raising purposes. So I made the records request identified below ("With respect to each of these nonprofits, I would like to examine their application to use together with supporting materials, and records evidencing IVGID's agreement to use indicating the person on behalf of IVGID who agreed on the District's behalf, **as well as the agreed upon use fee**").

Ms. Herron's response is indicated below, and the records she provided are attached to this forwarded e-mail (so you can examine them yourselves).

Well as you can see, Ms. Herron did not provide me with anything in writing, signed by the nonprofits in question, whereby they agreed to the designated use fee. Even though I asked for the same. Instead Ms. Herron subsequently advised (see below) that this consent purportedly took place via action; these nonprofits' payment of the amounts in question (pages 051-053 of the Board packet evidence payment receipts for \$4,290/each) together with actual use of the public's Champ Golf Course.

So what we really have here (correct me if I'm wrong attorney Josh Nelson) are agreements by IVGID to grant these nonprofits' applications at a fee of \$4,290/each, and these nonprofits' agreements to use the public's Champ Golf Course on the dates indicated in their applications, and to pay the \$4,290/each represented. Is not an agreement an agreement? And if these nonprofits were not in agreement to pay the represented \$4,290/each, **WHY DID THEY AGREE?**

So if there were agreements, **WHY EXACTLY IS OUR GM BRINGING THESE MATTERS BEFORE THE BOARD FOR MODIFICATION AFTER THE FACT?**

This agenda item needs to be summarily rejected! **SUMMARILY!**

Respectfully, Aaron Katz

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

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

Sent: Oct 12, 2022 9:45 AM

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

Cc: Indra Winquest <ISW@ivgid.org>

Subject: RE: Records Request - NonProfit Requests and Agreements to Use the Champ Golf Course For Fundraising Events

Mr. Katz,

There are three payment receipts within the Board packet. Also, please be aware that the Board of Trustees did away with this application in July 2022.

Susan

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

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

Sent: Oct 12, 2022 8:57 AM

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

Cc: Indra Winquest <ISW@ivgid.org>

Subject: RE: Records Request - NonProfit Requests and Agreements to Use the Champ Golf Course For Fundraising Events

Mr. Katz,

Attached are the 4 applications as requested.

Susan

From: s4s@ix.netcom.com <s4s@ix.netcom.com>

Sent: Sunday, October 9, 2022 8:42 PM

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

Cc: Indra Winquest <ISW@ivgid.org>

Subject: Records Request - NonProfit Requests and Agreements to Use the Champ Golf Course For Fundraising Events

Hello Ms Herron -

Another records request.

Per the Board packet for next Wed's meeting, 4 nonprofits [St Francis (Knights of Columbus) Hospital Auxxiliary, Tahoe Connection for Families, Kids & Horses and Tahoe Children's Fund] used the Champ Golf Course at reduced rates for their various fundraising events. With respect to each of these nonprofits, I would like to examine their application to use together with supporting materials, and records evidencing IVGID's agreement to use indicating the person on behalf of IVGID who agreed on the District's behalf, as well as the agreed upon use fee.

These records should have been included in the Board packet. But they weren't. And since they should be very readily available, how about making them available for my inspection prior to the upcoming Board meeting? It might be nice to be able to quote the particulars to the Board during public comment.

Thank you for your cooperation. Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR OCTOBER 12, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – THE BOARD'S APPROVAL OF
STAFF'S REQUEST TO INCREASE THE GENERAL MANAGER'S
SPENDING/CONTRACTING AUTHORITY TO \$100,000
WITHOUT BOARD APPROVAL**

Introduction: At the Board's September 28, 2022 meeting [see Agenda item H(3)] staff presented a proposal to increase the GM's contracting/spending authority to \$100,000 without Board approval¹. And that's the purpose of this written statement.

My E-Mail of September 27, 2022 to the Board on This Subject: It responds to each of the factual issues at play. And it's attached to this written statement as Exhibit "A."

Conclusion: Now why does our GM require this spending/contracting authority without Board oversight or approval? How arrogant our staff are. Are you out of your minds? And what does this say about our staff? Just say no!

And You Wonder Why the Recreation ("RFF") and Beach ("BFF") Local Parcel Owners Are Forced to Involuntarily Pay Which Support Garbage Policies Such as This One 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 Go to pages 145-169 of the packet of materials prepared by staff in anticipation of the Board's September 28, 2022 meeting [https://www.yourtahoepace.com/uploads/pdf-ivgid/0928_-_Part_2.pdf ("the 9/28/2022 Board packet)].

EXHIBIT "A"

Sep 28, 2022 IVGID Board Meeting - Agenda Item H(3) - Proposed Revisions to Policy 3.1.0 to Allow Our Unelected GM to Spend/Enter Into Any Contract on the Public's Behalf Up to \$100K on Any One Project Without First Obtaining Board Approval

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>
Subject: Sep 28, 2022 IVGID Board Meeting - Agenda Item H(3) - Proposed Revisions to Policy 3.1.0 to Allow Our Unelected GM to Spend/Enter Into Any Contract on the Public's Behalf Up to \$100K on Any One Project Without First Obtaining Board Approval
Date: Sep 27, 2022 9:30 AM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

Well can you believe the arrogance? Again?

Most of you think this is nothing more than a housecleaning measure. Well I don't.

Staff is pushing a modification to a Board policy which now gives our unelected GM the power to spend/contract to spend up to \$100K on the public's behalf without first obtaining Board approval (for such vital expenditures such as attorney's fees or Dr Bill therapy). And why?

There's no good reason whatsoever to give our GM this authority. Moreover in the past, our current GM and past GMs have abused this power (albeit at a lower dollar threshold than \$100K). It's about time Board members exercise their responsibilities under NRS 318.175 to "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." Is this such a difficult concept to understand and adhere to? Forcing unelected staff to come to the Board for approval to spend/contract to spend sums in excess of \$50K is not so burdensome. Is it?

How about spending your time on something productive to local property owners rather than stupid policies such as this one which is intended to vest more and more power in unelected staff to the detriment of the Board and local parcel owners? Respectively, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR OCTOBER 12, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – THE BOARD'S ADOPTION OF
A CODE OF CONDUCT AT ITS SEPTEMBER 28, 2022 MEETING**

Introduction: At the Board's September 28, 2022 meeting [see Agenda item H(2)] staff unbelievably presented an abusive Code of Conduct for the Board's approval which regulates trustees' conduct between themselves and staff¹. And a majority of the Board approved it. Prior to the Board's approval I e-mailed my opposition. And that's the purpose of this written statement.

My E-Mail of September 27, 2022 to the Board on This Subject: It responds to each of the factual issues at play. And it's attached to this written statement as Exhibit "A."

Conclusion: How arrogant our staff are. How arrogant Chairperson Callicrate and Trustees Wong and Tonking are. To threaten any trustee elected by qualified voters with discipline or possible removal from office for their conduct? Are you out of your minds? And what does this say about our staff? Just say no!

And You Wonder Why the Recreation ("RFF") and Beach ("BFF") Local Parcel Owners Are Forced to Involuntarily Pay Which Support Garbage Policies Such as This One 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 Go to pages 130-136 of the packet of materials prepared by staff in anticipation of the Board's September 28, 2022 meeting [https://www.yourtahoepace.com/uploads/pdf-ivgid/0928_-_Part_2.pdf ("the 9/28/2022 Board packet)].

