



NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on August 30, 2023 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

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

A. PLEDGE OF ALLEGIANCE*

B. ROLL CALL OF TRUSTEES*

C. INITIAL PUBLIC COMMENTS - *Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item. Not to include comments on General Business items with scheduled public comment. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*

D. APPROVAL OF AGENDA *(for possible action)*

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

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

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

1. **SUBJECT:** Report to the Board on the Opinion of Probable Construction Cost for GMP2 and the total project cost of the Export Effluent Pipeline Project (CIP #2524SS1010) – **pages 6 - 22**
2. **SUBJECT:** Presentation on Regulating Public Comment. – **pages 23 - 26**

F. CONSENT CALENDAR *(for possible action)*

1. **SUBJECT:** Review, discuss, and potentially adopt Policy and Procedure No. 137/Resolution No. 1905 regarding public records. – **pages 27 - 54**

Recommendation for Action: That the Board of Trustees review, discuss, and potentially adopt Policy and Procedure No. 137/Resolution No. 1905 regarding public records.

2. **SUBJECT:** Review, discuss, and potentially adopt Policy and Procedure No. 143/Resolution No. 1904 regarding advertisements in the IVGID Magazine. – **pages 55 - 59**

Recommendation for Action: That the Board of Trustees review, discuss, and potentially adopt Policy and Procedure No. 143/Resolution No. 1904 regarding acceptance of advertisements for the IVGID Magazine.

Incline Village General Improvement District

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

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

www.yourtahoeplace.com

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3. **SUBJECT:** Approve a payment in the amount of \$7,200 to Erickson, Thorpe and Swainston, LLC. – *pages 60 - 61*

Recommendation for Action: That the Board of Trustees approve a final payment to Erickson, Thorpe and Swainston, LLC in settlement for their work conducted.

4. **SUBJECT:** Approval of the Meeting Minutes for August 9, 2023. – *pages 62 - 172*

G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Review, discuss and possibly prioritize and provide direction to staff for the incomplete goals identified by the prior Board of Trustees and budgeted initiatives from the 2021-23 Strategic Plan (Requesting Trustee: Trustee Sara Schmitz) – *pages 173 - 205*

2. **SUBJECT:** Review, discuss and possibly approve a salary range and any additional items such as housing allowance, moving stipend, etc. so as to proceed with the recruitment of a new District General Manager. – *pages 206 - 212*

Recommendation for Action: That the Board of Trustees review, discuss and possibly approve a salary range and any additional items such as housing allowance, moving stipend, etc. so as to proceed with the recruitment of a new District General Manager.

3. **SUBJECT:** Review and select from the proposed Executive Search firm agencies **AND** Authorize Director of Human Resources and Interim General Manager to engage with said agency for General Manager recruitment services in a not-to-exceed amount of \$50,000. – *pages 213 - 278*

Recommendation for Action: After careful consideration of the proposals submitted, the Director of Human Resources believes collaborating with **either** Bob Hall and Associates or Koff and Associates will ensure an expedient and cost effective partnership with recruitment services for the General Manager position currently open with the District. The anticipated not-to-exceed amount for this effort is \$50,000.00 which is currently unbudgeted

4. **SUBJECT:** Review, discuss and possibly approve augmentations to the Fiscal Year 2023/2024 approved budget to reflect carry-forward of available appropriations from the Fiscal Year 2022/2023 budget to support ongoing capital improvement and other projects with funding provided in the prior fiscal year. – *pages 279 - 289*

Recommendation for Action: That the Board of Trustees makes a motion to approve augmentation of the 2023/24 approved budget to reflect carry-forward of available appropriations from the 2022/23 budget in support of ongoing capital improvement and other projects with funding provided in the prior fiscal year.

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5. **SUBJECT:** Review, discuss and possibly approve a Sole Source Finding, **and** review, discuss, and possibly approve an Equipment Purchase and Installation Service Agreement for Snowmaking Infrastructure Replacement - 2023/204 Capital Improvement Project; Fund: Community Services; Division Ski; Project #3464SI1002; Vendor: TechnoAlpin in the amount of \$413,169.22. (Requesting Staff Members: Interim General Manager, Mike Bandelin, and Project Manager Bree Waters). – **pages 290 - 310**

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

1. Make the following finding: IVGID's award of the Equipment Purchase and Installation Service Agreement for Snowmaking Infrastructure Replacement is exempt from competitive solicitation for the following reasons: NRS 332.115.1.(d), (h).
2. Approve the award of the Equipment Purchase and Installation Service Agreement for Snowmaking Infrastructure Replacement - 2023/204 Capital Improvement Project; Fund: Community Services; Division Ski; Project #3464SI1002; Vendor: TechnoAlpin in the amount of \$413,169.22.
3. Authorize staff to execute change orders for additional work for 10% of the construction contract in the amount of \$41,317.
4. Authorize staff to perform construction services and inspection as required, not to exceed \$41,317.
5. Authorize the Interim General Manager to execute the contract in substantially the form presented.

6. **SUBJECT:** Review, discuss and possibly approve a Sole Source Finding, **and** review, discuss, and possibly authorize an Equipment Purchase Agreement for a replacement PistenBully Snow Grooming Vehicle – 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Ski; Project #3463HE1724; Vendor: Kassbohrer All-Terrain Vehicles, Inc. in the amount of \$562,938. – **pages 311 - 326**

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

1. Make the following finding: The District's purchase of a replacement PistenBully snow grooming vehicle and associated fleet management system from Kassbohrer All-Terrain Vehicles, Inc. is exempt from competitive solicitation for the following reasons: NRS 332.115.1.(a), (c) and (d).
2. Authorize Equipment Purchase Agreement with Kassbohrer All-Terrain Vehicles, Inc. totaling \$567,938.
3. Authorize the Interim General Manager to execute the contract in substantially the form presented.

7. **SUBJECT:** Review, discuss and possibly approve a Sole Source finding **and** review, discuss and possibly approve an Equipment Purchase Agreement for the procurement of a 14-Passenger Shuttle Van – 2022/2023 Capital Project; Fund: Community Services; Division: Ski; Project # 3469HE1740; Project Type; Rolling Stock; Vendor: Creative Bus Sales in the amount of \$141,767. **Pages 327 - 336**

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

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1. Make the following finding: IVGID's purchase of a 14-passenger shuttle van from Creative Bus Sales is exempt from competitive solicitation for the following reasons: NRS 332.115.1.(o).
2. Authorize and award an equipment purchase agreement between the District and Creative Bus Sales in the amount of \$141,767.
3. Authorize the Interim General Manager to execute the contract in substantially the form presented.

8. **SUBJECT:** Review, discuss and possibly approve a Sole Source Finding **and** review, discuss, and possibly approve the procurement of water meter registers and transponders for 600 residential units - 2023/2024 Capital Expense Project; Fund: Utilities; Division: Water; Project #2299DI2603; Vendor: Ferguson Waterworks in the amount of \$119,400. – **pages 337 - 341**

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

1. Make the following finding: The District's purchase of water meter registers and transponders is exempt from competitive bidding for the following reasons: NRS 332.115.1.(d),(i), and (j).
2. Authorize the procurement of water meter registers and transponders for 600 residential units from Ferguson Waterworks in the amount of \$119,400.00.

9. **SUBJECT:** Review, discuss and possibly accept the Moss Adams Report. – **page 342**
10. **SUBJECT:** Review, discuss and provide direction to Staff on the presented Request for Proposal for District Legal Counsel Services. – **pages 343 - 350**

Recommendation for Action: That the Board of Trustees provides edits on the presented Request for Proposal, provide Staff the timeline for execution of this effort, and, if desired, assign one Trustee to work with Staff to answer any questions or concerns that might arise during the effort.

11. **SUBJECT:** Discuss and possibly give direction for the drafting of letters to various agencies related to, but not limited to, the evacuation plan, the possible mobility hub, and the possibility of closure of the middle school. The Board could decide to take a position on these or other matters proposed by various agencies with impact on our community. – **page 351**

Recommendation for Action: The Board of Trustees discuss and possibly give direction to one or more Trustees to review and draft letters for board approval and submission to various agencies. Options for consideration include, but are not limited to the following:

1. The location of a potential mobility hub in Incline Village;
2. The possible closure of the Incline Middle School;
3. The evacuation plan.

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- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
1. **SUBJECT:** Review, discuss, and provide direction on redactions for pending public records requests. - *pages 352 - 354*
- I. LONG RANGE CALENDAR
1. **SUBJECT:** Long Range Calendar – *pages 355 - 359*
- J. BOARD OF TRUSTEES UPDATE
1. **SUBJECT:** Flashvote Survey Results - Summer Amenities – *pages 360 - 375*
 2. **SUBJECT:** Community Forum/Town Hall – *page 376*
- K. FINAL PUBLIC COMMENTS - Limited to a maximum of three (3) minutes in duration.
- L. ADJOURNMENT (for possible action)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 a.m. Friday, August 25, 2023, a copy of this agenda (IVGID Board of Trustees Session of August 30, 2023) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

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

/s/ Heidi H. White

Heidi H. White

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

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

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

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin, Interim General Manager
Kate Nelson, Engineering Manager

FROM: Hudson Klein, Principal Engineer

SUBJECT: Report to the Board on the Opinion of Probable Construction Cost for GMP2 and the total project cost of the Export Effluent Pipeline Project (CIP #2524SS1010)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): **LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.
Budgeted Initiatives D - Allocate capital expenditures to maintain services and facilities.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES Board Policies 12.1.0 Multi-year Capital Planning; 13.2.0 Capital Planning Capital Expenditures; 21.1.0 Purchasing Policy for Public Works Contracts

DATE: August 30, 2023

I. RECOMMENDATION

None at this time - report item only.

II. BACKGROUND

On April 12, 2023, the first phase of the export effluent pipeline was awarded to Granite Construction as the construction manager at risk (CMAR). The initial guaranteed maximum price (GMP1) was prepared in accordance with NRS Section 338.1696 and is comprised of approximately 5,365 linear feet (LF) of pipeline. GMP1 was awarded to Granite for \$10,831,500 and includes approximately \$1.5M in risk reserve. This cost is inclusive of the competitive bidding process completed by Granite in preparation of GMP1 and represents the current material, construction, and formal subcontractor project bids. The first year costs total approximately \$14M inclusive of GMP1, contingency, IVGID

purchased pipe materials, design and administration, and inspection/management costs.

The 90% opinion of probable construction cost (OPCC) and resulting total program cost was presented to the Board of Trustees on January 11, 2023 and was estimated at approximately \$58,730,000. The 90% OPCC was prepared by the CMAR and the independent cost estimator (ICE) and the estimated costs were within 1% of each other (Attachment A). The actual costs of GMP1 did not support the overall program cost that was presented at the January Board meeting and the Board requested Staff present an updated estimate for the remainder of the effluent pipeline project at the May 25, 2023 meeting. Although the item was removed from the May 25, 2023 agenda due to prioritization of other items, an total program cost of \$71.6M was prepared based on the latest information at that time. Since the start of May, approximately 3,300LF of new pipeline has been installed with 2,300LF currently in operation.

The current total project cost is approximately \$64.1M. This is an increase to the total cost presented at the January 2023 Board meeting of approximately \$5.4M. A comparison of total project costs are shown in the table below:

	January 2023 90% Total Project Cost	May 2023 Total Project Cost	July 2023 Total Project Cost	Difference (January to July 2023)
Construction Costs (incl CMAR fee & pipe purchase)	\$46,000,000	56,300,000	\$50,230,000	\$4,230,000
Risk Reserve	\$10,300,000	9,200,000	\$8,950,000	- \$1,350,000
Contract Contingency & Administration Fees	\$2,400,000	6,100,000	\$4,920,000	\$2,520,000
Total	\$58,730,000	71,600,000	\$64,100,000	\$5,370,000

Construction Cost Increase:

Several factors influenced the increase in (direct) construction costs. Substantial changes resulted from:

- Shifting the estimated cost escalations (inflation allowance) from the risk reserve into the direct costs; several risk items were reallocated from the risk reserve into direct costs and additional industry escalations have been included since January 2023.

- Design and construction scope changes from 90% design to construction issue; this includes design aspect quantity increases, and construction methodology refinements.
- Additional traffic control and utilization of a DBE for SRF funding criteria; this assumes multiple, coincident work fronts in 2024 and 2026 and increased equipment required to support each set-up.

Risk Reserve Movement:

Several factors influenced the movement in risk reserve costs. Substantial changes resulted from:

- The overall decrease in risk reserve is representative of the transfer of cost escalations from the risk reserve into the direct construction costs.
- A \$0.6M increase was included to allow for potential change-order mark-ups to be applied to any realized risk items; this was not previously included in the 90% OPCC Risk Register.
- An increased allowance for anticipated hard rock excavation resulting in decreased productivity and requiring additional rock-breaking equipment/subcontractors (+\$1.5M).
- NDOT will be completing improvements to SR50 and will occupy the GMP1 staging areas for their own project in 2024 and 2025. The likely loss of NDOT staging areas at SR50/SR28 will increase construction costs as it requires the contractor to travel further for every truck trip.

The final risk reserve will be further negotiated during formal GMP2 reconciliation efforts. The 90% OPCC, GMP1 and GMP2 OPCC risk registers are included in Attachment B.

Administration and Inspection Fees Increase:

The January 2023 OPCC indicated construction-phase cost estimates only and did not include design-phase consultant, IVGID Staff-management, and regulatory permitting costs (+\$1M); this has been included in the current total project estimate added to the CMAR OPCC.

The total project increase for administration is also the result of several contributing factors: actual testing & inspection contract costs versus assumed fees; contingencies (currently at 1.25% of construction cost) for the contracts based on increased direct costs. Each design, permitting, project management, and inspection item in the GMP2 OPCC submitted with the memo is based on billed time and lessons learned through two months of construction completed to date.

III. BID RESULTS

There are no bid results as part of this GMP2 OPCC and total project cost estimate. The competitive bidding process and resultant project unit rates

completed by the CMAR during the preparation of GMP1 were used in preparation of the GMP2 OPCC.

IV. FINANCIAL IMPACT AND BUDGET

The current total project cost estimate of \$64.1M represents an increase of approximately \$5.4M from the OPCC presented in January 2023.

Funding currently available for the project is \$52.74M in SRF Loan Funds, \$1.6M in EPA Clean Water SRF Program Funds, and \$15.463M in Utility Funds, totaling \$69.803M.

Staff continues to pursue Section 595 grant funding with the United States Army Corps of Engineers (USACE) for GMP2. Staff is currently in discussions with USACE for an amendment to the existing Project Partnership Agreement (PPA) for Effluent Pipeline project funding (Increment 2). In addition, Nevada Senate Delegation has included a \$15M request for the Effluent Pipeline project in their FY2024 Congressionally Directed Spending Requests. NOTE: The funds have not been awarded and are not included in the \$69.803M figure listed above.

V. ALTERNATIVES

There are no alternatives; the total project cost and GMP2 OPCC has been prepared for information and discussion purposes.

VI. COMMENTS

GMP1 includes time and resource allowances for on-site investigations (potholing and inspections) to better inform the actual GMP2 scope and cost profile; Staff and Granite personnel are planning further investigations to increase confidence in the construction schedule and cost estimates for GMP2. Staff is currently working with Granite to refine the cost proposal for GMP2 (remainder of the Phase 2 Effluent Export Pipeline project). Cost reductions from the May 2023 to the July 2023 OPCC presentations result from means and methodology changes following lessons learned during the initial phases of GMP1 pipeline installation.

The intent is to bring a contract before the Board for their consideration in early Fall 2023. However, this date could change depending on the status of USACE 595 Program Funds. This is due to the requirement in the PPA for the USACE to provide written confirmation that the (USACE required) environmental compliance has been completed for an increment of work prior to issuing solicitation for the first construction contract.

VII. BUSINESS IMPACT/BENEFIT

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

VIII. ATTACHMENTS

1. ATTACHMENT A - 90% OPCC_CMAR ICE_Dec2022

2. ATTACHMENT B - 90% & May 2023 & July 2023 Risk Registers_082523

IX. **DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

Granite 90% OPCC

90% Opinion Of Probable Construction Cost (OPCC)				
<i>Project</i>	IVGID Effluent Pipeline Project		<i>By</i>	Granite
<i>Subject</i>	90% Opinion Of Probable Construction Cost (OPCC) Reconciliation 2		<i>Date</i>	12/14/2022
		QUANTITY	UNITS	UNIT PRICE
				TOTAL COST
1	GENERAL REQUIREMENTS			
2	Mobilization/Demobilization	1.00	EACH	\$ 152,591.02
	General Conditions	1.00	LS	\$ 7,094,392.96
3	Insurance and Bonds	1.00	LS	\$ 246,633.09
4	SUBTOTAL			\$ 7,493,617.07
5	PIPE WORK			
10	Mitigation & Environmental Controls	1.00	LS	\$ 382,624.89
11	12" Asphalt Cutting	59,496.00	LF	\$ 2.40
12	16" Welded Steel Pipe - WSP	5,011.00	LF	\$ 1,198.87
13	16" Ductile Iron Pipe - DIP	24,737.00	LF	\$ 806.55
14	Cathodic Protection (14 Test Stations)	29,748.00	LF	\$ 15.69
15	Jack and Bore - Secret Creek RCB 389+00	50.00	LF	\$ 2,000.00
16	Tie-Ins (Every Season)	12.00	EACH	\$ 7,734.00
17	Concrete Pipe Cover	-	CY	\$ -
18	Concrete Plug - Dormant Pipe	12.00	EACH	\$ 721.65
19	Utility Marker	60.00	EACH	\$ 640.37
20	3" Air Release/Vacuum ARV Assembly	3.00	EACH	\$ 10,824.41
21	60" ARV Manhole - W/ Frame & Cover	3.00	EACH	\$ 4,898.84
22	4" Blow-Off Valve BOV Assembly	4.00	EACH	\$ 7,901.13
23	BOV Valve Extension Assembly	4.00	EACH	\$ 4,302.44
24	16" Butterfly Valves	2.00	EACH	\$ 18,538.61
25	Valve Box & Cover	10.00	EACH	\$ 1,631.31
26	2" Coldmill & 2" Overlay	475,968.00	SF	\$ 2.63
27	Asphalt Striping - Waterborne	59,496.00	LF	\$ 0.63
28	Traffic Control - (4 Seasons 22 Months)	1.00	LS	\$ 3,440,316.86
29	TC Temporary Precast Barrier Rail	600.00	LF	\$ 1,085.27
30	Allowance for steel plates	18.00	MO	\$ 1,627.68
	SUBTOTAL			\$ 32,750,646.10
31				
32	INCIDENTAL WORK			
33	Tap Dormant Pipe - SEE LINE 7	4.00	EACH	\$ 5,665.40
34	Temporary Blow Off Valves	4.00	EACH	\$ 4,246.95
35	Drain Dormant Pipe - 4 Locations	183,989.00	GAL	\$ 0.25
36	Remove & Dispose Asbestos Pipe	300.00	LF	\$ 131.27
37	Remove & Replace Guardrail	-	LF	\$ -
38	Grout Dormant Pipeline	-	CY	\$ -
51	SUBTOTAL			\$ 125,027.65
52				
66				
67	TOTAL CONSTRUCTION COST			
68				
69				
70	SUBTOTAL 1			\$ 40,369,290.82
71	Contractor Overhead and Profit (14% of Subtotal 1)			\$ 5,651,700.71
72	SUBTOTAL 2			\$ 46,020,991.53
74	Construction Contingency (See Risk Register 12-6-22)			\$ 10,312,928.60
75	SUBTOTAL 3			\$ 56,333,920.13
77	TOTAL ESTIMATED PROJECT CONSTRUCTION COST			\$ 56,333,920.13

Basis of Estimate

IVGID Effluent Pipeline Replacement - Segment 2 - Specifications

IVGID Effluent Pipeline Replacement - Segment 2 - Revised Drawing Set Dated 11/21/22

IVGID Pipeline 90% OPCC Assumptions - Granite

100% OPCC development - Pipeline material change

- Email correspondence via Raquel Floyd stating, "...to proceed with substitution of PC350 DIP for all the HDPE sections for development of the OPCC."

Reconciliation meeting that took place 12/5/22 amongst all three parties. Estimate to reflect.

Exclusions and Assumptions

We have carried the following below line percentage markups;

General Conditions	LS
Construction Contingency	10.0%
Design Contingency	8.0%
Bond	1.0%
GL Insurance	2.5%
Design Build Fee	0.0%
Permits	1.2%
Fee	14.0%
Escalation	16.1%

General

- The following estimate is priced as a union job/prevaling wage. This estimate is to reflect the revised drawing set dated 11/21/22.
- The estimate is to reflect item revisions discussed at the the reconciliation meeting that took place on 11/21/22. Parties present were client 'Rock Solid Solutions', owner representatives, and the general contractor.
- As instructed by client 'Rock Solid Solutions', we carry similar assumptions as the contractor (Granite) for comparative purposes.
- Though we feel the contractor's daily work production is ambitious, we have been instructed by the client to carry similar working days assumptions with the general contractor (Granite). This estimate has been adjusted for work to be performed 24 hours per day, five days per week, Sunday night through Friday noon; during the months of May 1st through October 15th for a total of 5-1/2 months or approximately 23 weeks. Note that TRPA will have to approve work on Sunday's according to the documents.*
- Considering the above, we highly recommend potholing efforts in an effort to avoid as many unforeseen issues as possible and help in meeting the four season construction schedule.
- All new piping to be installed in a parallel alignment to the existing pipeline in the middle of both wheel tracks of the southbound lane of SR-28.
- Escalation has been carried at the following percentages to meet current market escalation rates: 10% for 2022, 6% for 2023, and 5% for years 2024-2026.

- 8 Some unit rates were based on the assumption that crews have limited access and egress given the location of the proposed sewer line. Therefore, some crew production rates have been adjusted to factor average to slower productivity.
- 9 Per last reconciliation meeting 11/21/22, Granite and IVGID stated 70% of the trench will be under 5 foot, we have carried that assumption in our estimate.

Bid Item Assumptions & Clarifications

- 10 We have assumed surveying will be a split cost between the owner and contractor; Owner to hire surveyor for initial control and benchmark, and contractor to hire for daily staking, our estimate to reflect.
- 12 Per CM's assumptions, we have carried cost to remove 300 LF of asbestos contaminated pipe.
- 13 Per CM's assumptions, we have carried an allowance to drain any trapped effluent waste, and to reintroduce to the effluent pipeline flowing towards Carson Valley.
- 14 Pipe unit cost rates to reflect demolition and disposal of pavement, excavation, hauling/trucking disposal of initial backfill zone only, shoring and trench protection, 4" bedding material at base of pipe, pipe lay and weld, pipe pressure testing, backfill and compaction both screened native soils (intermediate zone), new import soils (initial fill zone), 12" aggregate base below pavement, and 8" bituminous pavement. Sawcutting is captured as a separate line item to reflect CM format (see estimate breakout).
- 15 Per client communication, the 6" lean concrete cover to go over the proposed utility has been deleted by owner. We have assumed additional backfill quantities in lieu of deleted scope.
- 16 Repaving trench areas are to include both initial patching of 8 inch full-depth, as well as asphalt overlay (2 inch grind and overlay).
- 17 Traffic control includes 22 months to complete the project, and assumes single lane flagger controlled closure, 24 hours per day, Sunday night at 8 PM through the following Friday afternoon.
- 18 3 inch air/vacuum assembly has been priced to reflect new construction and not to modify existing, see details within drawing G007 of the 'Effluent Pipeline CMAR Project Segment 2 - 100% Design' drawing set.
- 19 Blowoff valve assembly has been priced to reflect new construction and not to modify existing, see details within drawing G007 of the 'Effluent Pipeline CMAR Project Segment 2 - 100% Design' drawing set.

Exclusions

- 20 As instructed by client 'Rock Solid Solutions', we have carried similar exclusions as stated in 'IVGID Pipeline 90% OPCC Assumptions - Granite' construction document.



January 2023 Risk Register

12/6/2022

DRAFT IVGID Effluent Export Pipeline CMAR CONSTRUCTION 90% - Risk Register							Quantitative Analysis				Comments
No.	Functional Assignment	Status	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost Impacts (\$)		Schedule Impacts (Working Days)		
							Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact	
1	Design	Open	Frequency and method of pressure testing - Welded Steel / DIP (Would precast square vaults be beneficial for pressure testing operations?)	- Develop Testing Procedure and Plan, details of testing connections. - Consult outside testing firms (MilBar) for recommended testing procedures and pressures. - Consult pipe manufacturers for recommended testing procedures - Conduct task force meeting, establish procedure, place in DIRECT COSTS	Cost & Schedule	25%	\$ 1,064,000.00	\$ 266,000.00	23	5.75	Scope gap potential due to specification development and owner requirements (i.e. pressure testing against valves, segment lengths, and exposed joints). Pipe manufacturers have expressed concerns over the testing pressures exceeding their rated pipe pressures.
2	Design	Open	Impact to production based on frequency and method of weld testing - Steel pipe (X-ray)	Develop Testing Procedure and Plan Frequency of Xray inspection to be determined and Impact	Cost & Schedule	50%	\$ 851,400.00	\$ 425,700.00	33	16.5	Assumed to be Owner provided third party QA inspection. Approximately 167 joints to inspect @ 2 hours per each = 334 hours
3	Design	Open	New pipeline alignment conflicts with existing improvements	GPR, Pothole, Design out, survey existing conditions, purchase additional fittings	Cost & Schedule	25%	\$ 1,816,860.00	\$ 454,215.00	20	5	Conflict with existing pipeline alignment creating additional crossings or tie-in connection points Encounter unknown culvert crossings or other utilities (Guardrail, Concrete Curb & Gutter, AC Curb Removal and Replacement)
4	Design	Open	GC 90% Design Plans do not specify number of Fittings & Degree of Angle per fitting.	Fittings adequately detailed on plan sheets, Have Additional Fittings On Hand Have Pipe Manufacturer (US Pipe) engineer lay sheets (mark sheets) to clarify materials purchase	Cost	8%	\$ 342,000.00	\$ 27,360.00	0	0	72 each x \$4,750 per each (fitting & multi-bead closure)
5	Design	Open	NDOT Eliminate new pipeline joints at NDOT culvert crossings	Purchase additional pipe to make adjustments to joint locations (i.e. Multi-bead sections of pipe) Have Pipe Manufacturer (US Pipe) engineer lay sheets (mark sheets) to clarify materials purchase Decrease as GMP's are released and actual pipe purchases are made	Cost	100%	\$ 246,240.00	\$ 246,240.00	5	5	Could occur at each crossing. Total of 38 crossings 38 sticks x 2 each x 18 LF = 1,368 LF x \$180 2 hours per joint adjustment
6	Environmental	Open	IVGID Existing pipe discharge due to break or pipe failure (flooded trench, enviro release, etc)	Emergency Response Plan, Repair parts on hand (in-stock) at local supply, etc. GC to make repairs and coordinate with IVGID operations throughout construction	Cost & Schedule	25%	\$ 1,016,000.00	\$ 254,000.00	20	5	Assume crew cost = \$25,000/day Traffic Control = \$7,800/day x 1 week x 4 seasons GCs = \$18k x 1 week x 4 seasons
7	Excavation	Open	GC Encounter hard rock that needs to be excavated	- Improved quantification of known hard rock locations (to identify LF of trench) via GPR intel, followed up with pre-work package to include potholing (conventional or track-drilling). - Estimate includes Hammer Hoe attachment for nuisance rock - Rock-splitting to remove rock. - Correlate HDR PDR (June 2012) Rock excavation limits to current plan set	Cost & Schedule	50%	\$ 2,874,700.00	\$ 1,437,350.00	89	44.5	East Shore Trail = \$1.2 Million 30% of alignment = 8,900 LF 100 LF per day = 89 days x \$6,500/day Traffic Control = \$7,800/day x 89 days GCs = \$18k x 89 days

Cost (\$) is currently included in the 90% OPCC. The estimated Risk Amount is added cost based on probability of extra testing being required.

Could occur at each crossing. Total of 38 crossings
38 sticks x 2 each x 18 LF = 1,368 LF x \$180
2 hours per joint adjustment

January 2023 Risk Register

8	Excavation	Open	GC	Undermining or Overexcavation due to overbreak of Trench due to encountering unsuitable materials creates increased materials quantities required for trench backfill, and patching.	As needed	Cost	10%	\$ 3,362,500.00	\$ 336,250.00	5	0.5	Use established unit prices to establish Risk \$\$ 25% of excavated volume = 6,725 CY (excavation, hauling & disposal, backfill with screened native).
9	Excavation	Open	GC	If ground water (in excess of nuisance) is encountered in low lying areas, we will need to de-watering, treat and dispose of properly	Proper Permits & Dewatering Equip, coordinate with local agencies	Cost & Schedule	25%	\$ 50,000.00	\$ 12,500.00	4	1	Account for 500LF of overall pipeline length (near Bliss, Secret Creek, and Skunk Harbor) 500 LF = 1 months rent (de-watering system) x \$50,000 per month
10	Excavation	Open		Procuring de-watering tanker trucks during construction season for removal of residual water in Dormant pipeline sections	Advanced scheduling	Cost & Schedule	25%	\$ 512,000.00	\$ 128,000.00	20	5	Waters, Hero, EPS, Clean Harbors
11	Excavation	Open	IVGID	Trench alignment crosses centerline (into live lane)	Design out	Cost & Schedule			\$ -	0	0	Believe this has been accounted for in current 90% parallel alignment
12	Materials	Open	GC	Delay start of construction due to availability of materials, weather delay, funding, permitting.	Identify & Order Early/Separate GMP	Cost & Schedule	25%	\$ 125,000.00	\$ 31,250.00	22	5.5	Delay start of a single season by 1 month causing an additional 5th season. Mob, Rent, Permits = \$125k
13	Materials	Open	GC	Escalations (Labor, materials, fuel (currently, to be broken out separately into individual items).	Order Early/Separate GMPs/Identify Stockpile storage location options At for Construction Design, GC includes Labor and Equipment (less fuel) escalations. Materials escalations to remain as Risk	Cost	75%	\$ 4,660,000.00	\$ 3,495,000.00	0	0	5% year over year
14	Materials	Open	GC	Fuel Escalations	Owner Allowance item Develop indexing metric	Cost	100%		\$ -	0	0	TBD. Currently accounted for in above Escalations item.
15	Materials	Open	GC	5% additional Waste on Ductile Iron Pipe Purchase	Fittings adequately detailed on plan sheets, Have Additional Fittings On Hand Deliver 100% Design Plans to Pipe Manufacturers - develop expected waste factors	Cost	0%	\$ 240,741.00	\$ -	0	0	24,707 LF x .05 = 1,235 LF @ \$180 / LF = \$222,363 x 1.08265 = \$240,741 Moved \$120k to Item #5
16	Materials	Open	GC	7% Pipe Escalations (Beginning in 2023)	Order Early/Separate GMP/Identify Stockpile storage location options Remove this amount from above 5% escalations	Cost	100%	\$ 221,086.00	\$ 221,086.00	0	0	24,707 LF - 8,500 = 16,207 @ \$12.60 / LF = \$204,208 x 1.08265 = \$221,086
17	Materials	Open	GC	Encounter unsuitable material during screening native material for Intermediate Backfill. Cost to offhaul and import new material		Cost	25%	\$ 332,150.00	\$ 83,037.50	0	0	Intermediate Backfill = 5,643 CY x \$50/CY Buy/Haul added allowance for offhaul / disposal of unsuitable material = \$50k
18	NDOT	Closed		Parking 30' from E.O.P. or required use of K-rail	Identify potential pullouts / cost Temp Rail	Cost	0%	\$ -	\$ -	0	0	Included in 90% OPCC
19	NDOT	Open		Conflict with Adjacent Q&D/NDOT project	Coordinate with Q&D / NDOT	Cost & Schedule	0%		\$ -	0	0	Included in 90% OPCC
20	NDOT	Open		Upon excavating for new pipeline to cross under existing CMP culvert, we determine the condition of existing culverts not satisfactory (i.e. Corrosion). What method of repair would NDOT require?	Coordinate with NDOT. Potential slip-lining. NDOT or IVGID issue? NDOT evaluation report upcoming (clarifying conditions of existing culverts). Verifying the NDOT provided condition assessment report is accurate. Develop strategy for repair & compensation	Cost & Schedule	20%	\$ 665,000.00	\$ 133,000.00	1	0.2	38 crossings x 50 LF/Each = 1,900 LF
21	NDOT	Open	GC	Can we use existing culvert to host NEW fiber optic utilities?	VEP Opportunity?				\$ -		0	
21	NDOT	Open		Full closure of Hwy 28 during shoulder season	VEP Opportunity?	Cost & Schedule	0%	\$ (3,000,000.00)	\$ -		0	Plugged assumed opportunity cost. (Double productions, reduced TC, reduced per week patching required, Open-Grade efficiencies)

January 2023 Risk Register

22	NDOT	Open		NDOT right-of-way staging areas available for project use at time of construction?	Use IVGID property or other location outside of basin (i.e. bottom of US 50)	Cost	25%	\$ 7,317,634.00	\$ 1,829,408.50		0	Potential to double trucking cost. One season of not having access to yards. ***Analysis in progress***
23	NDOT	Open		NDOT needing to perform maintenance on some existing culverts (Bliss Creek)	NDOT to perform culvert cleaning??	Schedule			\$ -		0	Unknown risk. More details needed
24	Public	Open	IVGID	Emergency reposnse - Wildfire / Traffic accident	Emergency Response Plan	Cost & Schedule	25%	\$ 1,584,000.00	\$ 396,000.00	88	22	
25	Public	Open		Added requirement to modify traffic control plan/system	Add Pilot Car	Cost	10%	\$ 1,234,066.00	\$ 123,406.60		0	Pilot Car: 4 Seasons
26	Quality	Open	IVGID	Failed pressure test and leak detected in new pipeline	Develop Testing Procedure and Plan	Cost & Schedule	25%	\$ 520,500.00	\$ 130,125.00	10	2.5	1% of overall pipe length = 300 LF x \$875/LF
27	Stakeholders	Open	GC	Unforseen Special Events (Races & Marathons)	Consult Stakeholders Early & Often	Cost & Schedule	25%	\$ 516,000.00	\$ 129,000.00	20	5	4 Seasons X 5 Days = 20 Days
28	Weather	Open	GC	Weather (Thunderstorms / Freak Rain Events / Average Rainfall)	Account for additional days in CPM Schedule	Cost & Schedule	25%	\$ 516,000.00	\$ 129,000.00	20	5	5 Days/Season accounted for in CPM. Additional 5 Days/Season
29	Stakeholders			Unforseen TRPA required remediation measures at staging yards		Cost	25%	\$ 100,000.00	\$ 25,000.00	0	0	
30	Design			Clarification of Cathodic protection system (locations, offsets, and depths of anodes)	Design detail clarification	Cost	0%	\$ (350,000.00)	\$ -			
31	Weather	Open	GC	Construction Water Purchase		Cost	0%	\$ -	\$ -	0	0	0
Totals									\$ 10,312,928.60	128.45		

DRAFT Risk Register Breakdown of Estimated Costs					Quantitative Analysis				Comments	
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost Impacts (\$)		Schedule Impacts (Working Days)		Original Comments	Additional Comments (Remaining Scope)
					Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact		
2	Impact to production based on frequency and method of weld testing - Steel pipe (X-ray)	Develop Testing Procedure and Plan Frequency of Xray inspection to be determined and Impact	Cost & Schedule	50%	\$ 851,400.00	\$ 425,700.00	33	16.5	Assumed to be Owner provided third party QA inspection. Approximately 167 joints to inspect @ 2 hours per each = 334 hours	
3	New pipeline alignment conflicts with existing improvements (needs to include existing pipeline crossing alignment of new pipeline for future GMPs)	GPR, Pothole, Design out, survey existing conditions, purchase additional fittings	Cost & Schedule	25%	\$ 1,816,860.00	\$ 454,215.00	20	5	Conflict with existing pipeline alignment creating additional crossings or tie-in connection points Encounter unknown culvert crossings or other utilities (Guardrail, Concrete Curb & Gutter, AC Curb Removal and Replacement) 5% of overall length = 1,485 LF x \$876/LF	
6	Existing pipe discharge due to break or pipe failure (flooded trench, enviro release, etc) - outside of GC negligence	Emergency Response Plan, Repair parts on hand (in-stock) at local supply, etc. GC to make repairs and coordinate with IVGID operations throughout construction	Cost & Schedule	33%	\$ 1,016,000.00	\$ 335,280.00	20	6.6		GMP 1 x 3 seasons

May 2023 GMP2 Risk Register

7	<p>Encounter hard rock that needs to be excavated in excess of what is included in budget which triggers T&M tracking and payment over 8-hours of hydraulic hammering at a given location. Anticipated hard rock that may trigger this could include bedrock and/or large non-excavatable boulders.</p> <p>One trigger would be in excess of 8 hours of hammering per week that affects the pipe crew's production.</p> <p>Another would be if production begins to be affected when the lay crew catches up to the hammer hoe and is unable to install additional pipe.</p> <p>Pipe crew is considered labor, equipment, hauling, and subcontractors necessary to complete typical pipe installation.</p>	<ul style="list-style-type: none"> - Improved quantification of known hard rock locations (to identify LF of trench) via GPR intel, followed up with pre-work package to include potholing (conventional or track-drilling). - Estimate includes Hammer Hoe attachment for nuisance rock - Rock-splitting to remove rock. - Correlate HDR PDR (June 2012) Rock excavation limits to current plan set 	Cost & Schedule	33%	\$ 8,826,560.00	\$ 2,912,764.80	89	29.37	East Shore Trail = \$1.2 Million
9	<p>This is risk associated with ground water in excess of what GC can pump with a 2" sump pump and discharge onsite (Granite is considering this nuisance water). This will be triggered if Granite needs to upsize the pump, treat the water that is in the work zone, and/or offhaul water in water trucks.</p>	Proper Permits & Dewatering Equip, coordinate with local agencies	Cost & Schedule	25%	\$ 50,000.00	\$ 12,500.00	4	1	Account for 500LF of overall pipeline length (near Bliss, Secret Creek, and Skunk Harbor) 500 LF = 1 months rent (de-watering system) x \$50,000 per month
12	<p>Delay start of construction due to availability of materials, weather delay, funding, permitting.</p>	Identify & Order Early/Separate GMP	Cost & Schedule	33%	\$ 125,000.00	\$ 41,250.00	22	7.26	Delay start of a single season by 1 month causing an additional 5th season. Mob, Rent, Permits = \$125k
13	<p>Escalations (Labor, equipment, materials, fuel (currently, to be broken out separately into individual items).</p>	<p>Order Early/Separate GMPs/Identify Stockpile storage location options</p> <p>At for Construction Design, GC includes Labor and Equipment (less fuel) escalations.</p> <p>Materials escalations to remain as Risk</p>	Cost	50%	\$ 1,000,000.00	\$ 500,000.00	0	0	5% year over year
17	<p>Encounter unsuitable material during screening native material for Intermediate Backfill. Cost to offhaul and import new material</p>		Cost	0%	\$ 332,150.00	\$ -	0	0	Intermediate Backfill = 5,643 CY x \$50/CY Buy/Haul added allowance for offhaul / disposal of unsuitable material = \$50k

May 2023 GMP2 Risk Register

22	If NDOT right-of-way staging areas at Spooner Summit are not available for project use at time of construction.	Use IVGID property or other location outside of basin (i.e. bottom of US 50)	Cost	33%	\$ 7,317,634.00	\$ 2,414,819.22	0		Risk Associated with losing our yard access. Lowering risk probability for GMP 1 due to preliminary occupancy permit discussed with NDOT for this season. Schedule impacts are significant. Without a yard, there can be no night shift. This would double our pipe install durations, schedule impacts from potholing, sawcutting, rail shifting, stringing pipe, etc. 70 added days of pipe, rail shifting, patch back.	Per recent discussions with NDOT permits regarding upcoming NDOT projects on US 50 and SR 28, the current yard use at SR 28 and US 50 "Spooner" summit is not guaranteed for IVGID's projects.
24	Emergency reposnse - Wildfire / Traffic accident	Emergency Response Plan	Cost & Schedule	25%	\$ 1,584,000.00	\$ 396,000.00	88	22		GMP 1 x 3 seasons
25	Added requirement to modify traffic control plan/system	Add Pilot Car	Cost	10%	\$ 1,234,066.00	\$ 123,406.60	0	0	Pilot Car: 4 Seasons	GMP 1 x 3 seasons
27	Unforeseen Special Events (Races & Marathons)	Consult Stakeholders Early & Often	Cost & Schedule	10%	\$ 516,000.00	\$ 51,600.00	20	2	4 Seasons X 5 Days = 20 Days	
29	Unforeseen TRPA required remediation measures at staging yards and/or areas in project limits.		Cost	67%	\$ 100,000.00	\$ 67,000.00	0	0		
35	Traffic Control Days - Additional Days for Schedule Delays		Cost	33%	\$ 818,786.25	\$ 270,199.46	380	89.73	Separate line item that will be used to track additional TC days due to unforeseen field conditions and other risks. Potential risk of days = 10 days	GMP 1 x 3 seasons
Totals						\$ 7,734,535.62	380	89.73		

DRAFT IVGID Effluent Export Pipeline CMAR CONSTRUCTION (Remaining Scope) - Risk Register					Quantitative Analysis				Comments	
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost Impacts (\$)		Schedule Impacts (Working Days)		Original Comments	Additional Comments (Remaining Scope)
					Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact		
2	Impact to production based on frequency and method of weld testing - Steel pipe (X-ray)	Develop Testing Procedure and Plan Frequency of Xray inspection to be determined and Impact	Cost & Schedule	50%	\$ 973,500.00	\$ 486,750.00	33	16.5	Assumed to be Owner provided third party QA inspection. Approximately 167 joints to inspect @ 2 hours per each = 334 hours	
3	New pipeline alignment conflicts with existing improvements (needs to include existing pipeline crossing alignment of new pipeline for future GMPs)	GPR, Pothole, Design out, survey existing conditions, purchase additional fittings	Cost & Schedule	25%	\$ 1,822,550.00	\$ 455,637.50	20	5	Conflict with existing pipeline alignment creating additional crossings or tie-in connection points Encounter unknown culvert crossings or other utilities (Guardrail, Concrete Curb & Gutter, AC Curb Removal and Replacement) 1,485 LF x \$830/LF	
6	Existing pipe discharge due to break or pipe failure (flooded trench, enviro release, etc) - outside of GC negligence	Emergency Response Plan, Repair parts on hand (in-stock) at local supply, etc. GC to make repairs and coordinate with IVGID operations throughout construction	Cost & Schedule	33%	\$ 817,500.00	\$ 269,775.00	15	4.95	Assume crew cost = \$20k/shift x 1 week x 3 seasons	
7	Encounter hard rock that needs to be excavated in excess of what is included in budget which triggers T&M tracking and payment over 8-hours of hydraulic hammering at a given location. Anticipated hard rock that may trigger this could include bedrock and/or large non-excavatable boulders. One trigger would be in excess of 8 hours of hammering per week that affects the pipe crew's production. Another would be if production begins to be affected when the lay crew catches up to the hammer hoe and is unable to install additional pipe. Pipe crew is considered labor, equipment, hauling, and subcontractors necessary to complete typical pipe installation.	- Improved quantification of known hard rock locations (to identify LF of trench) via GPR intel, followed up with pre-work package to include potholing (conventional or track-drilling). - Estimate includes Hammer Hoe attachment for nuisance rock - Rock-splitting to remove rock. - Correlate HDR PDR (June 2012) Rock excavation limits to current plan set	Cost & Schedule	33%	\$ 8,826,560.00	\$ 2,912,764.80	89	29.37	Based on preliminary analysis of GPR showing 6,000 of only 20,000 lf of the entire job, it is assumed there will be 9,000 yards of rock excavation for the whole job. Assume top half of trench has no rock ex. = 4,500 yards for entire job. Note this cost does not include Traffic Control or General Conditions	

DRAFT IVGID Effluent Export Pipeline CMAR CONSTRUCTION (Remaining Scope) - Risk Register					Quantitative Analysis				Comments	
					Cost Impacts (\$)		Schedule Impacts (Working Days)			
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact	Original Comments	Additional Comments (Remaining Scope)
9	This is risk associated with ground water in excess of what GC can pump with a 2" sump pump and discharge onsite (Granite is considering this nuisance water). This will be triggered if Granite needs to upsize the pump, treat the water that is in the work zone, and/or offhaul water in water trucks.	Proper Permits & Dewatering Equip, coordinate with local agencies	Cost & Schedule	25%	\$ 50,000.00	\$ 12,500.00	4	1	Account for 500LF of overall pipeline length (near Bliss, Secret Creek, and Skunk Harbor) 500 LF = 1 months rent (de-watering system) x \$50,000 per month	
12	Delay start of construction due to availability of materials, weather delay, funding, permitting.	Identify & Order Early/Separate GMP	Cost & Schedule	33%	\$ 450,000.00	\$ 148,500.00	15	4.95	5 days of weather per season. Currently carrying an additional 15 days of weather in OPC C	
13	Escalations (Labor, equipment, materials, fuel (currently, to be broken out separately into individual items).	Order Early/Separate GMPs/Identify Stockpile storage location options At for Construction Design, GC includes Labor and Equipment (less fuel) escalations. Materials escalations to remain as Risk	Cost	50%	\$ 1,000,000.00	\$ 500,000.00	0	0	5% year over year	Direct Cost less GCCO Labor & Equipment =
22	If NDOT right-of-way staging areas at Spooner Summit are not available for project use at time of construction.	Use IVGID property or other location outside of basin (i.e. bottom of US 50)	Cost	58%	\$ 2,400,000.00	\$ 1,399,200.00		0	Haul to dump hill site currently at \$2.4M. Haul to bottom of Spooner Summit in Carson City \$1.4M (most logical scenario, working on an agreement)	Per recent discussions with NDOT permits regarding upcoming NDOT projects on US 50 and SR 28, the current yard use at SR 28 and US 50 "Spooner" summit is not guaranteed for IVGID's projects.

DRAFT IVGID Effluent Export Pipeline CMAR CONSTRUCTION (Remaining Scope) - Risk Register					Quantitative Analysis			
					Cost Impacts (\$)		Schedule Impacts (Working Days)	
Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact
24	Emergency reposnse - Wildfire / Traffic accident	Emergency Response Plan	Cost & Schedule	33%	\$ 1,221,000.00	\$ 402,930.00	66	21.78
25	Added requirement to modify traffic control plan/system to accommodate NDOT or reduce traffic risk.	Add Pilot Car	Cost	35%	\$ 925,550.00	\$ 323,942.50		0
27	Unforeseen Special Events (Races & Marathons)	Consult Stakeholders Early & Often	Cost & Schedule	10%	\$ 442,500.00	\$ 44,250.00	15	1.5
29	Unforeseen TRPA required remediation measures at staging yards and/or areas in project limits.		Cost	40%	\$ 100,000.00	\$ 40,000.00	0	0
35	Traffic Control Days - Additional Days for Schedule Delays		Cost	33%	\$ -	\$ -	341	85.05
Totals					\$	6,996,249.80	341	85.05

MEMORANDUM

TO: Board of Trustees

FROM: Josh Nelson
Annie Branham
Legal Counsel

SUBJECT: Presentation on Regulating Public Comment.

DATE: August 30, 2023

I. RECOMMENDATION

That the Board of Trustees receive a presentation on its ability to regulate public comment during Board of Trustees and similar public meetings.

II. BACKGROUND

The First Amendment guarantees the right of free speech. In part, the scope of this right depends on when and where speech occurs, and the courts have created a series of tests that apply different standards to speech occurring at public property depending on the “publicness” of the property. Stated simply, government can less strictly regulate speech on property that has historically been open to public speech (i.e., a park) than property that has not been open to public speech (i.e., a water treatment plant). The courts call these categories of property “forums.”

Recognizing the core First Amendment¹ right to petition the government, Board meetings are considered “limited public forums.” (*White v. City of Norwalk* (9th Cir. 1990) 900 F.2d 1421, 1425.) Limited public forums are the second most open category of property, and governments can only impose reasonable time, place and manner regulations that are (i) content neutral; (ii) narrowly tailored to serve a significant government interest; and (iii) leave open alternative channels of communication.

The Open Meeting Law and Attorney General recognized a number of permissible regulations on public comment during a meeting. These include:

- Time limits for individual public comment.
- Prohibitions on unduly repetitious or irrelevant speech.

¹ Nevada Constitution Article I, Section 9 has equivalent protections for free speech.

- Prohibitions on actually disruptive behavior as determined by the Chair. Examples of this include yelling and trying to speak outside of comment periods or interrupting other speakers.

In applying these regulations, IVGID cannot cut off speech because of disagreement with the views or statements expressed by the speaker. (*White v. City of Norwalk* (9th Cir. 1990) 900 F.2d 1421, 1425.)

One area where there is conflicting guidance from the courts and Attorney General is for “personal and slanderous remarks.” The Attorney General has opined that an agency may prohibit this type of speech. (See AG File No. 00-047, p.3) It can be very difficult to determine what qualifies under this type of standard. For example, the Ninth Circuit has opined that a city council could not eject a member from a public meeting solely for making a “Nazi salute.” (*Norse v. City of Santa Cruz* (9th Cir. 2010) 629 F.3d 966.) The salute must have been actually disruptive. The court reminded public agencies that “...government officials in America occasionally must tolerate offensive or irritating speech.” Similarly, legitimate criticism of the government or its officials will oftentimes be personal in nature. It is very difficult to distinguish between permissible criticism and potentially impermissible personal remarks. For these reasons, it is very risky (and not recommended) to stop public commentators solely because one believes that their speech is personal or offensive. Below is a (non-exhaustive) chart identifying some types of behavior that may, and may not, be regulated by the Board:

Behavior Considered Disruptive; Attendee May be Removed After Warning	Behavior Not Considered Disruptive; Attendee Should Not be Muted or Removed²
Exceeding the allotted time to speak before the Board, i.e., three minutes each – warn the person that their time has expired and they must leave the podium, then have clerk turn off microphone if the person persists (make sure this rule is applied even-handedly across <u>all</u> speakers).	A silent Nazi salute in the meeting room, i.e., a silent act of protest that went largely unnoticed by the meeting participants, until singled out by an offended member of the public body

² It is appropriate to ask a person using profanity, obscenities, or the like to stop, but they should not be pressed if they refuse.