EXHIBIT "A"

Sep 28, 2022 IVGID Board Meeting - Agenda Item H(2) - Staff's Renewed Initiative to Impose an Abusive Code of Conduct Upon Elected Board Members

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>
Subject: Sep 28, 2022 IVGID Board Meeting - Agenda Item H(2) - Staff's Renewed Initiative to Impose an Abusive Code of Conduct Upon Elected Board Members
Date: Sep 27, 2022 9:30 AM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

Well can you believe the arrogance? Again? As DJ Khalid tells us over and over again, "here's another one!"

Staff is pushing a Board policy which chills the ability of trustees to represent their constituencies when their interests are opposite of unelected staff's, and then unbelievably calls for sanctions to be imposed including possible removal from office. Are you for real? Why Chair Callicrate would you ever, ever, ever permit staff to come up with a garbage policy such as this and then agendize it, speaks to his incompetent as our chairperson. The idea is not to mold all trustees into a common philosophically uniform unit so they can act as one. Rather, it is to encourage a divergent group of trustees who mirror the divergent make up of our community. But that's contrary to staff's interest. Which explains why this matter has been agendized.

Don't waste your time with a garbage policy such as this. First of all it is entirely unnecessary. This District with all of its strife has been able to function without a policy such as this one for more than fifty (50) years. So why now?

Second of all, it is contra to NRS 318.185 which instructs it shall be "the board (which) shall have the power to prescribe the duties of (its)...employees." Not our GM but the Board. So how dare you staff advance a policy which possibly sanctions Board members for doing their jobs!

Third of all, this policy is contra to NRS 318.175 which instructs it shall be "the board (rather than get out of our way staff which) 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." Board interference? Absolutely. Taking time away from employees' mostly worthless jobs so real productive changes can take place? Absolutely. Ruffling unelected staff's feathers because now they must answer to Board members rather than Indra? Absolutely.

And finally, where in NRS 318 does it state that a majority of the Board can sanction or remove a duly elected (by voters) trustee? Since the answer is NOWHERE, where does your staff get off attempting to modify NRS 318 to provide powers to advance their selfish interests the Legislature has deemed not to exist?

Neither staff nor a majority of the Board has any power to regulate the conduct of a duly elected trustee. Whether it be conduct with fellow trustees, or staff, or even members of the public. If unelected staff or our GM don't like this reality, I say go work for Brad Johnson in Kings Beach! We don't need you and your mentality which asserts you and your public employee colleagues are the District's most important asset.

If a trustee's conduct is deemed inappropriate, NRS 318.080(6) instructs that the public has a remedy: "the board of county commissioners of the county vested with jurisdiction pursuant to NRS 318.050 may remove (the) trustee...for cause shown."

And NRS 306.020(1) provides another remedy: "every public officer in the State of Nevada is subject to recall...by the registered voters of the State or of the county, district or municipality that the public officer represents." As does Section 9 of Article 2 of the Constitution of the State of Nevada which instructs that "every public officer in the State of Nevada is subject...to recall from office by the registered voters of the state, or of the county, district, or municipality which he represents." If unelected staff or our GM don't like any of these

remedies, get county commissioners or voters to exercise the statutory remedies available to remove one or more offending trustees from office. But don't attempt to circumvent these statutes by coming up with your own unique policies adopted without any legal authority whatsoever.

We've had this discussion before. IVGID is a limited purpose public agency with limited powers. Moreover Dillon's Rule is clear in that unless a power is expressly stated, it doesn't exist. And should there be any doubt as to whether or not it exists, that doubt is to be resolved AGAINST the exercise of such power. So where does NRS 318 declare that a majority of trustees may censure or sanction a fellow trustee for taking up the time of a public employee? The power doesn't exist.

How about spending your time on something productive rather than stupid policies such as this one which is intended to vest more and more power in unelected staff to the detriment of local parcel owners? Respectively,
Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR OCTOBER 12, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – THE BOARD'S APPROVAL TO
PAY ATTORNEY BEKO'S LAST BILLING IN THE MARK SMITH PUBLIC
RECORDS CONCEALMENT ACTION WITHOUT DEMANDING
ACCOUNTABILITY**

Introduction: Notwithstanding our GM has the power to pay up to \$50,000 without Board approval or oversight, at the Board's September 28, 2022 meeting [see Agenda item G(1)] staff requested the Board approve attorney Beko's final billing invoice rendered in the Mark Smith public records concealment action. Bringing to a total, an unbelievable nearly \$237,000. And a majority of the Board approved it without demanding accountability from someone. Prior to the Board's approval I e-mailed my opposition. And that's the purpose of this written statement.

My E-Mail of September 27, 2022 to the Board on This Subject: It responds to each of the factual issues at play. And it's attached to this written statement as Exhibit "A."

Conclusion: How arrogant our staff are. To cost local parcel owners some \$237,000 because staff improperly concealed legitimate public records? How arrogant Chairperson Callicrate and Trustees Wong and Tonking are. Are you out of your minds? And what does this say about our staff? Just say no! It's time to hold those who are responsible accountable.

And You Wonder Why the Recreation ("RFF") and Beach ("BFF") Local Parcel Owners Are Forced to Involuntarily Pay Which Support Garbage Policies Such as This One 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"

Sep 28, 2022 IVGID Board Meeting - Agenda Item G(1) - Approval to Pay Attorney Beko an Additional \$18,293.87 For Wasteful Legal Work Expended Defending the District in the Mark Smith Public Records Concealment Litigation - On the Consent Calendar No Less!

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: Sep 28, 2022 IVGID Board Meeting - Agenda Item G(1) - Approval to Pay Attorney Beko an Additional \$18,293.87 For Wasteful Legal Work Expended Defending the District in the Mark Smith Public Records Concealment Litigation - On the Consent Calendar No Less!
Date: Sep 27, 2022 9:29 AM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

Here staff propose the Board approve a final payment of over \$18K to attorney Beko for his wasteful legal work expended defending the District, Trustee Kendra Wong personally and former attorney Jason Guinasso personally in the Mark Smith Public Records concealment litigation. AND BURIED ON THE CONSENT CALENDAR NO LESS to ensure it gets rubber stamped!

I ask that at least one of you request removal of this item from the Consent calendar and on to the General Business calendar where it can be openly discussed. A serious discussion needs to take place as to why the District has had to spend nearly \$237K defending staff's improper concealment of public records. And what are the consequences to those employees or others (Jason Guinasso?) who caused this this concealment? Additionally, staff need to be made to disclose to the Board and the public if additional expenses have been spent on unreimbursed staff and other time which are not included in attorney Nelson's written summary, and if so, the extent and amount of those expenditures. I've asked to staff to respond to this inquiry so the public has a complete picture and they have refused. This tells us everything we need to know - the number is far higher than \$237K!

The job of a good litigation attorney is to assist his/her client in expending the least amount of fees and costs in pursuit of an acceptable outcome. It is not to fight every initiative proffered by one's opponent with the intent of churning fees no matter the cost. But that's not what we have here. And that's exactly what needs to be discussed in an open forum on the General Business calendar.

There's another question which needs to be answered in an open forum. Page 084 of the Board packet reveals that Trustee Wong may have paid some of the fees billed by Mr. Beko to the District, personally (see the asterisk at the bottom of the page). The public wants to know how much, and whether the payment was fair and adequate in light of the benefit received at the public's expense. The summary at page 084 of the Board packet reveals that Mr. Beko's firm has billed the District \$129,279.83. Yet only \$97,985.96 excluding personal payments by Trustee Wong has been paid. Is staff telling us Ms. Wong paid the difference of \$31,293.97? If not, how much did she pay? And why isn't the amount disclosed on Mr. Nelson's summary? Is this another example of Indra's "financial transparency?" The public requires a public discussion of these issues. Don't you Board members agree?

Another question. The summary at pages 084-085 of the Board packet reveal that Mr. Beko's firm has been paid \$97,985.96, and Mr. Nelson's firm has been paid an additional \$38,995.07. Why was Mr. Nelson's firm paid anything? What has Mr. Nelson's firm contributed to the defense of this litigation that Mr. Beko was unable to provide? Stated otherwise, how many attorneys for IVGID does it take to screw in this light bulb and were the sums billed reasonably necessary or appropriate? The public requires a public discussion of these issues. Don't you Board members agree?

Finally, understand where this \$237K has/will come from. Although these billings may have been assigned to the General Fund, staff intentionally budget to overspend expenditures such as these assigned to the General Fund. The deficiency is covered by disingenuous and phony revenue

assigned to this fund which is labeled "central services costs." If the reader does some research he/she will discover that "central services costs" revenue comes from three sources paid for by local parcel/dwelling unit owners; the Recreation ("RFF") and Beach ("BFF") Facility Fees, and the water/sewer rates they involuntarily must pay. In other words, rather than paying for the availability to access and use the District's beach and/or public recreation facilities, or the just and reasonable costs incurred by the District insofar as the furnishing of water and sewer services are concerned, these sums really pay for wasteful attorney's fees.

BTW, I fully expect Indra to come up with his endless mantra that whatever any of his critics represent, is allegedly untrue. However, Indra never comes up with facts to support his allegations of untruthfulness. So if you're going to open your mouth Indra, please back it up with facts. Just the way I do. Because if you refuse, your allegations of untruthfulness are hollow and warrant zero authority. AGAIN!

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR OCTOBER 12, 2022 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – DO YOUR DAMN JOBS OF NOT
RETAINING DIRTY EMPLOYEES BREE WATERS AND INDRA WINQUEST,
AND DISCIPLINING DIRTY TRUSTEES TONKING AND WONG**

Introduction: I keep telling you staff by-and-large consists of dirty public employees. Who care more about themselves, their public employee colleagues, and their special interest favored collaborators, than the public they were hired to serve¹. And as my friend DJ Khalid instructs, “here’s another” example. Except this example is a far worse one than just dirty employees. It extends to dirty trustees! And that’s the purpose of this written statement.

My E-Mail of October 4 and 11, 2022 to the Board on This Subject: It responds to each of the factual issues at play. And it’s attached to this written statement as Exhibit “A.”

My E-Mail of October 8, 2022 to Trustee Tonking on This Subject: That too is attached to Exhibit “A.”

Conclusion: So there you go! More evidence that GM Winquest is really not here to protect the interests of the local parcel owners he was hired to represent. More evidence that he considers his real constituency to be the local special interests in our community like the Duffields. More evidence that he hires employees who will perpetuate his agenda. More evidence these employees don’t even understand they are public employees, and what that really means. More evidence that Bree Waters’ and Indra Winquest’s public employment needs to be terminated.

And more evidence that our problems here in IVGIDville extend far beyond dirty employees. Staff have infected the pool of possible candidates for IVGID trustee. By advancing their propaganda. And look how it has worked on Trustee Tonking. This is a twenty something “kid” who lives with her parents, doesn’t pay the Recreation (“RFF”) and Beach (“BFF”) Facility Fees like local parcel owners do², can barely balance a check book, few in our community really knew who she was before she ran for IVGID trustee, and yet garnered enough votes to be elected! How could this have possibly happened³?

I urge the Board to call a special meeting to possibly terminate employees Waters and Winquest, and sanction Trustees Tonking and Wong under the Board’s new code of conduct.

¹ This describes the IVGID Culture.

² Therefore, she really has no skin in the game.

³ I take no pleasure in criticizing Trustee Tonking and calling her out for who I believe she is. Although I and others have given her ample opportunity to demonstrate she’s here for the right reasons, she has failed to do so. And now this episode is the coup de grâce (“an action or event that serves as the culmination of a bad or deteriorating situation”).

And You Wonder Why the RFF Local Parcel Owners Are 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"

Because of Rec Ctr Expansion Project Manager Bree Water's and GM Winquest's Admissions at the Board's Sept 14 Meeting, Insofar as Their Wrongful Conduct, BOTH Should be Terminated as IVGID Employees! REVISED. It's Trustee Tonking and Probably Trustee Wong as Well..

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>, <sellingtahoe@sbcglobal.net>
Subject: Because of Rec Ctr Expansion Project Manager Bree Water's and GM Winquest's Admissions at the Board's Sept 14 Meeting, Insofar as Their Wrongful Conduct, BOTH Should be Terminated as IVGID Employees! REVISED. It's Trustee Tonking and Probably Trustee Wong as Well..
Date: Oct 11, 2022 2:05 PM

Chairperson Callicrate and Other Honorable Members of the IVGID Board:

I keep telling you that when you have a dirty organization like IVGID, the deeper one looks the dirtier it gets. And that's what we have here insofar as the question of who other than staff and GM Winquest knew that the Duffields wanted to amend the proposed Rec Center expansion, and when did they know?

Let's start with my e-mail of October 4, 2022 to the Board (see below) wherein I asked that the Board to notice a special meeting for the purpose of possibly terminating Bree Waters and GM Winquest for the causes identified therein.

But now we know there's more to this story.

Let's go back to the livestream of the Board's February 9, 2022 meeting. This was the meeting where the Board was presented with a MOU for the design aspect of the proposed Rec Center expansion. And it voted to approve the same, unanimously.

Now your attention is directed to 3:27:21 of the livestream of that meeting. There GM Winquest told us that:

He was "putting together a committee approach (and that) Trustee Tonking is going to start out on th(at)...committee. And as we get into project management and the project itself, we're going to transition to Trustee Dent...to represent the Board."

So now let's go forward to August 24, 2022. That's when the Duffields received final building permit approval for their private gymnastics gymnasium located at 1100 Tahoe Blvd. It's also when Kate Nelson told us that the Duffields allegedly balked at the estimated construction cost, requested "the design team" to "develop a footprint that reflected an estimate closer to...\$25,000,000," and our team worked feverishly to come up with a series of alternatives culminating in Option D.

Well who was on the design team? Trustee Tonking! And are you telling us that at no time did you know the Duffields had requested your team modify the conceptual design everyone agreed to as reflected in the Grant Agreement? And for this reason you didn't share this information with the rest of the Board? Or are you telling us that you knew, but somehow didn't bother to share this information with anyone else on the Board?

I wanted answers to these questions. So on Oct 8, 2022 I sent Michaela the e-mail below asking her to answer these questions. After all, I didn't want to unjustly accuse her of anything. But instead of coming clean, at least so far, she has refused to share what I and others believe to be the truth. And that truth is that **SHE KNEW**, as of August 25, 2022 if not earlier, that staff were working with its

254

"design team" to modify the size of the proposed Rec Center expansion notwithstanding the Board had approved a completely different design on July 27, 2022 when the Grant Agreement was approved.

And since Trustee Wong is Trustee Tonking's "maxi me," rest assured that the latter knew as much as Trustee Tonking. Therefore how dare you trustees Tonking, Wong, Callicrate and your minions blame trustee Schmitz for the death of this project. And you too trustee candidates Krolick and Nobel. It was dead the moment Ms. Waters, Indra **AND NOW WE KNOW Trustee Tonking** took matters into their own hands and then hid what they were doing from the Board and the public! It was dead because staff can't negotiate their way out of an open paper bag. Had they had some real competence, they would have negotiated an iron clad agreement with the Duffields right from the start that wouldn't have allowed them to wiggle out of their "so called" donation representations. But they didn't. And once again, the public pays the price.