Comments that are willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational, or amounting to personal attacks or interfering with rights of other speakers	Comments in general about District Board members or employees, if they do not rise to the level of slander or are not objectively offensive or inflammatory to a reasonable person ³
Speaking without first being recognized by the Chair (for instance, yelling things out from the audience)	Profanity alone, without the additional element of a “disruption” to the meeting
Specific, credible threats to the Board, members of the public, or themselves	Criticism of District or Board policies, whether valid or entirely unfounded
Inciting violence or using “fighting words”	
Encouraging members of the audience to disrupt the meeting (i.e., by applauding), when the meeting is actually disrupted	
Yelling and speaking out of order to an extent that it hinders another member of the public from addressing the legislative body	

³ This can be a very difficult line to draw, and the 9th Circuit has stated that “the point at which speech becomes unduly repetitious or largely irrelevant is not mathematically determinable. The role of a moderator involves a great deal of discretion.” (*White v. City of Norwalk* (9th Cir. 1990) 900 F.2d 1421, 1426.) If in doubt about whether cutting off a commenter might violate their First Amendment rights, we recommend calling for a brief recess so that counsel and the Board may discuss.

III. FINANCIAL IMPACT AND BUDGET

None.

IV. ALTERNATIVES

This is a presentation item. There is no alternative.

V. BUSINESS IMPACT

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

MEMORANDUM

TO: Board of Trustees

FROM: Matthew Dent
Chair

Josh Nelson
General Counsel

SUBJECT: Review, discuss, and potentially adopt Policy and Procedure No. 137/Resolution No. 1905 regarding public records

RELATED STRATEGIC PLAN INITIATIVES: Long Range Principle #7 Governance

RELATED DISTRICT POLICY: Policy and Procedure No. 137/Resolution No. 1801 (Policy for the Provision of Records and Information to the Public)

DATE: August 1, 2023

I. RECOMMENDATION

That the Board of Trustees review, discuss, and potentially adopt Policy and Procedure No. 137/Resolution No. 1905 regarding public records.

II. BACKGROUND

The District previously adopted Policy and Procedure No. 137/Resolution No. 1801 regarding public records and public information (Policy). The Policy was adopted in 2011. In recent time, the Board has discussed revising and updating the Policy, including this as Budgeted Initiative #3 of Long Range Principle #7 Governance in the updated Strategic Plan. At its January 11, 2023 meeting, the Board of Trustees made an initial modification to the public records review process by requiring the Board of Trustees to review all assertions of privilege by staff. At its February 8, 2023 meeting, the Board of Trustees reviewed a draft revised Policy and provided comments. Further comments were received from Trustees after this meeting.

Enclosed is a revised draft of the Policy for Board consideration, discussion and potential adoption. The redlines show changes from the current version of the Policy, and below is a bullet-point summary of the proposed edits:

- Clean-Up Edits: The draft amendments make a number of clean-up edits.
- Changes in Law: The Policy has been updated to reflect changes in the law since its adoption. As an example, prior law explicitly allowed IVGID to different fees for extraordinary records requests. This was removed from the statute, and fees are now based on “actual costs.”
- Adversary Proceedings: The prior Policy provided that the rules of discovery applied in any actual or threatened litigation. This has been deleted to reflect the fact that there may be an obligation to respond to all records requests, even those submitted by a potential or actual litigant.
- Redactions and Exemptions: A section outlining the new Board policy on redactions and exemptions has been added.
- Publication of Requests and Responses: In an effort to increase transparency and potentially reduce duplicative requests, the Policy requires the District to publish requests and responses on the District website or other Board-approved forum.
- Public Information Requests: The Policy deletes prior provisions on public information requests. This Policy should be focused on public records.

One issue not discussed in the Policy is whether the District would like to charge an additional charge for requests that exceed some set amount of staff time. To help the Board’s consideration of this, below is a summary of fees charged by other local agencies based on their websites or publicly accessible fee schedules:

Jurisdiction	Regular Charges	Additional Charges
Washoe County	\$.05 / page	If more than 10 hours of staff time, at hourly rate.
City of Sparks	\$.05 / page; additional charges for DVDs, flash drives, etc.	
City of Las Vegas	\$1.00 / page, additional charges for flash drives, etc.	If more than 10 hours of staff time, at hourly rate.

City of Henderson	\$.10 / page; additional charges for DVDs, flash drives, etc.	If more than 10 hours of staff time, at hourly rate with total fee not to exceed \$.50 per page.
City of Reno	\$.05 / page; additional charges for DVDs, etc.	

Based on the above, many agencies charge fees for records requests that require significant staff time. The Board may wish to have a similar fee added to the Policy.

III. FINANCIAL IMPACT AND BUDGET

No direct impact by amendment of the Policy.

IV. ALTERNATIVES

Below are alternatives to the recommended action:

1. Adopt the proposed Policy.
2. Decline to move forward at this time with this proposed amendment.

V. BUSINESS IMPACT

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

VI. ATTACHMENTS

1. Draft Policy and Procedure No. 137/Resolution No. 1905 (clean version)
2. Draft Policy and Procedure No. 137/Resolution No. 1905 (redline version)

Current Policy and Procedure



Policy Resolution No. 137 – Resolution Number 1801

**A POLICY FOR THE PROVISION OF
RECORDS AND INFORMATION TO THE PUBLIC**

WHEREAS, from time to time IVGID receives requests for the provision of records, documents and information contained in its files; and

WHEREAS, NRS 239 of the Nevada Public Records Law, and NRS 241 of the Nevada Open Meeting Law address the subject of provision of documents to the public upon request; and

WHEREAS, NRS 239 further provides guidance on the manner and timing for a response to such requests and for the charge of costs therefor; and

WHEREAS, IVGID also receives requests for information or explanation of information, and wishes to establish a policy for the response to such requests; and

WHEREAS, IVGID now wishes to clarify, amend and establish its Policy for the provision of records, documents and information to the public.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, that it hereby adopts the attached Policy for the provision of public records and information to the public.

BE IT FURTHER RESOLVED, that the attached Policy and procedures will remain in effect until changed or rescinded by the Board of Trustees.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1801, Policy Resolution No. 137, as amended and adopted by the Board of Trustees of the Incline Village General Improvement District on the 29th day of June 2011, by the following vote:



Policy Resolution No. 137 – Resolution Number 1801

**A POLICY FOR THE PROVISION OF
RECORDS AND INFORMATION TO THE PUBLIC**

AYES, and in favor thereof, Trustees Bea Epstein, Ted Fuller, Bruce Simonian, Charles Weinberger and Joe Wolfe.

NOES, None

ABSENT, None

/s/ Bruce Simonian

Bruce Simonian

Secretary, IVGID Board of Trustees

This Policy has a separate section for Public Records (I) and Public Information (II). This Policy supersedes prior Policy Resolution No. 131, and Resolution No. 1692.



Policy Resolution No. 137 – Resolution Number 1801

A POLICY FOR THE PROVISION OF RECORDS AND INFORMATION TO THE PUBLIC

I. PUBLIC RECORDS

A. Purpose

The following Policy and procedure, which shall be known also as the District's "Public Records and Information Policy," ("Policy") is intended to govern the issuance of public records contained in District files, and the inspection, copying and provision thereof. It will apply to all such requests for documents by the general public.

B. Policy Statement

Records and documents ("Record") in the possession of the District that are public records and are not otherwise declared to be confidential by state or federal law, and/or related governing interpretations of the law, will be made available to the public for inspection and copying under Nevada law.

C. Governing Law

This Policy and procedure is made in conformance with the Nevada Open Meeting Law (NRS 241), the Nevada Public Records Law (NRS 239) and District Policy. This Policy and procedure will remain in effect until changed or rescinded by the District's governing Board.

D. Policy Administrator

The General Manager may appoint a District "Public Records Officer(s)", whose duties shall be to oversee the execution and administration of this Policy. In the absence of such designation(s), the General Manager shall hold the title of "Public Records Officer" and shall directly administer this Policy.

The General Manager may name more than one "Public Records Officer" since District records may be maintained at multiple District locations.



Policy Resolution No. 137 – Resolution Number 1801

A POLICY FOR THE PROVISION OF RECORDS AND INFORMATION TO THE PUBLIC

E. General Provisions

1. Requests in Writing

All requests under NRS 239 and 241 regarding public records shall be governed by this Policy and shall be made in writing and submitted to the District's Public Records Officer at its Administration Building, 893 Southwood Boulevard, Incline Village, Nevada.

The District provides a "Public Records and Information Request" form for this purpose; however a clear written request from the Requester may also suffice. Oral requests may be made only to the Public Records Officer, or a delegated representative thereof; provided such request is thereafter reduced to written form to ensure the accuracy of the request and the ability to properly respond. E-mail requests will be accepted if addressed to: PublicRecordsOfficer@ivgid.org or to the specifically named Public Records Officer if known to the Requestor.

2. Content of Requests for Information or Records

Any request for inspection or copying of public records shall clearly state such a request, and shall clearly identify the Record subject to such request. A general description of a subject matter or topic or a blanket request for all general records shall not be adequate. The Requester is encouraged to provide the District with information about his/her purpose in requesting the Record sought, by title and date, if possible, so that the District may more easily identify and locate in its files the Record sought by the Requester. The District will attempt to identify and locate the specific Record responsive to the request.

3. Determination of Form, and Timing of Response to Request for Information or Records

The Public Records Officer will review all such written Record requests received and will determine whether the request complies with this Policy,



Policy Resolution No. 137 – Resolution Number 1801

A POLICY FOR THE PROVISION OF RECORDS AND INFORMATION TO THE PUBLIC

and whether the requested Record exists. A response will be made within five (5) business days from receipt of the request, not counting that day, and thereafter as appropriate, in compliance with the provisions of NRS 239.0107.

4. Charges For Providing Documents

For the purpose of determining the cost, if any, for the locating, inspection or reproduction of a public Record, the Public Records Officer will apply the following categories which will govern the charges, if any, which will be assessed and the method in which the request will be handled:

a) Public Meeting Information

Copies of such Records or information, as contained in the District's published public meeting agenda packages, including minutes of District Board meetings and Board of Trustee actions, will be provided to the Requester at no charge, if the date of the involved meeting is provided.

b) Records, Documents or Standard Computer Files

Records which have been specifically identified as being able to be provided by e-mail, i.e. in digital form, will be provided to the Requester at no charge. Records not available in digital form and specifically identified will be provided as follows:

- I. Under five (5) pages, free of charge
- II. Over five (5) pages, a charge of \$1.00 (one dollar) per extra (over 5 pages) page will be charged.
- III. If the Requester, on a single visit, requests multiple documents, the first five (5) pages will be provided free of charge of the multiple documents and each page after that, of the multiple documents, shall be in accordance with II. above.



Policy Resolution No. 137 – Resolution Number 1801

A POLICY FOR THE PROVISION OF RECORDS AND INFORMATION TO THE PUBLIC

c) Extraordinary Charges for Locating or Compiling Documents

If the public records request does not contain information allowing the prompt identification and location of the Record, or if a responsive Record cannot be found, the Public Records Officer shall so advise the Requester, and determine whether the Requester desires and authorizes staff to conduct an extraordinary public records search and/or Record compilation, and shall advise the Requester of the applicable charges. If the Requestor authorizes further action, the Public Records Officer shall undertake such a search and/or compilation, and the charge to the Requestor shall be based on the time spent in such search, at a rate of Thirty Five Dollars (\$35) per hour, or portion thereof. Payment in full shall be required at or prior to the delivery of any results.

The Public Records Officer shall attempt to estimate the time involved in any such search or compilation, and if the estimate exceeds two (2) hours, a deposit of Fifty Dollars (\$50) shall be required by the Requester prior to any further work.

5. Adversary Proceedings

In the event that a Requestor is a party or associated with a party in any pending or threatened litigation or administrative proceeding against or involving the District, the rules of discovery therein shall apply and supersede this Policy, and any request for Record shall be referred to the District's General Counsel, for information only. Requests for Records within Section 4(a) shall not be subject to this Section 5.



Policy Resolution No. 137 – Resolution Number 1801

A POLICY FOR THE PROVISION OF RECORDS AND INFORMATION TO THE PUBLIC

6. Discretionary Authority

The General Manager shall have the discretion to interpret and to modify this Policy, on a case by case basis, as deemed necessary and appropriate under the circumstances.

II. INFORMATION

A. Purpose

The following Policy and procedure, which shall also be known as the District's "Public Information Policy", is intended to govern the issue of public information pertaining to the District or its operations, and the provision thereof by the District. It will apply to all such inquires or requests for information by the general public to the District which are not requests for public records.

B. Policy Statement

The District will strive to make information regarding the District's business and operations available to the general public, and to assist the general public in understanding matters of general public concern. The District will take reasonable steps to respond to public inquiries and requests for information.

C. General Provisions

1. General Requests

Each Department shall establish an internal procedure for responding to oral or written requests for explanation or information from the public. Each such procedure shall provide for the referral of any extraordinary request to the General Manager for further action or response. Extraordinary requests include those requests requiring a substantial amount of time to respond, those requiring



Policy Resolution No. 137 – Resolution Number 1801

A POLICY FOR THE PROVISION OF RECORDS AND INFORMATION TO THE PUBLIC

research or Record searches or interpretation, and others which would affect the normal operations of the Department.

2. Extraordinary Requests

The General Manager shall review and determine the appropriate responses to all extraordinary requests. The General Manager's decision on what is a reasonable response is conclusive. The General Manager shall have the ability and authority to offer special staff services necessary and appropriate to respond to an extraordinary request, with charges for such services to the Requestor on the schedule as set forth in Section I., E, 4. above.

3. Delegation of Authority

The General Manager may delegate the responsibility regarding extraordinary searches to any other staff person, at his or her discretion. The General Manager may appoint a Public Information Officer for the District, whose duties shall include responding to requests for information under this Policy. In the absence of such an appointment, the General Manager shall hold the title of "Public Information Officer".

4. Discretionary Authority

The General Manager shall have the discretion to interpret and to modify this Policy, on a case by case basis, as deemed necessary and appropriate under the circumstances.

5. Adversary Proceedings

In the event that a Requestor is a party or associated with a party in any pending or threatened litigation or administrative proceeding against or involving the District, the rules of discovery therein shall apply and supersede this Policy, and any request for information



Policy Resolution No. 137 – Resolution Number 1801

**A POLICY FOR THE PROVISION OF
RECORDS AND INFORMATION TO THE PUBLIC**

shall be referred to the District's General Counsel, for information only.

Redline



**Policy and Procedure Resolution No. 137 –
Resolution Number
A POLICY FOR THE PROVISION OF PUBLIC RECORDS ~~AND INFORMATION~~ TO THE**

I. PUBLIC RECORDS

A. Purpose

The following Policy and Procedure, which shall be known also as the District’s “Public Records ~~and Information~~ Policy,” (“Policy”) is intended to govern the issuance of public records contained in District files, and the inspection, copying, and provision thereof. It will apply to all such requests for ~~documents~~ public records by the general public.

B. Policy Statement

~~Records and documents (“Records”)~~ Public records in the possession of the District that are ~~public records and are~~ not otherwise declared to be confidential by State or federal law, and/or related governing interpretations of the law, will be made available to the general public for inspection and copying under Nevada law.

C. Governing Law

This Policy is made in conformance with the Nevada Open Meeting Law (NRS 241), the Nevada Public Records Law (NRS 239) and District Policy. This Policy will remain in effect until changed or rescinded by the District’s Board of Trustees.

D. Policy Administrator

The General Manager ~~may~~ shall appoint a District “Public Records Officer(~~s~~)”, ~~whose duties who~~ shall ~~be to~~ oversee the execution and administration of this Policy. In the absence of such designation(~~s~~), the General Manager shall hold the title of “Public Records Officer” and shall directly administer this Policy.

The General Manager may name more than one “Public Records Officer” ~~since~~ because District records may be maintained at multiple District locations or to ensure uninterrupted staff coverage during vacations and other absences.



**Policy and Procedure Resolution No. 143 –
Resolution Number 1899
A POLICY FOR THE PROVISION OF PUBLIC RECORDS ~~AND INFORMATION~~ TO THE**

E. General Provisions

1. Requests in Writing~~Form~~

~~All requests under NRS 239 and 241 regarding public records shall be governed by this Policy and shall be made in writing and submitted to the District's Public Records Officer at its Administration Building, 893 Southwood Boulevard, Incline Village, Nevada.~~

The District will prepare and provide a "Public Records Request" form to be used by the general public for all requests for public records.

~~The District will prepare and provide a "Public Records and Information Request" form for this purpose; however, a clear written request from the person making the request (the "Requester"), submitted in any manner other than through the form provided by the District, may also suffice as long as it provides the District with sufficient clear direction as to what the Requester is seeking, and in what format. Oral requests may be made only to the Public Records Officer, or a delegated representative thereof; provided such request is thereafter reduced to written form to ensure the accuracy of the request and the ability to properly respond. E-mail requests will be accepted if addressed to: PublicRecordsOfficer@ivgid.org or to the specifically named Public Records Officer if known to the Requester.~~

2. Content of Requests for Information or Records~~Submission~~

~~Any request for inspection or copying of public records shall clearly state that it is a request for public records, and shall clearly identify the Record that is sought by such request. Any Requesters are advised that a general description of a subject matter or topic or a blanket request for all general records may not be adequate for staff to provide responsive records. The Requester is also encouraged to provide the District with information about his/her purpose in requesting the Record sought, by title and date, if possible, so that the District may more easily identify and locate in its files the Record sought by the Requester. The District will make a reasonable attempt to identify and locate the specific Record responsive to the request.~~
All hard copy Public Records Request forms shall be mailed or hand-delivered to:

Attn: Public Records Officer



**Policy and Procedure Resolution No. 143 –
Resolution Number 1899**

**A POLICY FOR THE PROVISION OF PUBLIC RECORDS AND INFORMATION TO THE
IVGID Administration Building
893 Southwood Boulevard
Incline Village, Nevada, 89451**

All electronic Public Records Request forms shall be e-mailed to:

PublicRecordsOfficer@ivgid.org.

Any verbal request for public records will be submitted by the receiving staff member through the form for tracking and processing.

3. Determination of Form, and Timing of Response to Request for Information or Responses to Public Records Requests

The Public Records Officer will review all ~~such written Record requests~~ Public Records Request forms received and will determine whether the ~~request complies with this Policy, and whether the~~ requested ~~Record exists~~ records exist. A response (with copies of the requested ~~documents,~~ or public records, indicating the anticipated date on which ~~documents~~ the public records will be provided, or informing the Requester that the District does not have the ~~documents~~ public records or will not be producing them for a lawful reason) will be made within five (5) business days from receipt of the ~~request~~ form, not counting that day, and thereafter as appropriate, in compliance with the provisions of NRS 239.0107.

Documents may be withheld pursuant to NRS 239.010 and all statutes cited therein; Nevada regulations; federal laws and regulations; state and federal case law; and the *Bradshaw* balancing test (the government's interest in withholding a record clearly outweighs the public interest in disclosure).

~~If a document is withheld or~~ The Public Records Officer, based on the advice of the District's General Counsel, may assert confidentiality in redacting or withholding certain records. If a record is redacted or withheld, the legal basis for such withholding or redaction or withholding will be stated in the District's response to the Requester.

All decisions to redact or withhold a record will be reviewed by the Board of Trustees. All decisions by the Board of Trustees are final.

4. Charges For Providing Documents Public Records



**Policy and Procedure Resolution No. 143 –
Resolution Number 1899**

A POLICY FOR THE PROVISION OF PUBLIC RECORDS AND INFORMATION TO THE

Pursuant to NRS 239.052, the District may charge a fee for providing a copy of a ~~Record. Such a~~ public record. ~~The~~ fee must not exceed the actual cost to the District to provide the copy of the ~~Record~~ public record unless a specific statute or regulation sets a fee that the District must charge for the copy. “Actual cost” means the direct cost incurred by a governmental entity in the provision of a public record, including, without limitation, the cost of ink, toner, paper, media and postage. The term does not include a cost that a governmental entity incurs regardless of whether or not a person requests a copy of a particular public record. Further, the District shall not charge a fee for providing a copy of a ~~Record~~ public record if a specific statute or regulation requires the District to provide the copy without charge.

In compliance with NRS 239.052, the following categories will govern the charges, if any, which will be assessed and the method in which the request will be ~~handled~~ provided:

a) ~~Public Meeting Information~~ Records Provided by E-Mail

~~Copies of such Records or information, as contained in the District’s published public meeting agenda packages, including minutes of District Board meetings and Board of Trustee actions, will be provided to the Requester at no charge, if the date of the involved meeting is provided.~~

~~b) Records or Documents In Digital Form.~~

~~Records~~ Public records which have been specifically identified as being able to be provided by e-mail, ~~i.e. in digital form,~~ will be provided to the Requester at no charge.

~~b) c) Non-Digital~~ Public Records and Documents Not Provided by E-Mail

~~Records not available in digital form and specifically identified will be provided in accordance with the following Fee Schedule:~~

Public records that cannot be provided by e-mail or that the Requester requests in some other form will be provided in accordance with the following fee schedule:

- ~~I. Under five (5) pages, free of charge.~~ \$.05 for each printed page.
- ~~II. Actual cost for each storage device (DVD, CD, thumb drive, etc.).~~
- ~~II. Over five (5) pages, a charge of \$.10 per each page over 5 pages~~



**Policy and Procedure Resolution No. 143 –
Resolution Number 1899**

A POLICY FOR THE PROVISION OF PUBLIC RECORDS AND INFORMATION TO THE

~~will be charged (both black/white and color copies).~~

~~III. If the Requester, on a single visit, requests multiple documents, the first five (5) pages (of the total package of requested documents) will be provided free of charge. Each page after that shall be charged in accordance with section c) II. above.~~

~~IV. Digital Storage (DVDs, CDs, thumbdrives) will be charged at actual cost.~~

~~III. V. Postage will be charged at actual Actual cost for postage.~~

~~VI. Payment Fee payment is due prior to the release of the requested Record(s) public records.~~

Fees for all or a portion of the costs incurred by a ~~Requestor~~ Requester pursuant to this Policy may be waived by staff upon the approval of the General Manager. Waivers are not required.

5. Redactions and Exemptions

~~The Pubic Records Officer based on the advice of the General Counsel may assert attorney-client privilege or other legally permitted exemptions and redactions when responding to public records requests. All redactions and decision to withhold documents will be reviewed by the Board of Trustees. All decisions by the Board of Trustees are final.~~

5. 6. Publication of Public Records Requests and Responses

The ~~Pubic~~ Public Records Officer shall publish on the ~~District~~ District's website or other forum approved by the Board of Trustees ~~a record of the~~ current and recent public records requests and the District's ~~response~~ responses.

II. INFORMATION

A. Purpose

~~The following Policy and Procedure, which shall also be known as the District's "Public Information Policy", is intended to govern the issue of public information pertaining to the District or its operations, and the provision thereof by the District. It will apply to all such inquires or requests for information by the general public to the District which are not requests for~~



**Policy and Procedure Resolution No. 143 –
Resolution Number 1899**

A POLICY FOR THE PROVISION OF PUBLIC RECORDS AND INFORMATION TO THE

~~public records.~~

B. Policy Statement

~~The District will strive to make information regarding the District’s business and operations available to the general public, and to assist the general public in understanding matters of general public concern. The District will take reasonable steps to respond to public inquiries and requests for information.~~

C. General Provisions

1. General Requests

~~Each Department shall establish an internal procedure for responding to oral or written requests for explanation or information from the public. Each such procedure shall provide for the referral of any extraordinary request to the General Manager for further action or response. Extraordinary requests include those requests requiring a substantial amount of time to respond, those requiring research or Record searches or interpretation, and others which would affect the normal operations of the Department.~~

2. Extraordinary Requests

~~The General Manager shall review and determine the appropriate responses to all extraordinary requests. The General Manager shall have the ability and authority to offer special staff services necessary and appropriate to respond to an extraordinary request.~~

3. Delegation of Authority

~~The General Manager may delegate the responsibility regarding extraordinary searches to any other staff person, at his or her discretion. The General Manager may appoint a Public Information Officer for the District, whose duties shall include responding to requests for information under this Policy. In the absence of such an appointment, the General Manager shall hold the title of “Public Information Officer”.~~

Summary report:	
Litera Compare for Word 11.3.0.46 Document comparison done on 7/31/2023 2:57:48 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Policy Resolution No. 137 (Public Records) [redlines 1.31.23]-c1.docx	
Modified DMS: iw://bbklaw-mobility.imanage.work/IMANAGE/41519406/1	
Changes:	
<u>Add</u>	72
Delete	94
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	166

All Changes
Accepted



**Policy and Procedure Resolution No. 137 –
Resolution Number 1905
A POLICY FOR THE PROVISION OF
PUBLIC RECORDS TO THE GENERAL PUBLIC**

WHEREAS, from time to time, IVGID receives requests for the provision of public records contained in its files; and

WHEREAS, NRS Chapter 239 of the Nevada Public Records Law and NRS Chapter 241 of the Nevada Open Meeting Law address the provision of public records to the public upon request; and

WHEREAS, NRS Chapter 239 further provides guidance on the manner and timing for a response to such requests and for the charge of costs therefor; and

WHEREAS, NRS Chapter 239 specifically provides that a governmental entity may charge actual costs, as defined, incurred in the provision of a public record; and

WHEREAS, on or about June 29, 2011, IVGID adopted a policy to establish procedures for handling requests for public records (“Policy”); and

WHEREAS, IVGID now wishes to revise its adopted Policy for the provision of records in order to maintain consistency with State law; and

WHEREAS, the IVGID fee schedule for public records contained herein shall be posted on the IVGID website and in all other locations required by NRS Chapter 239.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, that it hereby adopts the attached Policy for the provision of public records.

BE IT FURTHER RESOLVED, that the attached Policy and procedures will remain in effect until changed or rescinded by the Board of Trustees and supersedes Resolution No. 1905/Policy and Procedure Resolution No. 137.

* * * * *



**Policy and Procedure Resolution No. 137 –
Resolution Number 1905
A POLICY FOR THE PROVISION OF
PUBLIC RECORDS TO THE GENERAL PUBLIC**

I hereby certify that the foregoing is a full, true and correct copy of Resolution No. 1905, Policy and Procedure Resolution No. 137, as amended and adopted by the Board of Trustees of the Incline Village General Improvement District on the 30th day of August, 2023, by the following vote:

AYES, and in favor thereof,
NOES,
ABSENT,

Heidi H. White
District Clerk



**Policy and Procedure Resolution No. 137 –
Resolution Number 1905
A POLICY FOR THE PROVISION OF
PUBLIC RECORDS TO THE GENERAL PUBLIC**

I. PUBLIC RECORDS

A. Purpose

The following Policy and Procedure, which shall be known also as the District’s “Public Records Policy” (“Policy”) is intended to govern the issuance of public records contained in District files, and the inspection, copying, and provision thereof. It will apply to all such requests for public records by the general public.

B. Policy Statement

Public records in the possession of the District that are not otherwise declared to be confidential by State or federal law, and/or related governing interpretations of the law, will be made available to the general public for inspection and copying under Nevada law.

C. Governing Law

This Policy is made in conformance with the Nevada Open Meeting Law (NRS 241), the Nevada Public Records Law (NRS 239) and District Policy. This Policy will remain in effect until changed or rescinded by the District’s Board of Trustees.

D. Policy Administrator

The General Manager shall appoint a District “Public Records Officer” who shall oversee the execution and administration of this Policy. In the absence of such designation, the General Manager shall hold the title of “Public Records Officer” and shall directly administer this Policy.

The General Manager may name more than one “Public Records Officer” because District records may be maintained at multiple District locations or to ensure uninterrupted staff coverage during vacations and other absences.



**Policy and Procedure Resolution No. 137 –
Resolution Number 1905
A POLICY FOR THE PROVISION OF
PUBLIC RECORDS TO THE GENERAL PUBLIC**

E. General Provisions

1. Form

The District will prepare and provide a “Public Records Request” form to be used by the general public for all requests for public records.

2. Submission

All hard copy Public Records Request forms shall be mailed or hand-delivered to:

Attn: Public Records Officer
IVGID Administration Building
893 Southwood Boulevard
Incline Village, Nevada, 89451

All electronic Public Records Request forms shall be e-mailed to:

PublicRecordsOfficer@ivgid.org.

Any verbal request for public records will be submitted by the receiving staff member through the form for tracking and processing.

3. Responses to Public Records Requests

The Public Records Officer will review all Public Records Request forms received and will determine whether the requested records exist. A response (with copies of the requested public records, indicating the anticipated date on which the public records will be provided, or informing the Requester that the District does not have the public records or will not be producing them for a lawful reason) will be made within five (5) business days from receipt of the form, not counting that day, and thereafter as appropriate, in compliance with the provisions of NRS 239.0107.

Documents may be withheld pursuant to NRS 239.010 and all statutes cited therein; Nevada regulations; federal laws and regulations; state and federal case law; and the *Bradshaw* balancing test (the government’s interest in withholding a record clearly outweighs the public interest in disclosure).



**Policy and Procedure Resolution No. 137 –
Resolution Number 1905
A POLICY FOR THE PROVISION OF
PUBLIC RECORDS TO THE GENERAL PUBLIC**

The Public Records Officer, based on the advice of the District’s General Counsel, may assert confidentiality in redacting or withholding certain records. If a record is redacted or withheld, the legal basis for such redaction or withholding will be stated in the District’s response to the Requester.

All decisions to redact or withhold a record will be reviewed by the Board of Trustees. All decisions by the Board of Trustees are final.

4. Charges For Providing Public Records

Pursuant to NRS 239.052, the District may charge a fee for providing a copy of a public record. The fee must not exceed the actual cost to the District to provide the copy of the public record unless a specific statute or regulation sets a fee that the District must charge for the copy. “Actual cost” means the direct cost incurred by a governmental entity in the provision of a public record, including, without limitation, the cost of ink, toner, paper, media and postage. The term does not include a cost that a governmental entity incurs regardless of whether or not a person requests a copy of a particular public record. Further, the District shall not charge a fee for providing a copy of a public record if a specific statute or regulation requires the District to provide the copy without charge.

In compliance with NRS 239.052, the following categories will govern the charges, if any, which will be assessed and the method in which the request will be provided:

a) Public Records Provided by E-Mail

Public records which have been specifically identified as being able to be provided by e-mail will be provided to the Requester at no charge.

b) Public Records Not Provided by E-Mail

Public records that cannot be provided by e-mail or that the Requester requests in some other form will be provided in accordance with the following fee schedule:

- I. \$.05 for each printed page.
- II. Actual cost for each storage device (DVD, CD, thumb drive,



**Policy and Procedure Resolution No. 137 –
Resolution Number 1905
A POLICY FOR THE PROVISION OF
PUBLIC RECORDS TO THE GENERAL PUBLIC
etc.).**

- III. Actual cost for postage.

Fee payment is due prior to the release of the requested public records.

Fees for all or a portion of the costs incurred by a Requester pursuant to this Policy may be waived by staff upon the approval of the General Manager. Waivers are not required.

5. Publication of Public Records Requests and Responses

The Public Records Officer shall publish on the District's website or other forum approved by the Board of Trustees the current and recent public records requests and the District's responses.

MEMORANDUM

TO: Board of Trustees

FROM: Matthew Dent
Chair

Josh Nelson
General Counsel

SUBJECT: Review, discuss, and potentially adopt Policy and Procedure No. 143/Resolution No. 1904 regarding advertisements in the IVGID Magazine

RELATED STRATEGIC PLAN INITIATIVES: Long Range Principle #6 Communication

DATE: August 30, 2023

I. RECOMMENDATION

That the Board of Trustees review, discuss, and potentially adopt Policy and Procedure No. 143/Resolution No. 1904 regarding acceptance of advertisements for the IVGID Magazine.

II. BACKGROUND

The District presently funds and manages the production of the “IVGID Magazine,” which publishes five times per year. The District contracts with CC Media Publishing for management of advertising submissions and rates, but the District has not adopted a formal policy regarding what is appropriate and acceptable for publication as an advertisement in the IVGID Magazine. This draft policy, attached hereto as Exhibit A, establishes the criteria that the District will apply to determine whether third-party-submitted proposed advertisements are acceptable, and clarifies that the District reserves the right to review proposed advertisements in advance and reject those which do not meet the adopted criteria.

In the District’s experience, certain types of advertisements can interfere with the District’s primary purpose of generating revenue to benefit City services. This policy advances the advertising program’s revenue-generating objective by prohibiting advertisements that could detract from that goal by creating substantial controversy, interfering with and diverting resources from transit or other City operations, and/or posing significant risks of harm, inconvenience, or annoyance

to transit passengers, operators and vehicles, and other members of the public. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of City services or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue.

In short, the following categories of advertisements will not be accepted under the draft policy:

- Ads that do not qualify as “commercial speech” (i.e., only ads that propose commercial transactions, like buying/selling/economic exchanges are permitted)
- Ads involving trademark/patent infringement
- Obscene, pornographic, and offensive ads (as defined in the policy)
- Defamatory, false, and deceitful ads
- Ads advocating for violence or portraying violence
- Ads directly or indirectly promoting any specific form of religion or religious practice, except for summer camps or similar programs that are open to all children in the community
- Ads that imply the District has “endorsed” any service, product, or point of view without prior written authorization
- Ads for tobacco, firearms, non-carbonated bottled water, cannabis products and services, CBD products and services, and short-term rentals
- Ads for ski areas, ski lesson providers, golf courses and golf shops, and tennis and pickleball centers or services other than those that the District owns, operates, or manages
- Ads that conflict with federal, state, or local law

In addition, all advertisements submitted for review must clearly identify the sponsor of that ad. Any person who is found to have violated the policy may be prohibited from submitting ad requests in the future. Language will be included when appropriate clarifying that the views expressed in the ad do not necessarily reflect the District’s position. And, the District’s GM or designee will retain the right to control the quantity, quality, and placement of all ads, and reject ads that do not comply with the adopted policy.

III. FINANCIAL IMPACT AND BUDGET

No direct impact by adoption of the policy. Ads published in the IVGID Magazine support the production of the magazine.

IV. ALTERNATIVES

Below are alternatives to the recommended action:

1. Adopt the proposed policy.
2. Decline to move forward at this time with this proposed amendment.
3. Suggest changes to the proposed policy and bring it back for discussion at the next meeting.

V. BUSINESS IMPACT

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

VI. ATTACHMENT

Draft Policy and Procedure No. 143/Resolution No. 1904



Policy and Procedure No. 143

Resolution 1904

IVGID Magazine and Public Facility Advertising Policy

The Incline Village General Improvement District (“IVGID” or the “District”) is a general improvement district organized pursuant to NRS Chapter 318. As part of its services to local residents and visitors to the area, the District publishes regular editions of the “IVGID Magazine,” and owns and operates a number of publicly available facilities such as parks and tennis courts, among other things. To support the publication of the IVGID Magazine and related District functions, as well as in furtherance of the District’s interest in maintaining well-run public facilities, the District accepts paid advertisements from third parties, subject to rates published by the District for such purposes and this Advertising Policy.

In keeping with its functions noted above, and to the extent allowable by law, the District does not intend by accepting advertising to convert the IVGID Magazine or venues that it owns and operates into open public forums for public discourse, debate, or expressive activity. Rather, the District accepts advertising as a means of generating revenue to support its operations. In furtherance of this limited objective, the District retains control over the nature of advertisements accepted for publication in the IVGID Magazine and in its venue locations, and maintains such advertising space as a non-public forum. This policy prohibits advertisements that could detract from the District's goal of generating revenue or interfere with the safe and convenient delivery of District services to the public. This policy is intended to be an objective and enforceable standard for advertising that is consistently applied, and which is consistent with the free speech guarantees of the constitutions of the United States and the State of Nevada. Through this policy, the District intends to establish the following uniform, viewpoint-neutral standards for advertisements in the IVGID Magazine and in other venues owned and operated by the District:

1. In accordance with the revenue-generating purpose of this Policy, the District shall accept only advertisements which contain Commercial Speech, which is defined as speech that does no more than propose a commercial transaction, or is an expression related solely to the economic interests of the speaker and its audience (e.g., promotes for sale, lease, or other financial benefit a product, service, or other property interest). Notwithstanding the foregoing, the following types of content will be allowed:
 - a. Advertisements that promote IVGID services or programs, including co-sponsorships with third parties that relate to or support IVGID’s function and services; and
 - b. Advertisements from other local, state, or federal governmental agencies or legally affiliated entities relating to public programs, services, or events that do not otherwise qualify as Commercial Speech.
2. Advertisements that infringe on any copyright, trade or service mark, title, or slogan without the written consent of the owner of said copyright or mark will not be accepted.
3. Advertisements that are obscene or pornographic will not be accepted.
4. Advertisements that may be perceived as offensive to any religious, ethnic, racial, or political group will not be accepted.



Policy and Procedure No. 143

Resolution 1904

IVGID Magazine and Public Facility Advertising Policy

5. Advertisements that are clearly defamatory or contain false, deceitful, or grossly misleading information will not be accepted.
6. Advertisements that advocate for or portray acts of violence, murder, sedition, terror, vandalism or other acts of violence against persons, animals, or institutions will not be accepted.
7. Advertisements that directly or indirectly promote any form of religion or religious practice will not be accepted, except that local churches may advertise summer camp or similar programs that are available to all children in the community.
8. Advertisements that imply or declare an endorsement by IVGID of any service, product, or point of view without prior written authorization from IVGID will not be accepted.
9. Advertisements for tobacco, firearms, non-carbonated bottled water, cannabis products and services, CBD products and services, and short-term rentals will not be accepted.
10. Advertisements for ski areas, ski lesson providers, golf courses and golf shops, and tennis and pickleball centers or services other than those that the District owns, operates, or manages are prohibited.
11. Advertisements that otherwise are in conflict with any applicable federal, state, or local law, statute, or ordinance will not be accepted.
12. All advertisements must clearly identify the sponsor(s) of that advertisement.
13. Any person or entity who has previously violated any provision of this IVGID Magazine Advertising Policy may be prohibited from posting any advertisements.
14. All advertisements published by the District shall be formatted in such a way as to not be confused with IVGID's editorial content, and any "advertorial" style advertisements shall clearly state that the content is a paid advertisement. The District reserves the right to place a statement in all publications that says: "The views expressed in the advertisements in this publication do not necessarily reflect the views of the Incline Village General Improvement District."
15. Quantity, quality, and placement of all advertisements in the IVGID Magazine will be controlled by and subject to the specific approval of the District's General Manager or designee, who reserves the right to review each advertisement in advance and reject any proposed advertisement that does not meet the District's standards as set forth in this Policy.

The District reserves the right, from time to time, to amend, suspend, modify or revoke the application of any or all of these standards as it deems necessary to comply with legal mandates, or to facilitate its primary functions, or to fulfill the goals and objectives referred to herein. All provisions of this advertising policy shall be deemed severable.

Contracts granting advertising rights in the IVGID Magazine shall include this policy as an attachment.

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin, Interim General Manager

FROM: Susan Herron, Director of Administrative Services

SUBJECT: Approve a payment in the amount of \$7,200 to Erickson, Thorpe and Swainston, LLC

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): NOT APPLICABLE TO THIS ITEM

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES: NOT APPLICABLE TO THIS ITEM

DATE: August 30, 2023

I. RECOMMENDATION

That the Board of Trustees approve a final payment to Erickson, Thorpre and Swainston, LLC in settlement for their work conducted.

II. BACKGROUND

There was an outstanding amount owed, pending negotiation, to Erickson, Thorpe and Swainston LLC. After the departure of the former District General Manager, Counsel reached out and asked for a settlement meeting. Acting District General Manager Mike Bandelin and Director of Administrative Services Susan Herron met with Counsel and negotiated a final payment for services rendered. The amount owed was \$10,277.60 and the settlement amount has been lowered to \$7,200.00.

III. BID RESULTS

Not applicable

IV. FINANCIAL IMPACT AND BUDGET

These funds will come out of the General Fund.

V. ALTERNATIVES

Decline this request and assume that this law firm will proceed with legal actions

against the District for funds owed.

VI. COMMENTS

There are no additional comments.

VII. BUSINESS IMPACT/BENEFIT

This item is not applicable to a business impact statement.

VIII. ATTACHMENTS

None

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

An approval, by the Board of Trustees, is needed in order to make this payment.

1 INCLINE VILLAGE
2 GENERAL IMPROVEMENT DISTRICT
3 BOARD OF TRUSTEES

8 TRANSCRIPT OF HEARING
9 PUBLIC MEETING
10 Live and Via Zoom

12 Held at 893 Southwood Boulevard
13 Incline Village, Nevada

15 Wednesday, August 9, 2023

24 Reported by: Brandi Ann Vianney Smith
25 Job Number: IVGID 1

1 APPEARANCES

- 3 **BOARD MEMBERS PRESENT**
- 4 MATTHEW DENT, CHAIR
- 5 SARA SCHMITZ, VICE CHAIR
- 6 DAVE NOBLE, SECRETARY
- 7 RAY TULLOCH, TREASURER
- 8 MICHAELA TONKING, MEMBER

- 9 **ALSO PRESENT**
- 10 JOSH NELSON, LEGAL COUNSEL

13 -o0o-

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2

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21 -o0o-

1 Incline Village, Nevada - August 9, 2023 - 6:00 P.M.
2 -o0o-

3

4

5 CHAIR DENT: All right. I'd like to call

6 the Incline Village Board of Trustees meeting to

7 order. It is 6: 00 P.M., August 9th, 2023. The

8 meeting is being held in the boardroom at 893

9 Southwood Boulevard, Incline Village, Nevada, and

10 via Zoom.

11 Item A on the agenda is the Pledge of

12 Allegiance.

13 A. PLEDGE OF ALLEGIANCE

14 (Pledge of Allegiance.)

15 CHAIR DENT: Thank you. Item B, roll call

16 of trustees.

17 B. ROLL CALL OF TRUSTEES

18 CHAIR DENT: Trustee Tonking?

19 TRUSTEE TONKING: Here.

20 CHAIR DENT: Trustee Schmitz?

21 TRUSTEE SCHMITZ: Here.

22 CHAIR DENT: Trustee Tulloch?

23 TRUSTEE TULLOCH: Here.

24 CHAIR DENT: Trustee Noble?

25 TRUSTEE NOBLE: Here.

5

1 CHAIR DENT: And I'm trustee Dent. All
 2 five Trustees are present. Item C, initial public
 3 comment.
 4 C. INITIAL PUBLIC COMMENT
 5 CHAIR DENT: You will have three minutes
 6 for your public comment. Just for those folks that
 7 aren't aware, we are going to be pulling the golf
 8 item, item F 1 will be postponed to another meeting.
 9 All the applicants were notified of that prior to
 10 the meeting.
 11 Do we have any public comment?
 12 MS. SHACKFORD: Kay Shackford, Donna
 13 Drive.
 14 During Aaron Katz's public comments at the
 15 July 26th board meeting, 54 minutes into the live
 16 stream if you want to see for yourself, he diagnosed
 17 me as suffering from narcissistic personality
 18 disorder. He then submitted a list of the symptoms
 19 of NPD to the Board to be included in permanent
 20 public records.
 21 When I read about the symptoms of NPD on
 22 medical websites, which included incapable of
 23 feeling empathy, interpersonally exploitative for
 24 their own gain, feel they deserve privileges and
 25 special treatment, take advantage of others in order

6

1 to get what they want, react with rage or contempt,
 2 and try to belittle other people to make themselves
 3 appear superior.
 4 I concluded that any one diagnosed with
 5 NPD, which, by the way, is incurable, should not be
 6 allowed to influence the actions of the IVGID Board
 7 or affect the life of our community.
 8 Now, why in a public forum would Mr. Katz
 9 diagnose me as suffering from NPD, and why would he
 10 submit for the record its symptoms? Which he seems
 11 to be inordinately familiar with. And why would
 12 Chairman Dent allow such divisive and inappropriate
 13 accusations to be directed against a member of the
 14 community in clear violation of Chair's
 15 responsibility to maintain order?
 16 It may be because, along with our
 17 committed and growing team of volunteers, I'm being
 18 effective in our efforts to recall two members of
 19 the Board so we can stop the damage they're doing
 20 and then can reclaim and rebuild our community.
 21 So if you're at all offended by this
 22 attack on me or by the damage these trustees are
 23 doing, please come by Raley's from 9:00 to noon,
 24 every day, weekends included, to sign our recall
 25 petitions. If you've already signed, thank you.

7

1 I have a theory called "Each one, reach
 2 one." If each person who signed can reach just one
 3 more person to sign as well, it would take us over
 4 the top and that would be truly awesome. And, of
 5 course, if you come by Raley's any morning 9:00 to
 6 noon, you can meet me and quite possibly other
 7 wonderful volunteers face-to-face to decide for
 8 yourselves where I or they exhibit any of these NPD
 9 attributes.
 10 Thank you.
 11 MR. DOBLER: Cliff Dobler.
 12 Since 2015, I began studying the
 13 accounting and financial reporting of IVGID. In
 14 2020, Trustee Schmitz brought forth initiatives to
 15 strengthening the financial reporting and form an
 16 Audit Committee, which actually would do something.
 17 Moss Adams was engaged to review 26
 18 memorandums that I and Linda Newman developed. Most
 19 concerns were appropriate and reporting changes were
 20 necessary.
 21 For the first time, from that time forward
 22 Mr. Navazio and Mr. Winquest did everything in their
 23 power to hinder the new Audit Committee and
 24 undermine progress on internal controls asset
 25 capitalization and contract management. Once it was

8

1 discovered that several million dollars in expenses
 2 had been capitalized on the effluent pipeline, the
 3 Audit Committee recommended a prior period
 4 adjustment to be made in 2019, which was rejected by
 5 the majority of the Board, Callicrate, Wong, and
 6 Tonking.
 7 In 2020, with pressure, the adjustment was
 8 made. In 2020, Mr. Navazio went as far as burying
 9 prior adjustments and current year expenses to avoid
 10 reporting prior periods' adjustment. This
 11 razzle-dazzle accounting was caught, because Wong,
 12 Callicrate, and Tonking did not like the oversight
 13 from the Audit Committee, several public meetings
 14 were heard, led by Tonking, to water down the power
 15 of the Audit Committee and the whistleblower policy.
 16 After 2020, it became apparent that
 17 Mr. Navazio would not comply with the Board's
 18 request, bring forth prior capitalized costs which
 19 should be expensed.
 20 As an Audit Committee member, I began the
 21 review of improper accounting and submitted 30
 22 memorandums to the Audit Committee for
 23 consideration. Mr. Navazio attempted to bury the
 24 memos and simply did not respond. This spring,
 25 Chris Nolet, chairman of Audit Committee sat down

9

1 with Navazio, another member of the committee, and
 2 myself to review 26 memorandums over a two-day
 3 period. All but nine were resolved as either
 4 requiring corrections or not considered material.
 5 Navazio was to prepare a closure report; he did
 6 nothing.

7 The nine remaining memos sit in limbo
 8 without resolution because no one is around to
 9 complete the assignment.

10 Mr. Navazio kept telling the Audit
 11 Committee that internal control guidelines were
 12 almost done, but nothing came forth. Now the trial
 13 balance is out of balance by 3.9 million, and no one
 14 knows why.

15 The conversion of the Tyler system has hit
 16 the ground to a halt. An outside CPA firm must now
 17 be hired to get the books in order to produce a 2023
 18 report, which in turn will be audited by another CPA
 19 firm.

20 This is a mess created over four years,
 21 and was constantly buried by Tonking, Wong, and
 22 Callicrate. Dent and Schmitz did not have the power
 23 to put Navazio in line.

24 I told all of you several times that
 25 Navazio was no good. Citizens will now pay a hefty

10

1 price to unravel the mess.

2 MR. HEUER: Good evening. Chris Heuer,
 3 Southwood Boulevard.

4 I'm here not because I want to be, but
 5 because I'm pissed. And I'm here to speak truth to
 6 power because this is too much, and it's not a bunch
 7 of rumors. To see what's going on in here destroys
 8 me.

9 Friends and neighbors, my wife and I moved
 10 here for the natural beauty and amenities that make
 11 this community so special. And it is, indeed, a
 12 special place on Earth.

13 But I'm concerned about the many issues
 14 that our non-collaborative board and the seeming
 15 desire to our throw a wench into our operations,
 16 perhaps for the special interests who want to
 17 purchase our beaches and golf courses, or perhaps
 18 the singular interest who complained about a \$1,000
 19 rec fee that supports our real estate values and
 20 serves the needs of our citizens.

21 Recently, the Board has not only made the
 22 decision to take away beach access from employees,
 23 but to further demoralize IVGID staff by choosing to
 24 drive out leadership, instead of collaborating with
 25 them to upscale the management and provide them with

11

1 the resources they need.

2 And now, selection for the golf committee
 3 is being delayed and postponed because somebody
 4 couldn't make it here at 6:00 because they don't
 5 have the commitment to show up on time, where half
 6 of the people, somebody had friends in town, I don't
 7 know. Maybe somebody has a dinner.

8 But it is outrageous. Why do the excuses
 9 of the few outweigh the needs of the many? What
 10 interests are being served by this constant
 11 obstructionism to progress on these crucial issues?
 12 Will these people who aren't here become the board?
 13 If so, things are starting to smell more like we
 14 live on a wharf than a lake.

15 It seems clear the elitism and the
 16 self-interest of a wealthy few have now taken the
 17 seat of power. They will enact policies to support
 18 their grievances, rather than understanding the
 19 needs of the broader community. There's a seeming
 20 inability for some to see our shared humanity.

21 In making decisions, the diverse voices of
 22 residents are ignored, the needs of future
 23 generations go unconsidered, the negative
 24 consequences to our community wrack up higher and
 25 higher numbers.

12

1 I urge this Board to take a hard look
 2 inward. The seemingly malicious intent, because I
 3 have no other explanation for some of these
 4 moves and decisions, the lack of governance skills,
 5 particularly in keeping this room in decorum, and
 6 the disregard for all but a privileged few is
 7 apparent.

8 Now, obviously, with the recall, it is
 9 also intolerable to many more than the few you try
 10 to serve.

11 We don't need this anymore. We need
 12 collaboration, compassion, and a shared vision of an
 13 exclusive community. One where we treat each other
 14 as neighbors, where the needs of all residents are
 15 heard and where we work together for the betterment
 16 of all.

17 Our Village can be so much more than an
 18 empty place for the richest and tourists and a
 19 dwindling number of full-time residents who, like
 20 me, are blessed, really blessed to call this place
 21 home.