The only people who should resign or be terminated are Bree Waters, Indra Winqest **AND NOW WE KNOW Trustees Tonking and Wong**, because at the very least, they knew staffs' actions should be shared with the Board as a whole and the public, and they should have insisted that staff be directed to stop their efforts in their tracks! And you as a Board have the power to do this. Maybe not under NRS 318.180 but rather, the Board's most recently approved (Sep 28, 2022) Code of Conduct! that's right. Recall that this "code" was adopted "to assure public confidence in the integrity of local government and its effective and fair operation." And recall that "The Board of Trustees may impose sanctions on Members whose conduct does not comply with applicable law or the District's policies and practices, **up to and including removal from office.**"

We need a public hearing to address what employees Waters and Winqest did. As well as what Trustees Tonking and Wong did, or refused to do. An example needs to be made to the rest of our public employees and the public because if it isn't, this garbage is going to continue. And each of you knows this. And we will repeat every mistake staff make which is the District's m.o. over the last fifty or more years!

I again ask the Board to call a special meeting for the purpose of possibly terminating these two employees, and sanctioning Trustees Tonking and Wong. Please **DO IT NOW!**

Respectfully, Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: Oct 4, 2022 11:19 PM

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: Because of Rec Ctr Expansion Project Manager Bree Water's and GM Winqest's Admissions at the Board's Sept 14 Meeting, Insofar as Their Wrongful Conduct, BOTH Should be Terminated as IVGID Employees!

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

Before I discuss my request, please understand that NRS 318.180 instructs that "the board shall have the power to hire and retain...employees...necessary or desirable to effect the purposes of this chapter." Given NRS 318.210 instructs that "the board shall have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted in this chapter," the power to "retain" necessarily implies the power to terminate. And that's what I am discussing here. Now on to the Sep 14, 2022 meeting.

I was **SHOCKED** to hear Bree Waters' admission that as Rec Center Expansion project manager, and for three or more weeks prior to the Board's Sep 14, 2022 meeting, she directed staff and outside consultants to work on the project and rack up additional inappropriate fees as if Option D in the Sep 14, 2022 Board packet had been approved by the Board. And she knowingly did this **WITHOUT BOARD KNOWLEDGE OR APPROVAL**. And why? Because her **REAL CLIENT**, the Duffield Foundation, told her to do so!

And remember, this is in light of the fact Ms Waters KNEW that the Board had approved a completely different expansion project option at its June 29, 2022 meeting (the Grant Agreement).

Remember. Neither the Board nor the public had a clue, and she did NOTHING to share this behavior with either. Thank you vaunted public employee Waters.

I'm sorry. This behavior warrants immediate termination. For years I have pointed to the despicable IVGID Culture which permeates this place. A culture where our public employees care more about themselves, their public employee colleagues, and their various special interests of the month. And here we have evidence of this culture at work. Since here staff's real employer was the Duffield Foundation, they took unfettered direction from Duffield. And since staff DON'T consider the Board to be their real employer, they elected to hide the truth from the Board and the public because they had an agenda to complete.

And unbelievably, Indra became a very willing conspirator. And why? Because he was told by Mr. Duffield that if the District didn't go along with Option D, the Rec Center expansion project was dead. In other words, rather than sharing this information with the Board and allowing the Board to make the ultimate decision as to what to do, Indra chose to BREACH HIS FIDUCIARY DUTIES and excise the Board from the process altogether.

This DISGUSTING behavior has been going on around here for decades. It helps to describe everything that's wrong, and everything that requires fixing around here. And ultimately, that's what each of you was elected to do. SO DO YOUR DAMN JOBS for once!

How dare you trustees Wong, Callicrate and Tonking blame trustee Schmitz for the death of this project. And you too trustee candidates Krolick and Nobel. It was dead the moment Ms. Waters and Indra took matters into their own hands and then hid what they were doing from the Board and the public. It was dead because staff can't negotiate their way out of an open bag. Had they had some real competence, they would have negotiated an iron clad agreement with Duffield right from the start that wouldn't have allowed him to wiggle out of his "so called" representations. But they didn't. And once again, the public pays the price.

The only people who should resign or be terminated are Bree Waters and Indra Winqest. And you as a Board have the power to do this. An example needs to be made to the rest of our public employees because if it isn't, this crap is going to continue. And each of you knows this. And we will repeat every mistake staff make which is the District's m.o. over the last fifty or more years.

I ask the Board call a special meeting for the purpose of possibly terminating these two employees. DO IT NOW!

Respectfully, Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: Oct 8, 2022 10:56 PM

To: Tonking Michaela <tonking_trustee@ivgid.org>

Cc:

Subject: The Truth Insofar as Your Participation on the Design Team For the Possible Rec Center Expansion Between August 24 - September 14, 2022

Hello Michaela -

I am e-mailing you directly in the hope you will come completely clean and transparent over the recent Rec Center expansion fiasco.

At the Board's February 8, 2022 meeting Indra told the Board and the public that he was putting together a committee for the design aspect, and that YOU were going to be representing the Board on that committee. Do you remember that Michaela? Was this statement wrong? I watched your reaction on the livestream of that meeting as these words came out of Indra's mouth, and I didn't see you flinch or object. I didn't hear you interrupt to correct Indra insofar as your participation on the committee.

So let's move ahead to the Board's meeting of July 27, 2022. That was when you and the rest of our trustees voted unanimously in favor of the Grant Agreement. And you will recall that that agreement called for approximately 33,000 square feet of new expanded space; correct?

Now let's move ahead to August 24, 2022. That's when the Duffields received final building permit approval from TRPA for their private gymnastics gymnasium at 1100 Tahoe Blvd. It's also when Kate Nelson told us that the Duffields had balked at the estimated construction cost for the proposed Rec Center expansion. It's also when Kate Nelson told staff the estimated construction costs for this expansion were too high, and he requested that the design team of which you were a part of "develop a footprint that reflected a (cost) estimate closer to...\$25,000,000." And it's when the design team you were part of worked feverishly to come up with a series of alternatives culminating in Option D.

Well who was on the design team Michaela? YOU! Are you telling us that at no time did you know that the Duffields had requested your team modify the conceptual design everyone had agreed to as reflected in the Grant Agreement? Or are you telling us you knew, however, somehow you didn't bother to share this information with anyone else on the Board? Or are you telling us you shared this information with everyone else on the Board and thus committed an Open Meeting Law violation? Or are you telling us something different and if so, exactly what?

Please clue me in to the truth insofar as the three weeks between August 24-September 14 were concerned.

Thank you for your cooperation. Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR SEPTEMBER 14, 2022 MEETING –
AGENDA ITEM E(2) – PROPOSED RECREATION CENTER EXPANSION
MODIFICATION**

Introduction: On June 29, 2022 the Board approved entrance into a grant agreement with the Duffield Foundation for design work associated with a 33,000 square foot expansion of the Recreation Center. And now staff are proposing the Board agree to a modification of that expansion by a negative twenty percent (20%) to 26,411 square feet. And why? Because Mr. Duffield allegedly doesn't want to fund what he allegedly was prepared to fund back on August 2, 2022¹ because estimated construction costs are nearly nineteen percent (19%) higher than originally estimated. And what exactly does this have to do with the public? Why is this our concern? Why does the public have to suffer with a less expansive expansion? What is the public getting out of this deal? The answers to all of these questions is the purpose of this written statement.