22 It may seem impossible in today's climate,
 23 but it is not. It just requires more work than
 24 simply printing it on campaign materials. There's
 25 time to right this ship, still time to spare the

13

1 community of the further divide. The time is now.
 2 We see you, we don't trust you after what we've
 3 seen, and it is time for you to resign.
 4 MS. WELLS: Kristy Wells, Incline Village.
 5 I have something prepared that I want to
 6 say, but first off, Chairman Dent, I'd like you to
 7 actually look and respond. Look me in the eye for a
 8 second.
 9 When Ms. Shackford was speaking and
 10 sharing a very personal story about some disparaging
 11 comments made by another community member, it was
 12 clear you were far from interested. You were
 13 fiddling with your desk. Trustee Tulloch over here
 14 was digging in his bag. It's wholly reprehensible.
 15 The reason the recall's together is
 16 because we don't feel you're fit to serve this
 17 Board. I don't feel you're fit to lead it. You're
 18 not showing leadership at all in this community, and
 19 it's time for you to resign.
 20 With that, speaking of that said community
 21 member, in the July 26th meeting, Mr. Katz claimed
 22 that IVGID was founded upon a fraud. I'm here to
 23 dispel that lie.
 24 In 1961, there was an economic analysis
 25 that was prepared to guide the original Incline

14

1 Village development plans. Inside that report it
 2 was stated: "This beautiful site provides the
 3 foundation for development of a superior
 4 residential, cultural, and resort community."
 5 I think we've done pretty good on two of
 6 three, but we can probably work a little more on the
 7 cultural part.
 8 On June 1st of that year, the Incline
 9 Village General Improvement District was created,
 10 1961. Four years later in 1965, Washoe County
 11 amended IVGID's enabling ordinance to add recreation
 12 facilities to its responsibilities. This is noted
 13 in NRS 318.143. Once recreation was added, IVGID
 14 started purchasing land and facilities, including
 15 our beaches, our ski resort, our golf courses, and
 16 even Bowl Incline.
 17 Careful consideration was given to plan
 18 Incline Village to provide the most desirable
 19 arrangement of its community and resort facilities
 20 for the benefit of its residents and guests. There
 21 was no fraud.
 22 That community member made an intentional,
 23 erroneous statement here, in front of this Board and
 24 in front of this community. And I would encourage
 25 him to retract it.

15

1 As our Board of Trustees seem unable to
 2 refute such claims, it falls on fellow community
 3 members to do so. We cannot and we should not allow
 4 this to continue.
 5 Thank you.
 6 MS. MARTINI: Margaret Martini, Incline
 7 Village.
 8 Well, here we are in yet another big mess
 9 perpetuated by the mismanagement of the previous
 10 general manager, Indra Winqest, and his inept and
 11 unqualified hires for senior management. No
 12 reconciliation of bank statements for 12 months.
 13 Mr. Navazio was very adept at dancing
 14 around questions and double talking to avoid
 15 detection of his ineptness for the job he was hired
 16 by Indra to do. So much for vetting employees. And
 17 the lack of oversight during his employment as
 18 general manager is becoming very apparent.
 19 Board approval must be had for any new
 20 senior management hires. He should have paid
 21 attention to all of the recommendations of the Audit
 22 Committee that was in place during his time of
 23 employment, instead of making back-door deals with
 24 members of community for \$26 million that never had
 25 a chance of fruition.

16

1 So now we have a big mess to clean up.
 2 Thank god for the astuteness of three members of the
 3 present Board in recognizing the task at hand, and
 4 the fact that they are willing to step up and make
 5 this district run like it has a modicum of fiscal
 6 responsibility.
 7 Please note that the interim Director of
 8 Finance, Mr. Magee, was hired by the do-nothing,
 9 know-nothing previous director, Paul Navazio. I am
 10 certainly hoping that he is able to step up and
 11 recognize the urgent need of financial order and
 12 make some productive changes, and even disclose the
 13 past deficiencies to the public and the Board.
 14 I am sure that some of the current Board
 15 members will not turn their back on the very
 16 knowledgeable and current Audit Committee and the
 17 recommendations of past audit committee member,
 18 Dr. Dobler.
 19 Cliff has been turning the IVGID
 20 financials inside out for many years, and many
 21 disclosures have been disregarded by past,
 22 inefficient, and clueless board members.
 23 We cannot afford to lose the current
 24 members if we ever have a hope to see any financial
 25 responsibility and good board management practice.

17

1 Agenda 4 is a classic example of what open
 2 and transparent financial disclosures would be
 3 discussed. I'm hoping that the interim general
 4 manager will exercise financial responsibility that
 5 has been so lacking for years and years, and that
 6 this board will have a very big oversight on his
 7 spending recommendations.

8 Creating advisory committees with
 9 financial acumen is another item that this board is
 10 doing proactively to put the District on the right
 11 track.

12 It has also come to my attention that a
 13 previous board member, who is spearheading the
 14 recall of Dent and Schmitz, has two times as many
 15 expenses as donations showing. Hmm. Still not
 16 understanding finances, Tim. Thanks for leaving
 17 such a financial mess.

18 MS. McKOWEN: Trish McKowen, 335 Ski Way.
 19 With the recall process underway for
 20 Trustees Schmitz and Dent, I wanted to make the
 21 Board aware of some of the behaviors being displayed
 22 by some of the members of our town's subculture,
 23 known as the "angry eight."

24 As a casual observer, it is blatantly
 25 clear that the two trustees being recalled show

18

1 favor to some of these people, with several of them
 2 being appointed to key committees within the
 3 District, like the Audit and Ordinance 7 Committees.

4 It is also clear that both Trustees have
 5 received financial donations from Dr. Dobler. Some
 6 were disclosed, like Trustee Schmitz' \$1,000
 7 donation in 2018, and another undisclosed loan from
 8 Dr. Dobler that has lead to a potential ethics
 9 violation into Trustee Dent.

10 In the meantime, another member of the
 11 angry eight, Mr. Wright, has approached volunteers
 12 at the petition tables on more than one occasion
 13 since the recall began, with the goal of
 14 intimidating and harassing volunteers and residents
 15 who are there to sign the petitions.

16 During one incident, Wright threatened to
 17 take pictures of the signed petitions and post them
 18 on social media to discourage people from signing.
 19 Just yesterday, he approached the petition table at
 20 Raley's wanting to know who paid for the recall
 21 committee signs, the buttons, and the bumper
 22 stickers.

23 It's bad enough that Mr. Wright has been a
 24 constant disrupter in the District since 2008, and
 25 it is also disturbing that he may be using a fake

19

1 profile on Next Door. I also believe, personally,
 2 that Mr. Wright, this morning, came by my place of
 3 business at 9:00 A.M., after I posted a News 4 story
 4 on Facebook yesterday. And that is very concerning
 5 to me.

6 The founders of this community, Art Wood
 7 and Harold Tiller, that were very good friends of my
 8 father's, are rolling over with all the negativity,
 9 anger, and vitreal.

10 It's time to end this and get back to the
 11 loving community that has always existed here since
 12 I moved here in 1968. Please sign the petition
 13 today. Sign the recall today.

14 MS. MILLER: Good evening, Trustees.
 15 I'm going to talk about a few things that
 16 are actually relevant to this board, I think.
 17 OpenGov, which the District pays a \$25,000 annual
 18 fee, has not been functional for over a year. It
 19 was supposed to come online at the same time as the
 20 new financial system. However, due, I guess, to
 21 some oversight, the data exchange was never
 22 implemented, and I guess no one ever bothered ask
 23 OpenGov for assistance with this, as what might be
 24 expected they would need to help.

25 Then in February, there was a contract

20

1 signed to have OpenGov come and complete the data
 2 exchange and whatever else was necessary to have
 3 OpenGov online again. Well, here it is August,
 4 there's still no OpenGov. I hope that Mr. Magee can
 5 look into that. That was a very valuable tool for
 6 the citizens to look into the financials.

7 Next item that also has to do with our
 8 finances, we had identified several parcels, I think
 9 on Incline Way or in this area, that used to be
 10 owned by the Postal Service, and ever since they
 11 were transferred to private ownership, they've never
 12 paid a rec fee. I think there were three parcels.
 13 If you look back, I'm sure -- actually my husband
 14 can provide you with the name and the parcel
 15 numbers.

16 I just looked at the bills by Washoe
 17 County, and they still are not being charged a rec
 18 fee or beach fee.

19 Third thing, advisory committees, I do
 20 think it's a good idea to put off if people can't be
 21 here, but I was a little disappointed that you
 22 didn't get more response. I think, maybe, it's a
 23 timing thing. A lot of the people who actually live
 24 here year round often take off during the summer
 25 because it's now so overcrowded that it's not as

21

1 great of a wonderful place to be during the high
2 tourism months.
3 So I hope you'll give it a little more
4 time. If you're going to extend that, I think you
5 should. Especially extend the capital committee.
6 Then, I really didn't want to get into
7 this, but when people come up here and they start
8 talking about you're not working for community, you
9 are. The people that are here, a lot of them own
10 short-term rentals, they're very, maybe, dismayed
11 that they can't bring all their short-term rental
12 guests on.
13 And where have all these people been for
14 the last ten years? And they come talk about a
15 board that they find is dysfunctional. I've seen in
16 the first three months, this Board had worked very
17 hard together, very successfully together. They
18 actually ask questions at this table and listen to
19 each other and make concessions. That hasn't
20 happened in a long time.
21 Thank you.
22 MR. KATZ: Good evening. Aaron Katz. I
23 have written statements to be attached to the
24 minutes of this meeting.
25 At the Board's last meeting, I pointed out

23

1 services guide, we need an assistant controller, we
2 need a controller at an added increase in pay, we
3 need a finance director at an added increase in pay.
4 If we increase all the pay, we're going to require
5 300- or 350,000 for a new general manager.
6 And then how much to hire recruiting firm
7 to find these people? Another 220,000 for Mike
8 Bandelin now. Another increase in salary for Kate
9 Nelson, the assistant manager of Parks and Public
10 Works. Where is all the money going to come from?
11 And then we listen to members of public
12 here saying, well, we need 7 million for tennis
13 courts, and we need 4 million for the beach house,
14 and we need 9.25 million for the Diamond Peak master
15 plan. And Gail Krolick wants 500 to a million more
16 for Ski Way. And Wyner Riner wants a million or
17 more for the dedicated park. And I can go on and
18 on.
19 We don't have the money. When are you
20 going to face reality? When are you going to deal
21 with it? If you can't operate at a breakeven, shut
22 it down. That's the message.
23 Thank you.
24 MS. CARS: Good evening, Trustees. That's
25 a hard act to follow. Linda Cars, 625 Lariat

22

1 the exodus of senior personal. Ten and counting.
2 Let's go to the request by our new finance
3 person for \$608,000 more. Where is the money going
4 to come from? The Board just budgeted 2.6 -- excuse
5 me -- 4.657 million in revenues for this year
6 against 9.3 million of losses or expenses. Now,
7 where's the money coming from to cover the losses?
8 Well, nearly 2 million comes from central
9 services costs transfers, which is a subsidy, and
10 we're taking half of our excess fund balance to
11 cover the difference, which means we run out of the
12 fund balance next year, unless we run out of it
13 sooner because Mr. Magee wants 600,000.
14 What about the 2,000-a-day loss at The
15 Grill? Let's look at our personnel costs. For
16 '23/'24, it's an unbelievable, nearly \$25 million.
17 The same costs actually incurred in 2021 was 18.1
18 million. That's a 37 percent increase in two short
19 years.
20 Let's look at capital expenditures. The
21 District's five-year capital plan proposes \$123.8
22 million in capital expenditures in five years.
23 That's nearly \$25 million a year. And yet we're
24 asking for more money. What are we asking for?
25 Well, we need new employees. We need an internal

24

1 Circle, Incline Village.
2 I would like to address the paid
3 promotional piece that was placed in the Tribune by
4 Trustees Dent and Schmitz, and clarify the
5 statements that were made.
6 On August 4th, 2023, Sara Schmitz and
7 Matthew Dent published a paid, political
8 advertisement in the Tahoe Daily Tribune, with most
9 of it somewhat questionable in the manner in which
10 they were presented.
11 I'm here to address the financial errors
12 bullet. This ad noted, quote, the Board, Audit
13 Committee, and newly hired interim Director of
14 Finance worked together and correct one of the
15 five-year's capital plan by 43 million. Only with
16 accurate accounting and financial reporting forward
17 slash budgeting can trust be rebuilt.
18 Unfortunately, this is a blatant twisting
19 of facts to deceive the public, and here are the
20 verifiable facts, everybody.
21 At the last meeting, Chris Nolet explained
22 in painful detail the twists and turns they had to
23 make to get a different answer to the supposed 43
24 million financial error. This was not a financial
25 error, but a number that was to be put on a form.

25

1 Again, a number to be put on a form.
2 I believe in accurate accounting and
3 financial reporting and budgeting, but please note
4 that even the interim Director of Finance, several
5 of his peers, and even the State of Nevada all noted
6 there was confusion on how the numbers were to be
7 submitted on the form to the State.
8 The form had previously been completed
9 consistent with the State's instructions. Multiple
10 peers of other government agencies agreed that IVGID
11 had filled out the form consistent with the
12 instructions.
13 Unfortunately, it was not good enough for
14 the naysayers, which to my dismay, includes the
15 Audit Committee chair, and after seven calls to the
16 Department of Taxation, they got an alternate
17 opinion. Yes, the original form instructions were
18 confusing and it would be okay to report the 43
19 million the way some members of the Audit Committee
20 wanted it to be reported.
21 This was not, not a financial error on the
22 part of IVGID. This was an error on the part of the
23 financial form. This is a form which has no impact
24 on IVGID's bottom line. The 43 million is a
25 reporting number that has no impact on IVGID's

27

1 care about the community, and I thank you.
2 I was trying to stay quiet about this
3 petition recall. I had one client who said, John,
4 don't say a word. It's not going to be good for
5 your business.
6 I'm a real estate broker. I had a second
7 client who kind of advised the same thing.
8 I was in Reno today, I had it on talk
9 radio, and they were talking about this petition, so
10 I couldn't resist. That's why I'm here.
11 On the first petition, Sara's -- the very
12 first phrase in the petition, quote, "She unilateral
13 lost a \$25-million grant from the Duffield
14 Foundation to IVGID."
15 Back when that happen, long before the
16 petition, I didn't think it was quite that simple,
17 so I researched it. Real estate was slow. I spent
18 quite a bit of time going over that October special
19 meeting. I sent emails to people. I spend a lot of
20 time studying that.
21 I wrote a document. One-and-a-half page
22 document about that \$25 million. The first -- one I
23 wrote it -- I didn't publish it -- I sent it out to
24 all the current board members at the time, Indra,
25 and Duffield's representative, Doug Dale, I think it

26

1 budget. It's a red herring that means nothing to
2 the bottom line.
3 To tap that in an ad that you were a
4 savior of \$43 million is disingenuous at best.
5 Trustees Dent and Schmitz, please stop your deceit.
6 This lying and twisting of numbers to make people
7 think that the District employees, current or past,
8 are incompetent has to stop now.
9 My plea to all homeowners in Incline
10 Village, we are desperately trying to make you
11 understand that Cliff Dobler, Aaron Katz, Chris
12 Nolet, who is the current chair of the Audit
13 Committee, and others are manufacturing a false
14 negative in the hopes of sidelining the recall
15 effort.
16 Please sign the petition so we can stop
17 the false narrative and rebuild or community and get
18 moving with the real business.
19 Thank you.
20 MR. EPPOLITO: Hi. My name is John
21 Eppolito.
22 I'd like to thank all the Board members
23 I'm glad I'm on this side and not that side. Thank
24 you for what you guys do. I know everybody up there
25 cares. Maybe does things differently, but you all

28

1 is. I sent it to everybody.
2 Three people replied, two just said thank
3 you -- I think Indra might have been one of the ones
4 that just said thank you. Actually three people
5 replied with a thank you, and a third replied with
6 some suggestions, so I added those. I think they're
7 actually strike five now.
8 The very first thing that happened, the
9 \$25 million is what supposedly the donor was willing
10 to contribute. All three of the options first
11 submitted to the donor were all \$30 million and up.
12 And at the October 24th meeting, Mr. Dent
13 said, quote, "Why did we take three different offers
14 to the donor that exceed the \$25 million?"
15 Indra said, "That question, I can't answer
16 definitively."
17 Then the attorney discouraged any further
18 discussion on the issue. That was strike one.
19 There were four more strikes before Sara's vote. It
20 wasn't that simple.
21 If anybody wants this, I have it. If
22 anyone's listening and wants me to email it to you,
23 it's john@jtahoe.com.
24 Matthew's petition, the first sentence is
25 very subjective. He allows Trustee Schmitz and

29

1 Tulloch to micromanage the GM and employees, thus
 2 creating a hostile and toxic work environment.
 3 Blah, blah, blah. Then it goes on with some facts
 4 and more subjectivity. I don't even know how these
 5 things are okay to submit.
 6 John Eppolito. Thank you very much.
 7 MS. USINGER: Caroline Usinger, 582
 8 Jackpine, Incline.
 9 I'm going to change the topic for a
 10 minute. Maui is burning. The fire department
 11 evacuation drill for Incline is next Wednesday, and
 12 Incline needs to take it very seriously.
 13 My house was burned in the Oakland East
 14 Bay fire, I've been through a disaster, and, trust
 15 me, no one in this room wants to have that happen.
 16 We have very limited ways to evacuate in
 17 Incline, with the evacuation route via Kings Beach
 18 almost useless.
 19 I am working with the fire department and
 20 Washoe County Emergency Management, not to yell at
 21 them at the lack of evacuation options, because they
 22 can't control that. But I'm working them to give
 23 the community realistic ways to prepare for and
 24 survive a disaster.
 25 I'm working with Ace Hardware to provide a

30

1 disaster preparation center where people can get
 2 resources for both evacuation or shelter-in-place.
 3 I encourage everybody, once that's established to
 4 visit it, and take it seriously. I encourage
 5 everyone to learn about all the resources at the
 6 Community Center, the Rec Center next Wednesday
 7 morning.
 8 We all need to work together to support
 9 the fire department and to minimize the heat and the
 10 fuel all the things that can make a disaster truly
 11 horrendous where people will die.
 12 Please remember Maui is burning. No one
 13 ever, ever, ever expected it. We do expect it, but
 14 we don't take it seriously. And I would appreciate
 15 it if everyone would show up next Wednesday morning
 16 at the Rec Center and start realizing that this is
 17 part of our life here.
 18 Thank you.
 19 MR. NOLET: Chris Nolet, Lakeshore
 20 Boulevard, IVGID Audit Committee chair.
 21 In three minutes I can't possibly address
 22 the current state of complete disrepair faced by our
 23 Director of Finance, Bobby Magee, and his few team
 24 members.
 25 His memo to the board package tonight

31

1 provided some insight on the rather frightening
 2 circumstances they face. No bank reconciliations
 3 for one year. An out-of-balance GL that has not
 4 been closed for the past two months. An IT
 5 implementation system which is months, if not years,
 6 late and still incomplete.
 7 In the aggregate, these circumstances
 8 represent an extremely daunting set of positions,
 9 even for IVGID.
 10 Contrary to the refrain, I quit because of
 11 the Board, I find it rather obvious that Navazio
 12 quit because he knew these circumstance would
 13 finally catch up with him in the current year-end
 14 close and related audit.
 15 More importantly, the presence of these
 16 circumstances in an organization has historically
 17 correlated to various financial frauds. While we've
 18 not seen any such specific circumstances, sudden
 19 leadership resignations, unreconciled bank accounts,
 20 and an open and out-of-balance GL are well-known
 21 traits, all of which indicate the substantial
 22 skepticism and expanded audit scopes are warranted.
 23 I heard that our former chair is
 24 attributing these circumstances to the current
 25 amateur leadership team. I know, and I feel good

32

1 about the fact, that the folks in IV are not so
 2 naive. These deplorable circumstances don't just
 3 develop overnight.
 4 For example, under the slipshod leadership
 5 of Tim Callicrate and Indra Winquest, two, two
 6 different audit firms reported the District did not
 7 main effective internal controls over financial
 8 reporting. Two different audit firms had to deal
 9 with restating our financial statements due to
 10 material errors.
 11 Even worse, the Audit Committee felt that
 12 it could not approve the fiscal '21 coffer that
 13 Callicrate and his team voted to approve and submit
 14 the financials to the State anyway.
 15 These examples represent chronic, worse
 16 practices.
 17 And for Tim, last month on July 7th, at
 18 music in the park, you admitted to me that as a
 19 chair, you failed to provide adequate board
 20 leadership during the Board of Trustees meeting on
 21 September 14th, 2022.
 22 As you noted, you were shocked at the
 23 4-to-1 design and plan vote. You acknowledged you
 24 should have paused the meeting and regrouped the
 25 trustees on the unanimous voting requirement. This

33

1 failure on your part substantially contributed to
 2 the project not moving forward.
 3 Callicrate, Winquest, and Wong are the
 4 worst of the worst, and now we're paying dearly for
 5 years of ineffective leadership and gross
 6 mismanagement.
 7 MR. CALLICRATE: Tim Callicrate, Incline
 8 Village, Nevada.
 9 Just to dovetail on Mr. Nolet's diatribe,
 10 he recorded me without my knowledge, which is not
 11 against the law in a public place, but it would have
 12 been nice to have known that. I'll speak freely
 13 whether I'm recorded or not.
 14 What I said to Mr. Nolet was that, yes, I
 15 was the dear in the headlights when Ms. Schmitz
 16 voted no on the first part of that vote for the
 17 Duffield Foundation grant. I also said to him,
 18 which he conveniently left out, "Why would Sara
 19 split the motion if there was an issue?" But that's
 20 what she did. She voted no and then she voted yes.
 21 I have clarified it through talking with
 22 Mr. Duffield that the reason they brought the money
 23 was because of Indra; the reason that they took it
 24 away was because of Sara.
 25 You can talk to the Duffield Foundation

34

1 about that, Mr. Nolet.
 2 Yes, I should have taken a break, but I
 3 was gobsmacked, sitting there going, wait, we all
 4 knew that we had to vote in a unanimous way. That's
 5 been refuted by Ms. Schmitz, and haphazardly by
 6 Mr. Dent. Again, you can make your decision on
 7 that, but the live stream shows it all.
 8 I don't regret my time on the board. I
 9 think that -- I find it interesting that folks in
 10 the community want to blame the past board. Well,
 11 let's see, there are three people on the past board
 12 that are on this current board. Two of them serve
 13 as the chair and the vice chair, so they're as
 14 culpable as anybody.
 15 If you look at the voting record and the
 16 voting record now, there's been a 180. Why is that?
 17 I don't know. That's why we're leading the recall.
 18 To Mr. Eppolito's comments, they were
 19 vetted by the Registrar of Voters and the Secretary
 20 of State, so we've done nothing wrong in listing
 21 what we did.
 22 We are going to go through. We are within
 23 striking distance. We will be successful.
 24 And it's unfortunate, but I've lived here
 25 38 years and I've never in my life seen such a

35

1 dysfunctional, out-of-control group up of people who
 2 have been playing into the minority's hands. It's
 3 unfortunate.
 4 But, you know, September 20th is just
 5 around the corner. We will be successful. Please
 6 come to Raley's and sign the recall.
 7 Thank you.
 8 CHAIR DENT: Mr. Gove, four public
 9 comments Via Zoom.
 10 MR. ABEL: Good evening. Michael Abel,
 11 (inaudible) Southwood, long-time Incline resident.
 12 Without going into extended conversation,
 13 I want to give kudos to the comments made by
 14 Mr. Nolet and Margaret Martini this evening. They
 15 were certainly appropriate and well justified in all
 16 respects.
 17 I sent a communication to the Board
 18 yesterday, and I wanted to make sure that it gets in
 19 the public record. We all know that IVGID is run by
 20 Susan Herron. Besides just being a glorified
 21 secretary, overpaid by the way, she costs our
 22 district hundreds of thousands of dollars, this for
 23 the Smith lawsuit and constant obstruction of
 24 information given to local citizens making normal
 25 public record requests. Also orchestrating the

36

1 hostile actions against Sara Schmitz.
 2 What does she do anyway? Well, one thing
 3 for sure, she and a few of her minions, including
 4 acting Public Works Director Kate Nelson went to the
 5 Incline Justice Court yesterday at about ten o'clock
 6 A.M., to support Brie Waters personal, legal action
 7 against private citizen Aaron Katz.
 8 I did not realize that judicial support
 9 was a part of Ms. Herron's job description. This
 10 means for two hours of time that she spent in court,
 11 with travel to and from the court, that the
 12 taxpayers crapped away four hours of salary for her
 13 and Ms. Nelson alone. This action was absolutely a
 14 dishonest expenditure of staff time.
 15 Incidentally, Waters' case against Katz
 16 was a joke, and the judge threw out the action.
 17 When is the Board going to develop some
 18 cajones and fire this overpaid and
 19 counter-productive employee? I know you trustees
 20 will try to cover you posteriors by saying that
 21 hiring and firing is at the discretion of the GM.
 22 Well, Mike is the interim GM, so why don't you just
 23 get some cajones and tell Mike Bandelin to fire
 24 Ms. Herron for cause, and that certainly is a cause
 25 yesterday to take two hours off in the middle of day

37

1 for a personal reason.

2 The corrupt IVGID culture will never be

3 remediated until she is gone, and I mean gone. That

4 ends that aspect of it.

5 The other thing, I wanted to comment

6 briefly, was that one of the applicants to the

7 position on this Golf Committee is a lady, Polly

8 Wolf. A couple of months ago, she made some very,

9 very nasty and inappropriate comments to the Board.

10 They were very disrespectful. I may disagree with

11 people on the Board, including people like

12 Callicrate and others, but I certainly am never

13 going to insult them publicly. I may insult their

14 ability to do their job, as I have with Ms. Herron,

15 but I will not insult them personally.

16 (Expiration of three minutes.)

17 MR. WRIGHT: Frank Wright, Crystal Bay.

18 I would like to point out that Ms. McKowen

19 is a flat-out story teller. She has fabricated

20 everything she said about me tonight, and I'll tell

21 you how.

22 First of all, at nine o'clock this

23 morning, I was in Carson City with my daughter

24 getting her driver's license, so I wasn't stalking

25 her.

39

1 this board tonight about me and what I am and who I

2 am and what I am saying to people is just horrid.

3 It's just horrid.

4 What did I ask the person at the table at

5 Raley's? I said, "Hey, do you realize that there is

6 no contract, there is no documentation, there is

7 nothing that Mr. Duffield signed for a \$25-million

8 donation. That makes it a lie. And if you have it,

9 show it to me." That's what I asked her to do.

10 I said, "Who is financing this?" She

11 didn't know. Is that something I shouldn't ask?

12 And all the signs in town don't have

13 anybody's name on them, they don't have any kind of

14 information about who is putting these signs up.

15 That's illegal in the State of Nevada.

16 This whole recall effort is nothing but a

17 sham. It's run by a bunch of amateurs, and these

18 guys are just pathetic. They're going knocking on

19 doors, bothering people, putting their flyers on

20 people's car, people are coming out going, get off

21 my property. You guys are horrible. You're

22 horrible. You're horrible people, and you --

23 (Expiration of three minutes.)

24 MS. BECKER: My name is Diane Becker, and

25 I'm a full-time resident of Incline Village.

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1 Number 2, when I went to the table at

2 Raley's, I happen to have a trustee on the phone

3 with me, and the trustee heard everything I said

4 while at that table.

5 She lied. Made up stuff that was not

6 true. That trustee heard everything and can verify

7 it. But that's not the issue here.

8 The issue here is people like Tim

9 Callicrate, who is a flat-out liar, saying that

10 Secretary of State has cleared the statements on his

11 petition, that is a lie. That has not taken place.

12 I can tell you that because yesterday I was told by

13 the Secretary of State that there's an investigation

14 going on right now about what is put on there. So

15 that's another story, Mr. Callicrate.

16 Mr. Callicrate, Ms. McKowen, Kay

17 Shackford, these people come before the Board, they

18 make things up, they say things that aren't true,

19 they lie about the people who are really doing a

20 good job here, they go after the Board, who is

21 trying to do a good job, but they get in the way.

22 And this recall is nothing more than a

23 methodology to keep the gravy train rolling and to

24 keep their freebies coming their way. And to go

25 before a board and lie like she did, Ms. McKowen, to

40

1 I make this public comment in support of

2 Trustees Dent and Schmitz, and ask all parcel owners

3 who have not yet voted to -- excuse me -- who have

4 not yet signed to decline to sign the recall

5 petition.

6 The recall petition is based on a number

7 of incorrect statements that have been made that I

8 have heard when I've gone to the table to ask what

9 is the basis that other people are repeating, things

10 like that IVGID is going to go bankrupt, that IVGID

11 is running out of money because of these people,

12 that they are liars and thieves.

13 But I think the issue is is that there is

14 tremendous animosity in this community that we

15 should all work on. And one of the sources and one

16 of the big objections was the fact that beach access

17 was taken away from the employees, and I think it's

18 important to us to all realize that the reason that

19 this was done was because of the way the deed has

20 been written.

21 The deed that is written to the beaches

22 gave the beaches (inaudible) the Crystal Bay Company

23 to IVGID to hold solely for the benefit of the

24 parcel owners and their guests and their tenants.

25 The deed is very specific. It grants what is called

41

1 "an easement" to all of us parcel owners, and if we
 2 do not enforce our parcel owner rights, we run the
 3 risk of losing our exclusive beach access.
 4 There have been many threats of litigation
 5 to declare that we have abandoned those exclusive
 6 beach rights, and I wish that the employees had
 7 been -- had gotten more information about why this
 8 action was taken. Unfortunately, senior management
 9 did not live in Incline Village and did not have
 10 parcel owner rights and instead chose to complain
 11 and encourage the employees to be upset.
 12 I hope the employees understand that that
 13 particular perk was not one that IVGID could give,
 14 and that it was a risk to the parcel owners to give
 15 that perk.
 16 I'd also like to say that I'm hopeful that
 17 the employees and trustees can learn to work better
 18 together in the future. I think the employees, by
 19 being so angry, are not helping themselves or the
 20 parcel owners for whom they provide services.
 21 I strongly appreciate the employees. They
 22 are always very courteous and gracious to me as a
 23 parcel owner, and I think that if everyone would
 24 step back and instead of being furious and calling
 25 each other names and saying that these people are

42

1 evil, when, in fact, Trustees Dent and Schmitz are
 2 just --
 3 (Expiration of three minutes.)
 4 MS. KNAAK: Yolanda Knaak, Martis Peak
 5 here in Incline Village.
 6 I wanted to, first of all, thank the Board
 7 for protecting our beaches. It's sad that people
 8 don't understand that not following the beach deed,
 9 we can end up having everyone in Reno at our
 10 beaches. So, I want thank the Board for protecting
 11 our beaches.
 12 Second, I did want to point out that at
 13 that meeting where there was the vote on the 25
 14 million, there was Open Meeting violation, that I
 15 don't know if it ever got recognized. The -- it's
 16 not, you know, it's an Open Meeting violation to
 17 give information to the trustees that you do not
 18 give to the public, and I was at that meeting, sat
 19 through the entire meeting, and there was
 20 information on the fact that Duffield required
 21 option D to be picked. So that is very unfortunate
 22 to have an Open Meeting violation. And I think
 23 because of the Open Meeting violation, it did
 24 make -- end up making Sara look bad. So I wanted to
 25 point that out.

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1 Also, I do hope everyone will be involved
 2 in the fire drill on Wednesday and getting
 3 information from the Rec Center on fire prevention.
 4 I personally have contacted our Congressman asking
 5 him to work towards opening some dirt roads that we
 6 could possibly use for evacuation in the event of a
 7 fire and evacuation of Incline Village. So,
 8 hopefully that will be proceeding.
 9 Thank you very much.
 10 CHAIR DENT: Last public comment,
 11 Mr. Cars.
 12 MR. CARS: Good evening, Trustees.
 13 Because of the constant misinformation
 14 about the Duffield donation, \$26-million donation,
 15 of which our community lost because of Trustee Sara
 16 Schmitz voted no to the design, it is now time to
 17 restate the facts.
 18 Trustee Schmitz first voted no on the
 19 newly designed model because it did not include the
 20 gym that she wanted. After the no vote, she voted
 21 yes to sign the letter of support.
 22 Now, originally, it was one vote, but
 23 Trustee Schmitz requested that the vote be split
 24 into two. This is because she wanted to vote no on
 25 the design.

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1 I have a letter here, and I will quote:
 2 "The Board is humbled to accept
 3 the generous partnership made by
 4 the Foundation, and it would take
 5 an opportunity to pledge the
 6 support of the project as newly
 7 designed. The Board looks forward
 8 to a successful partnership, as
 9 there is a full commitment to take
 10 the project through completion."
 11 Unquote. This letter clearly states
 12 unanimous support of project as newly designed.
 13 Due to the Nevada Open Meeting Law,
 14 trustees are not to discuss behind closed doors or
 15 amongst themselves. It would have been the
 16 responsibility of the GM to speak and communicate
 17 clearly to each trustee that one hundred percent
 18 trustee support was needed for this incredibly
 19 generous gift.
 20 I would be surprised if the GM at the time
 21 had not discussed one-on-one with each trustee prior
 22 to having this on the agenda. Very clear rules of
 23 engagement for this donation and unanimous support
 24 was required. The other four trustees understood
 25 and voted yes.

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1 The remodel of the facilities was
 2 purposefully designed to allow for the gym expansion
 3 that Trustee Schmitz wanted but voted no on. IVGID
 4 had money now and had money then to support the
 5 expansion.
 6 To this day, I say to everyone in our
 7 community, who in their right mind would say no to a
 8 \$26-million donation? This was and will always be a
 9 mind-boggling contradiction. Again, how would
 10 anyone in their right mind turn down 26 million in
 11 one vote, and then agree to sign a letter approving
 12 it in another?
 13 To reiterate, the letter clearly states
 14 the trustees unanimously supported the
 15 newly-designed project. So residents of Incline, if
 16 you hear and read anything to the contrary, it's a
 17 twisted story, and it's not a fact.
 18 Thank you.
 19 CHAIR DENT: All right. That will close
 20 out our item C, initial public comment. Moving
 21 on --
 22 Go ahead.
 23 MR. NELSON: Just a reminder to the
 24 community that the public comments represent the
 25 personal views of the speaker, not official

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1 statements of IVGID or its Audit Committee.
 2 Thank you.
 3 CHAIR DENT: Thank you for that.
 4 Closing out item C. Moving on to item D.
 5 D. APPROVAL OF AGENDA
 6 CHAIR DENT: Approval of the agenda. Any
 7 changes?
 8 TRUSTEE TONKING: Can I move E 3 off
 9 consent to general business?
 10 CHAIR DENT: Yes. We will make that new F
 11 1. Everyone okay with that? Okay. And then we
 12 will -- do we leave the golf item to discuss the
 13 next steps?
 14 TRUSTEE TONKING: Yes, let's do that.
 15 CHAIR DENT: Everyone okay with that?
 16 Okay. All right. The agenda is approved.
 17 Moving item E 3 to become F 1. That will close out
 18 approval of the agenda, item D. Moving on to item
 19 E.
 20 E. CONSENT CALENDAR
 21 CHAIR DENT: Consent calendar. Is there a
 22 motion to accept the consent calendar?
 23 TRUSTEE TONKING: I move the Board of
 24 Trustees approve the consent calendar with changes
 25 that were sent this -- with updated changes.

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1 CHAIR DENT: Motion's been made. Is there
 2 a second?
 3 TRUSTEE TULLOCH: I'll second.
 4 CHAIR DENT: Motion's been made and
 5 seconded. Any further discussion?
 6 Seeing none, call for question. All those
 7 in favor, state aye.
 8 TRUSTEE TONKING: Aye.
 9 TRUSTEE TULLOCH: Aye.
 10 TRUSTEE NOBLE: Aye.
 11 TRUSTEE SCHMITZ: Aye.
 12 CHAIR DENT: Aye.
 13 Consent calendar items E 1 and item E 2
 14 are approved. Moving on to item F 1, formally E 3.
 15 F. GENERAL BUSINESS
 16 F 1.
 17 CHAIR DENT: Review, discuss, and possibly
 18 approve Trustee Schmitz and staff to prepare and
 19 solicit an RFP for the point of sale assessment.
 20 This can be found on pages 163 through 170 of your
 21 board packet.
 22 TRUSTEE TONKING: I think, Trustee
 23 Schmitz, I'm confused with the alternatives because
 24 isn't one of the alternatives that we -- aren't we
 25 trying to put this out for RFP?

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1 TRUSTEE SCHMITZ: So, we listed the
 2 various -- as this came up on our last agenda, we
 3 were going to have two different alternatives. One
 4 was to go forward with an RFP process, the other one
 5 was to actually potentially move forward with the
 6 engagement with Moss Adams.
 7 In discussion with staff, we wanted to
 8 come forward with the recommendation that we go out
 9 for an RFP. So at this point, if we wanted to do
 10 one of those other alternatives, it's still on the
 11 table, but it is our recommendation that we actually
 12 go out for an RFP on this particular scope of work.
 13 TRUSTEE TONKING: I'm confused with the
 14 alternative section in 5. It says: Revised the
 15 scope of work.
 16 I'm okay with it, so I don't need that
 17 alternative. But then number 2 on it is put the
 18 project out to RFP, and thought that's what the
 19 motion is to do, so it's not an alternative. It is
 20 what we're doing.
 21 TRUSTEE SCHMITZ: No. It was the original
 22 memo, and even in the original memo, we had two
 23 options. One was the RFP, the other one is move
 24 forward. So I just used the same memo.
 25 TRUSTEE TONKING: That's totally fine. I

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1 just wanted to make sure that I was understanding
 2 what we're voting on.
 3 TRUSTEE SCHMITZ: Yeah. And it was at the
 4 Board's direction that I worked with staff.
 5 Mr. Gove worked with me on this, and we came back
 6 with this proposal. So that was the direction that
 7 the Board had given the two of us. And we felt that
 8 our recommendation is to go out to an RFP, see what
 9 other responses we get, bring that back to the
 10 Board, and take it from there.
 11 TRUSTEE TONKING: I'm ready to make a
 12 motion. I just needed that clarified.
 13 I move that the Board authorize Trustee
 14 Schmitz and staff to prepare and solicit an RFP for
 15 the point of sale system assessment.
 16 CHAIR DENT: There's a motion. Is there a
 17 second?
 18 TRUSTEE SCHMITZ: I'll second.
 19 CHAIR DENT: Motion's been made and
 20 seconded. Any further discussion by the Board?
 21 Seeing none, call for the question. All
 22 those in favor, state aye.
 23 TRUSTEE TONKING: Aye.
 24 TRUSTEE TULLOCH: Aye.
 25 TRUSTEE NOBLE: Aye.

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1 board meetings.
 2 CHAIR DENT: Any further discussion on
 3 this item?
 4 TRUSTEE SCHMITZ: So what is the proposed
 5 action?
 6 TRUSTEE TONKING: It's just that we allow
 7 alternatives, other than being physically present.
 8 So, like a Zoom alternative or an alternative to,
 9 like, meet with each of us, or something to create a
 10 space for people who can't be here.
 11 TRUSTEE SCHMITZ: So is this going to go
 12 on to our next meeting on the long range calendar?
 13 TRUSTEE TONKING: I believe so.
 14 CHAIR DENT: That would be the intent.
 15 TRUSTEE TULLOCH: Are you seeking further
 16 applications as well?
 17 TRUSTEE TONKING: I'm not opposed.
 18 TRUSTEE NOBLE: I think -- one other time,
 19 I'd asked for an extension so we could get more
 20 applicants, and I was told, no, we've got a
 21 sufficient number, and we need to stick to what
 22 we've said.
 23 We're already breaking the rule a little
 24 bit by postponing it to another date so that
 25 everybody that submitted by the deadline can provide

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1 TRUSTEE SCHMITZ: Aye.
 2 CHAIR DENT: Aye.
 3 Opposed? Motion passes, 5/0. All right.
 4 That will close out item F 1. Moving on to item F
 5 2.
 6 F 2.
 7 CHAIR DENT: Review, discuss, and possibly
 8 appoint members of the committee to the Board
 9 advisory committee for golf, found on pages 171
 10 through 204 of your board packet.
 11 TRUSTEE TONKING: So, because our proposal
 12 said "must be present," we could not allow other
 13 opportunities for people to engage in this
 14 committee, and so we -- my thought was -- so we've
 15 canceled it. But my thought was we could provide
 16 alternatives for people who can't be in person, for
 17 example, Zoom, or a way to, like, answer the
 18 questions that we can allow space for people to
 19 contribute if they would like to.
 20 I understand there's a concern that if
 21 they can't make this, that they may not be able to
 22 make others.
 23 As the chair of that committee, I'll make
 24 sure that we're all deciding on dates and times that
 25 work for the whole committee, not just around our

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1 answers. We've got nine. I think there should be
 2 four out of those nine that we could choose from, so
 3 I don't see the need to open it up.
 4 If we only had two or three, I could see
 5 the reason for opening it back up, but I don't with
 6 nine already.
 7 TRUSTEE TULLOCH: I think we heard several
 8 speakers in public comment disappointed that it
 9 hadn't attracted a wider audience, and I think
 10 there's some good points made as to why that may not
 11 have happened. I know there was some delays in the
 12 actually getting the advert placed as well.
 13 So I'm not opposed to actually opening up
 14 for further -- given that we have an extra two
 15 weeks, give people the opportunity to see what's
 16 there.
 17 TRUSTEE SCHMITZ: We advertised that
 18 people must be present. And I think that if this is
 19 what we're planning to do, as I understand that
 20 people did have commitments and tickets and things
 21 like that, but I think that we need to be clear,
 22 then, to say if we're going to rescheduled this,
 23 that people must be available and present.
 24 And we don't defer this yet again because
 25 now we've got people who can't make the next

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1 meeting. And if there are people who could make it
 2 tonight and not make the next meeting, we've now set
 3 ourselves up for a bit of a problem.

4 CHAIR DENT: I'll weigh-in on this. I
 5 tend to agree with all of my colleagues on this. I
 6 do think there is value, I mean, this is the second
 7 and third committee that we've gone out to from a
 8 board level.

9 In my tenure with the Audit Committee, we
 10 had one applicant, the first couple applicants the
 11 first time, we had three last time, and then we've
 12 gotten almost two handfuls between the both of
 13 these. It's awesome. We almost got 20 applicants
 14 between the two.

15 Given that we had a little extra time and
 16 hearing the public comment, if we do have anybody
 17 interested, I would say, let's throw their name in
 18 as well.

19 And then I like your suggestion, Trustee
 20 Tonking, as far as making sure that everyone can
 21 participate.

22 Given that we are delaying this process,
 23 we need to hold up our end of the bargain, so I
 24 would be interested in supporting that.

25 Do we need any other discussion on this

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1 item?

2 That will close out item F 2. We'll come
 3 back at the last meeting in August. Moving on to
 4 item F 3, formally F 2.

5 F 3.

6 CHAIR DENT: Review, discuss, and possibly
 7 appoint members of the Audit Committee to the Board
 8 Advisory Committee on Capital Improvements. This
 9 can be found on page 205 through 230 of your board
 10 packet.

11 And before we start this item, I spoke to
 12 my friends down at the Nevada Ethics Commission, so
 13 I'll just read a statement:

14 "After speaking with the Nevada
 15 Ethics Commission, I'd like to
 16 disclose I do and have had past
 17 business transactions with Cliff
 18 Dobler, and applicant for the CIC.

19 "One of my properties held in a
 20 trust has a mortgage with the
 21 Dobler Family Trust, and this
 22 transaction originated
 23 approximately 12 months ago.

24 "There is no material benefit or
 25 detriment to either of the

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1 parties, so I will be
 2 participating in the process, as
 3 advised verbally, yesterday, by
 4 the Nevada Ethics Commission."

5 With that being said, do we want to -- how
 6 do you guys want to approach each of the applicants?
 7 Do you want to just take them in how their name is
 8 in packet?

9 And then I think before we get there,
 10 perhaps, we -- once we come up with our four
 11 applicants, assuming we will have four applicants
 12 for this, how about we all write them down and
 13 submit them to legal counsel, and then he can tally
 14 them up. We'll take a break and we can tally them
 15 up and then come back.

16 Just list our four. Is everyone okay with
 17 that?

18 (Inaudible cross talk.)

19 CHAIR DENT: Well, I would say -- I'd say
 20 we'd discuss those applicants, but I think if there
 21 are more than three, it becomes a point of that
 22 applicant -- three or more, that applicant is
 23 approved; right? So I think it really becomes a
 24 discussion when there's --

25 Go ahead, Josh.

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1 MR. NELSON: And we can have a straw pull.
 2 We've done that in the past. But it is important
 3 that the decision as to who's appointed is done in
 4 an open motion and a discussion.

5 CHAIR DENT: Correct. Okay. So, yes.
 6 Would you like to have further discussion on each of
 7 the applicants before -- I mean, do you want to have
 8 a discussion before we go through the voting
 9 process? I guess is what I'm asking you.

10 TRUSTEE NOBLE: Yes.

11 CHAIR DENT: Okay.
 12 (Inaudible cross talk.)

13 CHAIR DENT: That is a good question. I
 14 think we're going to -- like, what I would like to
 15 do is we'll set the clock to five minutes, we'll
 16 allow a one-minute opening statement and
 17 four minutes for questions. Are you guys okay with
 18 that?

19 MR. NELSON: Chair, we did respond to one
 20 question from a member of the public, so you may
 21 wish the give the other member of the public an
 22 opportunity.

23 CHAIR DENT: Go ahead.

24 UNIDENTIFIED SPEAKER: Can you please
 25 start with who's here?

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1 MR. NELSON: You provided that, so now
 2 it's up to you whether -- you can move forward
 3 however you wish.
 4 UNIDENTIFIED SPEAKER: The roll call of
 5 the names of the people who are actually here?
 6 CHAIR DENT: Yeah. We're going to call
 7 them as we go.
 8 UNIDENTIFIED SPEAKER: No. I mean
 9 beforehand because you had a question --
 10 MR. NELSON: And, Chair, just decorum. We
 11 did indulge in allowing a member of the public to
 12 make his comment; now it's turning into a back and
 13 forth, but you're the chair.
 14 CHAIR DENT: Are you okay with us calling
 15 the names as we go?
 16 MR. NELSON: You're the chair.
 17 CHAIR DENT: Okay. We're good with that.
 18 All right. Mr. Bill Feast, you'll be up first.
 19 MR. FEAST: Good evening.
 20 TRUSTEE TONKING: I think I need a
 21 clarification. What if they don't want to talk for
 22 one minute? Like, how are we going around the
 23 horseshoe to make sure everyone can ask questions?
 24 CHAIR DENT: Let's give them a minute to
 25 talk, and then we'll do four minutes to ask

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1 questions and have questions answered.
 2 TRUSTEE NOBLE: Because we have the five
 3 questions, are we going to be asking each applicant
 4 those five questions?
 5 CHAIR DENT: You can ask anything you
 6 want. You can choose not to ask a question. It's
 7 purely just a sample.
 8 TRUSTEE TONKING: Are we making sure that
 9 all of us have the opportunity to ask questions even
 10 if it falls underneath the five minutes? Because I
 11 feel like that's also important.
 12 CHAIR DENT: That's fair. I just want to
 13 set a time to this so we keep ourselves moving
 14 along.
 15 MR. FEAST: Given the one minute, I think
 16 I'll chose to read my introductory letter that was
 17 my cover letter accompanying my CV and biography.
 18 My name is Bill Feast, and I wrote to
 19 express my interest in serving as an at-large member
 20 of the Capital Investment Committee.
 21 I'm a 15-year owner and resident of
 22 Incline Village and feel that my professional
 23 experience in a variety of senior leadership roles
 24 across an array of consumer-centric industries would
 25 allow me to be a valuable resource to the Board.

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1 As a CEO and in other senior-level roles,
 2 I've lead a diverse array of capital projects and
 3 acquisitions, large and small, across a variety of
 4 venues and geographies. My experience includes the
 5 creation and design of projects, producing and
 6 assessing budgets, defining scope of work, selection
 7 of contractors and vendors, and ultimately ensuring
 8 timely and on-budget delivery and execution.
 9 These projects typically required a
 10 strenuous review to ensure obtainment of specific
 11 financial ROIs, whether a new retail store
 12 environment company-wide ERP system or major
 13 equipment acquisition.
 14 Incline Village is fortunate to have an
 15 outstanding existing infrastructure and asset base.
 16 As a fellow owner, I feel it is essential to
 17 preserve, protect, and enhance our assets of all
 18 types, as well to ensure the District plans
 19 thoughtfully and carefully for the future needs of
 20 the community.
 21 CHAIR DENT: Thank you.
 22 Questions by Trustees?
 23 TRUSTEE NOBLE: How do you see the role of
 24 the Capital Investment Committee and its interaction
 25 with the Board of Trustees?

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1 MR. FEAST: That's something I thought
 2 about a lot. The District is clearly at a pivotal
 3 point. We're in the process of seeking a GM, a
 4 director of finance, and other key positions, and I
 5 think it's essential that the new team, whoever they
 6 may be, hits the ground running. And that's
 7 particularly true in the case, I believe, of capital
 8 improvements and investments.
 9 I believe the committee can be a bridge
 10 and a conduit between management and staff and the
 11 Board itself. And I think that's going to ensure a
 12 clarity of priorities, focus, and get the GM,
 13 particularly, in a leadership position to guide and
 14 direct upper-management staff in the preparation and
 15 capital budgets, and budgeting in general for that
 16 matter.
 17 I think if they can guide the management
 18 appropriately, the management will be in a better
 19 position to bring projects to the Board that are
 20 well considered, thoughtfully out, and well
 21 prepared.
 22 TRUSTEE TONKING: How would you deal in
 23 situations when either you and your fellow committee
 24 members are in vast disagreement, or you and the
 25 Board are in vast disagreement?

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1 MR. FEAST: Well, my career has been a
 2 very highly collaborative one, and anytime I've run
 3 into issues of disagreement with fellow management
 4 team, whether they were peers or whether they were
 5 members of my team reporting directly to me, I
 6 always found ways to build a team, come to
 7 consensus, reach agreement on whatever outstanding
 8 issues there were, and move ahead with urgency.
 9 There was different ways to do that. I've
 10 generally been successful in finding avenues and
 11 means and methods to bridge those gaps.
 12 TRUSTEE TULLOCH: I see from your resume
 13 you've done a lot of major project evaluation and
 14 things. In terms -- I'm assuming you've looked at
 15 some of our capital proposals. What deficiencies,
 16 what weaknesses do you see in our current format,
 17 and what do you feel we're not presenting at the
 18 moment in terms of the information that goes to the
 19 Board?
 20 MR. FEAST: Well, I haven't seen what
 21 information -- so, let's take dog park. I know two
 22 of the big key items that have been long debated and
 23 discussed are dog park and the beach facility.
 24 Those are clearly in the budget for this coming
 25 fiscal year. I honestly didn't see the preparation

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1 of what was presented to the Board in those cases.
 2 I do know that those are two of the most
 3 long-standing issues of debate among the community
 4 and, I'm sure, with you as board members.
 5 So while I don't have dogs, I don't
 6 utilize the dog park, I think as a homeowner and
 7 resident, I know a lot of dog owners that will
 8 welcome the resolution and completion of whatever
 9 debate there is to be had and remaining.
 10 I assume if it's in the budget, there's
 11 already been a certain level of debate and consensus
 12 reached, otherwise, it would have been hard to
 13 develop a \$100-million budget for a dog park that's
 14 approved by the Board and in the actual packet that
 15 was submitted. Same with half a million for skate
 16 park renovation, as well as the 4 million for the
 17 beach facility.
 18 CHAIR DENT: Thank you, Mr. Feast.
 19 MS. CARS: I hope you will look at me as
 20 the community member who passionately loves Incline
 21 Village, and I will put that hat on tonight because
 22 this is a committee that I think is the most
 23 important one that I would like to be on. Why? I
 24 feel that our infrastructure is old, a lot of the
 25 infrastructure, and it's coming to the end of its

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1 useful life. I feel that this committee will help
 2 lead the direction for many years to come in how we
 3 will make the improvements, make sure that they're
 4 structurally sound and financially sound.
 5 My background has been entrepreneurial,
 6 and as an entrepreneur, I've had to build a business
 7 up, without loans, so I understand finance, I
 8 understand budgets. I'm on a board where we make
 9 decisions. I'm on the finance committee of that
 10 board, and so we have capital projects it's --
 11 So I'm passionate about wanting to be on
 12 the committee to help guide the community for our
 13 future, my grandchildren's future, and all citizens
 14 to have a nice community to work in, live in, and
 15 play in.
 16 TRUSTEE NOBLE: How do you see the role of
 17 the Capital Investment Committee in its interaction
 18 with the Board of Trustees?
 19 MS. CARS: I think it has a critical role
 20 because of the information that the Board of
 21 Trustees has to receive in order make sound
 22 financial decisions.
 23 We are sort of an intermediary to work
 24 with the staff, get -- not work with them, to get
 25 information, the facts, from the staff that would be

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1 eventually presented to you through the GM, the
 2 future GM of the community, and the different heads
 3 of each of the venues to make sure that the
 4 community input and the financial inputs for the
 5 decisions are made soundly and properly.
 6 So we are an intermediary, and we are
 7 supposed to be independent, very effectual, do a lot
 8 of research to make sure we have all the facts to
 9 provide you with the insight to make the right
 10 decisions.
 11 TRUSTEE TONKING: Same question I asked:
 12 How do you deal with if there's vast disagreement
 13 between you and your other committee members or you
 14 and the Board?
 15 MS. CARS: Well, being on a board now
 16 where not everybody always agrees and having run a
 17 business for 35 years, you always have to be
 18 collaborative and work with your team members,
 19 carefully think through what their thoughts are,
 20 what their facts are, put it out, spread it out, and
 21 then come to a collaborative decision for whatever
 22 recommendations we would make.
 23 TRUSTEE TULLOCH: Can you give me some
 24 background on your experience in evaluating capital
 25 construction projects, major projects? How you

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1 would evaluate whether the budget that's been put
 2 forward is appropriate? Costs being put forward for
 3 the budget are appropriate, whether they're
 4 realistic?

5 MS. CARS: I would do my research and my
 6 homework, which I've always done when I'm working on
 7 something that I've never done before. I do a lot
 8 of homework to study it and analyze it, and ask lots
 9 of question, which everybody who knows me, knows I
 10 ask lots of questions, and do reading to make the
 11 best decisions and work with the committee team
 12 members too because everybody that comes to a
 13 committee should come from a different perspective
 14 to bring soundness to the decisions.

15 TRUSTEE TULLOCH: Okay. I think I can
 16 follow up on that. How do you define the best
 17 decision?

18 MS. CARS: The best decision would be the
 19 collaborative decision which the committee would
 20 agree to, based on the facts, finances, and
 21 situation at hand. So, you have to look at the
 22 facts at hand in order to make the right decision.
 23 And respectfully work together.

24 TRUSTEE TULLOCH: And how do you -- I'm
 25 assuming you've read the role of the committee, it's

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1 to evaluate proposals.

2 Can you -- how do you avoid moving into an
 3 advocacy role?

4 MS. CARS: You don't move into an advocacy
 5 role because you're taking a look at what the
 6 community needs are, as well as what the facts are
 7 at hand with the proposal that's presented to you.
 8 Then you're making a recommendation to the Board of
 9 Trustees as a group, as a team, you're making that.

10 I look -- view it totally as collaborative
 11 with the facts at hand.

12 CHAIR DENT: Where do you see an area
 13 where we can improve when bringing a memo or an item
 14 to the Board?

15 MS. CARS: Well, the dog park is the
 16 most-recent one, and also the beach access. The dog
 17 park, I think, is going to be back to phase 1, so I
 18 would have prepared a plan which would have been
 19 comprehensive before even starting the project, and
 20 looked at community input first, as well as facts
 21 for what was needed at the different venues.

22 So I think -- I'm very disappointed in the
 23 dog park. I don't have a dog. I have my personal
 24 opinions, quite honestly, but I would not let them
 25 come into play. I would first find out: What does

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1 the community want? And then what are the costs
 2 involved, and what's the best decision for the whole
 3 community, the soccer teams, the people that use the
 4 place, and what are the alternative options?

5 Not sure if I answered your question
 6 properly.

7 CHAIR DENT: You did.

8 MR. DOBLER: I'm Cliff Dobler. 75 years
 9 old. Been 30 years up here at Incline Village.

10 I've been in the development business my
 11 entire life. Even in high school, I was in
 12 drafting, created a great plan for a
 13 1,400-square-foot home and did the set of plans that
 14 were required to get a permit.

15 I went on to Disney and worked on Walt
 16 Disney World for five years and saw some of the most
 17 interesting people you could ever imagine to develop
 18 \$400-million complex for scratch.

19 Became a CPA, and from there on, I've been
 20 in the real estate junk business for 25 years. I've
 21 seen more busted deals that needed to be resolved,
 22 and I was hired as the guy to resolve them. That
 23 required a lot of research. And that's it.

24 What I'd like to say real quickly is I was
 25 on the committee to do the Burnt Cedar pool, a big

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1 success, been a trustee of the college, did
 2 tremendous work on getting the campus transferred
 3 down to the lake campus and transferring coverage.

4 So I'm pretty well inclined of all aspects
 5 of whatever you need, and I'm probably the best
 6 person to do it.

7 TRUSTEE NOBLE: How do you see the role of
 8 the Capital Investment Committee and its interaction
 9 with the Board of Trustees?

10 MR. DOBLER: First of all, there's three
 11 policies: board policies, investment management
 12 multi-year capital planning, and capital project
 13 planning. They have been watered down since 2016.
 14 They need to be reviewed and have the Board agree
 15 that these are the items that you need in order get
 16 a capital project onboard, so we know what our job
 17 is.

18 In other words, what happens now is
 19 nothing. You're winging it, and there's no
 20 standards at all. These are very bad documents that
 21 need to be revised, and that's where I think we
 22 should start.

23 TRUSTEE TONKING: Can you talk to me about
 24 how you would deal with the committee being in vast
 25 disagreement, and how you deal with the Board being

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1 in vast disagreement with what you believe?
 2 MR. DOBLER: Well, I believe in democracy.
 3 And if I don't agree with something, we have a vote.
 4 And if I lose, I lose. And it's very simple.
 5 I have my views on certain things, and if
 6 I don't agree with other people, I'm going to let
 7 them know that, they can let me know why they
 8 disagree with me, we put it to a vote, if I lose, I
 9 lose. Pretty simple.
 10 TRUSTEE TULLOCH: In terms of you make a
 11 good point about documents which we don't seem to
 12 even be a lot of -- the proposals I see coming
 13 forward, don't even seem to comply with it, with the
 14 documentation.
 15 What do you think of the major omissions
 16 in the information presented to the Board?
 17 MR. DOBLER: I don't think that you have
 18 the proper information to make a decision. I mean,
 19 you're winging it. The last three things that were
 20 brought to the Board were the dog park, the skate
 21 park, and even the Mountain Golf Course. You didn't
 22 have any information to make a decision at all.
 23 And I think the latest is this project up
 24 at Diamond Peak to redo the kitchens. I mean,
 25 that's actually a mess now because we didn't get our

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1 act together.
 2 And I think comparisons are very important
 3 too. They never compare one bid to another bid to
 4 see what may have been left out or not left out.
 5 They only show the one, and you don't know what's
 6 the comparison.
 7 I hope I answered your question.
 8 TRUSTEE SCHMITZ: You talked about the
 9 policies. Are you envisioning that this committee
 10 will be making recommendations to the Board for
 11 changes and modifications to those existing
 12 policies?
 13 MR. DOBLER: Well, I think that's a good
 14 place to start. I went through the five-year
 15 capital plan, any projects over \$250,000, there's 55
 16 of them, so in the next five years, that means 11
 17 projects a year. And it might be good to have a
 18 definition of what we're supposed to deliver to the
 19 Board, and then it will be delivered. And you
 20 people will know what the hell's going on.
 21 Right now, it's just paper for -- I guess
 22 you can roll it up and use it as burning it in a
 23 fireplace during the wintertime.
 24 You need to get this resolved. You can't
 25 have a committee and just be winging it here and

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1 there. You got to know: What does the Board want?
 2 And we'll get it for you.
 3 CHAIR DENT: To the point on the policies,
 4 I think this could roll into a training we have next
 5 week. Just throwing that out there.
 6 TRUSTEE NOBLE: Back in October 2020, your
 7 recreation privileges were suspended for
 8 three months for boarish behavior with your
 9 interaction with staff. How are you going to
 10 interact with staff going forward? Is it going to
 11 be --
 12 TRUSTEE SCHMITZ: Point of order. Point
 13 of order. I'm not sure, is this -- I'm asking.
 14 MR. NELSON: Yeah. So we requested that
 15 all applicants waive notice required under the Open
 16 Meeting Law, as it relates to their character and
 17 competence. And Mr. Dobler provided that waiver,
 18 then it's up to the Board as to whether you'd like
 19 to explore this line of questioning.
 20 CHAIR DENT: Let's get to the question.
 21 MR. DOBLER: Fire away with the attack,
 22 and we'll see where we go with that.
 23 TRUSTEE NOBLE: I actually haven't asked
 24 the full question yet.
 25 But looking at October 1st, 2020, the

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1 letter that was sent to you by head of HR, and I'll
 2 go through it, actually I think it's best I just
 3 read it because it is what it is.
 4 CHAIR DENT: Trustee Noble, I --
 5 MR. DOBLER: Should we really do this?
 6 TRUSTEE NOBLE: Actually, I think it is
 7 because --
 8 MR. DOBLER: By the way, I never received
 9 that letter.
 10 CHAIR DENT: Point of order.
 11 TRUSTEE NOBLE: Because people on this
 12 committee are going to be interacting with staff,
 13 and when he's had multiple interactions with staff,
 14 where he's calling them "fucking idiots," "they're
 15 cooking the books." He -- with one interaction, he
 16 said, "You look pretty enough to ride in my car and
 17 hold my umbrella."
 18 MR. DOBLER: (Laughing.)
 19 TRUSTEE NOBLE: "How old are you." "How
 20 much do you weigh?" "You like that, don't you?"
 21 "Looking nice for us."
 22 But the real question is how do you --
 23 MR. DOBLER: Hey, are you a hit man or
 24 what or just a patsy?
 25 TRUSTEE NOBLE: I'm just going by the

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1 letter that was used for a suspension of your
 2 recreation privileges for three months.
 3 MR. NELSON: Your point --
 4 (Inaudible cross talk.)
 5 MR. DOBLER: I never was suspended. I
 6 just didn't play golf.
 7 CHAIR DENT: Okay. Mr. Dobler, thank you.
 8 We appreciate you putting in your application.
 9 We're going to take a five-minute break.
 10 It sounds like the Board has gotten a little
 11 emotional and a little off track.
 12 (Recess from 7:31 P.M. to 7:39 P.M.)
 13 CHAIR DENT: Opening back up, and then
 14 we'll move on to the four-minute drilling that we do
 15 with questions.
 16 MR. NOVACK: Good evening. So, first of
 17 all, with the other applicants, thank you. I think
 18 they are all -- sounds like some pretty good people
 19 so I guess the Board's in pretty good shape.
 20 The reason why I decided to apply for this
 21 is that this is what I've been doing for the last
 22 ten years. I have, from my country club, I was
 23 president. We built wells, and that cost about 5
 24 mill, and we did an athletic center, which was about
 25 13 million.

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1 \$3-million budget and you got your \$300,000
 2 contingency, you want to make sure you're on top of
 3 the process. Because it seems like every time, it
 4 goes over, although we are on budget for this one.
 5 TRUSTEE TONKING: My question is: How
 6 would you deal with the situation when you're in
 7 vast disagreement with your fellow committee members
 8 or in vast disagreement with the Board?
 9 MR. NOVACK: Probably beat them up. No.
 10 But, no.
 11 What we would do is -- it's -- what you're
 12 doing -- here's the thing: Life is about what's in
 13 it for you or your contingency, whoever you're
 14 working with. And if you're all going toward the
 15 same direction, you usually find out that there's
 16 not a lot of conflict.
 17 And you just got to make sure everybody
 18 understands the direction you're going in. If they
 19 do, you usually get to the right place.
 20 TRUSTEE TULLOCH: It's interesting that a
 21 question's been asked: What happens if you get in
 22 major disagreement on the committee?
 23 But in my experience from an investment
 24 committee, the numbers are the numbers, and it's
 25 whether the numbers are realistic. Am I missing

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1 Then I have three HOAs that I'm involved
 2 in here. I have 22 other HOAs that I advise for for
 3 the Hyatt resident's clubs.
 4 As I think Trustee Tulloch said, you've
 5 got a list every year of all sorts of things that
 6 come to -- guess what, so do we in all 22 of the
 7 resorts. And it's financial management and some
 8 good leadership to determine which ones you have to
 9 work on.
 10 So, happy to help.
 11 TRUSTEE NOBLE: How do you see the role of
 12 the Capital Investment Committee and its interaction
 13 with the Board of Trustees?
 14 MR. NOVACK: Well, first of all, the roles
 15 of committees are usually established by the board
 16 member who is running the committee. And so you'll
 17 be following those rules that he's established.
 18 But, essentially, it's to help.
 19 What we do now, we're doing a 60-kitchen
 20 project here in Incline, and we put together a
 21 committee and they have some background. And what
 22 they're doing is they're working with our project
 23 manager to make sure that the Board's on top of
 24 everything that's going on. Because you want to
 25 make sure the numbers come in, and you get a

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1 something?
 2 MR. NOVACK: You're absolutely right.
 3 It's still -- let's say you've got -- in the HOA
 4 world, you have a reserve budget, and you've got so
 5 much money in the bank. You've got to determine
 6 which projects you're going to have -- you're going
 7 to able to do.
 8 Sometimes roofs leak, and you gotta fix
 9 them. And so sometimes you don't get a chance to
 10 determine it. But, generally, you just got to make
 11 sure you got the money and you plan for it in the
 12 future.
 13 And what we do is we look five and ten
 14 years into the future, and we make sure we've got
 15 our finances together. Then we determine which
 16 projects we're going to do.
 17 TRUSTEE TULLOCH: Given that a lot of our
 18 projects are constructing things that will have
 19 future implications, what do you see is missing in
 20 our current --
 21 MR. NOVACK: Well, what you do, you also
 22 have to take a look at -- for example, when we built
 23 the buildings over here, the internet wasn't even
 24 here. And so all of a sudden, we're starting to put
 25 in all these internet things, and last year we spent

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1 about a half million dollars so we could do
2 streaming and all this sort of stuff. You gotta
3 build in, not just the cost of it, but the ongoing
4 cost. So you have to look at all those
5 contingencies.

6 TRUSTEE SCHMITZ: In the other capacities
7 that you've been working on, do you also have
8 policies and procedures that you have to follow and
9 abide by as part of the process?

10 MR. NOVACK: Absolutely. You have to --
11 with the group I'm working with, they have a very
12 strict set of policies and procedures you have to
13 follow. Number of bids, how you're getting the
14 bids, everything else. Then you have a design team,
15 and you have an internal construction team that you
16 work with.

17 So, yes.

18 CHAIR DENT: As far as -- I don't know how
19 often you've watched any of our meetings when it
20 comes to capital improvements. Assuming you have,
21 where do you find our greatest area of improvement
22 for the memos and the projects that are being
23 brought to the Board?

24 MR. NOVACK: I really haven't studied it
25 enough give you an honest answer on that. I will

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1 advisory role, as a lot of committees are. We are
2 going to be helping you all out with expediting
3 projects, ideally, sussing things out so they don't
4 hit your desk dead on arrival. I've seen a lot of
5 those in recent years, I'll say, and it seems like
6 there's some more digging, if I were on the
7 committee, would need to be done to resolve that.

8 TRUSTEE TONKING: I'm going to change my
9 question a little bit. You worked for IVGID for a
10 while. What were some things you would have liked
11 changed in the capital process that either you've
12 seen changed now or you would like to see changed?

13 MR. LEFRANCOIS: I think things were much
14 more fluid back then. I'm not an accountant, but it
15 seems like we're certainly getting into the details,
16 which is great, it just takes more time. And so I
17 think we're just at a point now where things are --
18 that transition, we're still working through that
19 transition, so I think that's what needs to be
20 solved.

21 TRUSTEE TULLOCH: Using your experience,
22 what sort of guidance can you give to staff in terms
23 of preparing their initial proposals so we can
24 expedite the applications? What advice would you
25 give to staff in terms of preparing the proposal?

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1 tell you that I think my background can help you,
2 but I really haven't studied it enough.

3 CHAIR DENT: That's fair.
4 Next up, Michael Lefrancois.

5 MR. LEFRANCOIS: Good evening, Board. My
6 name's Michael Lefrancois, I'm a registered civil
7 engineer in both California and Nevada. I have a
8 background in project planning, design, cost
9 estimating, permitting, and project management.

10 During my tenure at IVGID, I've delivered
11 several back-to-back utility projects from initial
12 budgeting, design, and closeout, on time and on
13 budget. It was honest work I truly enjoyed.

14 I'm familiar with all phases of project
15 planning, and I'm intimately familiar with design
16 documents and contract language. I sat at the table
17 during change order requests and disputes.

18 I also have a history of public service,
19 and if selected, my schedule allows me to assume
20 this role immediately.

21 Thank you again for this opportunity.

22 TRUSTEE NOBLE: How do you see the role of
23 the Capital Investment Committee's interaction with
24 the Board of Trustees?

25 MR. LEFRANCOIS: I understand it's an

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1 MR. LEFRANCOIS: I haven't studied all of
2 the proposals, but I've heard the recurring theme of
3 the Board memos are not complying with board policy.
4 Perhaps there's something with other policies where
5 there's a gap.

6 So, I think filling those gaps, again, so
7 teeing it up so we're delivering these 11 projects a
8 year, whatever it is, I hope it's not 11, but, yeah,
9 it's filling those gaps is what I think needs to
10 occur.

11 Does that answer your question?

12 TRUSTEE TULLOCH: Yeah, I think that's a
13 good answer. I mean, one of our concerns as a board
14 is we're pushing hard to get projects done, but if
15 we're not getting sufficient information, correct
16 information is not coming through, it's difficult
17 for us to just approve a project.

18 It's -- I believe in trust with verifying
19 in terms of that. When we're spending the public's
20 money, we need to make sure we've got sound reasons
21 for it and things.

22 TRUSTEE SCHMITZ: This particular
23 committee is most likely going to be looking at and
24 trying to address things relative to vertical
25 construction for community services, as opposed to

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1 infrastructure, which is the water and sewer.
 2 What experience and what types of projects
 3 have you been involved with that have been more of
 4 the vertical construction as opposed to the water
 5 and sewer?
 6 MR. LEFRANCOIS: Sure. With every
 7 vertical construction, there is a site water and
 8 sewer element, at least most of the time. I've
 9 supported numerous vertical construction projects as
 10 a civil engineer. I've sat on a lot of design
 11 teams.
 12 I also have some training with green
 13 building and building design, so I have bit of a
 14 variety there. I've worked on the Tahoe Center for
 15 Environmental Sciences in Incline Village. The Prim
 16 Library, when that was constructed. Supported --
 17 sat on a committee to review architectural proposals
 18 for the Beach House back in 2015. Been supporting
 19 the Mountain Golf Course renovation when I was with
 20 IVGID.
 21 So, I've had exposure to a variety of
 22 these vertical construction projects.
 23 CHAIR DENT: Ms. Johnson?
 24 MS. JOHNSON: Good evening, Board of
 25 Trustees. Sarah Hussong Johnson.

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1 that information for consistency with the District's
 2 strategic plan and the District's master plan, or
 3 any other relevant plans, such as capital plan, and
 4 the Board's priorities to support streamlined
 5 delivery and financial transparency.
 6 TRUSTEE TONKING: How would you deal with
 7 collaboration issues -- or issues when you're
 8 meeting with people who disagree with people on your
 9 committee and within the Board?
 10 MS. JOHNSON: Okay. Well, certainly
 11 collaboration amongst teams is an important skill
 12 set and valuable in order to reach consensus. You
 13 have to collaborate with those around you.
 14 But the way I -- when you asked this
 15 question, what I do is I think back to the
 16 description that you all posted, that the role of
 17 the committee is really to be in alignment in the
 18 District's strategic plans, the District's master
 19 plans, and the Board's identified priorities. So I
 20 think, you know, you can remove the personal element
 21 from it if you go back to the overarching goals of
 22 what you're there to do, and really evaluate the
 23 information in front of you for -- with its
 24 correlation to those identified priorities.
 25 TRUSTEE TULLOCH: I'm glad that you

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1 I'm a licensed, professional civil
 2 engineer with 23 years of experience in both the
 3 private and public sectors, in the planning, design,
 4 and construction of infrastructure projects. My
 5 career has spanned various responsibilities
 6 including planning, budgeting, and implementation of
 7 the capital improvement program.
 8 I'd like to utilize -- the reason I am
 9 volunteering for this committee is I'd like to
 10 utilize my professional experience to make a
 11 positive contribution in my community. I'm a
 12 ten-year, full-time resident of Incline, and raised
 13 my three school-aged children here. Our family
 14 loves all of the IVGID venues and programming, and
 15 I'm interested in utilizing my experience to support
 16 the Board in efficient delivery of capital
 17 investments and to benefit my community.
 18 TRUSTEE NOBLE: How do you see role of the
 19 Capital Investment Committee and its interaction
 20 with the Board of Trustees?
 21 MS. JOHNSON: I understand the role of the
 22 Capital Investment Committee is to review
 23 information provided in support of capital
 24 investments, whether that be planning documents,
 25 scopes of work, schedules, budgets, and to evaluate

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1 referenced the strategic plan. I think that's --
 2 one of my other questions is a bit regarding
 3 advocacy rather than appraisal, and, certainly, any
 4 proposals coming should be in accordance with the
 5 strategic plan.
 6 Obviously, in your role, you've been
 7 involved in being on the receiving end of a lot of
 8 these proposals as well. What's the three key
 9 things you expect to see in a capital project
 10 proposal?
 11 MS. JOHNSON: I think first is a clear
 12 definition of the scope and alignment with what
 13 you're seeking. So, generally, the responsibility
 14 and the onus is on staff to put out a clear
 15 proposal, defining what it is you're trying to
 16 achieve, and confirming that the scope that you
 17 receive is consistent with that.
 18 And then, ideally, it's got a clear
 19 definition of budget associated with delivery of
 20 that scope, and a schedule that aligns with what
 21 staff or the District has defined as the schedule
 22 for delivering that particular improvement.
 23 TRUSTEE TULLOCH: Quick follow-up. What
 24 metrics do you use to assess whether the amount
 25 being proposed is realistic or not?

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1 MS. JOHNSON: Well, I feel like I'm,
 2 maybe, uniquely qualified in this way, based on my
 3 experience and on-the-job understanding of current
 4 market conditions.

5 I would really lean on staff. You have
 6 excellent professional staff here at the District.
 7 I'm certain that they would have good metrics based
 8 on previous projects, previous bids, previous
 9 professional services proposals provided, and I
 10 would ask to see some of that supporting
 11 information.

12 CHAIR DENT: Having been a ten-year
 13 resident of our community, where do you see where we
 14 can improve the most when it comes to the Board
 15 memos and the information being put in the packet
 16 and being brought to the Board? Where do you see
 17 you can make that, you know, right-out-of-the-gate,
 18 unique impact?

19 MS. JOHNSON: I think that going back to
 20 the work that's in place through the planning
 21 documents that we have for this district, it's
 22 really important to make sure that the initiatives
 23 that we embark upon are aligned with those planning
 24 documents.

25 So, I'd like to see a little bit

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1 very interdisciplinary team of architects,
 2 structural engineers, you can imagine all the
 3 professions that go into that effort.

4 CHAIR DENT: Mr. Chris Heuer.

5 MR. HEUER: I'd like to just start with a
 6 couple of my background, so you understand why I'm
 7 actually here. I was actually at the pioneering
 8 moment of the Gov2O movement, I've been involved in
 9 citizen engagement, I've lived in different tourist
 10 towns that have dealt with these problems. I sat on
 11 the Austin's council for an affordable housing
 12 startup accelerator to deal with those sorts of
 13 problems. I was the head of ecommerce for the
 14 United States Mint, taking them from zero to over a
 15 million a week in online sales.

16 And more than anything else, I've been
 17 involved in customer experience and citizen
 18 engagement. And that's really where my expertise
 19 lies, not in the financial intricacies of capital
 20 planning projects.

21 What I'm here for is to be a voice of the
 22 community, a voice of reason. I'm a 25-year serial
 23 entrepreneur with my first business starting when I
 24 was 24. I'm now 54, about to be.

25 But I wanted to be the voice of the

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1 correlation or a very clear correlation to the
 2 capital investments we embark upon, in alignment
 3 with the strategic goals of the District or that
 4 plans have been reviewed and approved by the Board.

5 TRUSTEE SCHMITZ: I noticed on the
 6 materials that you submitted, it talked about
 7 municipal infrastructure projects. So, again, what
 8 experience have you had with projects that are more
 9 vertical construction as opposed to infrastructure
 10 projects, being water and sewer?

11 MS. JOHNSON: Well, as Mr.
 12 Lefrancois referenced, many of the infrastructure
 13 projects to have vertical elements as well. I'm
 14 currently managing the construction of a \$25 million
 15 water treatment plant facility on the west shore of
 16 Lake Tahoe, so that has a 4,000-square-foot new
 17 building that all that infrastructure is being
 18 placed in, and as well as when you're typically
 19 rebuilding or refurbishing infrastructure, pump
 20 stations, golf courses, you know, all of these
 21 specific elements have vertical building elements
 22 included within them.

23 But most recently, I would point to a
 24 water treatment plant. It's a substantial, very
 25 large new construction, new build, and involves a

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1 community here, and that's why I am primarily here.
 2 And in the customer experience, citizen experience,
 3 I deal with stakeholder work. I was a former IBM
 4 futurist for the future of work. And I'm actually
 5 launching a company right now around improving team
 6 collaboration, globally, and dealing with the
 7 remote-return-to-office problems.

8 TRUSTEE NOBLE: How do you see the role of
 9 the Capital Investment Committee in its interaction
 10 with the Board of Trustees?

11 MR. HEUER: Well, I understand you already
 12 have the Audit Committee, so you have experts at the
 13 financial side of the house. And the way that I saw
 14 it was that they should be representing the needs
 15 and the interest of the community. How do they
 16 actually show the real community that a lot of the
 17 people who are -- some of the more wealthy people
 18 here have lost touch with? And how do we actually
 19 represent the interest of the underserved so that we
 20 don't just have a good community for the people who
 21 live here and are going to be leaving here in the
 22 next 20 years, but we have a good community for 50
 23 to 100 hundred years to come?

24 This is the most beautiful resource in the
 25 country, as far as I'm concerned, and we would be

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1 remiss not to create a strong community here instead
2 of that I've been seeing so far.

3 TRUSTEE TONKING: Talking about
4 collaboration, how would you collaborate with your
5 board members or your fellow committee members when
6 you're disagreeing?

7 MR. HEUER: Well, most important,
8 actually, is actually the decision-making process.
9 And the question becomes: What do we agree upon are
10 the factors that we're actually deciding upon?

11 For myself, I've been a small angel
12 investor, I've help hundreds of startups. I was a
13 global mentor in Google's global accelerator, and so
14 I've evaluated plenty of business plans and
15 financial objectives. But what it always comes down
16 to is whether you have two people would are
17 disagreeing or a group of ten, is to get clarity on
18 what the metrics that we're measuring our decision
19 on in order so that everyone can actually look at
20 the same thing.

21 TRUSTEE TULLOCH: Perhaps you can further
22 expand on how you see it as a role of representing
23 the community as opposed to evaluating proposals
24 that come forward in accordance with the overall
25 community strategies the previous applicant

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1 the community first before whether it's coming
2 forward as a part of the plan?

3 MR. HEUER: No. I believe there needs to
4 be actually representatives of the community, who
5 are in the community, who live here and deal with
6 the day-to-day problems at a level that, perhaps,
7 you in your position and where everyone lives. And
8 I don't know and I don't care, really. But the
9 point is is that those voices need to be considered,
10 and that the individuals on this committee, in my
11 view, should be actually talking to them regularly,
12 understanding the experiences they have with these
13 facilities that literally are like from the 80s or
14 whatever, and actually understanding, like, what
15 needs to be fixed and what doesn't, and bringing
16 consciousness to the fact that we don't have money
17 to pay for everything.

18 But we're also going through an
19 unprecedented time in our history. A
20 once-in-a-200-year, maybe, cycle. What happened
21 with COVID in terms of how our labor has changed,
22 how the employee situation has changed, we have to
23 have a different relationship with our staff.

24 TRUSTEE TULLOCH: Thank you, but I'm still
25 waiting for an answer to the question.

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1 (inaudible.)

2 MR. HEUER: Actually, first of all, let me
3 just say that I don't have the background in doing
4 that sort of thing. Right? What I'm looking at is
5 how do we actually get the interest of the everyday
6 people into the room to be considered, along with
7 the expertise of the people who should know better
8 on what choices should be made and on what basis
9 those choices should be made.

10 Now, it still requires an understanding --
11 and this is where my business experience comes in --
12 of the broader experience of the customer/citizen
13 experience, the employee experience, and actually
14 the path that we have to our future. And how are we
15 going to get to break even or actually create
16 public/private partnerships that create a profit.

17 At the Mint, I actually created profit for
18 the United States Government, working with the City
19 of Miami Beach and others, we created programs that
20 actually offset their own costs by how they operate.

21 TRUSTEE TULLOCH: Just a follow-up. We've
22 heard lots of complaints from the community, and the
23 Board is very frustrated at times at the length of
24 time it takes to get a project, but are you
25 suggesting that every project, we should go out to

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1 MR. HEUER: I'm sorry. Can you get more
2 precise, and I will do that for you.

3 TRUSTEE TULLOCH: Yeah. I'm asking how
4 you see the going out to community all the time, if
5 it's already in the strategic plan, I mean, the role
6 of this committee is to evaluate proposals that are
7 coming forward in accordance with the strategic
8 plan. I mean, it's --

9 MR. HEUER: Very well. It's your
10 committee, so I have deep respect for the fact that
11 you are the writer of the rules, and as I said, I'm
12 not the technical expert on that side, other than
13 the fact that I'm a business person. I've had
14 experience in government, and I know how to
15 represent the people.

16 TRUSTEE SCHMITZ: Do you have any
17 experience in overseeing construction projects and
18 decision-making with vertical construction projects?

19 MR. HEUER: I do not. What I do have
20 experience with, and I know this doesn't count, but
21 it's kind of odd, my former roommate was a forensic
22 engineer on -- so, I was dealing with a lot of his
23 stuff. I didn't learn it all, I'm not an expert in
24 it, but I certainly learned a lot of what was going
25 on in some of the terms and some of the issues.

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1 But what I do understand deeply is
2 contractor management, which I've done in multiple
3 companies over the years, and particularly in my
4 time at Deloitte, where I learned what independence
5 actually means. I found great deal of, pretty much
6 a practical MBA in all of these sorts of issues,
7 speaking to CFOs from around the world and actually
8 learning what their problems were and helping them
9 with them.
10 CHAIR DENT: I don't have any further
11 questions.
12 MR. HEUER: If I may, after witnessing
13 after what I did here tonight, and seeing how the
14 privilege actually plays out firsthand, I am
15 actually going to withdraw my nomination or
16 application or whatever, and instead I'd like to
17 throw my support behind Jeff --
18 (Inaudible cross talk.)
19 MR. HEUER: I can't? Fair enough.
20 CHAIR DENT: Yeah, your time is up. Thank
21 you.
22 I would say the next steps are -- Josh.
23 MR. NELSON: So I know that had been a
24 request to maybe have some discussion before the
25 Board before you did kind of your straw pulls, I did

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1 of those members?
2 TRUSTEE TONKING: So, here's my concern,
3 though, if we have bunch of 3-2s, and we're just
4 talking about a bunch of people. I feel like we
5 should have an open conversation now, we can think
6 about it and talk and have that dialogue, and it
7 doesn't feel like this weird issue about certain
8 individuals. Or are you just saying we move with
9 the motion -- I feel like we need to have this
10 conversation on the record at some point.
11 So my concern is if, like, all of a sudden
12 there's a bunch of majorities, we go 3-2, 4-1, 5-0,
13 we're going to have like -- I just feel like -- are
14 we going to go with that majority? Because that's
15 how it's done when you usually do a straw pull. So
16 I'm kind of confused on the approach to this.
17 CHAIR DENT: I'm just trying to go off
18 past experience, and we hadn't had discussions in
19 the past on this before we voted. I believe
20 everything has always been afterwards if there was a
21 tie we needed to break.
22 TRUSTEE TONKING: I can just say that's
23 not best practice, I'm more than willing to continue
24 down this road with you all.
25 TRUSTEE NOBLE: I guess since I haven't

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1 want to jump in, before you start filling out your
2 straw pulls.
3 So after we had our initial discussion, I
4 had a recollection that the Nevada AG had actually
5 weighed-in on specifically this type of issue
6 previously and had an opportunity to review the
7 advice letter where that was discussed. And the one
8 modification to the process, which I would recommend
9 the Board consider, would be having each trustee put
10 their name on their straw pull so that can be
11 retained for records retention.
12 CHAIR DENT: Okay. And then was there
13 anything in there as to when we have a discussion?
14 MR. NELSON: That's completely up to the
15 Board. And to your point, Chair, it could be now or
16 it could be after the initial straw pull. It's your
17 decision.
18 CHAIR DENT: I know we talked about it
19 earlier, and I'm happy to do it again. I'm thinking
20 we make our selection, and then we talk about the
21 finalist that we want to -- yeah, that's fine.
22 Is everyone okay with we put our selection
23 down, you write your name on the top of the paper,
24 you list the four members you'd like to appoint, and
25 then we would have a discussion, if need be, on some

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1 done a straw pull before, do we do one through four
2 or one through six? Are they ranked and are they
3 given -- I just need to understand how that works.
4 MR. NELSON: This is all up to the Board,
5 but my understanding of the proposal would be each
6 trustee would list the four members they would like
7 to see on the committee, not in any particular
8 order, and then we would aggregate the number of
9 votes or indications of support that each person
10 had. And we could report that and the Board can
11 move forward with the discussion.
12 CHAIR DENT: Are we okay moving forward?
13 UNIDENTIFIED SPEAKER: Yeah.
14 CHAIR DENT: Okay. Write down your four
15 selections. Then let's pass them up to Josh, and we
16 will take a five-minute break.
17 (Recess from 8:08 P.M. to 8:16 P.M.)
18 CHAIR DENT: All right. We are going to
19 resume our meeting. It is 8:16.
20 Legal counsel Nelson, will you let us know
21 the results of tally.
22 MR. NELSON: Yeah. Before I do, I just
23 want to clarify, there was a reference earlier
24 during the discussion to an HR letter. I just want
25 to make sure the public's aware, that's not a

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1 personal record or an HR letter that dealt with the
 2 recreation privileges issue that applies to any pass
 3 holder, potentially.
 4 On the expressions of interest, Bill Feast
 5 had five, Cliff Dobler had three, Jim Novack had
 6 five, Sarah Hussong Johnson had five, Linda Cars had
 7 zero, Michael Lefrancois had two.
 8 CHAIR DENT: So, from that, it sounds like
 9 we do have, potentially, four candidates that meet
 10 the threshold of the vote.
 11 Is there any further discussion by the
 12 Board?
 13 All right. Then I will entertain a
 14 motion.
 15 TRUSTEE TULLOCH: I'll make a motion that
 16 we appoint Sara Hussong Johnson, Jim Novack, Cliff
 17 Dobler, and Bill Feast to the Capital Investment
 18 Committee, in accordance with the Board voting.
 19 CHAIR DENT: Motion's been made. Is there
 20 a second?
 21 TRUSTEE SCHMITZ: I'll second.
 22 CHAIR DENT: Motion's been made and
 23 seconded. Any further discussion by the Board?
 24 TRUSTEE NOBLE: I will be voting no
 25 because I think it's a travesty to have Cliff Dobler

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1 on this committee.
 2 TRUSTEE TONKING: I'll be voting no also
 3 because of Mr. Dobler. Mr. Dobler and I have
 4 created a better relationship, but I have seen how
 5 he's treated staff in the past, and I do not feel
 6 that's good for the morale of our district
 7 currently.
 8 CHAIR DENT: Motion's been made and
 9 seconded. No further discussion. I'll call for the
 10 questions. All those in favor, state aye.
 11 TRUSTEE TULLOCH: Aye.
 12 TRUSTEE SCHMITZ: Aye.
 13 CHAIR DENT: Aye.
 14 Opposed?
 15 TRUSTEE NOBLE: No.
 16 TRUSTEE TONKING: No.
 17 CHAIR DENT: Motion passes three to two.
 18 That will close out item F 3, three formerly F 2.
 19 Moving on to item F 4.
 20 F 4.
 21 CHAIR DENT: Review, discuss, and possibly
 22 approve the rules of engagement and the charter and
 23 the Board advisory committee for golf and capital
 24 investment. Requesting staff members, interim
 25 General Manager Mike Bandelin and Director of

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1 Administrative Services Susan Herron. This can be
 2 found on pages 231 through 237 of your board packet.
 3 MS. HERRON: I am joined by my boss,
 4 interim General Mike Bandelin.
 5 Before you, starting on page 231, staff
 6 would like to determine the requirements and needs
 7 for the Golf and Capital Investment Advisory
 8 Committee. I do recognize that you pushed off the
 9 golf item, but I think we can still go through and
 10 do the items located on pages 234, 235, 236, and
 11 237.
 12 We do have a couple -- or one extra
 13 decision point for each committee, and that is if we
 14 will be providing District email addresses, but we
 15 will add that at the bottom on your decision points
 16 document.
 17 Then I wanted to make you aware that we
 18 have lined up, with confirmation pending with
 19 District general counsel, two trainings, that's the
 20 Open Meeting Law training and the ethics training,
 21 for all the Board advisory committee members. They
 22 will have to go through that before you commence
 23 with your first meeting. So I would offer that
 24 these would happen on 8/21 and 8/22.
 25 But pending your decision on golf, we

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1 would like to put all nine applicants through the
 2 training because there's no harm or foul in doing
 3 that. So if you agree with that, I'll start
 4 tomorrow and make everybody aware, pending
 5 confirmation of District counsel's availability.
 6 And the reason for two is we're going to give
 7 everybody two options.
 8 With that, if we want to start on page
 9 234, unless you have your sheets filled out, I'll be
 10 happy to take them and make this even quicker.
 11 TRUSTEE TULLOCH: I have a question for
 12 general counsel Nelson first. Obviously given
 13 there's a lot of priority and there's a lot of
 14 urgency in the Capital Investment Committee, I
 15 appreciate the need to try and do all the training
 16 together. I think that makes the most sense.
 17 I wanted to clarify with general counsel
 18 Nelson what I can have discussions with appointed
 19 members in the interim on a one-on-one basis?
 20 MR. NELSON: Absolutely. I just would
 21 request that you not discuss what you had spoken
 22 with each committee member with other committee
 23 members.
 24 TRUSTEE TULLOCH: Correct. No. Just to
 25 give them the chance of general introduction with

101

1 them. Have coffee with them or whatever.

2 MR. NELSON: Absolutely.

3 CHAIR DENT: Moving on, page 234?

4 MS. HERRON: Yes. Are there any changes

5 to the overall statement and/or goal statement?

6 TRUSTEE TULLOCH: The committee may make

7 some modifications in the committee as we go

8 forward, but I think it is a good start. On the

9 improvement committee.

10 MS. HERRON: I haven't got to that yet.

11 Page 234. Any further known timelines?

12 TRUSTEE SCHMITZ: I would like to propose

13 that we have some sort of recommendations and

14 findings, perhaps, at the end of October or early

15 November. If that's too soon, we can push it off a

16 little bit, but the intention is to have some

17 recommendations that come to the Board, that we can

18 make some decisions on prior to the starting of

19 budgeting process.

20 So, I think it's important to at least

21 delay long enough so that we have season-ending

22 financial information, but as soon after that as

23 possible so that we have time before the budgeting

24 process starts.

25 TRUSTEE TONKING: That's going to be fast,

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1 given that the last day is in the middle of October.

2 Then you have turn around financials and have a

3 meeting by early November to discuss all those, if

4 that's what you're trying to incorporate.

5 TRUSTEE SCHMITZ: What I'm trying to

6 request is that at the time that we begin embarking

7 on discussion of budget, that we've already had some

8 feedback from the Golf Committee. I think that's

9 important. And if that's mid-November or end of

10 November, but I think it definitely needs to be

11 before year end.

12 TRUSTEE TONKING: Actual year end not

13 fiscal.

14 TRUSTEE TULLOCH: Yeah, I mean, if we're

15 realistic, the golf numbers tend to drop off towards

16 the end of October anyway. So by the end of

17 September, we should have a pretty good indication

18 of where the season's going.

19 TRUSTEE TONKING: But they close

20 everything after the season. So I just want, like,

21 we're not going to ask their accounting office to

22 close everything early. And so that's what I'm

23 saying. So fine, by the -- that's fine. I'm just

24 saying early November is very unrealistic.

25 TRUSTEE SCHMITZ: For recommendations from

103

1 the Golf Committee?

2 TRUSTEE TONKING: If you want to

3 incorporate financials, have them review the

4 financials, have that whole dialogue --

5 TRUSTEE SCHMITZ: That is not what I said.

6 TRUSTEE TONKING: -- and then by the end,

7 it would unrealistic to have it done by early

8 November.

9 TRUSTEE SCHMITZ: That is not what I said.

10 I'm recommending that we have

11 recommendations back from the Golf Committee roughly

12 early November so that when we get the

13 financials and we have the information, we can make

14 some decisions about what decisions need to be made

15 for next year's budget. Does that make sense?

16 TRUSTEE TONKING: Fine.

17 CHAIR DENT: I don't see the financials

18 really playing into this. It's -- unless that's

19 what past golf committees did, but I don't think so.

20 I think it was more of how do we improve the service

21 levels? What could we do better at? Where do we

22 need to cut? How do we provide a better experience?

23 I think that's the direction this is

24 going.

25 TRUSTEE TONKING: It would be helpful to

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1 have those financials to see where we were sitting

2 in comparison to the changes that we already made,

3 and see -- like, we made plethora of changes, I

4 would argue, so to see if those actually had an

5 impact or didn't have an impact would be important

6 for to then decide, do we need to be doing more

7 cuts? Do we need to be addressing services levels?

8 If we don't have that understanding of

9 where we currently stand, I think it's really hard

10 to drive a narrative on which direction they need to

11 start making recommendations in.

12 And I think if we had a basic

13 recommendations, but I think, like, those, like,

14 financial base-like recommendations, I think we

15 would actually need to know how what we implemented

16 this year played out.

17 TRUSTEE TULLOCH: I think there's good

18 points in both trustees there. I think -- I would

19 suggest that the initial recommendations and

20 suggestions from the Golf Committee are more likely

21 to be directional and philosophical.

22 I would expect initial meetings of the

23 Golf Committee will probably focus better on that,

24 and then we can -- they can be rationalized as the

25 financials come through.

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1 I think that's probably the direction I
 2 would expect to see.
 3 TRUSTEE TONKING: I can get themes in that
 4 idea, and then we can go in directionality once we
 5 have the financials.
 6 TRUSTEE TULLOCH: Sounds good to me.
 7 MS. HERRON: So just to recap, findings,
 8 initial recommendations, financials at the 11/12
 9 board meeting; is that correct?
 10 TRUSTEE TONKING: Yes.
 11 MS. HERRON: Okay. Are there any further
 12 known committee goals?
 13 Okay. Moving on. Are there any further
 14 -- I'm sorry.
 15 TRUSTEE SCHMITZ: I would like the
 16 committee -- there's been some discussion on cart
 17 paths and safety concerns. I would like for them to
 18 weigh-in and provide us feedback if there's safety
 19 concerns.
 20 I would also just like them to understand
 21 and make recommendations on operational
 22 efficiencies. I think we have talked about that.
 23 And I think that we should request that
 24 legal counsel reviews club bylaws to ensure that the
 25 District is operating without any discriminatory

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1 behavior.
 2 TRUSTEE TONKING: So I'm great with safety
 3 cart paths. I think it should be looked at at both
 4 courses, if that's great. Then operational
 5 efficiencies, I'm great with that.
 6 I feel like club bylaws is probably just
 7 something we ask as a Board. I don't think the
 8 committee should be directing legal counsel on that.
 9 Maybe once they review it, we can then move forward.
 10 TRUSTEE SCHMITZ: Just -- it's my
 11 suggestion that it's one of deliverables of the
 12 committee to bring that information to legal
 13 counsel. If you want it to come to the Board for
 14 the Board of have it go to legal counsel, that's
 15 fine. I just think that it's one of those things
 16 that -- it's been brought as a concern to our
 17 attention, and I think we should just at least
 18 evaluate it so that we determine whether's there's a
 19 concern or whether there isn't. We don't know.
 20 TRUSTEE TONKING: I guess I don't
 21 understand your point. You're asking me to ask the
 22 committee to authorize asking legal to review the
 23 bylaws? Or why don't we just do it as a board? I
 24 don't know what you want me to tell -- want the
 25 committee to do.

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1 CHAIR DENT: To get a copy of the bylaws
 2 and provide them to legal counsel.
 3 TRUSTEE TONKING: Okay. That's fine.
 4 MS. HERRON: Are there any further known
 5 committee expectations?
 6 Okay. I'll move on. Then we move on to
 7 page 235. What staff members need to be part of
 8 this committee on a permanent basis?
 9 TRUSTEE TONKING: For sure, I'll need
 10 Director of Golf and Community Services Darren
 11 Howard. I know at times he'll probably bring in
 12 different members on the side from what we're
 13 looking at. And then I don't know if we need
 14 interim GM Bandelin there. I don't see the need.
 15 And then if we want to -- when we do financial
 16 stuff, it would be great to have interim Magee there
 17 as well.
 18 MS. NELSON: Just confirming, you don't
 19 legal counsel for those. Historically, we've not
 20 covered GM advisory committee meetings. We have
 21 covered Board advisory meetings.
 22 I don't think we need to be there, but
 23 would request the Board's direction.
 24 TRUSTEE TONKING: I don't believe we would
 25 need legal other than different areas, such as the

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1 one that was just mentioned, in which to have legal
 2 review or do something.
 3 CHAIR DENT: Do we have legal at the Audit
 4 Committee meetings still?
 5 MR. NELSON: Yes, we do. That's why I was
 6 asking for clarification.
 7 CHAIR DENT: Yeah. So I think, at least
 8 out of the gate, I think it's important. I think we
 9 understand Open Meeting Law as a board better than
 10 the committee will, especially once they have some
 11 training and some practice with it.
 12 I think it might important to -- or it
 13 would be important to have legal counsel involved.
 14 And if there are meetings legal counsel can't be
 15 there, then I don't see a reason why the committee
 16 can't meet.
 17 I just don't want to open you up to Open
 18 Meeting Law complaints.
 19 TRUSTEE TONKING: That's a great idea. I
 20 also think then, in that sense, we should just
 21 monitor, in general as a board as we start creating
 22 these committees, how much we're spending on legal,
 23 just so we're aware for the public.
 24 CHAIR DENT: Yeah. Same goes with court
 25 reporter and meeting minutes. There's a cost

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1 associated with that as well.

2 MS. HERRON: Okay. So just to confirm,

3 start Director of Golf and Community Services, along

4 with legal counsel. As needed, interim Director of

5 Finance. Okay. Skip the next section.

6 Does the committee get to decide the day

7 of week they meet?

8 TRUSTEE TONKING: Yes, I'm fine with that.

9 MS. HERRON: Does the committee get to

10 decide the time of day they meet?

11 TRUSTEE TONKING: Yes.

12 MS. HERRON: The meeting location for this

13 committee will be?

14 TRUSTEE TONKING: That's my next question.

15 I know that it is more affordable to do it via Zoom.

16 I don't know if you want to do both, if we want to

17 have -- does it matter if we have the Chateau?

18 MS. HERRON: Yes, it does matter. If you

19 choose -- let's move on to the next question, and we

20 will come back.

21 The meeting will be live streamed, yes or

22 no?

23 TRUSTEE TONKING: I don't know.

24 (Inaudible comment.)

25 MS. HERRON: No, live stream is a

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1 convenience, it's not an NRS requirement.

2 MR. NELSON: If the meeting is by Zoom,

3 there will need to be a Zoom link on the website.

4 It doesn't need to be live streamed beyond that.

5 TRUSTEE TONKING: I don't think so. I

6 don't know. How does the Board feel about these?

7 Do we want all of them live streamed?

8 CHAIR DENT: What's the time and the cost

9 associated with live stream?

10 MS. HERRON: It all depends on what time

11 you hold it. We would like to add -- staff would

12 like to add -- we recommend that these two

13 committees be held during the workday, that will

14 help with us. So with that, our staff can cover

15 that relatively easily, without having to do comp

16 time and things like that.

17 So, if you want to talk to the committee

18 about that, we can wait to answer these two

19 questions. But live stream kind of makes a

20 difference on staff resources.

21 TRUSTEE TONKING: Who do we need for staff

22 in order to have it live streamed?