My Various E-Mails to the Board on This Subject: They're attached as Exhibit "A" to this written statement and they set forth all that has happened to date.

CANCEL THIS MEETING: As the reader can see from the attached e-mails, our wonderful staff were incapable of preparing a Board packet which clearly disclosed the particulars of the proposed modification in a timely manner. Staff's attitude is don't bother me with the particulars. We have an expansion which meets the requirements of Mr. Duffield to push through. Well I say that if staff can't be upfront and transparent, they have no standing to have anything on the agenda approved.

Moreover, the reader can see from the attached e-mails that only a portion of the Board packet for this meeting² wasn't even made available to trustees and the public until Saturday morning, September 10, 2022, at 11:50 o'clock A.M. So I picked up my packet Saturday evening after 8 o'clock P.M. And guess what I discovered? There was no packet set out for Trustee Wong (because obviously she doesn't need one and doesn't want to be bothered with one), and there were four (4) separate packets left out for the other four (4) trustees. I was able to confirm this because their names were each written on each of the packets. Which means that as of Saturday evening, NONE of the Board even had a clue insofar as the proposed amendments to Mr. Duffield's Rec Center expansion were concerned. In other words, our trustees were so concerned that they wouldn't even take the time to study staff's proposed amendments over the weekend. Thank you for your DIS-service Board members!

These facts also suggest the meeting be cancelled which is what I asked of the Board in my e-mail of September 10, 2022 at 6:43 o'clock A.M. I asked that the meeting set for September 14, 2022

¹ That's the date the Duffields signed the Grant Agreement.

² Item E(2) but not item E(1).

be cancelled and re-scheduled "AFTER (the Board had)...materials available to share with the public and the Board at least a week in advance."

Dispense With the Board Packet Altogether: Or how about this one? I suggested we "just dispense with a Board packet altogether. Who needs it? Want to change designs? Just do it the evening of the meeting. Want to change contract terms? Just do it the evening of the meeting." After all there is no NRS requirement that a Board packet be delivered before a meeting of the Board nor if delivered, when³.

Because Staff Continue to Refuse to Share the Particulars of Their Proposed Amendment, Again, They Don't Deserve to Have Any Modification Approved: Take a long look at the proposed modification. A dedicated gymnastics area for the girls' gymnastics club. Essentially no shared use by anyone other than the club. A dedicated youth center for the Boys and Girls Club. And essentially no shared use by anyone other than the club. Wasteful circulation and common space caused by relocation of the front desk portion of the Rec Center. Office and peripheral space for staff and/or the Boys and Girls Club having zero to do with community recreation. And what appears to be about 1,080 square feet of possible shared multi-use recreation space. This means that less than 5% of the proposed modified Recreation Center expansion has anything directly to do with enhanced recreation for local parcel owners! And staff are hiding the truth. Intentionally.

Conclusion: Deceit and a lack of transparency such as this example keeps happening over and over again. When is the Board going to learn and start doing its job? 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 Pay⁴ is Out of Control? I've now provided more answers.

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

³ Don't believe me? Examine NRS 241.020 for yourself.

⁴ According to staff the additional operational and maintenance costs which will be incurred directly as a result of this proposed expansion will be \$325,000- \$350,000 annually [see page 053 of the packet of materials prepared by staff in anticipation of the Board's June 29, 2022 meeting {"the 6/29/2022 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0629_-_Part_1.pdf)}]. And who do you think is going to pay these costs? And where do you think the money is going to come from?

EXHIBIT "A"

Re: Where is the Board Packet For the Sep 14, 2022 Special Board Meeting? Second Update

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: Re: Where is the Board Packet For the Sep 14, 2022 Special Board Meeting? Second Update
Date: Sep 12, 2022 9:46 AM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

So now that I have had an opportunity to reflect further, at page 058 of the Board packet Indra tells us "a letter of support and commitment has been drafted to ensure the Foundation that the Board and the District are dedicated to the project." So why is such support and commitment required? Why is such "assurance" required? Didn't the Board enter into a grant agreement with the Foundation (see pages 061-068 of the Board packet) on June 29, 2022? Didn't the Board express its support and commitment in that agreement? So what more is required, and why?

Now let's go to Indra's embarrassingly SLOBBERING letter form of support and commitment (see page 074 of the Board packet). HOW DARE YOU SPEAK FOR MEMBERS OF OUR COMMUNITY without having first asked for our views. YOU'RE ARROGANT Indra! Please don't play this "dumb" routine. You're very intentional and very arrogant. I'm not the only one in our community who does not feel that this project as it continues to evolve (when exactly do we get to a design which is capable of being made final?) will greatly benefit our community. So how dare each of you Board members make a representation in writing to this effect as Indra proposes. You're free to speak for yourselves. But DON'T SPEAK FOR ME!

I feel the best thing Sara and Matt can do insofar as this letter is concerned is to NOT SIGN IT! Let Indra and Mr. Duffield attempt to use this document for their propaganda purposes conspicuously omitting the signatures of 40% of our IVGID Board! That will certainly demonstrate the lack of support Mr. Duffield requests.

Finally, if everyone was on board for an approximate 33,000 square foot Rec Center expansion on June 29, 2022, why would the Board possibly be in favor of a reduced version of the same (26,411 square feet) now? And what has the District received in consideration of the Board's sought for agreement to reduce the scope of this project by 20%?

As I have observed many times before, it doesn't matter what this staff and the Board do. Dig deep enough and you will eventually come to a core of deceit, wrong doing and evil. And here it has surfaced its ugly head yet again. Just like DJ Khalid instructs; "here's another one!"

Respectfully, Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: Sep 11, 2022 3:04 PM

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: Re: Where is the Board Packet For the Sep 14, 2022 Special Board Meeting? Update

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

So let's update where we are. For the benefit of the public because you Board members don't give a damn.

And this story becomes another recurring theme of incompetence and disdain. As DJ Khalid instructs, "yet another one."

Before I start here's your summary. Mr. Duffield wants to reduce the size of his Rec Center project by about 20%. And why? Because it's going to cost more than he is willing to donate. So how much of the gymnasium area does Mr. Duffield propose eliminating? NONE!

Okay. How much of his Boys and Girls Club area does he propose eliminating? Actually, about 5%.

How much of the remainder of the proposed expansion that actually benefits local parcel owners? About 15%

And why exactly is this in the interests of local parcel owners? Exactly why is staff recommending the Board go along with this proposal? Bueller...Bueller...Bueller.

I don't understand how you people can possibly think that your staff is here for OUR benefit. But if you had any doubts, aren't they now resolved?

Okay. Continuing.