23 MS. HERRON: Our person behind it, our IT

24 team.

25 CHAIR DENT: How does it change if we just

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1 have it on Zoom?

2 MS. HERRON: You just don't have it live

3 streamed, that just goes away.

4 TRUSTEE TONKING: We should probably do

5 Zoom, and people could log in to watch, I think.

6 Can we record it?

7 MS. NELSON: We can record it through

8 Zoom, and post them to the website?

9 MS. HERRON: We could.

10 TRUSTEE TONKING: Then let's do that

11 option.

12 MS. HERRON: That will still require IT

13 resources.

14 CHAIR DENT: We understand.

15 MS. HERRON: Okay. So, no live stream,

16 via Zoom, which we don't have to return back to the

17 meeting location.

18 Just an FYI, the meeting will be audio

19 recorded, as that is a requirement of Nevada Open

20 Meeting Law, as well as meeting minutes will be done

21 using a court reporter.

22 Is the monthly committee report by the

23 chair or trustee a verbal report to be provided

24 under the board updates on the agenda? And the

25 opposite question -- there was that requirement.

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1 The opposite question is or is it a written report

2 to be included under board updates on the agenda?

3 TRUSTEE TONKING: What do we think about

4 include it every time we meet as an update verbally,

5 and then to, like, the goal, like, asked for

6 specific, like, recommendations and those, like,

7 deliverable ideas, we do those written.

8 Does that feel good? Bad?

9 TRUSTEE NOBLE: I think that's sufficient.

10 MS. HERRON: We'll answer yes and yes.

11 And we'll leave that to the chair on when it's

12 written; is that acceptable?

13 TRUSTEE TONKING: Yes.

14 CHAIR DENT: Let's move on.

15 MS. HERRON: I know this is taking a

16 little while, but it helps us get it set up

17 correctly. Move on to capital. Are there any

18 changes to the overview statement and/or goal

19 statement?

20 TRUSTEE SCHMITZ: I would like to put it

21 back to what I think what it was originally, which

22 is capital improvement slash investment committee.

23 There was a bit of misunderstanding without that

24 word being used.

25 So, if we could just put it to capital

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1 improvement slash investment committee, I would
 2 suggest that.
 3 TRUSTEE TULLOCH: Yeah, I'm okay with
 4 that. I think it's -- these committees, I've
 5 always -- when I've set them up, they've been
 6 investment committees.
 7 But, yeah, no issues on that.
 8 MS. HERRON: Great. And the project
 9 amount is acceptable?
 10 TRUSTEE TULLOCH: Yes.
 11 MS. HERRON: Are there any further known
 12 time limits?
 13 TRUSTEE TULLOCH: Yesterday.
 14 TRUSTEE SCHMITZ: I have a question. Can
 15 we back up to the goals of the committee? Are we
 16 specifically excluding all public works projects?
 17 TRUSTEE TULLOCH: No. Yeah. To me, it's
 18 all the capital projects, because we need to look at
 19 the capital portfolio as a whole.
 20 CHAIR DENT: Why do you ask?
 21 TRUSTEE SCHMITZ: Because we have things
 22 in the works with the effluent pipeline, and with
 23 the pond storage. So, is it to include those things
 24 or exclude those things?
 25 TRUSTEE TONKING: I think that's a really

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1 good point there too, because what about, like,
 2 safety projects or things like that? I would say
 3 public works has a lot of those safety slash
 4 requirements. Are there some that we know that we
 5 have to do for safety reasons? Do you want them to
 6 just look at that?
 7 How are you envisioning the committee
 8 working? Maybe that's what we need.
 9 TRUSTEE TULLOCH: I think at the moment,
 10 we're looking at all of these. And if there's ones
 11 that are already in progress, ones already in
 12 progress, you know, what it talks about is as the
 13 projects are being contemplated.
 14 And I think whether it's safety or whether
 15 it's new construction, it still requires the same
 16 oversight. Sometimes, I think, just because it's
 17 safety, we don't need to look at the costs to see if
 18 it's realistic or not, again, is a false assumption.
 19 We should be consistent. We can refine it as we're
 20 moving it along.
 21 My experience on setups of several
 22 investment committees, a lot of these things, a lot
 23 of the initial stages is working through these
 24 things and setting the expectations properly, then
 25 things start to move along an awful lot quicker.

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1 CHAIR DENT: Projects that are underway,
 2 that have already come to the Board, I don't think
 3 should be going through this process. I don't
 4 want -- an example is the skate park. I think the
 5 skate park should come back to the Board. We've
 6 given directions, I know staff's been working on it,
 7 I don't think we want to go put this through the
 8 committee and slow down that process for several
 9 months.
 10 So, I think we need to -- I'll let you
 11 guys decide on what you're working on, but some of
 12 this stuff has been vetted, some of it, we've
 13 weighed-in on, we're waiting for it to be brought
 14 back. I don't think we need it to go and be looked
 15 at by the committee before it's brought back.
 16 TRUSTEE TULLOCH: Yeah. Totally agree.
 17 As it's written, it's as their are being
 18 contemplated, if they're already in progress it's
 19 just --
 20 CHAIR DENT: Just based on Trustee
 21 Schmitz' question, I wanted to clarify.
 22 MS. HERRON: Okay. So, all projects
 23 except those that are currently underway.
 24 Okay. Are there any further known
 25 committee expectations?

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1 Okay. We will skip that.
 2 TRUSTEE SCHMITZ: I do have a couple of
 3 questions about safety and projects that are
 4 underway, because we have had some public comment
 5 about the cart paths, and we have had some public
 6 comment about the tennis courts.
 7 So, I would like for the committee to at
 8 least take a look at those things, and make sure
 9 that they are being properly addressed.
 10 TRUSTEE TULLOCH: Noted. Thank you.
 11 TRUSTEE TONKING: I can make sure that we
 12 talk about cart paths immediately on the committees,
 13 and then I can get that to the Capital Advisory
 14 Committee.
 15 MS. HERRON: I will leave that open to the
 16 chair of the committee to address those.
 17 What staff members are needed?
 18 TRUSTEE TULLOCH: Initially, I would think
 19 it -- I think the members would be the Director of
 20 Public Works and, I think, Finance Director or his
 21 nominee, somebody in the initial stages. And legal
 22 counsel, obviously.
 23 MS. HERRON: We now know the committee
 24 members. Congratulations.
 25 Committee gets to decide the day of the

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1 week we meet?

2 TRUSTEE TULLOCH: Yes.

3 MS. HERRON: Time?

4 TRUSTEE TULLOCH: Yes.

5 MS. HERRON: Meeting location, we have

6 just been notified that if we do your committee the

7 same way we're going to do the Golf Committee, we

8 need two days to post the Zoom meeting; is that

9 acceptable?

10 TRUSTEE TULLOCH: Yeah. I'll get my dates

11 in first.

12 MS. HERRON: I'm assuming you want to do

13 yours via Zoom as well?

14 TRUSTEE TULLOCH: I would certainly like

15 the first -- yeah, but I'd like the first one person

16 to be in person, at least. I think it's important.

17 I would see them being a mix of Zoom or in person,

18 for a lot of these things are more effectively done

19 in person.

20 MS. HERRON: Okay. Again, it will be

21 audio recorded, we will use the court reporter.

22 Your monthly report, verbal?

23 TRUSTEE TULLOCH: Verbal.

24 MS. HERRON: No written reports unless

25 requested.

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1 TRUSTEE TULLOCH: Just with regard to the

2 court reporter, I noticed something in the press

3 today about somewhere that's just using AI to do

4 recordings.

5 MS. HERRON: That she is using AI?

6 TRUSTEE TULLOCH: No. Some other -- I

7 think it's in the Nevada Independent or something

8 that is -- I think it's Clark County is using AI to

9 do transcriptions.

10 CHAIR DENT: We can talk about that as an

11 item. Let's not talk about that now, but

12 interesting.

13 TRUSTEE SCHMITZ: One more question: Do

14 you want each committee member to have an IVGID

15 email? That is a \$20-a-month cost, per person. We

16 do know that cost right upfront. We have not had

17 any pushback about using their personal emails, so

18 it's up to you. The Audit Committee members do have

19 IVGID emails. It may be an Open Meeting Law and

20 public records item.

21 MR. NELSON: Yeah. It's a potential

22 public records issues. So, you know, folks just

23 need to be comfortable with us using their personal

24 email, that we may need to knock on their door and

25 ask us to provide us responsive emails if we get a

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1 carrier request that we need to get those.

2 TRUSTEE TULLOCH: I would -- yeah, thank

3 you, Josh.

4 I would suggest -- it's a cost I don't

5 necessarily like, but I would think, particularly

6 because there is major capital expenditure and

7 things involved, I think it's important that we have

8 these records recorded in the host system.

9 You know, using personal emails, it just

10 raises further questions. It's an unfortunate cost,

11 but I'm sure the committee can find enough

12 improvements to cover that.

13 TRUSTEE NOBLE: I agree with Trustee

14 Tulloch. I think it's cleaner and more efficient to

15 have the IVGID emails for committee members.

16 TRUSTEE TONKING: Yeah. I think it's

17 under \$1,000, so I'm good.

18 MS. HERRON: Okay. With that, if you have

19 other questions, we're done. Thank you.

20 CHAIR DENT: That will close out item F 4.

21 Moving on to item F 5.

22 F 5.

23 CHAIR DENT: Review, discuss, and possibly

24 approve in increase in GMP 1, for phase 1, and GMP

25 2, for phase 2, of the Base Lodge walk-in cooler and

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1 food prep kitchen reconfiguration. Requesting staff

2 members Project Manger Brie Waters and principal

3 engineer Hudson Klein. Pages 238 through 244 of

4 your packet.

5 MS. WATERS: Director of -- sorry.

6 District Project Manager Brie Waters. I'm here to

7 present with Mike, increase to GMP 1, as well as

8 asking for approval of GMP 2, phase 2, for the

9 kitchen design.

10 I believe we've pretty much laid out

11 everything in the board packet. The increase to GMP

12 1 includes an engineered-structured doorway, as well

13 as the kitchen equipment cost increase for \$42,000,

14 bringing GMP 1 to 559,000. This was discussed at

15 the April 12th board meeting.

16 The original GMP 1 was based on a

17 schematic design. And we said once we had got to a

18 hundred percent design development, we would come

19 back if there was an increase, which we are coming

20 back to you tonight for approval. And also phase 2,

21 with GMP 2, which is laid out on page 240 of the

22 packet.

23 And if you have any questions, I think

24 we're ready to discuss it.

25 CHAIR DENT: Any question from trustees?

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1 TRUSTEE SCHMITZ: Are either of these
 2 either new or modifications to an existing contract?
 3 MS. WATERS: No. They would be in --
 4 these would be as -- these would be put through as
 5 change orders to the existing contract. Is that the
 6 question?
 7 TRUSTEE SCHMITZ: So the phase 2 is going
 8 to be handled as a change order?
 9 MS. WATERS: Yes. Because I asked this
 10 question of Silver State Law, because we were not
 11 adding a contract to the packet, would it be an
 12 addendum to the existing contract. And we were told
 13 both by Silver State and by Brycon that in these
 14 design build cases, because we're not changing the
 15 terms of the contract, that is processed as a change
 16 order.
 17 TRUSTEE TULLOCH: Is that change order or
 18 an additional scope of work?
 19 MS. WATERS: We're only increasing costs.
 20 TRUSTEE TULLOCH: But you're increasing
 21 the scope of work.
 22 MS. WATERS: It's a change order. The
 23 terms of the contract stay the same.
 24 TRUSTEE SCHMITZ: So it's a \$255,000
 25 change order?

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1 MS. WATERS: Correct.
 2 TRUSTEE SCHMITZ: Is it possible for us to
 3 review the change order?
 4 MS. WATERS: Yes. Meaning -- I guess
 5 I'm -- I don't understand the question.
 6 TRUSTEE SCHMITZ: Well, we have in our
 7 policy that the Board is to be reviewing contracts.
 8 And I guess I'm looking at this as being a
 9 significant change order, for which I think it would
 10 be wise for the Board to actually review it and
 11 approve it as a contract change.
 12 MS. WATERS: Yes, I understand that. That
 13 makes sense.
 14 Yes. We would bring the change order
 15 through legal, get legal approval, and then bring it
 16 to you.
 17 TRUSTEE TONKING: Are you saying you would
 18 bring it to the Board, or we just give it to Trustee
 19 Schmitz as, like, her review of contracts?
 20 MS. WATERS: I would hope we would not
 21 have to come back to the Board because we're not
 22 going to hit our timeline if we have to come back to
 23 the next board meeting.
 24 TRUSTEE TONKING: That's what I was
 25 asking. Because I was just making sure that was the

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1 process we're using because of timeline issues.
 2 Are you fine with that, Trustee Schmitz?
 3 TRUSTEE SCHMITZ: That's fine. We'll work
 4 together. But you did say it was coming back to the
 5 Board.
 6 MS. WATERS: Thank you for clarifying
 7 things.
 8 TRUSTEE TULLOCH: Just one suggestion, and
 9 I've discussed this with GM Bandelin and Ms. Waters
 10 yesterday.
 11 When we discussed this before, you asked
 12 to keep the extra money, the savings from the first
 13 contract in the -- to keep the budget for the extra
 14 work.
 15 My suggestion would be -- I think it's
 16 sort of a suggestion that we push -- I would expect
 17 the Capital Investment Committee look at it as well,
 18 where you know there's a second phase coming. Let's
 19 identify this up first. Let's not -- otherwise it
 20 looks like the perception is, well, we've got money
 21 left over, we'll do something else.
 22 I mean, if we're going to prioritize
 23 capital expenditure, let's be up front with what we
 24 expect to do. I think it makes it much easier for
 25 everyone.

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1 MR. BANDELIN: That's a good point.
 2 Just to clarify, we did talk a little bit
 3 about the other phase 2, if, depending on the cost
 4 that came in for phase 1, at April 12th board
 5 meetings.
 6 TRUSTEE TULLOCH: I understand that. I
 7 think just to make sure, let's see we get everything
 8 up front and we can prioritize expenditure across
 9 the District.
 10 MR. BANDELIN: Always work towards a
 11 little bit more seamless.
 12 CHAIR DENT: Any further discussion or
 13 questions for staff?
 14 Seeing none, I'll entertain a motion.
 15 TRUSTEE TONKING: I move the Board of
 16 Trustees approve an increase to GMP 1 to phase 1 of
 17 the Base Lodge walk-in cooler and food prep kitchen
 18 reconfigurations, CIP number 3453B21087, in the
 19 amount of \$42,622, from \$516,390 to \$559,012.
 20 Approve phase 2 of the Base Lodge walk-in cooler and
 21 food prep kitchen configuration, CIP 3453BD1806, the
 22 final GMP 2 of \$255,876.
 23 CHAIR DENT: Motion's been made. Is there
 24 a second?
 25 TRUSTEE NOBLE: Second.

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1 CHAIR DENT: Motion's been made and
 2 seconded. Any further discussion by the Board?
 3 TRUSTEE SCHMITZ: I request that the
 4 motion be modified to include "after approval."
 5 TRUSTEE TONKING: After approval. That's
 6 fine.
 7 CHAIR DENT: Motion's been modified.
 8 Second modified?
 9 TRUSTEE NOBLE: Yes.
 10 CHAIR DENT: Okay. Motion's been made and
 11 modified. Second's been made and modified. Any
 12 further discussion?
 13 Seeing none, I'll call for the question.
 14 All those in favor, state aye.
 15 TRUSTEE TONKING: Aye.
 16 TRUSTEE TULLOCH: Aye.
 17 TRUSTEE NOBLE: Aye.
 18 TRUSTEE SCHMITZ: Aye.
 19 CHAIR DENT: Aye.
 20 Opposed? Motion passes 5/0. That will
 21 close out item F 5. And I'll just remind everyone,
 22 it is 8:50. We still do have a public hearing with
 23 this meeting, so we may have to push some items or
 24 reprioritize a little bit.
 25 But moving on to item F 6.

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1 F 6.
 2 CHAIR DENT: Review, discuss, and possibly
 3 authorize the acting General Manger to enter into a
 4 contract with Baker Tilly in the amount not to
 5 exceed \$125,000, for accounting and audit services.
 6 And review and discuss and possibly approve
 7 financial -- finance department staffing
 8 augmentation plan in the amount of \$483,397. And
 9 review and discuss and possibly approve an
 10 appropriations increase to a total amount of
 11 \$608,397 to support the staffing augmentation plan
 12 and the Baker Tilly contract for fiscal year
 13 '23/'24, to be funded by the general fund.
 14 Requesting staff member interim Director
 15 of Finance Bobby Magee. It can be found on pages
 16 245 through 253 of your board packet.
 17 MR. MAGEE: I want to start by saying
 18 tonight that as we started to assess where we were
 19 at with the year-end close with the books and how
 20 that would ultimately affect the audit process, I
 21 realized that I wanted to get some feedback from the
 22 Audit Committee chair on this item. So I just
 23 wanted to let the Board know that he did have an
 24 opportunity to review and comment on this before I
 25 submitted it to the clerk.

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1 And so one of suggestions that he had made
 2 was reaching out to a number of different firms to
 3 see who could possibly do the work that we are
 4 ultimately recommending go to Baker Tilly tonight.
 5 I did reach out to Moss Adams a number of
 6 times, and I let them know the urgency of what we
 7 needed. Ultimately, Moss Adams did not have anyone
 8 on staff that had capacity. They did have a
 9 suggestion that they could, potentially, put
 10 together a recommendation of outside consultants
 11 that they might be able to.
 12 And Baker Tilly, I have a level of comfort
 13 with, and they did have staff that was available and
 14 had capacity and had expertise on this. So,
 15 ultimately, that's part of what I'll go through
 16 tonight.
 17 And so it was brought to my attention
 18 after I had submitted this to the clerk already that
 19 that recommendation number 3 might not be completely
 20 clear. So ultimately what I would suggest to the
 21 Board tonight is if the Board wishes to accept the
 22 recommendation and make motions to that effect, that
 23 the Board may wish to modify number 3 to include
 24 language at the end, "and direct staff to start the
 25 public hearing process to modify the budget."

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1 So, the action tonight does not modify the
 2 budget. We would actually have to come back and go
 3 through that, but I will walk you through what the
 4 thought process here is.
 5 And so I'll start a little bit with what's
 6 in the staff report to begin with. As a consultant,
 7 I'm very accustomed to coming in and making very
 8 rapid assessments of where a process, a project,
 9 whatever it is, is. And as you all know, we brought
 10 on Pam Day to assist with keeping the audit on track
 11 and make sure everything was moving.
 12 Pam and I talk on a daily basis. And as
 13 we started digging, we discovered how far behind
 14 some of these year-end close processes are. As you
 15 saw in the packet, the finance department has not
 16 completed reconciliation of any of the bank accounts
 17 for over 14 months now. This is a capacity issue is
 18 really what it is. Things have fallen farther and
 19 farther by the wayside.
 20 As part of what we're doing, I've started
 21 to do a desk audit on all of the accounting staff
 22 and get an understanding of what it is they're doing
 23 on a daily basis, a weekly basis, and a monthly
 24 basis and try to find places where they might have
 25 some capacity to get this caught up.

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1 And ultimately we realized that if we
 2 wanted to get the audit back on track, we're going
 3 to have to make some incredibly tough choices that I
 4 just didn't feel comfortable with. And so that's a
 5 big part of what drove the decision to bring this
 6 item forward tonight.

7 We do believe that we need to get this
 8 audit back on track, and the first thing that has to
 9 happen is getting the books closed and all off these
 10 accounting processes caught up. As you read, that
 11 particular one, there's been no capital asset
 12 tracking to date. We need to do those
 13 reconciliations, and there are some members of the
 14 public that have correctly pointed out that
 15 everything does not tie and reconcile neatly.

16 We've had a lot of internal conversations
 17 about that, and staff has indicated we do have the
 18 ability to handle this; it's a matter of when are we
 19 going to get to it. And that's really their
 20 concern.

21 I will let the Board know that staff,
 22 we've had numerous staff meetings in which the
 23 finance staff has indicated to me that they share
 24 the desire of the Board and the public to get things
 25 right, to get them right moving forward, and they

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1 are deeply committed to doing so. The concern, once
 2 again, is capacity.

3 And so we do have a plan in place. We've
 4 put a tremendous amount of thought into this. I've
 5 been working with all of the directors,
 6 organization-wide, I've been working with finance
 7 staff, and we've been conducting the desk audits.
 8 We've been talking to people about what makes sense,
 9 how do we get these things back on track?

10 And so we believe that we can fix these
 11 issues and we can get a lot of these things moving
 12 in the correct direction and we can provide better
 13 reporting, but it's not moving at the speed which I,
 14 personally, feel comfortable with.

15 One of the things that I had previously
 16 discussed with the treasurer was increasing some
 17 transparency with respect to the treasurer's report,
 18 and I let him know that I would be bringing back an
 19 item for his consideration that he might wish to
 20 bring forward to the Board moving forward. It's
 21 moving slower than I hoped because we get tied up
 22 with other things. And I still hope to have that
 23 within three to four weeks for his consideration.
 24 We would certainly like to increase the accuracy of
 25 the reporting and types of reports that we are

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1 putting out to the public.

2 And so with respect to what the plan is, I
 3 do want to say that one of the items on the plan is
 4 to establish an assistant director position. I need
 5 somebody that can operate at a very high level that
 6 understands both policy and the procedures that go
 7 along with it, that can assist in creating some of
 8 these reports, with getting some of these Tyler
 9 implementation issues reconciled, back on track, and
 10 a number of other items.

11 The idea behind the assistant director
 12 was, within the current budget, we have the
 13 controller position that is currently vacant. We've
 14 been recruiting that position actively for
 15 six months now. At this point, we do not have any
 16 candidates that are moving forward in the process.
 17 So the intent would be to get the assistant director
 18 recruitment rolling immediately, and that position
 19 would be funded through the savings -- through the
 20 salary savings of the controller.

21 And then the reason that we feel like we
 22 can set that controller position aside until a
 23 budget augmentation were theoretically considered by
 24 the Board is because if the contract with Baker
 25 Tilly is approved, then we will be able to get that

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1 support on that side, and then we can use this
 2 assistant director to start moving forward with
 3 fixing some of these issues that we know are issues.

4 And then the second part of that would be
 5 the establishment of an internal auditor position.
 6 We know that there are some things that need to be
 7 looked at. And so that is the second part of the
 8 recommendation. We're suggesting that that
 9 position, we may wish to hold that until a budget
 10 augmentation were considered. The reason behind
 11 that is if we bring this person in right now,
 12 they're going to look at issues that we know are
 13 issues and tell us that they're issues. And so
 14 staff would like the opportunity get some of these
 15 things corrected, get them moving in the right
 16 direction, at which point we could turn this over to
 17 an internal auditor and say, please take a look
 18 policies, procedures, the internal controls. Are
 19 these being followed appropriately?

20 So we would want to delay that one just a
 21 little bit.

22 And then with respect to the salary
 23 augmentations to the director of finance position
 24 and the controller position, this is something I've
 25 been working with the HR Director. We've reached

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1 out to a number of different agencies, taken a look
2 at what other people are offering, as far as the way
3 of salaries and benefits, and we feel that these
4 adjustments would be appropriate.

5 This was considered by the Audit
6 Committee. The Audit Committee made some
7 suggestions that if the salaries were brought up to
8 a level that was a little more commensurate with
9 what the industry is providing, if there was some
10 acknowledgement of telecommuting opportunities, do
11 we think candidate pool would improve, and my
12 response was, yes, absolutely. If we were to
13 advertise it as such, and we were to bring the
14 salaries up commensurately, we do believe that we
15 would attract a much stronger pool of qualified and
16 interested candidates.

17 And so that is a synopsis of what some of
18 the issues are that the finance department is
19 currently facing, and our plan for getting some of
20 these items getting corrected moving forward.

21 With that, I am happy to answer any
22 questions the Board may have.

23 TRUSTEE NOBLE: What is your plan if,
24 given the salary adjustments and everything, and you
25 still run into the same problem that we've had with

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1 And so would they be, essentially,
2 performing the function of some of the duties of the
3 interim controller, the answer is yes.

4 TRUSTEE SCHMITZ: So you're going to have
5 a team that's going to function as a controller. Is
6 that an effective way to do it, or should we
7 actually be looking for a firm that has a controller
8 that could fill that role?

9 MR. MAGEE: Sure. So, they'll be
10 performing duties of the controller, not performing
11 as the controller.

12 We did reach out to a number of
13 individuals. I talked to several different
14 consulting firms. I was trying to find a single
15 individual that may be able to come on as an interim
16 controller. We were unable to do so.

17 TRUSTEE SCHMITZ: Okay. My feeling is is
18 that it might be difficult to find a controller
19 because we don't yet -- you're an interim director
20 of finance, so is it better for us to fill the gap
21 with a firm such as this until we are able to fill
22 the roles permanently, from the general manager to
23 the director of finance, because it might be
24 difficult to recruit the other direction?
25 MR. MAGEE: Sure. And the idea behind the

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1 the controller for the last six months, that you
2 can't fill those positions, even with the
3 enhancements that you're proposing?

4 MR. MAGEE: We do believe that changing
5 the advertisement to allow for, at least, part-time
6 telecommuting and letting the candidates know that
7 the salary has been brought up to schedule and this
8 opportunity would be there, we can cast a wider net
9 and we will be able to find those particular
10 candidates.

11 If we are not able to find a qualified and
12 interested candidate, I will hold that thing vacant,
13 and we will come back to the Board and make some
14 further recommendations for how we would reassess
15 and revise that position.

16 TRUSTEE SCHMITZ: As it relates to filling
17 these positions, first of all, it sounds like you
18 have an interim controller that would be outsourced
19 -- correct? -- with the consulting firm. Right?

20 MR. MAGEE: Well, I wouldn't necessarily
21 call it a controller. And the reason I suggest that
22 is because there would be a team of people that
23 would be filling that role, but certainly they would
24 be assisting us with bringing all of those
25 accounting procedures up to speed.

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1 plan right now is that if we can get the assistant
2 director position moving forward with that
3 recruitment, we believe we can start to work on some
4 of the systemic issues.

5 The point of the contract with Baker Tilly
6 is to really -- they will be assisting us,
7 specifically the team that they put together, they
8 will be assisting us with two major portions of
9 getting this caught up, which is, one, the capital
10 asset reconciliation, and, two, the reconciliation
11 of all the bank accounts.

12 So, realistically, it will be two of those
13 individuals, but they wanted to add an additional
14 individual to the team that could be utilized, if
15 needed, as part of the contract.

16 TRUSTEE SCHMITZ: I guess -- I hear what
17 you're saying, but what I'm hearing you also say is
18 you're bringing these people in to fix things, fix
19 problems, finish the Tyler implementation. And to
20 me, that's a perfect opportunity for consultants to
21 come in, as opposed to trying to hire someone to be
22 in a role that is full time that you're setting up
23 to literally address gaps that we have today.

24 So my feeling is, let's understand clearly
25 what needs to be done, and what are steps that we

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1 need to take first. And to give an example, as you
 2 mentioned to having an internal auditor until we
 3 have clearly documented processes and procedures, we
 4 don't necessarily have a need to have someone come
 5 in and audit. We need people to come in and
 6 actually develop what we're missing.

7 So, I guess I would like to see us lay out
 8 what needs to be done first and get the resources to
 9 get those tasks completed before we start going down
 10 trying to create new organizational structure.

11 MR. MAGEE: Sure. Are you referring
 12 specifically to the Baker Tilly or to the requested
 13 positions? I guess I could address either side of
 14 that.

15 TRUSTEE SCHMITZ: I guess what I'm
 16 suggesting is that we clearly identify what are the
 17 immediate needs and how we're going to accomplish
 18 those, and to fix problems and to fill gaps, that's
 19 what I think you can do through Baker Tilly, and
 20 that might be the more prudent and expeditious
 21 manner, as opposed to trying to create a new
 22 assistant director of finance position.

23 MR. MAGEE: Sure. And so specifically
 24 what Baker Tilly will be doing, and we know exactly
 25 what they will be doing, that contract -- we worked

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1 with Baker Tilly on figuring out how many hours
 2 would be needed, specifically, to get the year-end
 3 close fixed. That's all that Baker Tilly will be
 4 doing. They will be doing the bank reconciliation,
 5 specifically, and they will also be doing the
 6 capital asset reconciliations. That's a portion of
 7 what gets the year-end close completed so that we
 8 can start the audit process.

9 Now, with respect to the assistant
 10 director position, I've identified over 25 already,
 11 specific projects that are on my special active
 12 project list. And I would be happy talk to the
 13 Board about some of them. I highlighted a few of
 14 them.

15 Some of the things that this person would
 16 be doing on an ongoing basis is like the treasurer's
 17 report redesign. There was some interest in looking
 18 at the way accounting procedures are done, the punch
 19 card contra-revenue accounting issues, for example.
 20 P cards, we know that there's some issues with P
 21 cards internally. The reconciliation between
 22 OpenGov and the general ledger. Some of the
 23 internal controls review.

24 We know these things are all things that
 25 the Board's aware of that need to be looked at.

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1 It's a matter of capacity. And without some
 2 additional resources, I don't know when I would be
 3 able to get to them, and that's my greatest concern.
 4 That's why the recommendation for the additional
 5 staff member.

6 TRUSTEE TULLOCH: First question with
 7 regard to Baker Tilly, we've heard some more
 8 concerns raised tonight about the issues are maybe a
 9 bit deeper than we thought previously in terms of
 10 the general ledger reconciliation.

11 It sounds to me like there's going to be
 12 additional expenditure involved there. I mean,
 13 getting our audit completed and getting ourselves
 14 back on track has got to be the number one priority
 15 in terms of that before we address the things
 16 that -- that's the must haves before the nice to
 17 have or almost desperate to have. There's probably
 18 neither of the bit.

19 I suspect we're going to require
 20 additional expenditure there; is that correct?

21 MR. MAGEE: Additional expenditure for the
 22 Baker Tilly contract?

23 TRUSTEE TULLOCH: Yeah.

24 MR. MAGEE: So understand that the Baker
 25 Tilly contract focuses only solely on the year-end

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1 close process, and then, essentially, what is the
 2 start of the audit process. That's it.

3 That doesn't address any of these other
 4 systemic issues or anything else.

5 TRUSTEE TULLOCH: Understood. But that
 6 will address GL issues?

7 MR. MAGEE: Yes. Correct.

8 TRUSTEE TULLOCH: With regard to the
 9 assistant finance director, I'm struggling with this
 10 a bit as well. I think it's a good recommendation,
 11 and I understand the rationale behind it.

12 Obviously at the moment, we're just
 13 waiting for the final report from Moss Adams, which
 14 is also looking at the organizational structure. I
 15 would be reluctant to approve any new structure
 16 there.

17 I'd also -- if I was coming in as finance
 18 director, I would probably be less inclined to take
 19 it if we had already appointed -- given that it's a
 20 new position, I would certainly like the new finance
 21 director to have a say in that.

22 It sounds a bit like, from the to-do list,
 23 I think -- I'm wondering if that could be done by a
 24 good consultant at this stage as we -- it's not
 25 taking the assistant finance director off the table

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1 or anything, but I think it might be easier to get
 2 somebody in to do this because it's quite a varied
 3 role, based on listing.
 4 MR. MAGEE: Certainly. And the reason for
 5 the recommendation of the permanent staff -- and we
 6 did consider that, the consultant's role, given the
 7 list that we have here, I've got enough work here
 8 for an assistant finance director for about the next
 9 ten years right now. If we were to hire consultants
 10 to do all of these types of things, that would be
 11 significantly more expensive than hiring a permanent
 12 position.
 13 Part of what the permanent position would
 14 do is to provide assistance and relief. We have
 15 committees that are taking a tremendous amount of my
 16 time. We have a new committee that was established
 17 tonight. I anticipate that continuing to work on
 18 high-level items for the Board, for other directors,
 19 and for these committees will continue to eat into
 20 the director's time, and that's part of the thought
 21 process behind the assistant director.
 22 TRUSTEE TULLOCH: Understood. I'm
 23 thinking in terms of how quickly we can get boots on
 24 the ground to get some of these things in advance,
 25 and that was my thinking.

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1 at it more holistically, though. My experience,
 2 internal audit is not just looking at finance; it's
 3 looking at a lot more than that. I would hate to
 4 see this as thinking of it as an internal auditor
 5 just looking at finance. I'd like to see a
 6 multi-purpose one.
 7 Some of the things that have come up
 8 already with Moss Adams, non-compliance with
 9 policies and things. I would like to see this as a
 10 more operational slash financial role, not just
 11 there. I think that would also give us a greater
 12 flexibility of resources as well. That would be
 13 important to have a skill set there. I suggest
 14 going that direction.
 15 That's my thoughts. The priority has got
 16 to be get things back in order. I think it's fairly
 17 frightening if you think there's ten years' work to
 18 do.
 19 MR. MAGEE: Yes. Appreciate that. Just
 20 from my personal perspective, I would suggest that
 21 the one item that I feel the most strongly would
 22 impact what we're trying to do is the assistant
 23 director position.
 24 If the Board wanted to go a different
 25 direction, I could certainly use some direction

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1 Again, I would be reluctant to approve
 2 something before we see the final Moss Adams report.
 3 I mean, I fully understand. I think it's some good
 4 suggestions there.
 5 Some of the other things, the controller
 6 one, yes, I'm glad to see the suggestion that we
 7 move that up. I was a little bit shocked to see the
 8 salary range we were offering the controller, so I
 9 think that is definitely there.
 10 With regard to attracting more candidates,
 11 is it a salary increase or is it a telecommute
 12 opportunity that's makes it more attractive?
 13 MR. MAGEE: Well, I couldn't speak for any
 14 individual. I think it would, realistically, be a
 15 combination of the two because, even if I had the
 16 opportunity to telecommute, if I was accepting less
 17 money then I could get another agency, I would
 18 probably be inclined to accept this job, and then
 19 continue to look for something else out there that
 20 was more commensurate with what the industry was
 21 offering.
 22 TRUSTEE TULLOCH: Okay. So it's a
 23 combination.
 24 With regard to the internal auditor, I
 25 think that's a great idea. I think we need to look

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1 tonight on would you like me to bring back a
 2 consultant's contract to deal with some of these
 3 special projects that are on here and what that
 4 would look like, if the Board would like to go that
 5 direction.
 6 From what I understand from the Board,
 7 there's a number of things that, essentially, I feel
 8 like I've been directed to do because of Board
 9 comments, and I would love to do those and I would
 10 love to get those corrected. It's a matter of
 11 capacity.
 12 And so if the Board wishes to go a
 13 different direction, I could certainly use some
 14 input as to like would you like to see a consultant
 15 working on these types of things?
 16 TRUSTEE NOBLE: I've heard you say a few
 17 times now that it's a capacity issue, and we're
 18 falling behind as a result of that.
 19 If we were to contract for support
 20 services and get everything up to speed, as soon as
 21 these end, would we start to fall behind again
 22 because of a capacity issue?
 23 MR. MAGEE: So that's why we're going
 24 through the desk audit process right now, and I do
 25 believe one additional body at a very high level

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1 will solve the capacity issues. I think that if we
 2 were to hire somebody at a much lower level, I'm not
 3 sure that that would be solved.
 4 I do believe there is plenty of work to
 5 keep this person fully engaged, working on Board
 6 priorities, working on what's important to the
 7 directors and to the community, indefinitely.
 8 TRUSTEE NOBLE: I would support moving
 9 forward with the proposal as provided by Mr. Magee.
 10 TRUSTEE TONKING: I have two questions.
 11 I'm a little bit concerned when I've heard
 12 about the assistant financial director position and
 13 what they're doing. And I think what would be
 14 helpful -- and I don't know if this is going to work
 15 with the timeline -- is if you can get us a copy of
 16 that list of projects that you're saying is on the
 17 table so we can just understand -- or, like, what
 18 you feel like your capacity is, like your own desk
 19 audit. So, like, desk audit for you, and why we
 20 need that other person, what else is put on plates.
 21 Because I know that we probably say a lot
 22 of things, and I would just like to know, (A), are
 23 there things, like, we may have said that may no
 24 longer be relevant. Like, just to understand what
 25 they are so I can better understand this position.

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1 I'm just having a little bit of a hard time with it,
 2 but I understand the capacity issues, and I do want
 3 to make sure we meet that need. So I want to figure
 4 out what we're trying to address there.
 5 If we move the -- in part 4 to grade 44,
 6 this is probably a question for the Director of HR,
 7 do we start to run into the risk where we have to
 8 start increasing to the GM salary because people
 9 will start being paid more than the GM?
 10 MS. FEORE: That's a little bit tricky
 11 because the GM isn't part of our salary schedule
 12 because it's a contracted position. I'm not
 13 particularly worried about compression at this time,
 14 and I did take a look at that.
 15 There was one other point I wanted to
 16 mention. When I was working with interim director
 17 Magee on the -- we were calling it the "deputy
 18 director or the assistant director of finance," one
 19 of the biggest issues or concerns that I've had in
 20 the past is succession planning. And right now, we
 21 don't necessarily have that.
 22 Of course, we have an incredible staff who
 23 always step up and handle it, but at the level to
 24 which Director Magee is working specifically with
 25 the Board, we don't have that available. So that

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1 was another consideration when I was working with
 2 him on the position as well.
 3 And then to the internal auditor, we did
 4 speak about that being broader than just finance as
 5 well.
 6 TRUSTEE TULLOCH: Again, I'm struggling a
 7 little bit with this assistant director because does
 8 then -- I don't think we have an assistant director
 9 in any other roles or any other venues or
 10 departments, so I think we need to careful that
 11 we're not then just creating -- we're adding
 12 probably three hundred k, fully-loaded costs here.
 13 Are we going to start seeing the same thing, the
 14 same push in other departments then as well? I
 15 think this is why -- I know Mike runs a tight ship
 16 there, but I want to be careful that we're not
 17 creating another level of superstructure in terms of
 18 that.
 19 Because I'm -- I can't disclose this --
 20 some of the draft findings from Moss Adams at this
 21 stage, but I'm sensitive to increasing it. I think
 22 we need to have the capacity, we need to think of it
 23 how the titles are and whether having an assistant
 24 finance director would help us getting a controller
 25 or hinder us.

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1 CHAIR DENT: As it relates to the
 2 assistant finance director, my thoughts on this are
 3 we have issues now, and given where the hiring
 4 process is with financial experts, it's hard to fill
 5 those positions.
 6 So how do -- we're going to move this
 7 position forward, and let's just say in two, three,
 8 four, five, six months, we finally fill it. So that
 9 list is now a lot longer, or that list is just
 10 sitting on a shelf somewhere, so nothing's really
 11 been achieved off that list.
 12 Is there a consultant we can find in town,
 13 that could be boots on the ground, and start to fill
 14 for us now while we consider hiring that position?
 15 Or as my colleague said, we received the
 16 report form the consultant that is talking about the
 17 organization as a whole and maybe this is in there
 18 as a recommendation from them.
 19 And so I just feel like we have a void
 20 right now, we need to fill that void, and putting a
 21 position out isn't going to do that. So I'm
 22 concerned that we're going to fall further behind.
 23 MR. MAGEE: I think that's a very
 24 fair concern.
 25 I do believe that if we change the

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1 structure of how these things -- and this is
 2 something I've been working with the human resources
 3 director on. If we change the structure on how we
 4 are advertising these positions, we will find an
 5 amazing candidate pool very, very quickly.
 6 But to answer your question, can we get a
 7 consult to do the work? Of course. If we -- the
 8 Board would like to go through what a lot of these
 9 special projects are and provide me with some
 10 direction on what to go to a consultant firm with,
 11 of course we will find a consultant that will do any
 12 one of these projects. I don't know that it would
 13 be done just as expediently; it might be a little
 14 bit faster.
 15 But, again, my concern is the systemic
 16 issues, the ongoing, long-term systemic issues. And
 17 that's really what I'm trying to solve is that we
 18 don't -- because if we hire a consulting firm, that
 19 solves this one time. I want to make sure that we
 20 set the organization up for success long term.
 21 CHAIR DENT: Understood. I also just want
 22 to see these issues that have -- these aren't new
 23 issues. These have been around for years. And
 24 we're finally getting, as a board, addressing these
 25 long-standing issues.

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1 something we've had numerous internal discussions
 2 with the finance team, is that the way we believe we
 3 start rebuilding credibility with the public, with
 4 the Board, is to have somebody that can put a second
 5 set of eyes on this at a very high level, and ensure
 6 better reporting moving forward and more accurate
 7 reporting moving forward.
 8 My concern is is that, for me, as I'm
 9 doing my own desk audit as the Board has suggested,
 10 I am really struggling with when am I going to get
 11 to -- I can do that or I can do this, and that's,
 12 again, a big part of the recommendation.
 13 MS. FEORE: I wanted to clarify. With
 14 this position being at the higher level, in the
 15 event of an emergency or a sudden vacancy in the
 16 director position, this is a position that would
 17 have the capacity to step in, at least temporarily,
 18 until we could further the position. But also
 19 knowing how we're moving forward with succession
 20 planing, I do see this as somebody who eventually
 21 would grow into that position in the event of a
 22 vacancy.
 23 So, it wouldn't be to hire this person
 24 with the idea that in a year, they'll move into the
 25 position, but the possibility is there if needed.

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1 So I would like to see this get done now
 2 rather than a few months from now, and, potentially,
 3 in a few months bring back this position for
 4 consideration. Or next month. I just think it's
 5 important to see what Moss Adams comes back to us
 6 with.
 7 The -- this is a question for you. So
 8 creating an assistant director of finance position,
 9 do you see that potentially being a role that -- say
 10 we are able to fill it in the next few months --
 11 you're able to groom that person and that person
 12 becomes the director of finance? Is that your
 13 thought process with this? I'm just trying to
 14 understand how/why, because that's a lot different
 15 than just adding a new \$300,000 position.
 16 MR. MAGEE: Right. The intention would
 17 not be for this person to be groomed to be the
 18 assumed heir apparent for the interim finance
 19 director position.
 20 This is specifically a high-level position
 21 that would be doing -- we've started working on a
 22 draft job description of what types of duties this
 23 person would be doing. And one of the things we
 24 want to make sure that we do is get all of the
 25 reporting accurate moving forward. This is

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1 And in the event that the director
 2 position or the director is called out on special
 3 projects specifically working with the Board, this
 4 person is still that boots on the ground that can
 5 oversee the team and do that kind of work as well.
 6 CHAIR DENT: Understood. I stand by my
 7 comments as to having some boots on the ground now
 8 and actually making an impact now, knowing that this
 9 could be that next step.
 10 MS. FEORE: And, real quick, I did want to
 11 mention that the candidate pool that we received in
 12 relation to the controller position -- I'll be
 13 careful in how I say this, but what I will tell you
 14 is that what I have found is we have either received
 15 significantly overqualified or significantly
 16 underqualified, and it's that middle fit that we're
 17 not getting, necessarily.
 18 My thought -- and this is just my own
 19 random thought, it's not based on any qualified
 20 survey or anything like that, but at certain levels
 21 of mid-management, why leave for the same level?
 22 And what we're looking for is someone who is --
 23 we're looking for somebody who has more than, maybe,
 24 a general controller capacity. And I think this
 25 kind of helps fill that gap as well.

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1 CHAIR DENT: Understood.
 2 I just want to comment on one other item,
 3 as it relates to part 3, and the potential for the
 4 internal auditor. I, too, agree with my colleagues
 5 on this, I think it is important to look at
 6 operations. We know from an operational standpoint,
 7 we need some work. We're -- you guys are moving
 8 everything forward on a daily basis, or trying to,
 9 and it's not easy to be working on the business when
 10 you are working in the business.
 11 So, I think it's important to have
 12 somebody come in and, not only look at the finance
 13 component of it, but I think there is a starting
 14 point that starts with operations almost first.
 15 And so if this was changed to be a little
 16 bit broader as to what that scope is, I would
 17 support adding that position.
 18 TRUSTEE SCHMITZ: I'm just trying to move
 19 this along. I think that the Board is in support of
 20 the staffing augmentation needed for the audit. I
 21 perceive that the Board is in favor of staffing to
 22 get things back on track.
 23 I understood you to say that if and when
 24 you hire a controller, that you will no longer have
 25 a capacity issue, and you will be able to continue

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1 to keep up with things; is that a correct statement?
 2 MR. MAGEE: Given where we're trying to
 3 take these items, to increase the reporting
 4 accuracy, to increase the types of reports that are
 5 going out, and to provide the effective oversight
 6 while still supporting the Board, I don't know that
 7 hiring just the controller, long term, solves the
 8 problem.
 9 TRUSTEE SCHMITZ: Okay. Do we need more
 10 upper-level management, or do we need more people
 11 that would be working with and supporting of the
 12 controller?
 13 MR. MAGEE: I'm suggesting the upper-level
 14 management. It gives me the opportunity to continue
 15 to focus on the Board priorities. I'm not able to
 16 provide, at all times, the effective level of
 17 oversight of the staff that I would like to be able
 18 to dig into. That's part of what the assistant
 19 finance director's duties will be, especially
 20 with --
 21 TRUSTEE SCHMITZ: I understand that. But
 22 we're sitting here not having bank reconciliations
 23 done for 14 months and we don't have the books
 24 closed and we don't have these things that are basic
 25 accounting functions, that capacity to get them

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1 done. And I'm not understanding how adding a
 2 senior-level director is going to, long term,
 3 continue to fix those problems.
 4 My feeling is is that we need to get the
 5 staffing needed to help staff to get these things
 6 completed, and if there there's other roles, I think
 7 we can, maybe, take up that separately so that we
 8 can get this moving along.
 9 But I do think that what I have heard is
 10 that we don't have documentation for internal
 11 controls, and we don't have documented procedures.
 12 Those are things that if we don't get those things
 13 defined, we're going to continually get material
 14 weaknesses on internal controls on our audits.
 15 So my feeling is we need to focus on the
 16 tasks that -- and that gaps that we have today, and
 17 understand that if we hire an excellent controller,
 18 I don't want them to come and say, now I have no
 19 upward mobility because you've now hired an
 20 assistant director of finance and a director of
 21 finance.
 22 I think that we need to focus on the task
 23 at hand, and what do we need to do to deal with
 24 that. And if we want to discuss augmenting and
 25 building a bigger management structure, that I think

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1 we could potentially do that at a later date and
 2 time.
 3 MR. MAGEE: I apologize if was not clear
 4 on what the plan was. So, this is a multi-part plan
 5 that gets both of those things accomplished.
 6 The idea is to hire Baker Tilly to get the
 7 immediate needs done. To solve these immediate
 8 controller-level problems. That is correct.
 9 Then, as that process is going, that's why
 10 I was asking the Board to direct staff to come back
 11 with the public hearing process to adjust the
 12 budget, at which point, if that were successful, we
 13 would immediately begin recruiting for the
 14 controller again.
 15 So, that controller-level position -- so
 16 basically Baker Tilly would fill that gap until we
 17 had a budget augmentation. If we did not, the
 18 individual we would be looking for at the assistant
 19 finance director level, would have the ability to
 20 provide assistance at that ongoing, even if we were
 21 not able fill the controller position due to
 22 budgetary issues.
 23 TRUSTEE SCHMITZ: So, we do not have the
 24 budget right now to even hire the controller
 25 position without augmenting the general fund?

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1 MR. MAGEE: No. The controller position
 2 is funded in the budget right now. What I am
 3 suggesting is, as part of the plan, is that we use
 4 that salary savings -- while Baker Tilly is filling
 5 that gap for us, use that salary savings to hire the
 6 assistant finance director.

7 Concurrently, we are requesting the budget
 8 augmentation. When that process is completed -- if
 9 that is completed and approved by the Board, at that
 10 point, we would also recruit for the controller.
 11 Baker Tilly's work, in theory, would be done.

12 CHAIR DENT: As it relates to Baker Tilly,
 13 are there any more questions on that item?

14 Okay. Is there a motion on the Baker
 15 Tilly portion of this?

16 TRUSTEE TONKING: Can I make a motion on
 17 part 1, part 3, and part 4, and then we can just
 18 talk about part 3 for a second?

19 (Inaudible cross talk.)

20 CHAIR DENT: No. No. On page 284 of your
 21 board packet, which this is all separate than the
 22 Baker Tilly.

23 TRUSTEE TONKING: Yeah. Just on the math
 24 to augment it that way. But we can do it one by
 25 one. I was trying to move us a little faster.

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1 I move that the Board of Trustees approve
 2 the contracts of Baker Tilly for account and audit
 3 support services in an amount not to exceed
 4 \$125,000.

5 CHAIR DENT: Motion's been made. Is there
 6 a second?

7 TRUSTEE SCHMITZ: I second.

8 CHAIR DENT: Motion's been made and
 9 seconded. Any further discussion by the Board?

10 I'll call for the question. All those in
 11 favor, state aye.

12 TRUSTEE TONKING: Aye.

13 TRUSTEE TULLOCH: Aye.

14 TRUSTEE NOBLE: Aye.

15 TRUSTEE SCHMITZ: Aye.

16 CHAIR DENT: Aye.

17 All right. Motion passes, 5/0.

18 TRUSTEE TONKING: I have a quick solution,
 19 maybe, for this issue. My thought is we take that
 20 assistant finance director -- you're saying that we
 21 can hire that now without augmenting the budget --
 22 is that correct? -- with savings from the
 23 controller.

24 MR. MAGEE: That is absolutely correct.

25 TRUSTEE TONKING: Okay. So, we can

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1 postpone that for one meeting. And my thought is
 2 in that meeting, you give us the list of all the
 3 projects, we can walk through it. You give us what
 4 you think -- or ideas of what a consultant would
 5 cost to do some of those bigger ones, and then we
 6 can hire a consultant to do, like, the top three
 7 priorities, while we're trying to recruit and hire
 8 somebody to do the assistant financial director
 9 role.

10 TRUSTEE SCHMITZ: I don't understand. If
 11 we have the budget to hire an assistant director of
 12 finance, why don't we have the budget to hire a
 13 controller, and why isn't that our priority?

14 MR. MAGEE: We do. We have the budget for
 15 the controller.

16 What I am suggesting is if we set the
 17 controller recruitment on hold on, we could use that
 18 salary savings to fund the assistant director
 19 position.

20 TRUSTEE SCHMITZ: I understand, but I'm
 21 not in favor of taking that approach. I would
 22 prefer to focus on hiring a controller and take that
 23 approach, as opposed to going and putting that off
 24 and hiring an assistant director finance.

25 TRUSTEE TONKING: My understanding is

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1 Baker Tilly is taking on the role of controller for
 2 time being, up to \$125,000, so during that time, we
 3 can use the savings to hire somebody else, and then
 4 hire a controller as well.

5 CHAIR DENT: Baker Tilly is just focused
 6 on last year's audit. Nothing else. That's the
 7 part where there's a disconnect.

8 (Inaudible cross talk.)

9 CHAIR DENT: Correct. Baker Tilly's --
 10 yeah, working 14 months ago.

11 TRUSTEE SCHMITZ: I want to chime in
 12 again. Sorry if I'm sounding like a broken record.
 13 But I'm just puzzled as to why we aren't just
 14 putting our emphasis behind recruiting and hiring a
 15 controller.

16 I understand that Baker Tilly is,
 17 potentially, acting in that capacity, but it's
 18 specifically to get us caught up, and it's going to
 19 take us time to hire a controller. So, if we focus
 20 on that, we'll have an acting controller through
 21 Baker Tilly, and we're in the process of recruiting
 22 for a controller that will take it over.

23 CHAIR DENT: Correct. Let's do this,
 24 because I want to move this item along, somehow. I
 25 like talking about item 1, item 3, and item 4. I

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1 think item 4 is a staff -- the paygrade change for
 2 the director of finance. Item 1 is the paygrade
 3 change for the controller.
 4 (Inaudible cross talk.)
 5 CHAIR DENT: Page 248, second paragraph is
 6 part 2, the third paragraph is part 3, fourth
 7 paragraph is part 4.
 8 It doesn't sound like anyone has any
 9 issues with part 1, changing the paygrade. Are
 10 there any issues with that? None. Okay.
 11 Are there any issues with part 4, changing
 12 the paygrade as it relates to part 4? And this
 13 isn't happening right now; this is us giving staff a
 14 little direction to move this forward.
 15 As it relates to part 3? So as it relates
 16 to part 3, I -- other trustees did too, but there
 17 was feedback as far as making this more of an
 18 operational audit along with a financial audit, and,
 19 based on everything I know, the operational is much
 20 needed right now, 14 months ago.
 21 TRUSTEE TULLOCH: I think that would give
 22 us an awesome resource so we could be more flexible
 23 across the District for a number of issues.
 24 CHAIR DENT: Hundred percent agree.
 25 So, with part 3, changing this to be more

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1 of an operational audit, along with the financial
 2 component, is the Board okay with that? Okay. I'd
 3 entertain a motion for 1, 3, and 4.
 4 TRUSTEE TONKING: I move that the Board of
 5 Trustees approve an appropriation increase in the
 6 total amount of \$226,771 to support the staffing
 7 augmentation plan and the Baker Tilly contract for
 8 fiscal years 2023 to '24, and direct staff to start
 9 the process to modify the budget.
 10 CHAIR DENT: Motion's been made. Is there
 11 a second? Nope. So that motion fails.
 12 (Inaudible cross talk.)
 13 CHAIR DENT: Can I go back and ask if
 14 there's a second to the motion, Josh?
 15 MR. NELSON: Yes, you can.
 16 CHAIR DENT: Is there a second to that
 17 motion?
 18 TRUSTEE NOBLE: Second.
 19 CHAIR DENT: Okay. Motion's been made and
 20 seconded. Discussion by the Board?
 21 TRUSTEE SCHMITZ: This is what we already
 22 decided. Right? I mean, I'm just getting confused
 23 because we've got -- the recommendations don't align
 24 with what these paragraphs are, so what is it -- we
 25 already approved the Baker Tilly for a hundred --

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1 TRUSTEE TONKING: Do you want me to do
 2 each separately? Would that help?
 3 TRUSTEE SCHMITZ: That's what I thought we
 4 were doing.
 5 CHAIR DENT: We did.
 6 TRUSTEE SCHMITZ: We did, yes.
 7 TRUSTEE TONKING: I was just combining the
 8 augmentation part together, but I can say each of
 9 them individually if that will help with the
 10 confusion. Okay.
 11 So, I move --
 12 CHAIR DENT: Josh, motion was made and
 13 seconded. Do we have to vote on that motion to let
 14 it fail?
 15 MR. NELSON: We don't, as long as the
 16 maker and the second are fine with the
 17 clarification.
 18 CHAIR DENT: Are you fine with that?
 19 Okay. Let's try again.
 20 TRUSTEE TONKING: I move that the Board of
 21 Trustees approve an appropriation increase of
 22 \$22,095 to address controller salary grade increase,
 23 \$882,376 to add an internal auditor position that
 24 also deals with operations, and a \$22,300 increase
 25 to deal with a salary grade increase for the

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1 director of finance position.
 2 And direct staff to start the process to
 3 modify the budget for fiscal year '23 to '24.
 4 CHAIR DENT: Motion's been made. Is there
 5 a second?
 6 TRUSTEE NOBLE: Second.
 7 MS. NELSON: For clarity, that motion
 8 reflects what is identified as part 1, part 3, and
 9 part 4 of the staffing augmentation plans in pages
 10 247 and 248 of the packet.
 11 CHAIR DENT: That is correct. Thanks for
 12 the clarification.
 13 Motion's been made and seconded. Any
 14 further discussion by the Board?
 15 TRUSTEE TULLOCH: I think I heard
 16 "882,376," rather than 182,000.
 17 TRUSTEE TONKING: I meant 182. Sorry.
 18 TRUSTEE TULLOCH: I might have picked up
 19 wrong.
 20 CHAIR DENT: I think we're all on the same
 21 page.
 22 TRUSTEE NOBLE: And I agree with that
 23 clarification.
 24 CHAIR DENT: Motion's been made and
 25 seconded. Any further discussion on this item?

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1 I'll call for the question. All those in
 2 favor, state aye.
 3 TRUSTEE TONKING: Aye.
 4 TRUSTEE TULLOCH: Aye.
 5 TRUSTEE NOBLE: Aye.
 6 TRUSTEE SCHMITZ: Aye.
 7 CHAIR DENT: Aye.
 8 Motion passes, 5/0. All right.
 9 As it relates to part 2, do you need
 10 further direction from us on that?
 11 MR. MAGEE: I could certainly use further
 12 direction from the Board. My understanding is you
 13 would like me to reach out to Moss Adams, provide
 14 the Board back with this project list, and see what
 15 that would cost through Moss Adams. That's what I
 16 understood.
 17 CHAIR DENT: No. What we would like to do
 18 is get -- there's a Moss Adams -- there's a project
 19 underway as it relates to the District organization.
 20 And they are going to be coming back to us next
 21 month with their recommendations, so we're a little
 22 hesitant to add new positions, knowing that we are
 23 just wrapping up with a consultant, and they're
 24 bringing us their findings in a month.
 25 And so what we're asking is to go find a

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1 consultant, and let us know what it would cost to
 2 tackle, say, your top three projects. We'd like you
 3 to bring your list forward so then we can have a
 4 better understanding of the priorities that are on
 5 your list.
 6 And then we can revisit part 2 at a later
 7 time as to adding this position, but we're all on
 8 board with focusing on getting that controller in
 9 position.
 10 MR. MAGEE: I think that clarifies it.
 11 Thank you.
 12 CHAIR DENT: We can take a -- so I gotta
 13 be out of here by 11, just like last time. Yeah, we
 14 do need to do a public hearing. We're going to take
 15 a five-minute break, we're going to come back, we're
 16 going to tweak our agenda, and then get out of here.
 17 (Recess 9:41 P.M. to 9:50 P.M.)
 18 CHAIR DENT: All right. We're back. We
 19 just closed out item F 6.
 20 I'm going to suggest that we move on to
 21 the public hearing on page 293, and we will just
 22 jump around and finish the meeting with a little bit
 23 of audible as to the items. Is anyone opposed to
 24 that?
 25 All right. Seeing none, we're going to

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1 take a pause with the general business. We're going
 2 to move on to item G 1, public hearing for possible
 3 action. That can be found on page 293 through 336
 4 of your board packet.
 5 All right. For the public hearing, we'll
 6 reference NRS 288.153. Item G 1 is public hearing,
 7 so what we need to do is we need to -- I need a
 8 motion to open the public hearing. Is there a
 9 motion to open public hearing?
 10 TRUSTEE TONKING: I move we open the
 11 public hearing.
 12 CHAIR DENT: All right. Motion's been
 13 made. Is there a second?
 14 TRUSTEE NOBLE: Second.
 15 CHAIR DENT: Motion's been made and
 16 seconded. Any further discussion by the Board?
 17 I'll call for the question. All those in
 18 favor, state aye.
 19 TRUSTEE TONKING: Aye.
 20 TRUSTEE TULLOCH: Aye.
 21 TRUSTEE NOBLE: Aye.
 22 TRUSTEE SCHMITZ: Aye.
 23 CHAIR DENT: Aye.
 24 All right. We are now in a public
 25 hearing.

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1 G. PUBLIC HEARING
 2 CHAIR DENT: The District is holding
 3 public hearing as required by Nevada Revised
 4 Statutes, and as it relates to the public hearing,
 5 we will hold a public comment specifically on the
 6 item in the board packet, and that is the three
 7 proposals in front of us on behalf of the unions.
 8 And so with that, I will ask if there's
 9 anyone in the room that would like to make public
 10 comment, and if not, anyone via Zoom.
 11 We have one on Zoom?
 12 MR. GOVE: We do, Chair.
 13 CALLER 1996: I would like to pass.
 14 CHAIR DENT: All right. That is our sole
 15 public comment on this hearing. I will ask if
 16 there's a motion to close the public hearing.
 17 TRUSTEE TONKING: I move the Board close
 18 public hearing.
 19 TRUSTEE NOBLE: Second.
 20 CHAIR DENT: Motion's been made and
 21 seconded to close the public hearing. Any further
 22 discussion by the Board?
 23 I'll call for question. All those in
 24 favor, state aye.
 25 TRUSTEE TONKING: Aye.

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1 TRUSTEE TULLOCH: Aye.
 2 TRUSTEE NOBLE: Aye.
 3 TRUSTEE SCHMITZ: Aye.
 4 CHAIR DENT: Aye.
 5 Motion passes, 5/0. We will close the
 6 public hearing.
 7 The last part of this is is there a motion
 8 to move forward with the three bargaining unit
 9 letters as proposed in the board packet?
 10 TRUSTEE TONKING: I move the Board accept
 11 all three bargaining unit letters as provided in
 12 this board packet.
 13 CHAIR DENT: Motion's been made. Is there
 14 a second?
 15 TRUSTEE NOBLE: Second.
 16 CHAIR DENT: Motion's been made and
 17 seconded. Any further discussion by the Board?
 18 Seeing none, I'll call for the question.
 19 All those in favor, state aye.
 20 TRUSTEE TONKING: Aye.
 21 TRUSTEE TULLOCH: Aye.
 22 TRUSTEE NOBLE: Aye.
 23 TRUSTEE SCHMITZ: Aye.
 24 CHAIR DENT: Aye.
 25 Motion passes, 5/0. All right. That

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1 closes item -- oh yes. Thank you.
 2 There are some signatures that are needed
 3 from some of you on these forms. Thank you for the
 4 reminder.
 5 That will close out item G 1. Moving on
 6 to item F 7.
 7 F 7.
 8 CHAIR DENT: Review, discuss, provide
 9 feedback regarding the updated Board of Trustees
 10 frequently asked questions to be shared with the
 11 community and on the District website. Requesting
 12 chairman Trustee Matthew Dent. Can be found on
 13 pages 254 through 259 of your board packet.
 14 So, as the Board instructed, I worked with
 15 -- a few meetings back, I think this has been
 16 delayed a meeting or two. I did work with legal
 17 counsel on this, went back, viewed Zoom, added the
 18 comments that I believed followed all the
 19 recommendations of the Board, and the FAQs are in
 20 the packet. There are -- I believe there are three
 21 new FAQs from the first time we reviewed this, item
 22 13, item 14, and item 15. And so I will just ask,
 23 are there questions on items 1 through 12?
 24 Okay. Any questions on item 1?
 25 TRUSTEE NOBLE: I'm just going to say, at

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1 the outset, most of these, in my opinion, don't deal
 2 with IVGID operations. There are a couple that do,
 3 and I'll speak to those. But the rest, I feel, are
 4 more opinions or partial answers to what are
 5 considered the -- or touted as the rumors, and I
 6 think those are more geared towards addressing
 7 rumors involving the recall effort, and I just don't
 8 think we should be using government resources,
 9 IVGID's resources for personal, political purposes.
 10 Everybody at the dais here has their own
 11 platforms and can readily address them there, and I
 12 don't think we should be doing it on expending
 13 government resources for that as well.
 14 CHAIR DENT: So what's the issue with item
 15 number 1?
 16 TRUSTEE NOBLE: It doesn't deal with
 17 IVGID's operations.
 18 CHAIR DENT: Okay.
 19 TRUSTEE NOBLE: When this first came up, I
 20 gave the example that if we get questions in the
 21 winter, why hasn't IVGID plowed the streets? That's
 22 not our jurisdiction, so --
 23 CHAIR DENT: I do think that is a good
 24 one. I definitely will add it to the next one on
 25 here.

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1 I just see summer and the questions that
 2 are out there. I know everyone has a platform, but
 3 you still have people questioning why trustees -- or
 4 not all trustees live in Incline Village. And we
 5 know we all live here, so that's -- some of these
 6 aren't operational, some of these are addressing the
 7 concerns that are out there in the community that --
 8 like I said, this all came back in May when the
 9 three of us were asked to answer questions, and some
 10 of these are right out of those meetings, where I'm
 11 like, I never even heard that before. I have no
 12 clue, but let's try and address this.
 13 Because if you're asking those questions,
 14 obviously we got a feedback loop issue at the
 15 District, and I think we need to close that. And
 16 given that we don't have anyone that does that on
 17 the District's behalf, I feel like it's important
 18 that we address some of these.
 19 I understand your concerns about the
 20 operational component, and I think there is a lot of
 21 value and a lot of questions that we can add to
 22 this, and I envision the, say, FAQs on a website,
 23 being broken down either by operational or by
 24 department or however, so each has its own category.
 25 So if you want to go learn about the operational,

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1 here's the FAQs on the operations, there would be a
 2 whole list that someone could go look at.
 3 And I just see some of these going back to
 4 when I first started my tenure on the board, and
 5 there was, say, you know, so you want to be a
 6 trustee is one of the website pages that we set out
 7 to help understand what even those policies were and
 8 what future trustees should even look at.
 9 And a lot of that came from the lack of
 10 training back then. And it was trying to figure it
 11 out as you kind of go. I was six months in before I
 12 had my pool pack training. So, that is where some
 13 of these stem from.
 14 Our platform's either don't work, and
 15 that's why I feel like it's important for the Board
 16 to have a response to these. And based on our
 17 discussions, I went back, grabbed the information,
 18 had legal counsel review the, say, facts or the
 19 response, legal counsel edited and removed stuff
 20 that I had put in here.
 21 MR. NELSON: That's true. Although, there
 22 were some edits that I made that you didn't include,
 23 which I'm not saying is a wrong thing, but just for
 24 clarification.
 25 CHAIR DENT: There were some that we

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1 pivoted on a little bit, yes. But the final
 2 version, you did look at the -- you red-lined the
 3 final version and said, hey, there are some issues
 4 with these.
 5 And I believe I did remove any of those
 6 final concerns.
 7 TRUSTEE TONKING: Why don't you then just
 8 make it generic? What are the requirements to be a
 9 trustee, link the document.
 10 I feel like these are so biased, and I'm
 11 having a really hard time with a lot of them.
 12 CHAIR DENT: How is number 1 biased?
 13 TRUSTEE TONKING: It's not a true
 14 question. Just gives impartial information. I feel
 15 like, just be, like, what are the requirements to be
 16 a trustee, here you go. That's one. You can do
 17 that.
 18 CHAIR DENT: But we already have that.
 19 TRUSTEE TONKING: I know, so then just
 20 link it. If you want an FAQ sheet -- I just don't
 21 understand the purpose of this. I feel like this is
 22 very much a way to control different narrative
 23 discussions, and we're going to have to sit here and
 24 debate a bunch of these. Are we going to go down
 25 them one by one? Is that our goal here? What is

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1 our goal in the next hour?
 2 CHAIR DENT: That's what I just said,
 3 like, what's the issue with number 1?
 4 TRUSTEE TONKING: I think that, again,
 5 it's like we're just doing the same things. We're,
 6 like, individually picking certain things. Like,
 7 I'm fine removing number 1. I'm fine removing
 8 number 2. I'd remove number 3, and update some of
 9 the numbers in there because I think it's missing
 10 things. 4, I --
 11 CHAIR DENT: Hold on. Hold on. Hold on.
 12 I don't even know what you said about 1 and 2. What
 13 do you want to do -- you're fine how number 1 is
 14 written?
 15 TRUSTEE TONKING: No. I want to remove
 16 it. I want it gone. I don't want 1.
 17 CHAIR DENT: What's the issue with it?
 18 TRUSTEE TONKING: I just feel like --
 19 we're just picking small areas. I think your
 20 question really is: What are the requirements to be
 21 a trustee? Link that, we have that data, it's
 22 approved by IVGID as a whole.
 23 CHAIR DENT: Will you write that up and
 24 then find the links and attach it?
 25 TRUSTEE TONKING: Yes, I will.

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1 CHAIR DENT: Okay.
 2 TRUSTEE SCHMITZ: The intent -- I think to
 3 reiterate what Chair Dent just said, the intent is
 4 to address issues and questions that have come up in
 5 public comment because we can't do that.
 6 And one of comments that was made in a
 7 challenge was Trustee Tonking doesn't live in
 8 Incline Village. So it was to address concerns and
 9 issues that are being brought out by community
 10 members and providing at least answers to those.
 11 And what we were trying to do, especially
 12 for number 1, was to just be a bit more generic to
 13 say this is what it is.
 14 So, it's our opportunity, as a board, to
 15 provide responses to issue and questions that are
 16 being brought up during public comment.
 17 TRUSTEE TULLOCH: I think this is a very
 18 valid one. We heard the claim made tonight by
 19 somebody that was applying to be on a board
 20 committee that, do you guys even all live here?
 21 TRUSTEE TONKING: My point is, okay, well,
 22 I have no problem defending that myself. I don't
 23 need the Board to represent me, and I don't want to
 24 use District resources to represent me in that
 25 sense. Because that's not the -- I am fine using my

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1 own personal platforms, my own dialogue to do that
 2 myself. I don't feel --
 3 CHAIR DENT: Because earlier this year
 4 when you and I spoke, I addressed it publicly --
 5 TRUSTEE TONKING: And I think that's fine.
 6 You addressed it publicly in a comment. That's
 7 fine. I don't think we need them all laid out here
 8 like this is outstanding FAQs. And I think some of
 9 these --
 10 CHAIR DENT: So how do you address all the
 11 lies and rumors that circulate if no one's going to
 12 address it?
 13 TRUSTEE TONKING: I don't think that these
 14 are actually holistic. So we're going to sit here
 15 and debate each one of these? Is that our goal?
 16 Because there's a bunch of dialogue I think is
 17 missing in these.
 18 CHAIR DENT: And this is your first time
 19 to actually have input on these because you weren't
 20 at the last meeting when we discussed this.
 21 TRUSTEE TONKING: And I feel like a lot of
 22 these are even coming out of campaign things. Like,
 23 some of these answers came directly out of what the
 24 Republican Women sent out. Like, I can cross it
 25 word-for-word on some of those. I don't how you

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1 guys got here, but I just feel like this is feeling
 2 uneasy to me.
 3 So if we can walk through some of them,
 4 but I just don't know -- maybe we do a workshop on
 5 this if this is --
 6 CHAIR DENT: So, I don't know about the
 7 Republican Women, I'm not a part of that group, I
 8 don't attend.
 9 These have been in the board packet for --
 10 TRUSTEE TONKING: But this came out before
 11 the board packet. That newsletter came out before
 12 the board packet, and a lot of these were stated in
 13 there. And it was in response to the petition.
 14 CHAIR DENT: Two months ago?
 15 TRUSTEE TONKING: Yeah, it was like two
 16 months ago.
 17 TRUSTEE SCHMITZ: May I make a suggestion
 18 that -- can we just ask people to provide you input
 19 and suggestions, and if you want certain things
 20 changed -- we've reviewed these. And I know,
 21 Trustee Tonking, you weren't able to be here -- and
 22 we did make some considerable changes based on our
 23 discussion during that meeting. Perhaps, there's an
 24 opportunity for you to provide what you want for
 25 edits to that section.

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1 I have a comment on number 13. It's just
 2 a suggestion. We -- on number 13 where it says
 3 "solid waste and recreational services," it's
 4 actually recreational facilities, but as legal
 5 counsel has identified in 318 100, we do have the
 6 authority to provide services, which would be
 7 programming, as it relates to recreational
 8 activities. So, that would be my suggested
 9 clarification on 13.
 10 CHAIR DENT: Okay.
 11 TRUSTEE TULLOCH: I hear this and I see
 12 various things. I see comments on social media
 13 that, well, the Board -- trustees under recall
 14 shouldn't be allowed to reply.
 15 I think trustees can make their own
 16 decisions on that. And this is nothing to do with
 17 platforms.
 18 Virtually, all these questions, these
 19 rumors here have been brought up in public comment,
 20 recorded on Livestream, spread out to the community
 21 through that, various others have approached me
 22 saying, the Board's broke, we're going to have to
 23 sell the beaches and things.
 24 Well, no. And I think it's perfectly
 25 valid for the Board to respond to these complaints.

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1 This is not an election hearing; this is just
 2 providing facts. And some people don't like facts,
 3 some people want their own facts, but I think if
 4 these are not factual, fine, but I believe they're
 5 factual.
 6 It's not election year, I think it's up to
 7 the Board to calm some of the fears in the community
 8 as well.
 9 CHAIR DENT: There's no election going on
 10 right now.
 11 The idea is to be able to give staff
 12 information so they can be responding on our behalf.
 13 And most public agencies do this. They have a PIO,
 14 they'll have someone in marketing that's able to
 15 send questions to a certain area so then you don't
 16 have rampant, like, rumors out there just swirling.
 17 And so the idea is to work through this,
 18 to give Kary information, give General Manager
 19 Bandelin enough information so then they can just
 20 say -- they see a comment online, here it is. The
 21 Board's talked about it, here's some information on
 22 it.
 23 It's supposed to be used as a tool to
 24 build upon this. And then as we discussed with the
 25 FlashVote training we have -- or the Government

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1 Sciences training that we have on Monday, the FAQs
 2 and the ombudsmen component that they have in there
 3 could help us with even building upon this process.
 4 TRUSTEE NOBLE: So the only two that I
 5 would support are number 3 and 13. And with number
 6 3 regarding the vacancy rate, I think it should be
 7 titled: What is the current vacancy rate for full
 8 time, year round, benefited positions.
 9 And then probably list those positions
 10 because they might be informative for folks.
 11 But that figure does not include seasonal.
 12 And talking with Director Feore, it's very difficult
 13 to quantify seasonal because they're always hiring
 14 seasonal. And you would have to do more full-time
 15 equivalents, because you could have, on staff, 25
 16 lifeguards, but if they can only work four hours a
 17 week, you're not filling all the lifeguard slots
 18 each week.
 19 And so in talking with her and going
 20 around a few times, it was going to be very
 21 difficult to quantify that because there's ebb and
 22 flow as well in each season.
 23 So, I would be fine with that, as long as
 24 it's clarified that this is only with the 140, year
 25 round, full time, benefited positions.

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1 And with regards to number 13, I like the
 2 change that Trustee Schmitz had suggested.
 3 But the rest are all open for debate, and
 4 I think it's -- if the majority wants to use this as
 5 a political platform, that that's their vote, but
 6 I'm not going to be a part of that.
 7 CHAIR DENT: How would you change number 1
 8 so it's not open to debate? I'm trying to
 9 understand where you're coming from with it because
 10 I read this and I go, not all trustees live in
 11 Incline Village. Fact, it is a requirement to live
 12 in Incline Village to be a trustee. When trustees
 13 are unable to personally attend due to travel and
 14 conflicts, the Chair is informed as whether the
 15 trustee will attend virtually or will be absent.
 16 Per Policy 3.1.05, when using virtual
 17 technology, so long as adequate internet service,
 18 the trustee must be on camera to qualify for voting.
 19 So, like, what in there is not true?
 20 TRUSTEE NOBLE: So what you do is, you
 21 say, what is the requirement to be trustee, and we
 22 provide those. Otherwise, you're trying to address
 23 a rumor that's out there, and all we're going to be
 24 doing is playing Whac-A-Mole and picking the various
 25 rumors that are out there. And as soon as you

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1 address one, it's going to pop up slightly different
 2 over here, and it's just going to be this endless
 3 rabbit hole that we're going down.
 4 CHAIR DENT: So what I hear you saying is
 5 you don't disagree with how this is written.
 6 Because I asked you: What do you disagree with
 7 that's written in here that is not factual? And you
 8 didn't say anything.
 9 TRUSTEE NOBLE: You are asking me how I
 10 would fix it, and I answered you exactly how I would
 11 fix it.
 12 CHAIR DENT: Help me understand what's not
 13 factual about what's written there. I'm just trying
 14 to understand how you can debate that something in
 15 here isn't factual, but you can't tell me what it
 16 is.
 17 TRUSTEE NOBLE: What you are saying when
 18 you are addressing a rumor, that certain board
 19 members do not live in the district, and you are
 20 addressing how the Board deals with trustees when
 21 they are not present, that doesn't get to what does
 22 it require to be trustee. Again, you're going to
 23 rumors. And there's going to be -- there's going to
 24 be another rumor about trustee qualifications,
 25 that you're going to have address that.

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1 So why not just have all of the
 2 qualifications, from they have to live here and meet
 3 all these requirements, not just the element of what
 4 it takes to be a trustee. I think that's more
 5 encompassing if were going to do this.
 6 But, again, why are we doing this? This
 7 is, in my opinion, a waste of our time and effort.
 8 And we should be getting back to what we're supposed
 9 to doing is overseeing the District, and this is not
 10 doing it.
 11 CHAIR DENT: Okay. I definitely think
 12 that addressing rumors as a board and addressing the
 13 rumor mill that's out there, that no one is
 14 addressing from the Board, is a good way to get
 15 clarification out there.
 16 TRUSTEE TULLOCH: Yeah. I agree because
 17 we hear all these claims made in public comment, and
 18 a lot of those are taken as there. We don't have to
 19 opportunity to respond. In fact, then we have
 20 public comments, why is the Board not responding to
 21 these things?
 22 I think if it's, as Trustee Noble says, it
 23 becomes Whac-A-Mole, I think it's great because we
 24 build an even bigger portfolio of answers that
 25 people can go through. If you have an ombudsman or

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1 whatever, it gives a full listing of things.
2 I don't hear many people asking, what does
3 it require to be trustee? But I hear these
4 accusations made, again, even made tonight, well, do
5 you guys even all live here?
6 Well, yes, I've lived here for 17 years,
7 and full time for 17 years. So I think it is -- I
8 think it's great if you can dissect them and break
9 them down. That's the normal process for FAQs. I
10 don't know -- I have -- I get really frustrated, you
11 go to websites that have FAQs and it's just so
12 general, it's worthless.
13 Having the details is way more effective.
14 TRUSTEE TONKING: My question is what is
15 our process? So every single public comment that
16 comes in here, are we going to create an FAQ for?
17 Because now I feel like we're picking and selecting.
18 So, if that's the case --
19 CHAIR DENT: I think if a trustee wants to
20 bring it forward, we discuss it, and then we can put
21 it on our -- just like you had an item, item 15 is
22 an item you put on here: Who determined that our
23 recreation passes should be shown everywhere? It
24 was the Board of Trustees, not staff.
25 And an example is is this response, we

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1 few months with everything that's wrong at the
2 District. And then the stuff that's wrong, aren't
3 rumors, and is it's not true. And it's like, hey,
4 guys, we need to try and put a little bit of clarity
5 to this because it's just become -- you go walk
6 around and hear what's going on, and we're selling
7 all the District assets now, and the District's
8 bankrupt. These are what people are saying out
9 there. It's nuts. So, we know that's not true.
10 And we have so much money that we don't
11 need to be collecting as much with the rec fee and
12 that's why we were all in favor of that.
13 Like, I'm trying to use this as a starting
14 point so we can communicate better with our
15 constituents, because if you say we all do it
16 individually and can, then I would say we all fail
17 at that because some of these things that are out
18 there, you keep -- like number 2, there are ethic
19 violations by trustees? I don't know of any. I
20 don't know how this isn't, like, factual. Even send
21 them to the ethics -- I don't even know -- like, I
22 don't have an ethics investigation that's going on
23 by me, but everyone likes to bring it up.
24 I think it's that that we point people to
25 go to the flow chart, here's the process, and work

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1 probably need to add more to it.
2 TRUSTEE TONKING: So then we're going to
3 go through all of the emails and all of these
4 correspondence that comes in, and we're going to
5 select all of those questions, because if we don't
6 prove that they're different, then all that is
7 saying is that we're validating them as true.
8 So, that's how I feel. That's the
9 perception that's coming off. Also, I feel like a
10 lot of these are half facts, like, you're giving
11 half of the facts. Are you allowing rebuttals? So,
12 for us who don't agree or feel like this is the
13 correct answer, do we then, like, get to rebuttal or
14 we just passing it on half basis? Like, we're
15 not -- it's just majority rules?
16 Like, I just feel it like this is a really
17 bad rabbit hole we're going down.
18 CHAIR DENT: And maybe this does become a
19 discussion with our training on Monday, is how we
20 would take this process -- we've never had to deal
21 with this before, we've never had just rumors
22 circulating out in the community.
23 (Inaudible cross talk.)
24 CHAIR DENT: Okay. We haven't had stuff
25 to the extent that we're experiencing in the last

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1 through that.
2 TRUSTEE TONKING: Again, I don't have any
3 problems with number 2. Like, if we're going to go
4 by each one, number 2, though, I think you have to
5 make sure that someone is updating this every single
6 time that we know -- like, and how do we guarantee
7 that that's updated in a timely manner?
8 CHAIR DENT: Maybe we just put a date to
9 this, like, as of this date.
10 TRUSTEE TONKING: And I would like a
11 process for this. Maybe we jumped too far deep and
12 need to backtrack.
13 CHAIR DENT: I think very first time I
14 brought this up, I said, "Here are just some
15 suggestions that I've been hearing, and I've been
16 hearing these for months, and I don't know how to
17 address it. And maybe it's an ombudsman, maybe it's
18 us working through FAQs."
19 And that's why I said a couple of times,
20 "Perhaps we take this to our training as something
21 that our consultant can help us address, given that
22 there's an ombudsman service that they have and they
23 can help us vet these a little bit better or
24 encourage a process that we follow."
25 We don't have a PIO that helps us, and our

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1 marketing team doesn't run out and address some of
 2 this stuff that's out there, and if it doesn't, it
 3 just kind of festers and grows and all of a sudden
 4 it's a fact when it's not fact. But it got said a
 5 thousand times, so it must be true.

6 TRUSTEE SCHMITZ: From my perspective, I
 7 think defining a process, but it seems like there
 8 has been a bit of process because Trustee Tonking
 9 added something.

10 And I just have a question for the one
 11 that you added. So I just have a question on that.
 12 It says that the Board of Trustees, not staff,
 13 required all Picture Passes. I know that all the
 14 venues -- I mean, I've stopped at the Chateau
 15 yesterday, and I see that they have posted that you
 16 have to show it, you either have to show it or have
 17 it on your phone. So that's consistent with what is
 18 at the beaches.

19 But what I did notice is that in Ordinance
 20 7, the only place in Ordinance 7 that it actually
 21 states that you have to show your pass is in the
 22 section about the beaches. There's nothing in
 23 Ordinance 7 that talks about any of the other venues
 24 as it relates to the passes.

25 So when it talks about the Board required

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1 this, I just don't know when that happened, and if
 2 there was some moment in time. But in reality,
 3 perhaps, that is something that should be clarified
 4 in Ordinance 7, because it's only under the beaches
 5 right now.

6 TRUSTEE TONKING: So this came about
 7 during our golf discussion in the budget, and that
 8 was mentioned during that. And the reason it came
 9 up at The Grill and the reason that's happening is
 10 individuals with Picture Passes, at times, are upset
 11 that they may not have their Picture Pass or their
 12 phone, and then instead of tipping staff because of
 13 their ten percent, we'll only tip staff the ten
 14 percent difference instead of doing a higher tip.

15 That's how this issue came up.

16 CHAIR DENT: General Manger, is there a
 17 SOP for how staff goes and administers these
 18 discounts at each of the venues? I'm assuming
 19 having a Picture Pass or looking up is something
 20 that's required by our process. At ski, you could
 21 probably speak to that.

22 MR. BANDELIN: Yes. I'll chose the latter
 23 that I cannot sit here and resite. The standard
 24 operating procedure for showing pass and receiving
 25 discount, it's probably different at each venue.

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1 Why don't you give me some time to come back with a
 2 report of, possibly, what we practice, and that
 3 would give some consideration to the Board if
 4 there's any changes to the current practice.

5 CHAIR DENT: Thank you for that
 6 clarification.

7 TRUSTEE SCHMITZ: And I believe -- I'm
 8 going from memory, but as it relates to the beaches,
 9 I think the policy -- and it might be more of a
 10 standard operating policy -- is that they only allow
 11 somebody to do a lookup once, because it's time
 12 consuming for staff, especially at the beach booth.

13 So, I don't know. It might be different.

14 But I did go look it up, and it's interesting that
 15 the only place that it says that you have to show
 16 your pass is under the section for the beaches.

17 TRUSTEE TULLOCH: When did the Board
 18 request this? And which board?

19 TRUSTEE TONKING: As part of our golf
 20 conversation. I answer that a second ago.

21 TRUSTEE TULLOCH: Absolutely. But when
 22 was this requested by the Board and which board?
 23 We're saying here it was requested by the Board.

24 TRUSTEE TONKING: I just said, during our
 25 golf conversation, which was this board. We did it

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1 two months ago. It was part of it, making sure that
 2 we show our Picture Passes at those venues. And I
 3 can pull the minutes if that's helpful, and link
 4 them, if that helps as well.

5 TRUSTEE TULLOCH: Yeah. Okay. I don't
 6 recall it.

7 TRUSTEE SCHMITZ: I think what's most
 8 important is what it is across all of the venues. I
 9 think that's for consistency purposes.

10 TRUSTEE TONKING: That's how people solve
 11 that, which is a great question.

12 CHAIR DENT: That and if it is something
 13 we should have in the Ordinance, maybe we need to
 14 make notes of that, and when we do update the
 15 Ordinance in the fall -- or start that process in
 16 the fall, perhaps, that's when we do make a change
 17 so it is clear.

18 Okay. Are we okay taking this and
 19 providing this to Government Sciences and showing
 20 them where we started, and, perhaps, they give us
 21 some feedback on how we -- what the process would be
 22 for something like this, and the next steps?

23 TRUSTEE NOBLE: I'm fine with continuing
 24 discussion with them.

25 CHAIR DENT: Everyone on board with that?

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1 MR. NELSON: Chair, just an Open Meeting
 2 note on that. That would not occur during your
 3 training on Monday because your training on Monday
 4 has not been agendized. And that's okay because it
 5 is a situation where you're not deliberating towards
 6 a decision in which you have jurisdiction, control,
 7 or anything that would qualify it as a meeting under
 8 the Open Meeting Law.
 9 To the extent we're looking for their
 10 feedback specifically on these FAQs, which clearly
 11 are within your jurisdiction, scope, and control,
 12 that, my recommendation, would be brought back at a
 13 future board meeting, either a regular board
 14 meeting, or if the Board was interested in exploring
 15 a workshop -- that had been requested -- you can
 16 consider that as an alternative.
 17 CHAIR DENT: Understood.
 18 And I'll just add that by saying give
 19 these to Government Sciences, I'm just -- generally
 20 speaking, the process that, you know, what's the
 21 best practice for that? Because I don't know. I'm
 22 not going to pretend like I know.
 23 MR. NELSON: I apologize. It wasn't as
 24 much -- my comment was as much directed to the Board
 25 as it was to the members of public who may be

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1 watching. And I didn't want to see an Open Meeting
 2 Law complaint.
 3 CHAIR DENT: Understood. Okay.
 4 It is 10:22. Item F 8, so I do need to
 5 leave at 11:00, and we do have public comment and we
 6 do have to go through the treasurer's report.
 7 Do we bring back item F 8 and just make it
 8 the first item on the agenda? We pushed this twice
 9 now. Is that fair? Everyone okay with that? That
 10 will be the first item on the agenda at the next
 11 meeting.
 12 (Inaudible cross talk.)
 13 CHAIR DENT: Yes, because we pushed it
 14 twice. All right. That closes out general
 15 business.
 16 H. REPORTS TO THE BOARD
 17 CHAIR DENT: Moving on to item H 1.
 18 H 1.
 19 CHAIR DENT: Treasurer's report. Can be
 20 found on page 367 of your board packet.
 21 TRUSTEE TULLOCH: Thank you, Chair Dent.
 22 You will see the checks there, the major
 23 checks that have been issued in the past month.
 24 Product Excavation is working on one of
 25 the new water main projects. Granite Construction

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1 is obviously for the effluent pipeline. First
 2 Nonprofit is the standing payment for the HR
 3 services. North Lake Tahoe Fire Protection have
 4 been doing a lot of precutting and various different
 5 other things at parks and to do its own capital
 6 projects.
 7 I understand -- I asked for some
 8 clarification because I know we have 100,000 in the
 9 public works project and 100,000 in the community
 10 services budget for tree cutting for North Lake
 11 Tahoe Fire Protection department. I wasn't sure
 12 whether these were actually just interim grants and
 13 then the work was paid separately.
 14 I understand from interim Finance Director
 15 Magee that the 200,000 is the global sum that's
 16 there and these charges are charged -- I think some
 17 of them are charged to capital projects as well.
 18 I will admit to I haven't seen a hundred
 19 percent clarity on that.
 20 CHAIR DENT: Any questions?
 21 TRUSTEE TONKING: Just on that North Lake
 22 Tahoe Fire Protect District question. Is that -- we
 23 don't know if it's part of that fuel is 200,000 that
 24 we approved. Is that what you're stating?
 25 TRUSTEE TULLOCH: Correct. Because some

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1 of it is showing against capital projects and things
 2 as well. So I'm not quite sure if it's in the
 3 budget, but it may well fit in the public works
 4 budget. I think General Manger Bandelin can confirm
 5 that.
 6 MR. BANDELIN: I think what you're asking
 7 is would be, like, a staff report that would -- in
 8 the treasurer's report specifically for those items
 9 that we would say, this many hours were conducted
 10 for forest treatment or prescribed or prescription
 11 or something of the fuels management.
 12 And then I know we do a report at the end
 13 of the year, and it should probably come to the
 14 Board, we could include it in the general manager
 15 report, of what the fiscal year impact was according
 16 to budget of the amount of hours worked or maybe a
 17 map of what the prescription was or the treatment
 18 was.
 19 TRUSTEE TULLOCH: No. I may not have
 20 clarified it very well. I think, yeah, that would
 21 helpful to see that. I was concerned because I
 22 recall in previous years the allocation to North
 23 Lake Tahoe Fire Protection department was in form of
 24 a grant, and I'm happy to hear that this is,
 25 basically, decremented off the amounts that have

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1 been budgeted.

2 As I seem to recall being back a few

3 years, we actually just give a grant to North Lake

4 Tahoe Fire Protection department. I may be wrong,

5 but I think I'm correct on that.

6 TRUSTEE TONKING: I think you're correct.

7 I don't about know that part, I just remember that

8 we approved \$200,000, and so that was versus -- and

9 they were going to bill us based off that.

10 So I think that helps, maybe.

11 TRUSTEE TULLOCH: That's fine. Yes, it is

12 decremented. I was wanting to make sure we weren't

13 double dipping or anything there.

14 CHAIR DENT: Any other questions?

15 All right. Seeing none, that will close

16 out item H 1. Moving on to item H 2.

17 H 2.

18 CHAIR DENT: General Manger's report. It

19 can be found on page 368 through 374 of your board

20 packet. Are there any questions for General Manager

21 Bandelin? No questions?

22 You got off easy this time.

23 TRUSTEE TULLOCH: I will just make a

24 comment: I like the new format of the report with

25 the different sections. It makes it very helpful

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1 CHAIR DENT: Long range calendar, 375

2 through 381 of the board packet. I would just ask

3 -- the list is getting really long, and what I'm

4 talking about is the parking lot items, so if you do

5 have a parking lot item with your name next to it, I

6 would suggest emailing Ms. Herron to have those

7 items removed, if they need to be removed.

8 And then if we need to start placing them

9 on the parking lot, we don't have to do it tonight,

10 but let's talk about that, and let's plan on doing

11 that at the next meeting to get some of these

12 placed. And if you read through them, some of them

13 look like, perhaps, we've already done it. That's

14 why I'm saying just check through your items.

15 TRUSTEE TONKING: I have one item in the

16 parking lot, and I was hoping we could put it on the

17 September 13. That's to discuss additional

18 training. And I figured that would be after we have

19 done both the trainings with our current group, and

20 seeing, maybe, if there was areas that were missing

21 that we might need to address.

22 I would like to put it on September 13th,

23 if possible.

24 CHAIR DENT: All right. Issues with that,

25 anyone?

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1 rather than just having a table. I think the text

2 from each different group is very good. Thank your

3 team for that.

4 MR. BANDELIN: You'll probably see some

5 continued refinement on this to make it a little bit

6 more accessible to gather the information.

7 On page 370, within public works, though,

8 I just did want to mention that phase 1 of the

9 export effluent line project, that will resume on

10 September 9th, and most likely, of course, finish

11 the excavation portion per the permits with TRPA,

12 but it will probably complete the entire phase of

13 the project in the first week of November. Just

14 wanted to add that in there.

15 And then if there's any more questions,

16 I'd be happy to --

17 CHAIR DENT: Anything else come to mind

18 for the General Manger? All right. I don't think

19 so.

20 That will close out item H 2. Moving on

21 to item I.

22 I. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS

23 CHAIR DENT: For possible redaction,

24 there's nothing in there. Moving on to item J 1.

25 J. LONG RANGE CALENDAR

200

1 TRUSTEE SCHMITZ: I had requested the

2 skate park, maybe it's on the parking lot somewhere,

3 but I know this is a project that's important, but I

4 don't see it on the long range calendar. If we

5 could please get that added.

6 The other thing I asked for was to have a

7 discussion of our five-year capital plan. I feel

8 that that discussion is really important, especially

9 now that we've got the Capital Committee, and I

10 don't see that either. It might be on the parking

11 lot, but it was requested to be on the calendar.

12 CHAIR DENT: Mr. Bandelin talked about

13 that at the last meeting. If that's something we

14 can plug in for September 13th, does that work?

15 Okay.

16 TRUSTEE TULLOCH: Can I suggest, there's a

17 couple of these things there that -- like I see --

18 the one that gets me is for the strategic plan,

19 which the Moss Adams report will include that.

20 I also see another one, and I think

21 that'll also address some of the capital planning as

22 well. Let's see what comes out of the Moss Adams'

23 draft prior to that.

24 TRUSTEE TONKING: Then I think the All You

25 Can Play Golf Pass review, I think, put as like a

201

1 recommendation from that November meeting. So that
 2 will get off the parking lot there.
 3 TRUSTEE SCHMITZ: Snowflake Lodge, would
 4 that be something that we cover in our discussion on
 5 the five-year capital plan? I think there's some
 6 things that we can clean up.
 7 TRUSTEE NOBLE: Just for the September
 8 13th meeting, I will not be participating either
 9 virtually or in person, due to a prior obligation.
 10 CHAIR DENT: Understood.
 11 Anything else? If you see some items in
 12 there that need feed to be removed that were yours
 13 or you think we already talked about, then
 14 coordinate with Mr. Herron. I'd like to start
 15 moving the parking lot to the long range calendar.
 16 (Inaudible cross talk.)
 17 CHAIR DENT: Yeah, we need to talk about
 18 that. We'll put an item on the agenda for next the
 19 meeting to discuss what the town hall topics we
 20 should be discussing, and then there are a lot of
 21 rules that go with it. Josh is going to get nervous
 22 about us talking about that.
 23 General Manager Bandelin, I think we're
 24 good on this item, unless you had anything else to
 25 add.

202

1 MR. BANDELIN: It's not on the 30th
 2 meeting, but staff is willing do bring the OPCC of
 3 the export effluent line, GMP 2 report, no action
 4 item, to the Board on the 30th.
 5 CHAIR DENT: I think that's appropriate.
 6 We had it on in the draft agenda, we pushed it off,
 7 and we put that on the 30th. Yes.
 8 MR. BANDELIN: I would like to inform the
 9 Board that the fourth quarter budget update and the
 10 CIP popular status report, I'll be moving those to
 11 the 27th meeting. As you probably just heard
 12 through some of the conversations that we probably
 13 wouldn't be ready with the close of the end of June,
 14 but within the pack materials being due by the 21st
 15 for the 30th meeting.
 16 And I'll just inform the Board that last
 17 year, calendar year, we brought that fourth quarter
 18 and the last meeting in September.
 19 So, if you're okay with that, we'll make
 20 those changes to the calendar.
 21 CHAIR DENT: One last item that I just
 22 thought of.
 23 Legal counsel, can we have an item to
 24 address the public comment and the suggestion of
 25 limiting public comment when folks come in here?

203

1 MR. NELSON: Yeah. Absolutely. When
 2 would you like that? Just so I can make sure.
 3 CHAIR DENT: Can we put that on the 30th?
 4 We heard several pubic comments tonight, and I feel
 5 like that's a way to address this, hear it from you,
 6 whether it's -- that would be a report to the Board,
 7 is that how you envision that?
 8 MR. NELSON: Yeah, it could be a report to
 9 the Board. I think there's probably benefit in
 10 having a staff report included in the packet, just
 11 so there's something in writing for people to review
 12 in advance.
 13 CHAIR DENT: Understood. Fine with that.
 14 TRUSTEE TULLOCH: Just for the August 30th
 15 meeting, the previous meeting H 8, I think I'm not
 16 quite sure what that -- I don't follow that. But
 17 Moss Adams will be bringing their report to the
 18 August 30th meeting.
 19 MR. BANDELIN: That's correct. It was on
 20 this night's long range calendar for this meeting,
 21 and then we found -- during the long range calendar
 22 report last meeting, it was advised to move that to
 23 the 30th.
 24 TRUSTEE TONKING: I think that previous
 25 action is what we just voted on -- or we voted this

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1 morning as F 1. It was the RFP that we had
 2 originally -- it was H 8 on last week's and then we
 3 moved it. So we don't need to have that. That one,
 4 I think is good. We dealt with it as F 1 today.
 5 TRUSTEE SCHMITZ: On here, we talked about
 6 doing -- on the parking lot, doing a survey of the
 7 IVGID magazine. But it seems like, didn't a survey
 8 go out? So there is a survey.
 9 Could we just have on agenda to review the
 10 survey results, or just, at least, just have it,
 11 like, as a report to the Board or something?
 12 Because we're discussing IVGID magazine advertising
 13 and there was something else about IVGID magazine.
 14 That was done, and I'll remove that from
 15 the parking lot.
 16 CHAIR DENT: You want a report to the
 17 Board when the survey results come in?
 18 TRUSTEE SCHMITZ: It was a staff survey
 19 that that circulated, asking questions about the
 20 IVGID magazine and how often people read it and
 21 whether they want it mailed to them. It does
 22 address this particular item. It went out just a
 23 few weeks ago.
 24 TRUSTEE TONKING: It was still open last
 25 week.