1. Ms Herron finally gave notice of her preparation of A PORTION of the Board packet for next Wednesday's special Board meeting (item E2 but BIT E1) Saturday afternoon at close to 12 noon (11:50 A.M. to be exact).
2. So I picked up my packet Saturday evening at after 8 P.M. And guess what I discovered? There was no packet set out for Trustee Wong (because obviously she doesn't need one and doesn't want to be bothered with one), and there were four (4) separate packets left out for the other four (4) trustees. I was able to confirm this because their names were each written on each of the packets.
3. Which means that as of Saturday evening, NONE of the Board even had a clue insofar as the proposed amendments to Mr. Duffield's Rec Center expansion were concerned. In other words, they were so concerned that they wouldn't even take the time to study these proposed amendments over the weekend. Thank you for your DIS-service!
4. Conclusion public members. Just as I have accused your Board members, they are disgusting.
5. Moving on to the packet proper, now we see that Indra is a liar. Nobody likes calling his/her GM a liar, but if the shoe fits wear it damn it!
6. Unlike Indra who makes accusations without any facts to back them up, I will provide facts. Consider the following:
7. The author of the staff memo is Indra (see page 051 of the Board packet). Not any of his staff. But Indra proper. So whatever lies are set forth therein are HIS lies! So let's look for evidence of untruths.
8. Indra tells us that his recommendation is that the Board approve an amendment to the grant agreement with Mr. Duffield because of "Long Range Principal #1" - the execution of a strategy according to the roadmap allegedly set forth in our master plans and studies. Really?
9. He also tells us that his proposed amendment is supported by "Long Range Principal #5" - "implement(ation of) priorities identified in the various District venue and facility master plans and studies" we have commissioned. Really?
10. The proposed amendment seeks to REDUCE proposed Rec Center expansion square footage from the current approximate 33,000 (see page 066 of the Board packet) to an approximate 26,411

(see page 072 of the Board packet) square feet. An approximate 20% REDUCTION!

11. And why? BECAUSE OF MONEY! According to Indra "an early stage estimated cost of th(e original) design was \$28.563 million (see page 052 of the Board packet). But now the CMAR has prepared its "first detailed construction cost estimate" and the revised number has mushroomed to \$33,876,880 (see page 052 of the Board packet). An 18.6% INCREASE!

12. When faced with this reality, "the (Duffield) Foundation requested (Indra 20 mule team)...develop a footprint that reflected an estimate closer to the (proposed) grant of \$25 million" (see page 056 of the Board packet).

13. And rather than doing what's right for OUR community and local parcel owners, Indra's 20 team "quickly developed an alternative to meet the Foundation's request" (see page 056 of the Board packet). Not OUR needs. But Mr. Duffield's. And you Board members didn't even have a clue!

14. Take a look at staff's recommended proposed amended Option D (see pages 057 and 058 of the Board packet). Where do you see "the execution of a strategy according to the roadmap allegedly set forth in master plans and studies?" NOWHERE! Take a look at page 108 of the Community Services Master Plan. It recommends:

"Provide additional stationary bike storage adjacent to the (existing) group exercise room." NOT here.

"Improve lighting in the (existing) child watch room to make it more inviting." NOT here.

"Consider an addition of 2,500-3,000 SF with movable partitions that will allow it to be segregated into three smaller classroom spaces." NOT here.

"Construct a new gymnasium space as an addition to the Recreation Center." NOT here. In fact, the proposed new gymnasium has now been excised..

"Construct additional space for the weights and fitness studio as part of any addition." NOT here.

"The addition of a recreation pool." NOT here.

"If closure of the IVGID administration office building takes place...provide an addition that would include space for expanded staff offices." Since this closure will not take place, NOT here.

"Reorganize the retail sales area." Since this is NOT proposed in the proposed expansion, NOT here.

"Renovate the existing reception desk." Not a "renovation" (which BTW took place 5 years ago) but rather an outright relocation. So maybe.

In other words, essentially nothing of what the Community wants and EVERYTHING that staff and Mr. Duffield want! That is a "youth center" for his Boys and Girls Club, and the "addition of a gymnastics facility" (see page 074 of the Board packet). PERIOD!

15. Then Indra throws in that additional opportunities for community programming will exist. Really? Here's Indra's third lie. The location in the proposed expansion that houses girls gymnastics equipment "is dedicated to gymnastics programming" (see page 056 of the Board packet). IVGID staff admitted to me this area and equipment would NOT be made available for public use when not being used by the gymnastic's club. So how possibly ("may") it be used for "other applicable programming...when not used for gymnastics" (see page 056 of the Board packet)? Remember, Option D offers NO NEW gymnasium area. Rather it's a segregated area dedicated to full time storage of girls gymnastics equipment. So where exactly can and will this "other applicable programming" take place?

16. Remember that Mr. Duffield has ALREADY agreed to pay for design of a 33,000 square foot Rec Center expansion! So why in the world are we agreeing to a 20% reduction simply because Mr. Duffield doesn't want to pay for it? Especially when the proposed expansion DOESN'T comply with the wants and desires of the Community Services Plan? In fact, why is this proposal even on the agenda?

I say JUST SAY NO and move forward with what has previously been approved.

17. Finally, I want to speak to the proposed "letter of support and commitment...to ensure the Foundation that the Board and the District are dedicated to (ITS) Project" (see page 074 of the Board packet). WHAT SLOBBERING CRAP! "The Board is humbled to accept the generous partnership made by the Foundation?" Are we getting down on our knees and hailing to King Duffield? What sort of people are you? Really?

18. Matt and Sara. PLEASE SAY NO. If Mr. Duffield doesn't want to pay for a full 33,000 square footage expansion, let him build his Boys and Girls Club in Kings Beach on Brad Johnson/NTPUD controlled property.

Respectfully, Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: Sep 10, 2022 6:43 AM

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: Where is the Board Packet For the Sep 14, 2022 Special Board Meeting?

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

You people really, really are a piece of work. You blindly defer to your so called "professional" staff and they are disgusting. Got that Indra? Disgusting! Got that any member of the public that is reading? Not overworked, not negligent, not indifferent. Disgusting! Wake up and smell the coffee! It's all there right in front of your faces. If you choose to smell.

Indra and Co. send out an agenda for a special Board meeting. And they KNOW they can't prepare a packet of materials for Board members and the public in a timely manner. And there are only two general business matters on the calendar. TWO! And they really, really don't care. Got that Indra? You DON'T care!

And it's now after 7 A.M. On a Saturday morning. If your staff can't do their jobs in a professional manner why would you ever, ever notice a meeting? Other than you really don't give a damn about sharing facts with the Board and the public because you have a different agenda that doesn't include us. Like I said, disgusting.

Or maybe your staff is secretly sharing these materials with the Board and intentionally excluding the public? If that's happening, please let me know Sara or Matthew. Because then it's an OML violation.

Mr. Duffield wants to CHANGE the agreement he negotiated. And you don't even know what he wants to change?

Mr. Duffield wants to CHANGE the design of his Boys and Girls Club Rec Center expansion. And you don't even know what he wants to change?

Give us a break. We might have been born at night. But not LAST night!

How about you start listening to the public? I thought we had a design? I thought we were spending more money for a complete design? And now we learn that we don't even have a design! Again. Don't bore me

with the facts! We have a Boys and Girls Club to construct.

You know, this whole thing with Mr. Duffield & Co. is getting very old, very fast. If he wants to donate money to his "beloved" IVGID, that's fine. Make your donation and be done with it. But when you place conditions like he and Indra are placing, it's NO DONATION! It's a buy out. We don't want your buy out Mr. Duffield! Give it to Brad Johnson and build your Boys and Girls Club in Kings Beach. We don't need it!

And if any of you Board members don't think staff's behavior is disgusting, then I'm sorry. You're just as disgusting as your staff. Because obviously you don't care. Because if you did, you wouldn't put up with this garbage!

Cancel the meeting for Wednesday and if you want to hold it, schedule it AFTER you have materials available to share with the public and the Board at least a week in advance. Or how about this one? Let's just dispense with a Board packet altogether. Who needs it? Want to change designs? Just do it the evening of the meeting. Want to change contract terms? Just do it the evening of the meeting.

And to those of the public reading, remember what DJ Khalid said! It's yet another one.

Respectfully, Aaron Katz

August 24, 2022 The Duffield Foundation received approval from TRPA to proceed with building a gymnastic center on their own property.