205

1 CHAIR DENT: I think that's great. And I
 2 would say the same for the FlashVote survey results,
 3 we just put them in as a report so we have them.
 4 Anything else? Okay. We're closing out
 5 the long range calendar, item J 1. Moving on to
 6 Board of Trustee updates.
 7 K. BOARD OF TRUSTEE UPDATES
 8 CHAIR DENT: Any updates by the trustees?
 9 TRUSTEE TULLOCH: Myself and Trustee Noble
 10 and acting Director Nelson and Hudson met with
 11 Granite regarding the effluent pipeline, the latest
 12 progress on the OPCC on Monday.
 13 We're still apart. We made very strong
 14 indications to them that we are still not satisfied
 15 with the result coming. But there has been some
 16 progress, there has been some movement, but we're
 17 still keep -- still want to see further reductions.
 18 CHAIR DENT: Understood. I look forward
 19 to the Board seeing what you guys had already worked
 20 through.
 21 TRUSTEE SCHMITZ: I have my contracts
 22 report to the Board. I believe that this is also
 23 posted on the District's website. And we're
 24 improving. We're getting better.
 25 One email, I had four different contracts

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1 to review, and one of four required some
 2 modifications.
 3 So I think we're getting better. I'd like
 4 to see it to the point where they're just going
 5 through without revisions required, but they are
 6 using a new template, and that seems to be going
 7 really well.
 8 I am tracking everything that I'm
 9 overseeing -- reviewing in between board meetings.
 10 CHAIR DENT: Understood. Thank you for
 11 the update on that.
 12 Josh, thank you for the training that has
 13 been going for several months on that.
 14 And thank staff for taking this seriously
 15 and engaging and making progress. It's awesome.
 16 Anything else, trustee updates? No.
 17 Okay. That will close out item K. Moving on to
 18 item L.
 19 L. FINAL PUBLIC COMMENT
 20 CHAIR DENT: We have two via Zoom, then
 21 Mary Todd.
 22 MS. TODD: Hi. My name is Mary Todd. I'm
 23 glad to have a chance to speak to you this evening
 24 and to listen to the board meeting tonight.
 25 I wanted to voice my support for all of

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1 the Board. And I voted for fiscal responsibility
 2 and transparency in government, which you are
 3 providing, and for serving the general public at
 4 large. And getting away from some of the special
 5 interests that I think a lot of us have seen served
 6 more greatly in the past. There's been a lot of
 7 progress made, and it is appreciated by the
 8 community.
 9 As a voter, every one of you was voted
 10 into office, except for you, and I have great
 11 respect for that.
 12 I am deeply concerned by the nastiness and
 13 the lies that are being spread around the recall.
 14 And I just want you to be encouraged as individuals,
 15 those who are affected by this, and also the entire
 16 Board to be encouraged that that are people like me,
 17 most of us, I am positive, respect democracy, the
 18 job that you're doing for our community, the
 19 investment in your time that you make for all of us,
 20 it is appreciated by a lot of people. And I
 21 appreciate the opportunity to voice that.
 22 Thank you.
 23 MR. WRIGHT: Frank Wright, Crystal Bay.
 24 I have been disturbed all evening. I've
 25 listened to the board meeting, and you guys did a

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1 wonderful job tonight. The interaction with the
 2 Board members was positive.
 3 One thing that really bothers me, and I
 4 think Ms. Todd just hit on it, the lies. The lies.
 5 The false statements. The things that are put out.
 6 Well, let me tell you, the recall petitions are
 7 nothing but a pack of lies. There isn't any truth
 8 in any of them. How in the world you can have a
 9 recall by putting false statements in the top of the
 10 petition, having people look at it and think that
 11 it's true because it's on the recall, and then
 12 having people sign their name to it. And can't wait
 13 to get these people out based on a pack of lies.
 14 Well, Mr. Callicrate tonight made a
 15 statement, and I listened to his statement very
 16 carefully, everything he said was a lie. It's not
 17 true.
 18 The things he said about Secretary of
 19 State approved and verified all the pack of lies
 20 that he put at the top of that recall petition,
 21 signed his name, and became a participant in it,
 22 well, he better think twice about what he put on
 23 that thing. Because if it is a pack of lies, which
 24 it is, he's responsible for it.
 25 And there's an NRS statute, 306.210, that

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1 says if you put phony statements on a recall
 2 petition, you're liable, up to ten years in jail,
 3 which is a common thing for Mr. Callicrate.
 4 But to put these things out there and to
 5 lie like these people are lying -- and you Board
 6 members tonight were talking defusing some of the
 7 false statements and things that are flying around,
 8 well, look what happened to me. I had a lady come
 9 and sit there and tell me and tell you that I was
 10 stalking her today, and she's very concerned about
 11 it. I don't know who this lady is. I have no idea
 12 where she lives. And I was with my daughter.
 13 But yet she made that statement, in
 14 public. It's a lie. A flat-out lie.
 15 Said that I harassed these people at the
 16 petition table. Well, like I said, I happen to have
 17 a trustee on line, heard everything. It's a lie.
 18 These lies have got to be defused. You've
 19 got to stop this stuff that's going on here. These
 20 people that are putting out this petition are going
 21 to the neighborhoods and they keep on passing on
 22 lies and more lies and more lies, saying that the
 23 trustees are going to kill all of our venues,
 24 they're going to sell everything off.
 25 You know, you have to protect yourselves,

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1 Trustees. You've got to have a way in which to
 2 defuse these lies and these false statements and
 3 these self-serving things that are coming out.
 4 This petition for a recall is a joke. And
 5 I think it's going to be dealt with. And I think
 6 the truth is going to come out.
 7 But in the meantime, look --
 8 (Expiration of three minutes.)
 9 MR. DOBLER: Cliff Dobler, 995 Fairway.
 10 I wanted to get your attention that
 11 somebody should look at practice 2.11.0, investment
 12 management. My concern is that \$49.5 million in
 13 cash, and the management is supposed to bring a
 14 quarterly report on how that money is invested.
 15 I don't think we've ever seen one, and if
 16 we had, it's been over a year. You should look at
 17 that.
 18 Number two, I think you all should be
 19 aware about your condition of your general fund. At
 20 the beginning of June 30th this year, it's estimated
 21 you have 5.3 million in it; however, during the
 22 year, you will have expenditures exceeding the
 23 revenues by \$2.5 million, so your ending budget will
 24 be 2.6 million, a decrease by almost 50 percent.
 25 So if you go in -- and that's basically

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1 because you added the parks to the general fund. So
 2 the parks alone are 2.7 million, and there's nothing
 3 you can generate in revenues to close that gap on
 4 what it costs parks to operate.
 5 So if you go out one year until 2024, you
 6 will find out that if you apply the parks and what
 7 you are spending in 2024, at the end of the year
 8 next year, 2025, I guess that would be, you are
 9 going to be flat broke, you'll have less than 300
 10 grand.
 11 So I think this is not sustainable, of
 12 course, and I see no way that you can fix. And I
 13 don't know how we got in this position, and
 14 somebody's got to come up with ideas of how you
 15 would raise revenues in a general fund, which is all
 16 taxes, to fund something that cannot generate any
 17 revenues that average about \$2.7 million a year.
 18 So with that, I gave you guys a couple of
 19 things to think about. Thank you very much.
 20 CHAIR DENT: Thank you, Dr. Dobler.
 21 Do we have anyone else?
 22 MR. GOVE: We do not.
 23 CHAIR DENT: All right. That will close
 24 out final public comment.
 25

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1 M. ADJOURNMENT
 2 CHAIR DENT: The time is 10:47, we are
 3 adjourned. Thank you.
 4 (Meeting adjourned at 10:47 P.M.)
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1 STATE OF NEVADA)
2 COUNTY OF WASHOE) ss.

3

4 I, BRANDI ANN VIANNEY SMITH, do hereby
5 certify:

6 That I was present on August 9, 2023, at
7 the Public Meeting via Zoom, and took stenotype
8 notes of the proceedings entitled herein, and
9 thereafter transcribed the same into typewriting as
10 herein appears.

11 That the foregoing transcript is a full,
12 true, and correct transcription of my stenotype
13 notes of said proceedings consisting of 213 pages.

14 DATED: At Reno, Nevada, this 20th day of
15 August, 2023.

16

17 /s/ Brandi Ann Vianney Smith

18

19 BRANDI ANN VIANNEY SMITH

20

21

22

23

24

25

INVOICE

Brandi Ann Vianney Smith, stenography services

BAVS SM-LLC
United States

BILL TO
Incline Village General Improvement District
Susan Herron

775-832-1218
AP@ivgid.org

Invoice Number: IVGID 1

Invoice Date: August 20, 2023

Payment Due: September 19, 2023

Amount Due (USD): \$1,718.00

Items	Quantity	Price	Amount
Appearance fee August 9, 2023 BOT meeting	1	\$350.00	\$350.00
Per page fee August 9, 2023 BOT meeting	213	\$6.00	\$1,278.00
Per page fee Confidential transcript, July 26, 2023 BOT meeting	15	\$6.00	\$90.00

Subtotal: \$1,718.00

Total: \$1,718.00

Amount Due (USD): \$1,718.00

Charge to 100-11-100-6030

S. Herron 08-21-2023

Trustee Tally Sheets for the Capital Investment Committee Membership

TULLOCH



MAMMOTH MOUNTAIN INN

DOBLER

NOVAK

JOHNSON

FRIST

Toll-Free Reservations: (800) MAMMOTH

DAVID NOBLE

FEAST

NOVACK

LEFRANCOIS

HUSSONG JOHNSON

Sara Schmitz

- Bill Feast
- Cliff Ddler
- Jim Novak
- Sara Johnson

DENT

FEAST

Johnson

Dobler

NOVACK



Michaela

MAMMOTH MOUNTAIN INN

- ① James Novack
- ② Bill Feast
- ③ Michael T. Lefrancois
- ④ Sarah Hussong Johnson

Toll-Free Reservations: (800) MAMMOTH

8-9-2023 IVGID Board of Trustees meeting

Please add to the minutes of this meeting

Well, here we are in yet another big mess perpetuated by the mismanagement of the previous general manager, Indra Winquest and his inept and unqualified hires for senior management.

NO reconciliation of bank statements for 12 months. Mr. Navazio was very adept at dancing around questions and double talking to avoid detection of his ineptness for the job he was hired by Indra to do. So much for vetting employees. And the lack of oversight during his employment as general manager is becoming very apparent. Board approval must be had for any new senior management hires.

He should have paid attention to all of the recommendations of the audit committee that was in place during his time of employment instead of making back door deals with members of the community for 26M dollars that never had a chance of fruition.

So now we have a big mess to clean up. Thank God for the astuteness of 3 members of the present board in recognizing the task at hand and the fact that they are willing to step up and make this district run like it has a modicum of fiscal responsibility.

Please note that the interim Director of Finance, Mr. Mcgee, was hired by the do nothing, know nothing previous Director, Paul Navazio. I am certainly hoping that he is able to step up, recognize the urgent need of financial order and make some productive changes...and even disclose the past deficiencies to the public and Board. I am sure that some of the current board members will not turn their back on the very knowledgeable current audit committee and the recommendations of past audit committee member, Mr. Dobler. Cliff has been turning the IVGID financials inside out for many years and many disclosures have been disregarded by past inefficient and clueless board members. We cannot afford to lose the current board members if we ever have a hope to see any financial responsibility and good board management practices.

Agenda item 4 is a classic example of what open and transparent financial disclosures would be discussed.

I am hoping that the interim general manager will exercise financial responsibility that has been so lacking for years...and years. And that this board will have a very big oversight on his spending recommendations.

Creating Advisory committees with financial acumen is another item that this board is doing proactively to put this District on the right track.

Also, it has come to my attention that a previous board member who is spearheading the recall of Dent and Schmitz has 2x as many expenses as donations showing. Hmmm still not understanding finances Tim. Thanks for leaving such a financial mess after being ineffective and unqualified Board chair for FARRRRR to long.

Margaret Martini

Incline Village

Chris Nolet
765 Lakeshore Blvd
IVGID AC Chair – August 9, 2023

In 3 minutes I can't possibly address the current state of complete disrepair faced by our DoF Bobby McGee and his few team members. His memo in the Board package tonight provided some insight into the rather frightening circumstances they face. No bank reconciliations for over one year, an out of balance GL that has not been closed for the past two months, and an IT implementation which is months (if not years) late, and still incomplete. In the aggregate these circumstances easily represent an extremely daunting set of conditions, even for a GID. Contrary to refrain of "I quit because of the Board" I find it rather obvious that Navazio quit because he knew these circumstances would finally catch up with him in the current year end close and related audit.

More importantly, the presence of these circumstances in any organization has historically been correlated to various financial frauds. While we have not seen any such specific circumstances (yet), sudden leadership resignations, unreconciled bank accounts and our open and out of balance general ledger are well known traits, all of which indicate that substantial skepticism and expanded audit scopes are always warranted.

I heard that our former Chair is attributing these circumstances to the current "amateur leadership team." I know that the folks in IV are not so naïve. These deplorable circumstances don't just happen overnight. For example, under the slipshod leadership of Tim Callicrate and Indra Winquest, two different audit firms reported that the district DID NOT MAINTAIN EFFECTIVE INTERNAL CONTROLS OVER FINANCIAL REPORTING. TWO DIFFERENT AUDIT FIRMS HAD TO DEAL WITH RESTATING OUR FINANCIAL STATEMENTS DUE TO MATERIAL ERRORS. Even worse, the Audit Committee felt it could not approve the fiscal '21 CAFR, but Callicrate and his acolytes voted to approve and submit said financials to the state anyway. These examples represent chronic WORST PRACTICES!

To Tim Callicrate, last month on July 7 at music in the park you admitted to me that that as Chair you failed to provide adequate Board leadership during the BoT meeting on September 14, 2022. As you noted, you were "shocked and like a deer in the headlights" at the 4 to 1 design plan vote. You acknowledged that you should have paused that meeting and regrouped with the Trustees on the "unanimous voting requirement." This failure on your part substantially contributed to the project not moving forward.

Callicrate, Winquest and Wong are the worst of the worst, and now we are paying dearly for their years of ineffective leadership and gross mismanagement.

Recreation Center Debacle - October 24th Special IVGID Meeting

<https://livestream.com/ivgid/events/10660550/videos/233471842>

John Eppolito (Third revision)

Jim Dugdale from The Duffield Foundation told he Tahoe Daily Tribune there were, “several missteps in the project.” Having reviewed the pertinent documents and watching the [10/24/2022 special meeting](#) a few times here’s what I believe lead to the community losing the donation for recreation center expansion.

Strike 1: All three estimates from Core Construction were above the \$25 Million limit The Duffield Foundation allotted for the project.

August 2nd – The three options that were submitted to the Foundation, without board approval, were for \$30 M, \$32.9 M, and \$33.9 M. The Foundation quickly rejected all three options. At the [1:47:30 mark](#) Matt ask: “Why did we take three different offers to the Donor that exceeded the \$25 M?” Indra said, “that question I can’t answer definitively...” Then the attorney discouraged any further discussion on this issue.

Strike 2: From August 2 through August 31st Indra and Staff were in discussions with the Foundation, without direction from the board.

August 29th - Indra got word the Foundation would approve Option D for \$25.6 M.

August 31st - The Board was informed Option D was approved by the Foundation.

September 1st - Sara sent an email to Indra that she could not support Option D because it did not include the multi-purpose gym. Indra spoke to both Matt and Sara about agendizing a discussion about IVGID contributing additional funds for one of the more expensive options that included the multi-purpose gym.

September 1st – The Foundation was notified IVGID is interested in exploring paying the difference to add the multi-purpose gym. Mr. Dugdale had concerns based on the timeline and this being so late in the process, but he would bring it to the Donor.

September 5th - Mr. Dugdale informed Indra, due to the latest set of potential plan changes the project is “on hold.”

Strike 3: September 7th - Meeting between Indra, Staff, and Mr. Dugdale. Donor was extremely unhappy with process, adding the multi-purpose gym back into plan, and IVGID now wanting to contribute to project. Foundation informs Indra they will proceed with Option D if there is unanimous support from the Board for both Option D, and a letter of support and commitment.

September 7th and 8th - Indra spoke to each board member individually and conveyed to all trustees that unanimous support was required for both Option D, and the letter of support and

commitment. Go to the 2:10:50 mark to hear Indra acknowledge that two board members did not receive his entire message. Both Matt and Sara realized unanimous approval was required for the letter of support and commitment, but not for Option D. Indra acknowledged that he should have followed up with an email to each trustee clarifying unanimous support was required for both items.

Strike 4: Matt knew Sara was going to vote no on Option D. Indra didn't think there would be any no votes. At about the 2:18:00 mark Matt said, if we needed unanimous support for both items it should have been written on the agenda. Later in the meeting the attorney said unanimous support for both items could have been added to the agenda.

September 14th Board meeting – First vote, Option D, 4 to 1 with Sara voting no. Second vote, letter of support and commitment, 5-0. Indra said he was pretty sure the project was dead, but he was holding out hope the Foundation would overlook the one no vote.

Strike 5: September 14th - An email from Indra to Dave Duffield and Jim Dugdale stated the two votes in reverse order. The email first mentions (the actual second vote) the vote for the letter of support and commitment which was unanimous; then goes on to mention (the actual first vote) the vote for Option D which was 4 to 1.

September 15th - Phone call from director of Foundation stating the Donor is withdrawing support for the project because there wasn't unanimous support for Option D.

September 16th - Email from Mr. Duffield expressing disappointment and thanking members of the board and Indra.

Please let me know if I missed or misinterpreted something, if possible please include the time stamp, john@Jtahoe.com.

Linda Kahrs

625 Laurel Circle

I would like to address the paid promotional piece that was placed in the Tribune by Trustees Dent and Schmitz and clarify the statements they made.

On August 4, 2023 Sara Schmitz and Matthew Dent published a PAID POLITICAL ADVERTISEMENT in the Tahoe Daily Tribune with most of the accomplishments very questionable in the manner which they have been presented.

I am here to address their FINANCIAL ERRORS BULLET. This ad noted that ~~Quote~~.

“The board, Audit Committee, and newly hired Interim Director of Finance worked together and correct 1 of the 5

years capital plan by 43million. Only With accurate accounting and financial reporting/budgeting can trust be rebuilt.”

This is a BLATANT twisting of facts to deceive the public.
HERE ARE THE VERIFIABLE FACTS:

- At the last meeting Chris Nolet explained in painful detail the twists and turns they had to make to get a different answer to the supposed \$43 million FINANCIAL ERROR. This was NOT a financial error but a number to be put on a form.
- I believe in accurate accounting and financial reporting and budgeting, but please note that even the Interim Director of Finance, several of his peers, and even the State of Nevada all noted that there was confusion on how the numbers were to be submitted to the state.
on the form
- The form had previously been completed consistent with the State’s instructions.
- Multiple peers of other government agencies agreed that IVGID HAD FILLED OUT THE FORM CONSISTENT WITH THE INSTRUCTIONS.

- Unfortunately, that was not good enough for the naysayers, which to my dismay includes the audit committee chair.
- And after 7 calls to the department of taxation, they got an alternate opinion. Yes, the original form instructions were confusing and that it would be ok to REPORT THE \$43 MILLION the way some members of the audit committee wanted it to be reported.
- THIS WAS NOT A FINANCIAL ERROR ON THE PART OF IVGID. THIS WAS AN ERROR ON THE PART OF THE FINANCIAL FORM.
- THIS IS A FORM WHICH HAS NO IMPACT ON IVGID'S BOTTOM LINE.
- THE \$43 MILLION IS A REPORTING NUMBER THAT HAS NO IMPACT ON IVGID'S BUDGET.

THIS IS A RED HERRING THAT MEANS NOTHING TO THE BOTTOM LINE.

TO TOUT THAT IN AN AD THAT YOU ARE A SAVIOR OF \$43 MILLION DOLLARS IS DISINGENUOUS AT BEST.

TRUSTEES DENT AND SCHMITZ, YOU MUST STOP YOUR DECEIPT.
THIS LYING AND TWISTING OF NUMBERS TO MAKE PEOPLE
THINK THAT THE DISTRICT EMPLOYEES CURRENT OR PAST ARE
INCOMPETENT HAS TO STOP NOW.

MY PLEA TO ALL Homeowners IN INCLINE VILLAGE, WE ARE
DESPERTELY TYRING TO MAKE YOU UNDERSTAND THAT CLIFF
DOBLER, AARON KATZ, CHRIS NOLET WHO IS THE CURRENT
CHIAR OF THE AUDIT COMMITTEE, AND OTHERS ARE
MANUFACTURING A FALSE NARRATIVE IN THE HOPES OF
SIDELINING THE RECALL EFFORT.

PLEASE SIGN THE PETITION SO WE CAN STOP THE FALSE
NARRATIVE AND REBUILD OUR COMMUNITY AND GET MOVING
THE REAL BUSINESS!

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

Since 2015, I began studying the accounting and financial reporting of IVGID. In 2020, Trustee Schmitz brought forth initiatives to strengthen the financial reporting and form an audit committee which actually would do something. Moss Adams was engaged to review 26 memorandums which I and Linda Newman had developed. Most concerns were appropriate and reporting changes were necessary. From that time forward, Mr. Navazio and Mr. Winquest did everything in their power to hinder the new audit committee and undermine progress on internal controls, asset capitalization and contract management.

Once it was discovered that several million dollars in expenses had been capitalized on the effluent pipeline, the Audit Committee recommended a prior period adjustment be made in 2019 which was rejected by the majority board of Callicrate, Wong and Tonking. In 2020, with pressure, the adjustment was made. In 2020, Mr. Navazio went as far as burying prior period charge offs in current year expenses to avoid reporting prior period adjustments. This razzle dazzle accounting was caught.

Because Wong, Callicrate, and Tonking did not like the oversight from the Audit Committee, several public meetings were heard, led by Tonking, to water down the power of the audit committee and the whistleblower policy.

After 2020, it became apparent that Mr. Navazio would not comply with the Board's request to bring forth prior capitalized costs which should have been expensed. As an Audit Committee member, I began the review of improper accounting and submitted 30 memorandums to the Audit Committee for consideration. Mr. Navazio attempted to bury the memos or simply did not respond. This spring, Chris Nolett, Chair of the Audit Committee, sat down with Navazio, another committee member and myself to review 26 memorandums over a two day period. All but nine were resolved as either requiring correction or not considered material. Navasio was to prepare a closure report. He did nothing. The 9 remaining memos sit in limbo without resolution because no one is around to complete the assignment.

Mr. Navazio kept telling the Audit Committee that Internal Control guidelines were almost done but nothing came forth. Now the trial balance is out of balance by \$3.9 million and no one knows why. The conversion to the Tyler system has ground to a halt. An outside CPA firm must be hired to get the books in order to produce a 2023 report. which in turn. will be audited by another CPA firm.

This is a mess created over 4 years and was constantly buried by Tonking, Wong and Callicrate. Dent and Schmitz did not have the power to put Navazio in line. I told all of you several times that Navazio was no good. Citizens will now pay a hefty price to unravel the mess.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 9, 2023 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – WHAT DON'T YOU UNDER-
STAND? IF YOU CAN'T OPERATE THE GRILLE RESTAURANT OR
ANY OTHER ONE OF OUR COMMERCIAL BUSINESS ENTER-
PRISE "FOR LOSS" BUSINESSES AT A BREAK EVEN,
THEY NEED TO BE SHUT DOWN NOW**

Introduction: At the Board's July 26, 2023 meeting it was revealed that last year the Grille Restaurant operated at a \$900 per day loss. And this year so far at a \$2,000 per day loss. And yet the losses go on as if they didn't exist. And your so called expert Darren Howard doesn't have a clue. This must end!

On another note, yesterday I went to the Grille for lunch. For the first time in several years. And what did I see? Only a handful of available tables were being serviced. Why? According to staff, we don't have enough servers. Nor cooks!

I head this same complaint from local resident Cliff Dobler several weeks ago, He and his wife were turned away for the same reasons.

And then while I was sitting at the bar waiting for my table, a patron had a problem with paying for his cocktail. He handed the server doubling as a bar tender his iPhone to pay. But our system wouldn't accommodate the payment. So I listened to our server apologize and blame it on the crappy 20th century software he is forced to use in the 21st century. How telling.

And then to add insult to injury, I saw all the spiffy golf carts lined up with no occupants. Because there were in essence no golfers on the Championship Course. At about 12:45 P.M. on a beautiful Tuesday afternoon. No golfers!

And these are the purposes of this written statement.

My E-Mail of August 2, 2023: On August 2, 2023 I sent the Board an e-mail which demanded that if the District can't run this commercial "for profit" business at a break even or positive cash flow (which obviously it cannot), then the time has come to close it down¹. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A." I don't want to hear about the many excuses. The District shouldn't be operating any commercial for profit businesses. It should not be involuntarily dragging the public along with its folly. It's 100% wrong and if you need to hear this from me, read my lips. To those who demand money losing operations like these, let them pay for it. But to compel their neighbors to involuntarily subsidize the costs of their amenities is wrong, wrong, wrong.

¹ That e-mail is attached as Exhibit "A" to this written statement.

Conclusion: We have massive monetary problems on the horizon. Many are highlighted in companion written statements filed contemporaneously herewith. The time is now to address this problem once and for all. And to make the hard decisions that must be made. **GET OUT OF THE COMMERCIAL FOR PROFIT BUSINESS.** Either outsource all of these businesses, operate them at a break even or positive cash flow, or shut them down. Pure and simple.

Remember a former IVGID Board misrepresented to the County Board and the public that if granted the power to acquire and operate recreational facilities and they services they offer, the power would not be used but for the beaches. All other facilities and services would be acquired, operated and financed by the private sector. So the problem we have currently, has been brought upon by past Boards.

And let me respond to a comment Trustee Noble recently made. And that is that “the Board is charged with continuing to operate these businesses.” No it isn’t Trustee Noble. Your current operation is the product of a fraud. There’s nothing in the NRS which declares you or this Board is required to operate any commercial for profit business. And it’s not required to operate such business at a loss. And it’s certainly not required to involuntarily make its citizens business partners in this loss. Yet that’s exactly what you are doing.

And you wonder what your Recreation (“RFF”) and Beach (“BFF”) Facility Fees actually pay for? And our solid waste disposal rates are as high as they are and never seem to go down or be eliminated? I’ve now provided answers.

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

Re: What Don't You Get? If The Grille (or Any Other One of Our Recreation Venues For That Matter) is Losing \$2K or More Per Day, And I Have to Involuntary Subsidize The Loss, CLOSE IT DOWN!

From: "Dave Noble" <noble_trustee@ivgid.org>
To: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
Cc: "Matthew Dent" <dent_trustee@ivgid.org>, "Sara Schmitz" <trustee_schmitz@ivgid.org>, "Michaela Tonking" <tonking_trustee@ivgid.org>, "Ray Tulloch" <tulloch_trustee@ivgid.org>, "Mike L. Bandelin" <MLB@ivgid.org>
Subject: Re: What Don't You Get? If The Grille (or Any Other One of Our Recreation Venues For That Matter) is Losing \$2K or More Per Day, And I Have to Involuntary Subsidize The Loss, CLOSE IT DOWN!
Date: Aug 2, 2023 11:22 AM

Mr. Katz,

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

David Noble
 Secretary, IVGID BOT

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Thursday, July 27, 2023 11:16:11 AM
To: Matthew Dent
Cc: Sara Schmitz; Michaela Tonking; Ray Tulloch; Dave Noble
Subject: What Don't You Get? If The Grille (or Any Other One of Our Recreation Venues For That Matter) is Losing \$2K or More Per Day, And I Have to Involuntary Subsidize The Loss, CLOSE IT DOWN!

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

Chairperson Dent and Other Honorable Members of the IVGID Board -

Last night, as in most Board meeting nights, was unbelievable.

Chair Dent announces that for the current year our F&B operations at the Grille are losing \$2K per day. And this is after last year's losses at \$900+ per day. And the year before that's losses at \$1,000 per day. And what do you do in response? Trustee Noble suggests wasting even more on marketing this black hole. Chair Dent suggests staff should come back with an update in September. No one suggests the obvious.

CLOSE THE OPERATION. And this is what you should be doing with EVERY ONE of our money losing endeavors. EVERY ONE!

If we can't operate any of our commercial for profit business enterprise ventures at a break even or positive cash flow, then WHY ARE WE OPERATING THEM? To provide a grossly over compensated and over benefited job for Darren

Howard and the rest of our employees assigned to that/those operations?

That is unless you think one or more of our wonderful employees is stealing. And if you think that's the case, why wouldn't you order a forensic audit? Isn't that what you do when there's evidence of wrongdoing Kendra Wong?

Darren Howard told you that 75% of the Grille's patrons are parcel owners. And the majority of them are NOT golfers. And now we don't have a cook (Bill Vandenburg). Nor a sous cook. Nor enough wait persons to serve patrons. And we don't charge enough for the meals we serve.

What don't you understand about doing the obvious. SHUT THIS MONEY LOSING OPERATION DOWN. We don't care about it. And I suspect a year from now we won't even hear complaints about the loss of this financial albatross. Or make the loud mouths who come to our meetings and complain that you're not giving them more at my expense, pay the actual costs necessary for this/similar operations to operate financially at a break even or positive cash flow.

And once you learn from doing the obvious with the Grille, maybe you'll start to apply the same reasoning to every one of our other money losing ventures? Wouldn't that be the prudent thing to do? Isn't that what a fiduciary would do?

That's the lesson from last night. So have you learned? And if so, what are you going to do about it?

Respectively, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD’S REGULAR AUGUST 9, 2023 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – HOW MANY TIMES DO I
HAVE TO RAISE THE SOLID WASTE TRANSFER STATION ISSUE
AND KENDRA KOSTELECKY’S ABSENCE OF FULL HONESTY
AND TRANSPARENCY AS REPRESENTED?**

Introduction: After Kendra Kostelecky’s last Board appearance where she was allegedly being honest and transparent insofar as the current solid waste franchise and Waste Management’s plans to make our acquisition of the Incline Village transfer station an impossibility, I contacted Mr. Kostelecky in order to get some answers to my questions. Since she is so honest and transparent. And in response I got stonewalling. Which demonstrates that more than ever before, an audit is required and documents evidencing Waste Management’s represented costs need to be disclosed. And that’s the purpose of this written statement.

My E-Mail of August 2, 2023: On August 2, 2023 I sent the Board an e-mail which alerted it to my request of Ms. Kostelecky concerning the Waste Management franchise, and her response¹. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit “A.”

Conclusion: We have a problem with Waste Management which is only going to get worse. If not forthwithly addressed. I’ve shared my views of what needs to be done, and the need for a citizen’s committee to uncover the facts and share them with the Board. Especially now that we don’t have a Public Works Director and the remainder of its skeleton staff are totally ill equipped to deal with this issue. Please heed my warnings and request.

And you wonder what your Recreation (“RFF”) and Beach (“BFF”) Facility Fees actually pay for? And our solid waste disposal rates are as high as they are and never seem to go down or be eliminated? I’ve now provided answers.

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

¹ That e-mail is attached as Exhibit “A” to this written statement.

EXHIBIT "A"

Re: IVGID Solid Waste Disposal Franchise

From: "Dave Noble" <noble_trustee@ivgid.org>
To: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
Cc: "Matthew Dent" <dent_trustee@ivgid.org>, "Sara Schmitz" <trustee_schmitz@ivgid.org>, "Michaela Tonking" <tonking_trustee@ivgid.org>, "Ray Tulloch" <tulloch_trustee@ivgid.org>, "Mike L. Bandelin" <MLB@ivgid.org>
Subject: Re: IVGID Solid Waste Disposal Franchise
Date: Aug 2, 2023 11:22 AM

Mr. Katz,

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

David Noble
Secretary, IVGID BOT

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Thursday, July 27, 2023 6:24:19 PM
To: Matthew Dent
Cc: Sara Schmitz; Michaela Tonking; Ray Tulloch; Dave Noble
Subject: Fw: IVGID Solid Waste Disposal Franchise

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

Chairperson Dent and Other Honorable Members of the IVGID Board -

Please find below the e-mail string between Kendra Kostelecky and me regarding my request to have Ms. Kostelecky answer some questions regarding the Waste Management Franchise.

I didn't even share my questions I was hoping she would answer. And look at the response.

So who's Ms. Honest and Ms. Transparency now?

The Woman's a Fraud. Got that Ms. Kostelecky? You're a Fraud. You may not like to hear this accusation at such a wonderful vendor of ours, but by now you should realize that I speak the truth. And I call a spade a spade.

Ms. Kostelecky only speaks the truth when it's convenient for her to speak the truth. She's only transparent when it's convenient for her to be transparent. Which thank GOD for Trustee Tulloch, he sees through her. And if you Trustees Tonking and Noble take your heads out of the sand, you'll see through Ms. Kostelecky as well!

So Board. What we've learned here is that you can't believe ANYTHING Ms. Kostelecky tells you. NOTHING. Because if she's deceitful insofar as part of her testimony is concerned, you're free to assume she's deceitful insofar as the

remainder of her testimony is concerned. So when she talks about all the good things her employer is going to do for our community if we only agree to extend W-M's monopoly for another eight years, it's a lie.

And DAMN that 81 year old woman sitting in the back of the Board room who suffers from narcissistic personality disorder ("NPD") and attacks Trustee Tulloch for being so uncivil to poor little Ms. honesty and transparency Kendra Kostelecky. Ray is doing his job to weed out the truth for the benefit of our community. What are you doing Ms. NPD?

For the how many times now I ask. You have the right under the trash franchise to conduct an audit of W-M's claimed revenues and expenses. DO IT!

You need to demand disclosure of all rental agreements/amendments for the IV transfer station over the last eight years so we can all see the rent expenses claimed by W-M which have reduced net income for rate purposes. Also, we need to evaluate whether the rent W-M has paid to itself is fair and reasonable. If you have nothing to hide Ms. Kostelecky, produce the records.

You need to demand disclosure of W-M's income tax returns and its break down of income taxes allegedly attributable to IV operations because this is another expense claimed by W-M which has reduced net income for rate purposes. Again if you have nothing to hide Ms. Kostelecky, produce the records.

Only then can we have a discussion about who is the honest and transparent person, and who is not.

One final observation. We allegedly have such a professional and competent public works department. Until recently headed by experienced and professional Brad Underwood. And before him, experienced and professional Joe Pomroy. And these guys couldn't have figured this out for themselves? What about Madonna Dunbar? Why is an administrative person put in the roll of negotiating with powerhouse W-M over something as important as this? I'm sorry Erin Fiore. You may have supreme confidence in staff like this. But I and others I know don't! And this episode is just one example.

And if anyone out there thinks the incompetence is limited to public works, I have some bridges I'd like to sell you on District properties.

Respectfully, Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: Jul 27, 2023 5:52 PM

To: Kostelecky Kendra <kkostele@wm.com>

Subject: RE: IVGID Solid Waste Disposal Franchise

So much for "honesty and transparency."

I'll let the IVGID Board know!

Aaron Katz

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

From: Kostelecky, Kendra

Sent: Jul 27, 2023 4:15 PM

To: s4s@ix.netcom.com

Subject: RE: IVGID Solid Waste Disposal Franchise

Hello Mr. Katz,

As you are aware, WM operates under the franchise agreement with IVGID. WM feels it is best to address your questions to your jurisdictional representatives.

Here is a link to the current franchise agreement in Incline Village https://www.yourtahoeplace.com/uploads/pdf-public-works/2016-10-01_Waste_Management_Franchise_Agreement_no_Exhibit_B.pdf

Here is a link to WM's area website with current rates <https://www.wm.com/location/nevada/northern-nevada/inclinevillage/residential/index.jsp>

Have a nice day.

Kendra Kostelecky

Northern Nevada Contract Manager

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

From: s4s@ix.netcom.com

Sent: Thursday, July 27, 2023 12:24 PM

To: Kostelecky, Kendra

Subject: [EXTERNAL] IVGID Solid Waste Disposal Franchise

Hello Kendra -

I am a resident of IV. And a WM customer

Would you be willing to answer them given your representation of "honesty and transparency?"

I tried calling you at the transfer station (the address you gave prior to your public comments yesterday evening) but they told me you don't work out of that facility. And they didn't have a telephone number for you. They did have an e-mail address which explains this e-mail

So if you don't mind calling me, I am willing to share my cellphone number.

Thank you, Aaron Katz [(408) 741-1008]

Recycling is a good thing. Please recycle any printed emails.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD’S REGULAR AUGUST 9, 2023 MEETING –
AGENDA ITEM F(4) – POSSIBLE INCREASE IN WHAT WAS SUPPOSED TO
BE A GUARANTEED MAXIMUM PRICE (“GMP”) FOR THE DIAMOND
PEAK BASE LODGE FOOD COURT REFRIGERATOR**

Introduction: Here staff is asking for approval to pay more than what was supposed to have been a GMP for reconstruction of the Diamond Peak food court refrigerator. Because without more documents the problem appears to again be our professional staff, I object. Policy 3.0.1 instructs that if all material documents or information is not included in a Board packet for a particular agenda item, the item shall be rescheduled for a future date and time when those materials or information can be provided. And that’s what we have here because staff have refused to include a contractor’s GMP proposal and written document in support. Therefore I have asked that this item be scheduled until staff can provide these missing documents for consideration by the Board. And that’s the purpose of this written statement.

My E-Mail of August 8, 2023: On August 8, 2023 I sent the Board an e-mail which outlined my opposition to the District’s potential expenditure of \$42,622 more than what is supposed to be a GMP for a Diamond Peak food court refrigerator¹. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit “A.”

Conclusion: In my e-mail I made the argument that before the Board approves a matter such as this one, it must get to the root of whether the problem lies with the contractor who submitted its proposal, or staff. Until this issue is determined, it’s premature to move forward with staff’s request.

And you wonder what your Recreation (“RFF”) and Beach (“BFF”) Facility Fees actually pay for? And why they continue perpetually and but for the short run, never seem to go down or be eliminated? I’ve now provided answers.

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

¹ That e-mail is attached as Exhibit “A” to this written statement.

EXHIBIT "A"

Re: Aug 9, 2023 IVGID Board Meeting - Agenda Item F(4) - Reschedule Because Staff Have FAILED to Produce Material Documents - The Contractor's GMP Proposal and His Accompanying Written Statement, if Any

From: "Dave Noble" <noble_trustee@ivgid.org>
To: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
Cc: "Matthew Dent" <dent_trustee@ivgid.org>, "Sara Schmitz" <trustee_schmitz@ivgid.org>, "Michaela Tonking" <tonking_trustee@ivgid.org>, "Ray Tulloch" <tulloch_trustee@ivgid.org>, "Mike L. Bandelin" <MLB@ivgid.org>, "Bree Waters" <baw@ivgid.org>
Subject: Re: Aug 9, 2023 IVGID Board Meeting - Agenda Item F(4) - Reschedule Because Staff Have FAILED to Produce Material Documents - The Contractor's GMP Proposal and His Accompanying Written Statement, if Any
Date: Aug 9, 2023 1:46 PM

Mr. Katz,

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

David Noble
 Secretary, IVGID BOT

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Tuesday, August 8, 2023 9:22:14 AM
To: Matthew Dent
Cc: Sara Schmitz; Michaela Tonking; Ray Tulloch; Dave Noble
Subject: Aug 9, 2023 IVGID Board Meeting - Agenda Item F(4) - Reschedule Because Staff Have FAILED to Produce Material Documents - The Contractor's GMP Proposal and His Accompanying Written Statement, if Any

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

Chairperson Dent and Other Honorable Members of the IVGID Board -

Here your staff (it's really NOT staff. It's now Ass't Public Works Director Bree Waters) seek Board approval to increase what was supposed to be the Guaranteed Maximum Price ("GMP") for this Project by \$42,622.

The staff memo in support of this item states that on April 12, 2023 the Board awarded the Project with a GMP of \$516,390. The proposed contract which was supposedly accepted as part of the April 12, 2023 award stated as follows:

"PW Staff proposes to utilize the Design-Build process to facilitate the Project...The Design-Build Firm is responsible for obtaining all plans, specifications and permits required for the Project, which means they will hire the architecture and engineering team to complete the final design and submit to the County Health and Building Department. This process

allows for reduced risk in the area of unknowns during a remodel project because the Contractor has an incentive to initiate solutions and stay on the fast-track schedule. The Design-Build Firm is the single responsible entity for the Project."

If this is true I don't want to hear about any misunderstandings staff had. Or mistakes the contractor made. Once the contractor's proposal was accepted by the Board it became the contractor's responsibility. Right Ms. Ass't PW Director?

The staff memo went on to state that "the Design-Build Firm develops the...GMP once the 100% Design is complete, which commits them to delivering the project with a defined schedule and price...Once the 100% design has been completed, there may be a need to negotiate the cost of the Design-Build contract costs due to unforeseen conditions. If there is a need for modification to the Design-Build contract costs, staff will return to the Board with a revised contract amount approval, which will be a GMP."

Here staff is returning to the Board for an alleged unforeseen condition. An Engineered Structural Doorway at a cost of \$15,969. However there's more to this story. Staff want the Board to approve an additional Kitchen Equipment Cost of \$26,653. But this additional cost has nothing to do with "unforeseen circumstances." Rather according to staff, although "the initial GMP was accepted with the District's understanding that it was inclusive of the kitchen equipment...during design and construction development, it became apparent (to the contractor but not staff because staff had a different "understanding") that the kitchen equipment had not been included in the initial GMP by Brycon." So rather than holding the contractor to its GMP, here we have our staff in "appease favored collaborators" mode. Thanks for looking out for the public Ms. Ass't PW Director!

So is the problem our staff? Or according to the contract, we really never had a GMP (which if the latter is the case, then that too is a problem with our staff)? Let's return to the contract allegedly approved on April 12, 2023.

Article 3 obligates the Design-Builder to be responsible for furnishing the design and construction of the project consistent with Owner's Program.

¶3.1. Design-Builder shall preliminarily review Owner's Program to ascertain and verify the requirements of the Project. So did not the contractor do his job and confirm right from the get go whether kitchen equipment was included in the Owner's Program?

¶3.2.1. Design-Builder shall submit a GMP proposal. Was this done? The Board needs to find out because staff haven't shared this piece of information. WHERE IS THE GMP PROPOSAL Ms. Ass't PW Director? Does it differ from the GMP represented on April 12, 2023? Did staff "mutually agree" to it as this article provides? Because if there is none, this provision goes on to state that "unless the parties mutually agree otherwise, the GMP shall be the sum of the estimated Cost of the Work." In other words, the original represented GMP.

Please make Ms. Waters produce the contractor's GMP Proposal.

¶3.2.4. Design-Builder shall include with the GMP proposal a written statement. Really? Did the contractor submit a written statement along with this GMP Proposal? If so, WHERE IS IT Ms. Ass't PW Director?

Please make Ms. Waters produce the contractor's accompanying written statement.

The written statement shall include:

¶3.2.4.1. A list of the drawings and specifications which were used in the preparation of the GMP proposal. Did those drawings include kitchen equipment? If I look at Exhibit "B" to the contract I find a "Foodservice equipment layout."

You mean there were drawings for a kitchen equipment layout and not one for the equipment itself?

¶3.2.4.3 A list of assumptions and clarifications. If the contractor produced such a written statement, did it specify that the GMP did NOT include the cost of kitchen equipment?

¶3.2.6. Upon acceptance of the GMP proposal by owner, the GMP shall be set forth in Amendment 1. So did staff formally accept the contractor's GMP? After all, that's what's supposed to be the GMP. Right?

Before the Board approves this matter, it must see the GMP proposal and accompanying written statement, assuming arguendo, they actually exist. So I ask this matter be continued to another meeting pending staff's production of the missing documentation. After all, Policy 3.1.0 states that if ALL material matter is not included in the Board packet, and here it isn't, the matter shall be continued to another meeting. So follow your own policy!

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 9, 2023 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – LESSONS TO BE LEARNED –
UNDERSTAND WHERE OUR RECREATION ("RFF") AND BEACH
("BFF") FACILITY FEES REALLY GO AS COMPARED TO
WHERE STAFF AND THE BOARD TELL US?**

Introduction: Here we learn that at least four (4) of our valuable employees took the morning off to emotionally support one of their own, rather than doing the public job they were hired to perform. All at a time when our employees complain they don't have the time necessary to perform their jobs. And that's the purpose of this written statement.

My E-Mail of August 9, 2023: On August 9, 2023 I sent the Board an e-mail which outlined my opposition to the District's expenditure of salaries and benefits associated with at least four (4) public employees taking the morning off and recreating at the local Justice Court¹. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

Conclusion: In my written statement I made the argument that "if it costs us \$300K or more annually for a GM; and \$250K or more annually for a Finance Director; and \$220K or more annually for an Ass't Finance Director; and \$220K or more annually for a Controller; and \$190K or more annually for an Internal Auditor; and \$200K or more annually for Darren Howard; and \$200K or more annually for Sheila Leijon; and \$220K or more annually for Mike Bandelin; and \$200K or more annually for an IT Director; and \$200K or more for an HR Director; and \$165K or more annually for a glorified secretary (aka Susan Herron); and \$100K or more annually for a Board Clerk; and \$1M or more annually for Marketing; and \$100K or more annually for a propaganda magazine; and \$70K or more annually for someone...(aka Communications Coordinator)...to issue (propaganda) press releases; then maybe we need to eliminate some of the services we furnish or get out of business?"

And to those who object and have no problem paying more for all of this "stuff," I and others I know say "be our guests." YOU pay more. Why is it that your mentality dictates that the rest of us involuntarily accompany you down this black hole? And what sort of person would do such a thing to his/her neighbor?

And you wonder what your RFF and BFF actually pays for? And why they continue perpetually and but for the short run, never seem to go down or be eliminated? I've now provided answers.

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

¹ That e-mail is attached as Exhibit "A" to this written statement.

EXHIBIT "A"

What the hell goes? Lessons to be Learned. Do You Board Members Understand Where Our RFF/BFF Really Go?

From: <s4s@ix.netcom.com>
To: "Dent Matthew" <dent_trustee@ivgid.org>
Cc: "Sara Schmitz" <trustee_schmitz@ivgid.org>, "RayTulloch" <ray@tulloch4ivgidtrustee.com>, "David Noble" <Noble_Trustee@ivgid.org>, "Tonking Michaela" <tonking_trustee@ivgid.org>, "Abel Mike" <mikeabel900@gmail.com>, <mike_bandelin@ivgid.org>
Subject: What the hell goes? Lessons to be Learned. Do You Board Members Understand Where Our RFF/BFF Really Go?
Date: Aug 9, 2023 9:01 AM

Chairperson Dent and Other Honorable Members of the IVGID Board -

I am in receipt of Mike Abel's e-mail below insofar as yesterday's court hearing with IVGID employee Bree Waters.

Although I am not going to comment on the hearing per se, I am writing this e-mail because there are some far larger issues at play. Lessons to be learned. And that's the continued waste of District financial resources.

This place is imploding. Anyone with half a brain can sit on the sidelines and watch. The financial irresponsibility is stunning as the late George Carlin would have said. And it's worse now than I have ever seen it in the sixteen (16) years that Judy and I have lived here. As Rev Jeremy Wright coined some years ago, the chickens have definitely come home to roost! And if you Trustees Tonking and Noble think you've brought some responsibility to the Board, you're sadly mistaken. Don't believe me? Keep digging your hole deeper and deeper. You're not going to be able to blame this one on me. Or Frank Wright. Or Cliff Dobler. The fault lies squarely at your collective feet.

But here's my point. With all the financial irresponsibility going on, I keep telling you what our Recreation ("RFF")/Beach ("BFF") Facility Fees are really spent on. Because it's not the availability to access and use the District's recreational facilities and beaches. Which is the lie each of you and staff perpetrate upon the public.

Rather, it's the wasteful and inappropriate wages and benefits spent by our wonderful employees on their own behaves. Because they keep telling us they're the District's most important asset. And now we have another example right in front of our noses. If we're smelling.

Here we have at least four (4) IVGID employees who took the morning off yesterday to go to the Justice Court to morally support wonderful Bree Waters. I say at least four (4) because it may have been more. I just didn't recognize them all.

Who authorized these employees to spend their IVGID work day recreating at Justice Court? Was this an activity included in their job descriptions? Do you remember how I raised this issue when we first learned Susan Herron had been promoted to Director of Admin Services as a payoff for past allegiance? And when I asked for her job description and it basically consisted of an admission that there was no description because she and our GM were then attempting to come up with a description? And now we learn it apparently includes recreating at Justice Court. And supervising other employees' in different District departments' similar recreation.

So how much did it cost local parcel owners in inappropriate employee wages? We keep hearing our staff is so overworked, stretched and unable to attract new employees (I intend to address this subject in a companion e-mail dealing with our interim Finance Director's request for an additional \$608K). But this group of employees have the time

to waste during the IVGID workday?

And what do you want to bet that after the court hearing, all of these employees went out to lunch locally? And the bill was paid with a District procurement card? And the expenditure will be approved by Susan Herron? And the justification represented will be because they had a tough morning? Or employee wellness? Or putting into practice the skills learned at Kaye Shackford's "how to get along with your neighbor" seminars? So that at the end of the day the cost to local parcel owners will be more than just the cost of these employees' wages and benefits?

Now multiply this number, whatever it is, by the tens or hundreds or thousands of other similar wasteful episodes which contribute to staff's overspending.

We already know staff intentionally budget to overspend. And that overspending is subsidized by the RFF. Or the BFF. Or central services cost transfers. Or internal services billings. Or the solid waste franchise fees. Pick your poison. They all are intended to accomplish the same purpose. So that when local parcel owners ask what their RFF/BFF really pay for, now we know.

There is a phrase I find very apt to what's going on here in IVGIDville; turn on the lights and watch the cockroaches scatter. Well we have the same with the RFF/BFF. Pull the RFF/BFF. And let's see how our wonderful staff are able to function.

So to those reading this e-mail since I intend to submit a copy for inclusion in the minutes of tonight's IVGID Board meeting, who want to know what they're RFF/BFF is really spent on, now you know!

Respectfully submitted, Aaron Katz

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

From: Michael Abel <mikeabel900@gmail.com>

Sent: Aug 8, 2023 6:35 PM

To: Bandelin, Mike <mike_bandelin@ivgid.org>

Cc: Matthew Dent <dent_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, RayTulloch <ray@tulloch4ivgidtrustee.com>, David Noble <Noble_Trustee@IVGID.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Aaron Katz <S4S@ix.netcom.com>

Subject: What the hell goes?

We all know that IVGID is run by Susan Herron.

Besides being just a glorified secretary - she has cost our district hundreds of thousands of dollars.

This for the Smith lawsuit and constant obstruction of information to the local citizens.

Also, orchestrating the hostile actions against Sara Schmitz

What the hell does she do anyway.

Well one thing for sure she and a few of her minions including Acting PW director Kate Nelson went to the Incline Justice court today at about 10:00AM

To support Bre Waters's personal legal action against private citizen Aaron Katz.

I did not realize that judicial support was part of her job description.

This means that for the two hours of time that she spent in court and with travel - that the taxpayers crapped away over \$400 of salary for her and Nelson alone.

This actions was an absolutely dishonest expenditure of staff time.

Incidentally - Waters's case against Katz was a joke and the judge threw out the action.

When is our Board going to develop some cajoles and fire this over-paid counter-productive employee.

I know, I know - you Trustees will try to cover you posteriors by saying that hiring/firing is the discretion of the GM. Well with an interim GM, why don't you get some cajoles and just tell Bandalin to fire Herron for cause.

The corrupt IVGID culture will never be remedied till she is gone.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 9, 2023 MEETING –
AGENDA ITEM F(5) – EXPENDING AN ADDITIONAL \$608,397 THIS
YEAR ON INCREASED PERSONNEL SALARIES AND BENEFITS**

Introduction: Here our newest interim Finance Director of only three (3) weeks has come to the conclusion we need to spend an additional \$608K or more, *this year*, for personnel costs in our Finance Department. And for the same reasoning, this agenda item suggests we're going to have to spend hundreds of thousands of additional dollars this year on personnel costs in our other departments. This is before a 37% increase in personnel costs in just the last two fiscal years! Staff is totally out of control and it's time to start asking the tough questions. Why are we here, what are we charged with doing, what do we in fact do, for whom do we serve, how much of a financial burden do we impose discriminatorily on our local parcel owners, and when is enough, enough? And that's the purpose of this written statement.

My E-Mail of August 9, 2023: On August 9, 2023 I sent the Board an e-mail which outlined my opposition to the District's potential expenditure of \$608K more this year, on Finance Department personnel¹. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

Conclusion: In my e-mail I made the argument that "if it costs us \$300K or more annually for a GM; and \$250K or more annually for a Finance Director; and \$220K or more annually for an Ass't Finance Director; and \$220K or more annually for a Controller; and \$190K or more annually for an Internal Auditor; and \$200K or more annually for Darren Howard; and \$200K or more annually for Sheila Leijon; and \$220K or more annually for Mike Bandelin; and \$200K or more annually for an IT Director; and \$200K or more for an HR Director; and \$165K or more annually for a glorified secretary (aka Susan Herron); and \$100K or more annually for a Board Clerk; and \$1M or more annually for Marketing; and \$100K or more annually for a propaganda magazine; and \$70K or more annually for someone...(aka Communications Coordinator)...to issue (propaganda) press releases; then maybe we need to eliminate some of the services we furnish or get out of business?"

And to those who object and have no problem paying more for all of this "stuff," I and others I know say "be our guests." YOU pay more. Why is it that your mentality dictates that the rest of us involuntarily accompany you down this black hole? And what sort of person would do such a thing to his/her neighbor?

And you wonder what your Recreation ("RFF") and Beach ("BFF") Facility Fees actually pay for? And why they continue perpetually and but for the short run, never seem to go down or be eliminated? I've now provided answers.