September 14, 2022 Board of Trustee meeting to "...possibly approve an Amendment to the Grant Agreement to modify the scope of the ... Project,
Board voted 5-0 to approve a letter of support to the Foundation for the Recreation Center Expansion Project.

Board voted 4-1 to approve the Amendment to the Grant Agreement regarding Option D.

Foundation revealed the Grant for the Expansion Project to be \$25M

The Amended Grant Agreement still included a multiuse gym.

The Design team, without the Board's consent, offered a plan which eliminated the gym (D).

Four Trustees voted to support the Foundation's preferences over the community's priorities.

September 19, 2022 Duffield Foundation informed the GM that they are terminating the Project according to section 6 of the Grant Agreement

The Board of Trustees was not informed of this email in a timely manner.

No cause for termination was given as required in section 6

No opportunity to correct any deficiency was allowed (15 days according to the Grant Agreement)

September 26, 2022 An email from Trustee Wong to inform her community that IVGID had lost a \$26M donation from the Duffield Foundation

September 28, 2022 Board of Trustee meeting.

Community reacts to the news that the Duffield Foundation terminated the Project

Board Chair states he spoke to the Foundation director on **Sept. 27** and was told the Foundation terminated the Grant due to the 4-1 vote to approve the design change.

The Board chair should have asked for substantiation that a unanimous note was a requirement.

The Board chair should have asked for the 15 day period to reconcile the issue.

Some of the reasons for the failure to Expand the Recreation Center:

There appears to be no meaningful input from the Board Trustees into the negotiations, designs, cost or timing with the Duffield Foundation. Trustees allowed staff to be in charge. The architects **should not** have presented any plan to the Foundation that omitted the gym. The MOU states that IVGID shall have the sole discretion and approval over the contents of the design. However, the Foundation over-ruled the Board by declaring only option D was acceptable.

The only agreement with the Foundation was for them to pay for a design for an expansion. While the Foundation's budget was insufficient to meet the community's priorities, the Foundation decided to not partner with the IVGID community financially to accomplish the goals of both.

The apparent goal of the Duffield Foundation was to provide a space for the Boys and Girls Club, while the goals of IVGID are to provide facilities and services for the whole community,

including a multipurpose gymnasium, exercise rooms, personal training rooms, storage and office space (Community Service Master Plan, 2018).

The management style of the Duffield Foundation as compared to the Board of Trustees was likely another major obstacle. The donor had to answer only to itself, whereas the Board has to answer to the community and strive to meet its priorities. It is inappropriate for any Trustee to subordinate their responsibilities to IVGID to their personal goals or to a third party.

The secrecy of "negotiations" including insistence on allegedly unanimous voting, not revealing size of the donation, keeping issues as verbal vs, written agreements and insistence on not dealing with the Board directly all helped to cloud the community's understanding of the situation.

The Board should have insisted on and acted in a more transparent manner regarding all issues. IVGID was supposed to have the sole discretion and approval of the design. At the end the approval of the design was surrendered to the donor.

It is apparent that once the Duffield Foundation received TRPA permission to proceed with their own gymnastic center, the "desire" to follow through with the IVGID Recreation Center Expansion had vanished.

Our Board of Trustees overall, abdicated their responsibilities, did not act with the interests of the community first and then tried to place all blame on the one Trustee, who alone, acted on behalf of the community interests first and the interests of the donor second.

The Trustees, staff and the majority of the community expressed only positive sentiments towards the Duffield Foundation offer and the desire to proceed with the Proposal to expand the Recreation Center.

A very harsh learning lesson has been cruelly delivered.

Joe Schuck

October 12, 2020 - Public Comment by Clifford F. Dobler

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

I have followed the Effluent Pipeline and Pond Projects for at least the past six years. The waste caused by bad decisions is quite enormous and include, an overpayment of approximately \$300,000 to the assessment contractor, almost \$300,000 to the Tahoe Transportation District to co location the pipeline which was never feasible, and most recently \$385,000 to design pond #2 which was never feasible because of requirement for impervious coverage costs and dam reconstruction. Over \$1,000,000 has been spent on Staff time. Inflation has been the killer as pipeline construction was to begin to begin in 2015 and is now getting started 8 years later.

According to the memo by Brad Underwood, the initial 8,000 lf of the 31,000 lf project will begin at the Spooner Pump Station proceeding south. This pipe section is welded steel and was found to be in good condition according to the assessment contractor.

Over the past five years, the southern portion of the pipeline containing the remaining 13,000 LF in Segment # 3 was deemed to be in a failed state because of thinner pipe and weak bell and spigot joints. In 2018, 1100 lf at 13 locations was replaced at a cost of \$1.1 million and in 2019 another assessment reveled an additional 9 locations were deficient and 5 had a useful life of less than 5 years. The board of trustees in early 2020 decided segment 3 was the highest priority and should be replaced first. In the past 3 years several Pipeline leaks have occurred in segment 3 .

In April, 2022 HDR was awarded a design contract. The Project Summary stated **"The immediate priority is to replace the remaining portion of Segment 3 pipeline (12,385LF)"**. I will mention that Staff in order to confuse the public and several sleepy Board members , combined Segment 2 and Segment 3 into one segment. Trustee Schmitz brought this to the attention of HDR and this change was to be corrected but never was .

So what happened between April and now which would result in abandoning Segment 3 which is failing and jumping over to Segment 2. There must be some pretty strong reasons for the change and I and the public would like to know since it has never been disclosed.

On Page 55, Mr. Underwood makes the following unclear statement. **" There is an urgent need to begin the construction early in the 2023 construction season as there is approximately 2,000 lf of pipeline in conflict with a current NDOT project near Marlette Creek"**. What is that all about?

It has now become quite apparent that the current management team is not staying with a plan and constantly deviates without providing any information . Remember the Mountain Golf Course Cart Paths and the recent Rec Center expansion.

The public needs proper management.

Public Comments - IVGID Board of Trustee Meeting 10-12-2022 by Ijosa Dobler

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

There has been much said in public comment and on social media sites, that Trustee Sara Schmitz somehow, through her vote on September 14, 2022 regarding approval of a design scope change for the Recreation Center Expansion, caused the Dave and Cheryl Duffield Foundation to terminate the Grant Agreement for Design and Preconstruction Services, for the Recreation Center Expansion Project executed by them on August 2, 2022.

Trustee Wong, in a heartless attempt to smear Trustee Schmitz, sent an e mail to an unknown number of residents in Incline Village stating that a non existing grant of \$25 million was pulled by the Duffield Foundation because there was not a unanimous vote by the Trustees on the design. Both the amount of the grant and the unanimous vote requirement exists nowhere in the grant agreement, the Board Packets, the minutes of meetings, or anywhere else. Conclusion is simple, Trustee Wong made the whole scenario up.

My Husband Cliff and I ran a successful business purchasing distressed debt from Banks and latter restructured the debt with the borrowers. Disputes were part of the purchases. Our attorneys, which were many, advised us of the "4 corners rule of contract law" which stipulates that if two parties enter into a written agreement they cannot use oral or implied agreements to contradict the terms of the written agreement.

Since there appears to be no written agreement for a \$25 million grant nor any requirements in the executed grant agreement for a unanimous vote approving the design, Trustee Wong should retract her e mail statements.

On the same matter, I have been asking Trustee Tonking what transpired prior to the meeting on Sept. 14th that an apology by Trustees was needed in the Support Letter, drafted prior to that meeting. So far I have received the run around on an unclear response.

5 Days ago, Ms. Krolick posted on Facebook: "I am very much looking forward to the special meeting on October 20th at the Chateau. I understand ALL communication will be given and the truth will come out."

Is this special meeting for special people since it's not publicly posted nor is it on tonight's long range calendar? Or, is this another Wong Scenario? I asked Ms. Krolick yesterday, in person, where she got her information, she told me, she swore not to tell. NICE!

I read from the email sent to Cliff Dobler by Tim Callicrate....The entire email should be a part of the record my comments and of this meeting: I read:

"You should ruminate upon your protege', Ms Schmitz, who just cost our District/Community \$25.8 MILLION dollars!!

What a travesty you and your perpetually aggrieved cabal have foisted upon our Community!

Hopefully this will showcase the cancerous wretch that has infected Incline Village/CrystalBay."

Four years ago, I made a serious mistake. I supported Mr. Callicrate for election as a Trustee. Along with his alter ego Wong, he has turned out to be a mean, lazy, power crazy, and unhappy man who twists and distorts the FACTS to suit HIS AGENDA.

You and Wong's insane attempts to demonize Sara Schmitz and try to force her off the board are disgusting.

Your lies about her are equally disgusting.

Mrs. Schmitz who is not any ones protege is the unquestionably the hardest working Trustee on the board.

You two are a lame duck trustees who will be nothing but another Joe citizen in 75 days.

There never was a \$25.8 million dollar contract and you all know it. There was a \$2.4 design contract with IVGID and nothing else.

When Duffield's "Plan A" 4700 square foot facility was approved his own land on the east side of town, he dropped "Plan B" IVGID like a hot potato.

You have and will continue to use Mrs. Schmitz's vote as a false flag and lie to deceive the population to voting for your protégé Krolick.

Your record and Wong's as a Trustees is one of do-nothing failure.

Tonight's refund request for the use of our golf courses is just an example of how you all stupidly waste the Board's time on nonsense.

Four years of failure is your legacy.

\$17 million of the public's hard-earned money in the treasury – now probably worth \$12 million due to inflation.

What do we have to show for your four years. I will enumerate your fiduciary failings as Trustees in my closing comments. But what did you actually achieve for our residents?

1. We do not have a new Incline beach snack bar.
2. We do not have new east side bathrooms at Burnt Cedar Beach
3. We do not have a new effluent pipeline
4. We do not have a lined emergency holding pond.
5. We do not have a decent Ski Beach launch ramp
6. We do not have a Village Green looks attractive and well drained
7. The Mountain Golf Course cart path project is now another year behind schedule.
8. We do not have a plan or design for a new Snow Flake Lodge
9. We do not have a plan or design for a new detachable Lakeview quad lift.
10. Plus ... You have allowed Mr. Winquest to waste massive amount of time on a not-gonna-happen dog park on Burton-Santini lands dedicated as primitive open space in perpetuity.

Your one and only success – if you can call it that – is getting a new pool at Burnt Cedar built at twice what it should have cost.

Ending comments.....10.12.22

A community member stated tonight that myself and those who Callicrate characterized as the “gang of 12” wasted a lot of IVGID finds.

I will tell you about a waste of IVGID’s funds. \$17 million in the Community Services Fund and \$12 million in the utility fund frittered away by inflation and a do-nothing Board.

Mr. Callicrate - Your record and Wong’s as a fiduciary Trustees is one of failure, dishonesty, lack of accountability, and discord.

1. Approval of a ACFR full of inaccurate information
2. Lack of oversight on contracting (ex: Mountain Golf Course Cart path)
3. Massive overspending on the Burnt Cedar pool and Issued contracts of \$4.042 million in excess of available resources of only \$2.5 million for the Bunt Cedar Pool violating NRS
4. Continual attacks and threats upon Mrs. Schmitz
5. Unjustified raises to the GM
6. Dishonest and criminal attempt to gain another term as Trustee
7. The insanity of hiring a \$56K shrink to council the board and then using him as a hammer on Schmitz
8. Tolerating Kendra Wong’s absence at board meetings.
9. Wasting months of time and \$330K on the ill-fated holding pond #2 initiative.
10. Allowing Winquest and Novazio to continue unapproved accounting practices.
11. Leaving the GM in total charge of the Ball Fields renovation with Duffield Foundation. IVGID was supposed to pay nothing, but we ended up paying \$424K above grant with not one thin dime in the budget and never asked for an additional appropriation from the Board.
12. Made no effort to collect the \$300K overpayment to PICA on effluent pipeline assessment.
13. Spent \$277K on design for the renovation of the tennis center when normal architectural services should have been about \$70K.
14. A renovated Mountain Golf course clubhouse that is less useful than the un-renovated one.
15. And Finally – the stupidity of spending a quarter million on the losing Smith lawsuit.

Wong and Callicrate... You have been petty, feckless, stupid and lazy. You failed us as resident property owners.

You do not demand hard work and excellence from IVGID staff.
You do not demand production form the IVGID staff.
You did not spend time even reading through the board packets.

I only hope that the next board is not as petty and lazy as you two.

I can hardly wait for the clock to run out the next 75 days so that you two will be gone.

Mike Abel

**IVGID Board of Trustees Meeting
October 12, 2022
Chris Nolet – 765 Lakeshore Blvd**

My comments are intended to be as constructive as possible under the circumstances and help our community begin to move on from what appears to be a massive loss – that is the Dave & Cheryl Duffield Foundation Commitment to potentially expand the recreation center.

During the Board meeting of September 14th the Trustees were presented FOR THE FIRST TIME with several redesign options, as the previously approved scope of work came in well over the level of the promised Duffield Foundation gift. The redesign vote for Option D was 4 to 1. Later that same evening, a support letter to the Foundation supporting the project was approved 5 to 0. AT NO TIME, to the best of my knowledge, was the requirement that every governance action pertaining to this project be unanimous ever mentioned. To be clear, it was not mentioned by the District GM, nor by any Trustee, during the September 14th meeting. Moreover, this “requirement” was not included in the fully executed Grant Agreement dated July 28, 2022. Section 18 of the Grant Agreement notes that it represents the “Entire Agreement.” If the unanimous voting requirement was mandatory for the Foundation, and previously known to District Staff, one has to ask why it was not included in the Grant Agreement, or at least raised as a “deal breaking” issue during the meeting. Again, if this requirement was previously known, then why prepare the letter of support, and more importantly, why did Staff submit the Option D plan to TRPA for approval the very next day?

If evidence exists to support one trustee’s public assertion that unanimous approval for every step of the project was “known” on or prior to September 14, I would very much appreciate being corrected.

The Termination email from the Foundation does not state a cause for termination, which appears to be a stipulation in Section 6 of the Grant Agreement. Further, in the absence of any press release from the District, we are left with the assertions in an email from one Trustee, and the Tahoe Daily Tribune article of October 6th, to explain this incredibly unfortunate outcome. Section 6 of the Grant Agreement provided the District with 15 days to cure the default. It would be very helpful for the community to understand the significant efforts that were undertaken to cure the District’s default.

As Jim Dugdale, the Executive Director of the Duffield Foundation was quoted in the October 6 Tribune article, “there were several missteps in the project.” As the well-known saying goes, “sunlight is the best antiseptic.” Right now this community really needs more robust disclosure of how this project failed, and what we need to learn in order to be more successful when partnering with the Duffield’s in the future.

Until we are provided a credible fact pattern as to what really happened, I would strongly encourage our community to use restraint in casting aspersions on ~~your neighbors~~.

others

Thank you

press release