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

¹ That e-mail is attached as Exhibit "A" to this written statement.

EXHIBIT "A"

Re: Aug 9, 2023 IVGID Board Meeting - Agenda Item F(5) - Possible Approval to Appropriate an Add'l \$608,397 For The Finance Dep't, for 2023-24, From The General Fund Which Doesn't Have The Money!

From: "Dave Noble" <noble_trustee@ivgid.org>
To: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
Cc: "Matthew Dent" <dent_trustee@ivgid.org>, "Sara Schmitz" <trustee_schmitz@ivgid.org>, "Michaela Tonking" <tonking_trustee@ivgid.org>, "Ray Tulloch" <tulloch_trustee@ivgid.org>, "Mike L. Bandelin" <MLB@ivgid.org>, "Bobby Magee" <bma@ivgid.org>
Subject: Re: Aug 9, 2023 IVGID Board Meeting - Agenda Item F(5) - Possible Approval to Appropriate an Add'l \$608,397 For The Finance Dep't, for 2023-24, From The General Fund Which Doesn't Have The Money!
Date: Aug 9, 2023 1:50 PM

Mr. Katz,

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

David Noble
 Secretary, IVGID BOT

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Wednesday, August 9, 2023 12:18:48 PM
To: Matthew Dent
Cc: Sara Schmitz; Michaela Tonking; Ray Tulloch; Dave Noble
Subject: Re: Aug 9, 2023 IVGID Board Meeting - Agenda Item F(5) - Possible Approval to Appropriate an Add'l \$608,397 For The Finance Dep't, for 2023-24, From The General Fund Which Doesn't Have The Money!

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

Chairperson Dent and Other Honorable Members of the IVGID Board -

Here our interim Finance Director, after only three (3) weeks on the job, seeks approval from the Board to spend an additional \$600K or more on:

1. A \$125K contract With Baker Tilly for Accounting and Audit Support Services;
2. A \$483,397 Department of Finance Staffing Augmentation Plan;
3. Resulting in a total of \$608,397 Appropriations Increase to Support the Staffing Augmentation Plan and the Baker Tilly Contract for Fiscal Year 2023-24;
4. To be funded by the General Fund no less.

Are you people out of your minds? And when are you going to tackle the real elephant in the room? Why are we possibly engaged in all of this and for who's benefit?

So let's start out with some facts. Shall we?

1. At the Board's last meeting I pointed out that we're experiencing a mass exodus of our senior personnel. From the GM to the Board Clerk to the Director of Finance to the Controller to the Director of Public Works to the Director of Food and Beverage and on and on and on. And word has it on the street that soon we will be losing our IT Director. No one can point the finger of blame at citizens Frank Wright. Or Cliff Dobler. Or Mike Abel. Or me.

2. Let's talk about budgeting for the General Fund. This Board just budgeted to overspend nearly \$2.6M this fiscal year in the General Fund. According to the budget sent to the State, the Board has budgeted for \$4,657,977 of revenues and an unbelievable \$9,298,300 of expenses (including a \$100,000 contingency)!

3. So where is the money budgeted to come from to cover this overspending? Again according to the budget sent to the State, \$1,956,300 of central services cost transfers from the Community Services, Beach and Utility Funds. And a draw down of monies from the beginning excess fund balance (\$5,312,267) assigned to this fund. Which means that as of the end of this fiscal year, assuming there are no additional expenditures assigned to the General Fund (such as the ones being requested by Mr. Magee herein), our fund balance will have been drawn down by half to roughly \$2.6M (according to the budget, \$2,628,245 to be exact).

4. Let's look at our personnel costs system wide. If you don't believe me go to page 509 of the Board packet for your May 25, 2023 meeting. And remember. These are YOUR numbers! The budgeted amount on personnel costs for 2023-24, exclusive of the augmentations staff are suggesting below, is an unbelievable \$24,814,407. The same costs actually incurred for 2020-21 were \$18,098,000. That's a \$6,716,407 or 37% increase in just two short years! I don't care about inflation. Or the loss of personnel for our work force. Or Bidenomics. Or the high cost of living in Incline Village. Or our remote geographical location. Or our harsh winter. Stop making excuses! The facts of the matter are that our costs to run businesses based upon salaries and benefits are greatly outpacing our ability to generate revenues. Pure and simple!

5. Now let's look at the District's five (5) year capital plan required to be filed with the State. You will recall staff's proposed plan was presented to the Board at its July 26, 2023 meeting (agenda item H3). And it totaled a whopping \$123,846,448 (see page 261 of the Board packet for that meeting)! Over just the next five (5) years. That's nearly \$25M per year!

6. Let's give staff a bit of a break. Of this nearly \$124M figure, \$80,871,700 represents CIP expenditures assigned to Public Works. A good portion of which are budgeted to be spent on the effluent export pipeline replacement project, and paid with the proceeds of loans/grants. So let's subtract this figure from the nearly \$124M. We're still left with a massive \$42,974,748 of CIP expenditures. And that works out to nearly \$8.6M of expenditures per year!

7. Then we have residents like John Klein clamoring (see pages 130-31 of the Board packet for that meeting) for the irresponsible expenditure of over \$7.05M or more on new courts/resurfacing of old courts at the money losing Tennis Center (see page 267 of the Board packet for that meeting). And residents like Tim Callicrate clamoring for the irresponsible expenditure of \$4M or more on a new Beach House restaurant (see page 269 of the Board packet for that meeting). And residents like Kendra Wong clamoring for the irresponsible expenditure of \$9.25M or more on improvements assigned to the Diamond Peak Master Plan (see page 266 of the Board packet for that meeting). And residents like Gail Krolick clamoring for the irresponsible expenditure of nearly \$500K or probably \$1M or more for the replacement of a portion of Ski Way (see page 263 of the Board packet) so they can ingress and egress their homes in Tyrolean Village. And residents like Whiner Riner clamoring for the irresponsible expenditure of \$1M or more on a dedicated dog park (see page 266 of the Board packet for that meeting). And residents like Mick Homan insisting local parcel owners continue to involuntarily cover the \$2M or more of annual losses assigned to District golf courses so he

and a couple of hundred of his fellow core golfer takers can have access to the equivalent of a private country club without having to pay the typical membership/monthly fees.

And I have to ask, where do you people think the money's going to come from? As Warren Buffet famously asked, the tooth fairy?

8. And now we're ready for Bobby Magee and his additional \$608K request - just for this year. And what does he tell us? "The District does not have the staffing resources to undertake and complete the year end close. The Controller position has remained vacant since the previous incumbent left the organization approximately six months ago. While the position has been under recruitment since it became vacant, (we have not been able to establish a candidate pool)...due to a lack of qualified and interested candidates applying for the position...

The department...estimates that the year-end closing process is approximately six to eight weeks behind schedule, given available staffing...IVGID does not currently have any permanent employees who have experience supporting a governmental audit...(Although) no one individual currently has capacity to operate in the role of Interim Controller, Baker Tilly (i)s able to provide a team of individuals that could each take pieces of the Audit work and complete the tasks in a timely fashion...(But her) work will be billed on an hourly basis, with a not-to-exceed amount of \$125,000."

9. But wait. There's more!

"In conducting outreach to potential (employee) candidates, the feedback received is that (our) salary range is not currently commensurate with industry norms." So Mr. Magee suggests "chang(ing our) Controller('s) salary grade from a Grade 33 to a Grade 36. The impact of this action would be to add approximately \$22,095 annually at the high-point of the salary grade (for this position)...Part two of the Staffing Augmentation Plan is to add an Assistant Finance Director position...The estimated fully burdened cost of this position is (an unbelievable) \$256,626 (annually)...Part three of the Staffing Augmentation Plan is to add an Internal Auditor...The estimated fully burdened cost of this position is (another unbelievable) \$182,376 (annually)." Then we get to "Part four of the Staffing Augmentation Plan...Chang(ing) the salary grade of the Director of Finance position from Grade 42 to Grade 44...The impact of this action would be to add approximately \$22,300 annually at the high-point of the salary grade."

10. Do you understand what salary grade 44 represents? I can't tell you for the current fiscal year, but I can tell you for the previous 2022-23 fiscal year because a grid appears at page 55 of the May 26, 2022 Board packet. And are you ready for this one? Up to \$239,931! And if we're going to pay a new Finance Director \$240K annually, how much do you think we're going to have to pay a new GM? And a new Director of Public Works? And a new Director of Food and Beverage?

11. But wait there's more!

What is it we're paying Mr. Magee compared to what we paid former Finance Director Paul Navazio in salary and benefits? Haven't we just increased Mike Bandelin's annual salary to \$220K? And now that Brad Underwood has left, it turns out Kate Nelson is the interim Director of Public Works (see page 161 of the Board packet for tonight's meeting) and Bree Waters is the interim Ass't Director. How much more are we paying Ms. Nelson and Ms. Waters that the Board and the public have no clue about?

Again I ask what do you people not understand? We're a measly mosquito district. Our ability to raise revenues is severely limited because we're not a general government like a city or county. Notwithstanding our powers are similarly limited, we think we exist for all reasons to all people. When we don't!

Why are we incurring costs like these? For whose benefit are these facilities and services furnished? When do we get to

the point where we face the fact that the benefits we seek to perpetuate (i.e., everything that we do) do not match the costs necessary therefore? When do we honor the representations a prior IVGID Board made to County Commissioners and the public that we wouldn't acquire, improve, maintain and operate recreational facilities other than our private beaches? When do we say "that's it?" When do we at least begin studying the effects of throwing in the towel and just saying "that's it?" Or do we simply stick our heads in the sand and hope that things on their own work themselves out?

So let's get back to this agenda item in particular. Under alternatives, Mr. Magee tells us we can "direct staff to work within existing resources." IMO that's what we should do even though Mr. Magee tells us that "the risk to this strategy would be missing the deadline for filing the Audit with the State...(And) continue on the current business activities with the understanding that many of the best practices identified would be delayed or not implemented in order to complete routine daily tasks."

These people need to learn to work within our financial means. Maybe if they didn't spend their valuable time during the IVGID workday recreating at the Justice Court (see my earlier e-mail on what our RFF/BFF really pay for), they'd have time to complete their duties? Or maybe we just have the wrong people employed? Or we have the wrong senior staff supervising these people? Or maybe we're just trying to accomplish too much? Or maybe it's just too daunting a task to undertake in such a small, rural, isolated area as Incline Village/Crystal Bay?

Because you now see that come next May, if we don't make radical changes, we're going to have no alternative but to massively increase the financial subsidy we make to the General Fund (i.e., central services cost transfers). And since we budget to overspend in the Community Services and Beach Funds, and that overspending is subsidized by the RFF and BFF, respectively, this means a massive increase to the RFF/BFF. Massive!

And when this happens, don't blame Frank Wright. Or Mike Abel. Or Cliff Dobler. Or me. Or the nasty nine. Or the awful eight. Blame those who have gotten us into this mess and think we can spend our way out of it by massive bonding (are you listening Trustee Noble?).

If it costs us \$300K or more annually for a GM; and \$250K or more annually for a Finance Director; and \$220K or more annually for an Ass't Finance Director; and \$220K or more annually for a Controller; and \$190K or more annually for an Internal Auditor; and \$200K or more annually for Darren Howard; and \$200K or more annually for Sheila Leijon; and \$220K or more annually for Mike Bandelin; and \$200K or more annually for an IT Director; and \$200K or more for an HR Director; and \$165K or more annually for a glorified secretary (aka Susan Herron); and \$100K or more annually for a Board Clerk; and \$1M or more annually for Marketing; and \$100K or more annually for a propaganda magazine; and \$70K or more annually for someone to issue press releases (aka Communications Coordinator); then maybe we need to eliminate some of the services we furnish or get out of business? Just turn all of this stuff over to the County and let them do their jobs as the source of our governance.

And to those who object and have no problem paying more for all of this stuff, I and others say "be our guests." YOU pay more for all this stuff. Why is it your mentality dictates that the rest of us involuntarily accompany you down this black hole? And what sort of person would do such a thing to his/her neighbor?

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 9, 2023 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – THE HYPOCRICY OF SUSAN
HERRON'S PROMOTION TO ADMIN SERVICES DIRECTOR IN THE
ABSENCE OF NEED, SPECIFIC DUTIES OR QUALIFICATIONS
AND A CORNACOPPIA OF UNRELATED TASKS**

Introduction: When the public first learned that Susan Herron had been promoted to Admin Services Director with a commensurate increase in pay, many of us saw this nothing more than a payoff by our GM to reward past allegiance. I made a records request for the job description for this new position and received something to the effect of we really don't have much of a description but we're working on it. You don't have a job description and yet you feel the need to promote an employee in house to receive more compensation? Disingenuousness to say the least.

Recently Ms Herron has revealed that she spent her time writing and prosecuting grant funding requests with the County for ARPA funding even though this is a function of the engineering department. Ms Herron has the qualifications and skills to be a grant writer/prosecutor, and she was promoted to this position because the District needed such an employee?

Then yesterday we learned of another one of Ms Herron's job description. Create dissension amongst public employees against members of the public which manifest themselves in taking the morning off of the IVGID workday to recreate at Justice Court.

And now we have Ms. Herron doing her exact old job, except now at a much higher pay scale. She is interim Board clerk, and Public Records Officer. In other words a real McIver! And that's the purpose of this written statement.

My E-Mail of August 2, 2023: On August 2, 2023 I sent the Board an e-mail which alerted it to Ms. Herron's expansive activities associated with submittal for and prosecution of the District's application for ARPA grant funding with the county¹. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A." And rather than recounting Ms Herron's actions in recruiting a crew of employees to appear in Justice Court to render moral support for one of their own (Bree Waters), I direct the reader to the companion written statement on this subject which is submitted contemporaneously herewith.

Conclusion: There is no need for a Director of Admin Services. There is no need to pay Ms Herron the compensation she is currently being paid to be nothing more than a glorified secretary. Yet that's what we do because that's what being a community is all about. Now that we understand the worthless work Ms Herron does to warrant her excessive compensation. Just like so many of our

¹ That e-mail is attached as Exhibit "A" to this written statement.

other employees. They don't have enough work to do to warrant a full time job with benefits. So they have to engage in seasonal "busy work" to make the case they're needed as a full time benefited employee. Want some examples? How about Paul Raymore? Or Darren Howard's assistant golf pros? Or our merchandise manager. And now Susan Herron. it's time to say good bye to Ms Herron. We don't need to pay her \$160K or more annually to be a glorified secretary. And we don't need her to be a promoter of dissension amongst her fellow public employees and members of the public..

And you wonder what your Recreation ("RFF") and Beach ("BFF") Facility Fees actually pay for? And why they continue perpetually and but for the short run, never seem to go down or be eliminated? I've now provided answers.

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

EXHIBIT "A"

Re: Did You Know That One of the Jobs For a Director of Admin Services is Drafting and Prosecuting ARPA Grant Funding/

From: "Dave Noble" <noble_trustee@ivgid.org>
To: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
Cc: "Matthew Dent" <dent_trustee@ivgid.org>, "Sara Schmitz" <trustee_schmitz@ivgid.org>, "Michaela Tonking" <tonking_trustee@ivgid.org>, "Ray Tulloch" <tulloch_trustee@ivgid.org>, "Mike L. Bandelin" <MLB@ivgid.org>, "Susan A. Herron" <sah@ivgid.org>
Subject: Re: Did You Know That One of the Jobs For a Director of Admin Services is Drafting and Prosecuting ARPA Grant Funding/
Date: Aug 2, 2023 11:22 AM

Mr. Katz,

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

David Noble
Secretary, IVGID BOT

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Friday, July 28, 2023 4:13:44 PM
To: Matthew Dent
Cc: Sara Schmitz; Michaela Tonking; Ray Tulloch; Dave Noble
Subject: Did You Know That One of the Jobs For a Director of Admin Services is Drafting and Prosecuting ARPA Grant Funding/

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

Chairperson Dent and Other Honorable Members of the IVGID Board -

As each of you knows in May I made a public records request to examine records evidencing Unreimbursed Internal Services Staff Time Expended on ARPA Grant Funding as Well as the Skate Board Park Project. And I've written to each of you about how Ms. Herron has intentionally concealed those records.

But that's not the purpose of this e-mail. Rather I draw your attention to the highlighted (in red) portion of Ms. Herron's July 12, 2023 response below.

Ms. Herron is the Director of Admin Services. Not an engineer. Not a project manager. So why is she spending her time preparing and submitting a grant application to the county for ARPA funds? Why is she the point person who is reporting to the GM insofar as this task is concerned?

Don't you recall that when I first learned that Ms. Herron has been promoted to the Director of Admin Services (a department consisting of one person - Ms Herron) I asked to examine the job description for this vital position? And that description basically disclosed what.....ver she and former GM Indra subsequently determined would be her job duties. And now we learn this.

And none of you has a problem with this? This is evidence Ms Herron's position should be eliminated because it is unnecessary. And it proves my point. Her promotion was nothing more than pay back by Indra for her support.

So now that you know the truth, what do you intend to do about it?

Respectfully, Aaron Katz

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

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

Sent: Jul 12, 2023 11:26 AM

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

Cc: Matthew Dent <dent_trustee@ivgid.org><mailto:dent_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org><mailto:trustee_schmitz@ivgid.org>, Michaela Tonking <tonking_trustee@ivgid.org><mailto:tonking_trustee@ivgid.org>, Dave Noble <noble_trustee@ivgid.org><mailto:noble_trustee@ivgid.org>, Ray Tulloch <tulloch_trustee@ivgid.org><mailto:tulloch_trustee@ivgid.org>

Subject: RE: Records Request - Unreimbursed Internal Services Staff Time Expended on ARPA Grant Funding as Well as the Skate Board Park Project

Mr. Katz,

Thank you for following up on this records request. Our former District General Manager informed me, when this request was received, that he was going to handle this request personally. My recollection is that he told me that he discussed it with you verbally and that no further action was required. By your email of this morning, I am assuming that verbal discussion wasn't enough therefore I apologize and provide the following:

The history of this grant, and it is only one grant, was dialogued in the District General Manager's status reports which are available on the website; if you have trouble locating them, please let me know. The award of the grant came before the Board of Trustees, where it was approved, and that is also on our website and again, if you have trouble locating that item, please let me know. Further, I prepared the grant application with review from our Engineering Manager and former

District General Manager. I submitted the application and worked with and continue to work with the Washoe County Grants team to ensure receipt of this non-competitive grant and its reporting which continues to date. As to any documents, those were included in the Board packet where this grant was approved.

Respectfully,
Susan

From: s4s@ix.netcom.com<mailto:s4s@ix.netcom.com> <s4s@ix.netcom.com><mailto:s4s@ix.netcom.com>
Sent: Wednesday, July 12, 2023 8:10 AM
To: Susan A. Herron <sah@ivgid.org><mailto:sah@ivgid.org>
Cc: Matthew Dent <dent_trustee@ivgid.org><mailto:dent_trustee@ivgid.org>; Sara Schmitz <trustee_schmitz@ivgid.org><mailto:trustee_schmitz@ivgid.org>; Michaela Tonking <tonking_trustee@ivgid.org><mailto:tonking_trustee@ivgid.org>; Dave Noble <noble_trustee@ivgid.org><mailto:noble_trustee@ivgid.org>; Ray Tulloch <tulloch_trustee@ivgid.org><mailto:tulloch_trustee@ivgid.org>
Subject: Re: Records Request - Unreimbursed Internal Services Staff Time Expended on ARPA Grant Funding as Well as the Skate Board Park Project

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Hello Ms Herron -

Still waiting on this one.

It has been a bogging 6+ weeks!

Are you going to tell me you sent me records evidencing the same?

Aaron Katz

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

From: <s4s@ix.netcom.com<mailto:s4s@ix.netcom.com>>
Sent: May 26, 2023 3:13 PM
To: Susan A. Herron <sah@ivgid.org<mailto:sah@ivgid.org>>
Subject: Records Request - Unreimbursed Internal Services Staff Time Expended on ARPA Grant Funding as Well as the Skate Board Park Project

Hello Ms. Herron -

I would like to examine two sets of records.

The first involves internal services' staffs' efforts to secure ARPA grant funding from Washoe County since January 1, 2022 ("scope of work"). It was revealed last night that at least Kate Nelson was involved in these efforts. Which ultimately resulted in a \$250K grant for renovations to the skate board park. Prior to that, there were unsuccessful efforts for funding of the export effluent pipeline.

And so we are clear, I want to examine records which reveal:

1. The names of all persons furnishing these services;
2. The date(s) they provided these services;
3. A word by word description of the services actually performed by these person(s);
4. The time expended for each of the services actually performed;
5. The time billed to a department other than internal services for each of the services actually performed;
6. The hourly rate(s) for the time billed to a department other than internal services for each of the services actually performed;
7. The identity of the department(s) other than internal services which were billed for each of the services actually performed;
8. The identity of each specific CIP to which internal services time with respect to this scope of work was billed;
9. Any out of pocket expense incurred in the prosecution of this scope of work which was billed to a department other than internal services;
10. The district chart of account number assigned for each of the services actually performed pursuant to this scope of work as well as out of pocket expense(s) incurred which were billed to a department other than internal services.

Please do not provide a recreated summary of all of the above merely demonstrating hours expended and at an applied hourly rate. I want to examine the source documents themselves.

Now let's move on to the skate board park renovation project in particular. I want to examine records which reveal:

1. The names of all persons whose salaries are assigned to internal services who furnished these services;
2. The date(s) they provided these services;
3. A word by word description of the services actually performed by these person(s). This would include but not be limited to Ms. Waters' research in anticipation of preparing a staff memo in support of last night's agenda item on this subject matter; Ms. Waters' staff memo presented in support of last night's agenda item on this subject matter; Ms. Waters' preparation in anticipation of appearing at last night's agenda item on this subject matter; Ms. Waters' time appearing at last night's agenda item on this subject matter; all work Ms. Waters has done since last night's Board meeting in prosecution of this scope of work as requested by the Board; etc.
4. The time expended for each of the services actually performed;
5. The time billed to a department other than internal services for each of the services actually performed;
6. The hourly rate(s) for the time billed to a department other than internal services for each of the services actually performed;
7. The identity of the department(s) other than internal services which were billed for each of the services actually performed;
8. The identity of each specific CIP to which internal services time with respect to this scope of work was billed;
9. Any out of pocket expense incurred in the prosecution of this scope of work which was billed to a department other than internal services;
10. The district chart of account number assigned for each of the services actually performed pursuant to this scope of work as well as out of pocket expense incurred which were billed to a department other than internal services.

Please do not provide a recreated summary of all of the above merely demonstrating hours expended and at an applied hourly rate. I want to examine the source documents themselves.

Continuing, in Ms. Waters' staff memo in support of last night's agenda item on this subject matter, she represented that she had obtained or created an updated cost estimate for this project totaling \$500,000. I would like to examine that cost estimate.

Finally, in Ms. Waters' staff memo in support of last night's agenda item on this subject matter, she represented that

there were multiple phases to this project. I would like to examine records evidencing the number of phases to this project, and a description of the work involved in each phase.

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 AUGUST 9, 2023 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – LESSONS TO BE LEARNED –
UNDERSTAND THAT OUR STAFF ALLOW ALL SORTS OF THIRD
PARTIES TO FREELY USE THE RECREATION AND BEACH
FACILITIES YOU AND I PAY FOR – BECAUSE THAT'S
WHAT BEING A COMMUNITY IS ALL ABOUT**

Introduction: At the Board's July 26, 2023 meeting it was revealed that we can't use our own Village Green for a dedicated dog park because to do so with the ability of various third parties to use a portion, FOR FREE, for helicopter landings/take offs. This revelation caused me to make a records request for the particulars insofar as who uses Village Green for these purposes, what they pay, how many times a year, and what additional ancillary costs local parcel owners involuntarily pay that are associated with these landings/take offs. It also made me ask similar questions with respect to the Washoe County Sheriff's Office's ("WCSO's"), North Lake Tahoe Fire Protection District's ("NLTFPD's"), Nevada Department of Wildlife's ("NDOW's"), and others' FREE use of our private beaches for their particular special services. What good does it do us to have recreational facilities we cannot use because they must be kept available for third parties who pay none of the costs associated therewith? And that's the purpose of this written statement.

My E-Mail of August 2, 2023: On August 2, 2023 I sent the Board an e-mail which outlined my concerns with these third parties' free use of our recreational/beach facilities for their respective services of the month which local parcel owners are forced to involuntarily pay for access to those very facilities they are prevented or restricted from using¹. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

The District's June 30, 2022 Agreement Which Allows the NLTFPD to Freely Use Our Beaches For Their Motorized Vessel Storage and Lake Tahoe Launch at Ski Beach: The only document Ms. Herron produced in response to my records request was an agreement between the District and the NLTFPD above-identified. Since staff had no authority to enter into such an agreement, and I am certain it was entered into without Board knowledge, I feel it important to share the same with the Board and the public. Therefore, a copy is attached as Exhibit "B" to this written statement.

Conclusion: In my e-mail to the Board I made the argument that "it never gets better. The deeper one digs, it's always the dirtier it gets. When are we going to learn? When are we going to change our behavior? When are we going to right this wrong ship? To which I've received no response.

We always get some answer like it's what a community is all about. Or it's about the kids. Or it's about the Lake. Or the fish. Or climate change. Or it's for emergency services. Or whatever. But

¹ That e-mail is attached as Exhibit "A" to this written statement.

these people don't understand that we're not here for ANY of this. We're not a general government like a city or county. We're not charged with providing an array of services benefiting the health, safety and welfare of our community. We're not here for emergency services. All of those services are the responsibility of our governing government, Washoe County. So why do people make demands on us versus the County? And why do local parcel owners have to pay for these services when they should be provided for no additional sums from the *ad valorem* taxes we pay the County?

You and I have to pay for "the availability to access and use" District owned recreational and beach facilities. How come WCSO, NLTFPD, NDOW, Renown Hospital and others don't have to pay for the same availability? After when a helicopter makes an emergency landing and take off on the Village Green, does it not charge the user or benefactor of that landing/take off a fee? Even though it can be in the tens of thousands of dollars, how much does it share with the District (the answer is nothing)? When the NLTFPD uses public streets to deliver a person in need of emergency health care to a hospital, does it not charge the user or benefactor of that service a fee? And even though it can be in the hundreds or thousands of dollars, how much does it share with the District (the answer is nothing)? How come it's always a "give and take relationship" between our third party partners and us where we're always the givers and they're always the takers?

And you wonder what your Recreation ("RFF") and Beach ("BFF") Facility Fees actually pay for? And why they continue perpetually and but for the short run, never seem to go down or be eliminated? I've now provided answers.

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

EXHIBIT "A"

Re: RE: Records Request - Permission to Use Village Green as a Landing Spot For Helicopter Rescue

From: "Dave Noble" <noble_trustee@ivgid.org>
To: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
Cc: "Matthew Dent" <dent_trustee@ivgid.org>, "Sara Schmitz" <trustee_schmitz@ivgid.org>, "Michaela Tonking" <tonking_trustee@ivgid.org>, "Ray Tulloch" <tulloch_trustee@ivgid.org>, "Mike L. Bandelin" <MLB@ivgid.org>, "Shelia Leijon" <sal@ivgid.org>
Subject: Re: RE: Records Request - Permission to Use Village Green as a Landing Spot For Helicopter Rescue
Date: Aug 2, 2023 11:23 AM

Mr. Katz,

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

David Noble
Secretary, IVGID BOT

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Monday, July 31, 2023 11:38:28 AM
To: Matthew Dent
Cc: Sara Schmitz; Michaela Tonking; Ray Tulloch; Dave Noble
Subject: Fw: RE: Records Request - Permission to Use Village Green as a Landing Spot For Helicopter Rescue

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

Chairperson Dent and Other Honorable Members of the IVGID Board -

I keep telling you it's essentially everything these people do. Everything. And here we have another example. I'm going to have more to say about this in the coming days, but let's just deal with what we specifically have before us.

1. Please find my public records request below.
2. Please find Ms. Herron's response below. Which includes the attached agreement.
3. So you see that on June 30, 2022 Indra Winqest and Sheila Leijon participated in the drafting and entrance into an agreement with the NLTFPD for which they had no authority, and they violated the beach deed's use restrictions to boot!
4. What authority did Indra have? Assuming none because he had none, did he go to the Board to be totally transparent and secure Board approval? Did he even inform the Board what he was doing so you members would be aware? Did you know Indra had entered into the agreement he did or does this come as a surprise to you because a member of the

public was forced to discover the truth because staff are not forthcoming?

5. What about beach use restrictions? Do you see anything in the beach deed which allows us to violate its use restrictions for alleged emergency health reasons? Do you need to get another legal opinion which instructs whether the beach deed's use restrictions can be violated for alleged emergency health reasons? How is this any different than permitting non-resident IVGID employees without beach access from using the beaches? So why is this permissible?

6. We can't even get basic social services out of the county even though we're part of the county. But we open our arms to every Tom, Dick or Harry public agency that makes request to use our facilities and services for free. What is it you don't understand?

7. Don't you recall that Gerry Eick unilaterally sold three District parcels with beach rights to his preferred collaborators without the Board's knowledge, consent or authority? And how was that any different than what Indra has done here?

8. Don't you recall that Joe Pomroy unilaterally sold treated sewer effluent wastewater for irrigation purposes to the Schneider Trust and Clear Creek golf course without the Board's knowledge, consent or authority? And how was that any different than what Indra has done here?

9. And it's not just WCSO, NLTFPD, and Renown Hospital. What about TRPA? Sheila has announced that we're back in the TRPA boat inspection business. Doing TRPA's job. Does TRPA charge fees for inspection? And how much is shared with IVGID? If it's anything like it used to be several years ago, we're paid 5% of the gross amount of the inspection fee. And we pay for all the effort to collect and process those fees. And then to transfer the net amount to TRPA. And run it through our sophisticated point of sale system. And when paid via credit card, to process those charges through our bank which charges us at least 2-1/2% of the 5% we're paid in processing fees. Sounds to me like we're making as much money as the golfers claim we're making on the golf courses.

10. Let's not stop here. Do you realize there's a sailing club which is using our Hermit Beach for free to store its members' kayaks, paddle boards and other non-motorized water vessels? As well as a bulky storage shed for tools/miscellaneous gear? How come they get a financial break and I don't?

It never gets better. The deeper one digs, it's always the dirtier it gets. When are we going to learn? When are we going to change our behavior? When are we going to right this wrong ship?

Respectfully, Aaron Katz

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

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

Sent: Jul 31, 2023 9:04 AM

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

Subject: RE: Records Request - Permission to Use Village Green as a Landing Spot For Helicopter Rescue

Mr. Katz,

Attached is the only document that the District has with respect to your request below. As a reminder, the helicopter landings are for emergency purposes only as there are no commercial landings of helicopters at Aspen Grove.

Susan

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

From: s4s@ix.netcom.com

Sent: Thursday, July 27, 2023 12:37 PM

To: Susan A. Herron

Subject: Records Request - Permission to Use Village Green as a Landing Spot For Helicopter Rescue

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

Hello Ms. Herron -

At last night's Board meeting it was revealed that the owner(s)/operator(s) of helicopter service(s) are using the lower Village Green field for emergency rescue. I don't know who these people are but whoever they are, I would like to examine whatever agreement(s) they have with the District which allows them to use the Village Green for that purpose. And to the extent the compensation for that use is not provided in those agreements, I would like to examine records which evidence: 1) the compensation agreed to; 2) the amounts paid to IVGID since July 1, 2021 therefore; 3) the invoicing from IVGID which breaks down the dates landings which have taken place, and the amounts charged for each such landing; and, 4) records evidencing the chart of account number(s) assigned to the revenue(s) received as identified above.

And while we're at it, I would also like to examine similar records pertaining to the WCSO's launch and recovery of their vessels at our Ski Beach since July 1, 2023. And the NLTFPD's launch and recovery of their vessels at our Ski Beach since July 1, 2023. And the NDOW's launch and recovery of their vessels at our Ski Beach since July 1, 2023.

Thank you for your cooperation. Aaron Katz

EXHIBIT "B"

TO: Tiffany Good, TRPA
FROM: Shelia Leijon, Incline Village General Improvement District Director of Parks & Recreation
RE: North Lake Tahoe Fire Protection District Emergency Response Vessel
Roll and Go Ski Beach Storage and Launching Proposal

OVERVIEW

The North Lake Tahoe Fire Protection District (NLTFPD) docks Marine 16, their fire and rescue boat, at Sand Harbor until low water levels require it to be moved to the Thunderbird Lodge. Due to the increased summer traffic on the East Shore of Lake Tahoe, which impedes emergency response times, NLTFPD has devised a tiered response plan for water rescue incidents. In a water emergency, NLTFPD engages the first tier of response by launching a jet ski operator and rescue swimmer via a jet ski stored at Ski Beach in Incline Village. Currently, the EMS Jet Ski is held on a cumbersome, ineffective sand trailer which must be manually pulled by staff to the water for launch and retrieval, creating a challenging situation that lengthens response times and adds the potential of injury to emergency responders. Once the jet ski is launched, the engine company and an additional ambulance continue to Sand Harbor to launch Marine 16 as the second tier of response.

PROPOSED RECOMMENDATION

To improve response times and reduce potential injuries to NLTFPD staff, Incline Village General Improvement District requests approval to change the current the method of storage and launching from the existing sand trailer to a Roll and Go launch system (Exhibits A and B)

The Roll and Go will be located on the east side of the Ski Beach boat ramp. The EMS Jet Ski will be safely secured and marked as an NLTFPD Emergency Response Vessel. Documentation of current registration, licensing, AIS sealing, and insurance will be provided to IVGID and TRPA. NLTFPD will incur any permitting fees required by TRPA. NLTFPD will hold harmless IVGID for any damage, vandalism, etc. done to the Roll and Go while on IVGID premises.

Exhibit A – Current Sand Trailer



Agreed to: 

Indra S. Winquest, IVGID District General Manager 06/30/2022

Agreed to: 

Ryan Sommers, NLTFPD Fire Chief 06/30/2022

Exhibit B – Proposed Roll and Go



MEMORANDUM

TO: Board of Trustees

THROUGH: Chairman Matthew Dent

FROM: Sara Schmitz, Trustee

SUBJECT: Review, discuss and possibly prioritize and provide direction to staff for the incomplete goals identified by the prior Board of Trustees and budgeted initiatives from the 2021-23 Strategic Plan

DATE: July 13, 2023

I. RECOMMENDATION

It is recommended the Board of Trustees provides direction to staff on the prioritization of incomplete budgeted initiatives and goals.

II. BACKGROUND

Staff developed the 2021-23 Strategic Plan and identified specific Budgeted Initiatives to be completed by June 30, 2023. Additionally, the prior board identified specific measurable goals to be accomplished. Attached are the two documents for review.

III. DECISION POINTS

Below is the list of incomplete goals as identified by the prior board. The board is requested to review each item and determine if it is still a goal to be completed and identify a level of priority (1-4 with 1 being the highest priority). Goals that are in-progress are not listed below (see the attached complete list).

Internal Controls:

- Using the District's multi-year strategic plan:
 - Identify the annual goals and objectives by venue/operations.
 - Collaborate with the Senior Leadership team to evaluate current processes and controls.
 - Identify deficiencies and oversee process improvements.

Contract and Project Management:

- Ensure all contracts/MOU's are reviewed by the Board of Trustees on an annual/periodic basis.
- Provide the Board design and cost alternatives for the building of a new beach house at Incline Beach. **Chair Dent leading effort to bring to the board in July.**
- Provide the Board a plan for discussion and further direction for an updated Diamond Peak Master Plan. From the Strategic Plan Update: Staff has deferred the proposed summer 2022 Diamond Peak Master Plan review advisory committee meetings until late fall to mid-winter.
- Provide the Board with an implementation plan and budget for the creation of a new dog park. This should include the anticipated budget for ongoing operational and capital maintenance costs. **The Director of Parks and Recreation is intending to bring design options to the board at the end of July.**
- Provide the Board with cost estimates and options for improvement of the beach ingress/egress. **The project closure report clarified that the deliverable wasn't what the board requested; it was a primarily a traffic study.**

Implement and evaluate revisions to Ordinance 7:

- Further refine, if necessary, Ordinance 7 and recommend for review and approval by the Board potential procedural changes.
- Formulate a recommendation and present to the Board a strategy for punch card provisions.

Below are the identified budgeted initiatives from the Strategic Plan that have not been completed. The board is requested to provide feedback to staff on the priority of the initiatives. Any initiatives that are "ongoing" have been excluded from the list below. Examples include working with the District's Federal Lobbyist, Nevada League of Cities, and Local Government Agencies to procure potential federal infrastructure money including the United States Army Corps of Engineers.

#7 Governance

1. Implement Civic Clerk – Is there work to complete for the Trustees?
2. Update process to administer requests for public records while ensuring compliance with the Nevada Public Records Act. At present, District Counsel is working on the policy and once that is formally presented and adopted, by the Board of Trustees, it will be posted on the website.

#6 Communications

1. Continue to administer venue and parcel owner and customer surveys related to key matters and initiatives.
2. Provide informative and timely releases of information to our parcel owners and customers. At present, meeting synopsis are being sent. Additionally, in lieu of what was learned from the November 2022 boil order notice to a small number of parcels, Staff is working on an improved communication plan to notify and educate our parcel owners. Staff is also working on increasing the frequency of venue eflyers.
3. Host Board of Trustees Community Workshops related to key District matters as scheduled by the Board of Trustees. These have not been scheduled.

#5 Assets and Infrastructure

1. Develop Comprehensive Capital Plan for IVGID Beach Properties aligning with the Beaches Master Plan.
2. Complete evaluation of the options and provide a recommended timeline and methodology for the reconstruction of Ski Way.

#4 Workforce

1. Partner with the Recreation Center Management Team to develop Health and Wellness strategies for District employees; monitor programs to evaluate an overall reduction in absenteeism related to illness, reduced insurance usage, improved employee morale, and increased employee engagement. – PLACED ON HOLD.

#3 Finance

1. Implement transition to new Tyler/Munis enterprise financial system to enhance management and oversight of internal controls, District finances, improve workflow process and strengthen internal controls. **EXPECTED TO BE COMPLETE IN JULY.**
2. Complete comprehensive review of District's internal control policies and procedures to ensure sound fiscal management, integrity of financial information and safeguard the District's assets and financial resources. *The last update in the strategic plan states: "Strengthening internal controls is also a major focus of the project to transition to the Tyler/Munis financial system, effective July 1, 2022".*
3. Work with Board of Trustees to implement District-wide pricing policy, to ensure desired cost recovery and policy-driven differential pricing for parcel owners and customers. *While the Strategic Plan states this is complete, based on recent board discussion, there may be additional work needed.*

#1 Service

1. Utilize employee surveys to further define areas of improvement as well as celebrate successes. The latest Strategic Plan update states "Developing an employee satisfaction survey for Community Services venues".

2. Seek service specific community feedback to determine parcel owner and customer satisfaction and implement into overall business models. The latest Strategic Plan updates states “Recreation Center and Tennis Pickleball Center to launch customer satisfaction surveys in spring of 2023. Ski and Golf provide an annual end of season customer service satisfaction survey.”
3. Understand, communicate and demonstrate documented service level baselines at each venue and facility. The emphasis is on providing the best, most consistent customer experiences. The latest Strategic Plan update states “Continuing to take Board direction and evaluating where service levels may be adjusted”.

IV. ALTERNATIVES

As the board sees fit.

V. COMMENTS

None.

VI. BUSINESS IMPACT/BENEFIT

To provide clear direction to staff on the board’s priorities.

VII. ATTACHMENTS

See the attached documents including the 2021-23 Strategic Plan and the list of goals.

Below is a subset of the list of the 2022-23 goals as identified by the prior board. The items highlighted in yellow have not been completed. I request the board provide direction to staff to place the items on the long range calendar, not the parking lot, so as to move the efforts forward. The blue highlights identify action taken by the board to move initiatives forward.

2. Internal Controls:

- *Using the District's multi-year strategic plan:*
 - *Identify the annual goals and objectives by venue/operations.*
 - *Collaborate with the Senior Leadership team to evaluate current processes and controls.*
 - *Identify deficiencies and oversee process improvements.*
 - *Identify and recommend, for Board review and possible approval, a consultant to lead the Board of Trustees (in 2023) through a strategic planning process. Action taken by the board with Moss Adams.*
- *Evaluate updated processes and policies to ensure compliance with District policies, practices, ordinances and resolutions. Part of the Moss Adams Engagement.*
 - *For revised or retired policies, agendaize information for Board of Trustee approval as required or appropriate.*

3. Contract and Project Management:

- *Ensure all contracts/MOU's are reviewed by the Board of Trustees on an annual/periodic basis. This has been a work in progress since September 2021.*
- *Embark on the replacement of the Effluent Pipeline project with a defined funding plan through the project's completion.*
- *Embark on the WRRF Pond 1 effluent holding pond alternative implementation.*
- *Provide the Board design and cost alternatives for the building of a new beach house at Incline Beach. Chair Dent leading effort to bring to the board in July.*
- *Provide the Board a plan for discussion and further direction for an updated Diamond Peak Master Plan.*
- *Provide the Board an implementation plan and budget for the creation of a new dog park. This should include the anticipated budget for ongoing operational and capital maintenance costs. The Director of Parks and Recreation is intending to bring design options to the board at the end of July.*
- *Provide the Board with cost estimates and options for improvement of the beach ingress/egress. The project closure report clarified the deliverable wasn't what the board requested; it was a primarily a traffic study.*
- *Complete projects identified and approved for 2023 in the 5-year CIP/Maintenance plans. Below is a list of the significant projects identified to be completed:*
 - *The utility infrastructure master plan with budgetary refinements, as needed. In Progress*
 - *Water main replacement – Crystal Peak – In Progress*
 - *Sewer Pump Station #1 Improvements – Yet to Begin*
 - *Mountain Cart Path Phase II – In Progress*
 - *Diamond Peak RFID Gantries - Complete*

4. Implement and evaluate revisions to Ordinance 7:

- *Evaluate and monitor effectiveness of proposed revisions; provide feedback to Board after each season to discuss and determine if further revisions are needed.*
- *Further refine, if necessary, Ordinance 7 and recommend for review and approval by the Board potential procedural changes.*
- *Formulate a recommendation and present to the Board a strategy for punch card provisions.*

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
District General Manager

SUBJECT: General Manager's Status Report
Prepared for the meeting of July 12, 2023

DATE: July 5, 2023

Shown below is a progress update to the District Strategic Plan which was adopted by the Board of Trustees in September 2021. It is updated by Budgeted Initiatives for 2021 – 2023 with the update in brown text.



Strategic Plan
Fiscal Years 2021/2022 and 2022/2023
Adopted September 2021
Progress Update (May 2022)
Progress Update (December 2022)
Progress Update (June 2023)

LONG-RANGE PRINCIPLES

LONG RANGE PRINCIPLE #1 - SERVICE

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

LONG RANGE PRINCIPLE #2 – RESOURCES AND ENVIRONMENT

Initiating and maintaining effective practices of environmental sustainability for a healthy environment, a strong community and a lasting legacy.

LONG RANGE PRINCIPLE #3 - FINANCE

The District will ensure fiscal responsibility and sustainability of service capacities through prudent fiscal management and maintaining effective financial policies for internal controls, operating budgets, fund balances, capital improvement and debt management.

LONG RANGE PRINCIPLE #4 - WORKFORCE

Attract, maintain and retain a highly qualified, motivated and productive workforce to meet the needs of district venues, facilities, services and operations.

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

LONG RANGE PRINCIPLE #6 - COMMUNICATION

The District will engage, interact and educate to promote understanding of the venues, facilities, services, and ongoing affairs.

LONG RANGE PRINCIPLE #7 - GOVERNANCE

The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for

fiscal and environmental sustainability through collaboration, civic participation, and transparency.

LONG RANGE PRINCIPLE #1 - SERVICE

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

Strategies *defined as how we envision accomplishing this objective(s)*

- Provide well-defined customer service consistent with fiscal goals, and parcel owner and customer expectations.
- Utilize best practice standards for delivery of services and re-evaluate every year.
- Apply Performance Management to meet and/or exceed established venue customer service expectations.
- Commit to continuous improvement through evaluation of parcel owner and customer loyalty/satisfaction.
- Maintain customer service training and resources for new, returning and existing employees.

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Enhance and evaluate metrics through key performance indicators for each venue, facility, and service.
2. Enhance specific performance indicators to evaluate parcel owner and customer loyalty/satisfaction.
3. Work with the parcel owners and customers to establish a sustainable long term financial and service model for all the District's venues, facilities and services starting with golf (2021-22).
4. Analyze the net effect of documented customer service levels on the District services and operations and apply changes as needed.
5. Utilize venue and/or community surveys to evaluate and measure customer service as it relates to service demands.

6. Execute the short and long term strategy as they relate to various district venue and facility master plans and studies as the roadmap for the future.
7. Improve the comprehensive Standard Operating Procedures manuals for each venue and facility and update as appropriate.

Budgeted Initiatives for 2021 - 2023 – defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies

- A. Assess how services are impacted by recruitment challenges based on the current hiring environment and develop strategies to limit these impacts.

Reported on April 26, 2022 – In progress. Services levels are directly related to staffing levels and with the current recruitment issues staffing is at a minimum. Strategies being utilized to limit impact to and provide optimum service levels include:

- formation of Staff committees to work with HR to help bolster recruitment and retention options
- reorganization of staffing models
- review of current wage structure
- improvement and protection of employee benefits and privileges

Working with Human Resources, continue to evaluate venue needs to develop strong recruitment and retention initiatives.

Ongoing: Recruitment and retention committees continue to meet with HR to improve employee recruitment packages. On retention, management staff and HR recently met to discuss possible updates to the annual evaluation process. Golf Operations has reorganized staffing at Mountain Course and employee benefits is still at the forefront for all venues.

A presentation was made to the Board of Trustees.

- B. Each venue has time budgeted for new, returning and existing employees to participate in Customer Service Training to include department/venue specific orientations/trainings.

Reported on April 19, 2022 - Proposed FY2023 Budget. Strategies include training hours within personnel expenses as provided in the FY 2022 2023 budget. Partnering with Human Resources, provide feedback for assessment and evaluation of efficacy of training and suggestions for updates to better address staff's customer service training needs.

Working with HR to improved venue onboarding processes as well internal and external staff training and growth opportunities as the budget permits. The District as a whole is looking at ways to improve and updating our CST classes.

Ongoing

- C. Understand, communicate and demonstrate documented service level baselines at each venue and facility. The emphasis is on providing the best, most consistent customer experiences.
Reported on April 18, 2022 - In progress. Staff intends to deliver documented service levels by venue and facility as provided in the FY 2022 2023 budget.
In progress and all venues continue to provide the best possible service while staffing levels are at below optimal levels.
Continuing to take Board direction and evaluating where service levels may be adjusted.
- D. The District is continuing the Customer Care program for all of Community Services including the beaches, which includes empowerment for any actions that generate a hard cost to remedy a customer satisfaction issue.
Utilization of this program continues at each venue.
Increase staff training of Customer Care program the value of empowerment in remedying customer satisfaction issues.
Ongoing
- E. Seek service specific community feedback to determine parcel owner and customer satisfaction and implement into overall business models.
Reported on April 18, 2022 - In progress. Staff is actively utilizing Alchemer to survey customer satisfaction, gather community input and implement it into current business models.
Recreation Center and Tennis Pickleball Center to launch customer satisfaction surveys in spring of 2023. Ski and Golf provide an annual end of season customer service satisfaction survey.
- F. Utilize employee surveys to further define areas of improvement as well as celebrate successes.
Reported on April 26, 2022 - In progress. Staff is utilizing the Alchemer survey tool.
Developing an employee satisfaction survey for Community Services venues.

LONG RANGE PRINCIPLE #2 – RESOURCES AND ENVIRONMENT

Initiating and maintaining effective practices of environmental sustainability for a healthy environment, a strong community and a lasting legacy.

Strategies *defined as how we envision accomplishing this objective(s)*

- Protect Lake Tahoe and other water sources in the Basin to remain viable sources of drinking water.
- Protect Lake Tahoe as a drinking source through programs, projects, and events that eliminate trash, hazardous waste, and contaminants from entering the watershed.
- Support integrated regional strategies for the planning, design, construction and implementation of water system infrastructure for fire suppression.
- Meet or exceed Federal, State, County and District requirements in the protection of our resources and environment in achieving sustainability.

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Execute the goals of the Tahoe Water Suppliers Association to meet Federal, State and Local applicable requirements for filtration avoidance and other pertinent requirements; promulgated by the Surface Water Treatment Rule and its amendments.
2. Promote responsible use of water as a valuable natural resource. Protect Lake Tahoe as a drinking source through programs, projects and events that eliminate trash, hazardous waste and contaminants from entering the watershed.
3. Continue Legislative Advocacy efforts at the Federal, State and County Government level to support appropriations for water and wastewater infrastructure improvements that support Principle #2 and Principle #5.
4. Participate in the Lake Tahoe Community Fire Prevention Partnership in working with Regional Fire Districts to improve fire suppression in the Tahoe Basin.
5. Enter into available Grant Agreements with the South Tahoe Public Utility District as a member of the Lake Tahoe Community Fire Prevention Partnership.
6. Complete an annual Sustainability Report for Departments in order to responsibly manage resources under IVGID's care, protect public health and balance its social and environmental duties to the citizens and community.
7. Maximize energy efficiency by making improvements at District venues and facilities.

Budgeted Initiatives for 2021 - 2023 *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Operate a residential drop-off household hazardous waste and electronic waste facility or events to reduce the amount of hazardous materials entering the waste stream and help to prevent illegal dumping in order to protect the Lake Tahoe watershed.

The program continues to be operational from mid-April to mid-November with residents making appointments to drop-off their items. Approximately 20 ton of household hazardous waste and electronic waste are collected annually.

Approximately 600 customers are served annually, collecting 20-23 tons of household hazardous waste and electronic waste for proper disposal. An RFQ for enhanced services is currently advertised and proposals are due in March 2023.

- B. Continue membership and leadership in the Tahoe Water Suppliers Association and provide IVGID employee support as the Association Director to execute the goals of the Association.

District Staff continue to support the TWSA at the Director level with support from other IVGID staff. Efforts continue to support environmental protections of Lake Tahoe as a source for water in the basin. Staff has been reviewing data from the Tahoe Keys herbicide weed control pilot project and providing TWSA members with summary information. Through TWSA, the Director will be supporting efforts to implement the plastic water bottle ban (less than 1 gallon) by the City of South Lake Tahoe.

District Staff continue to support the TWSA at the Director level with support from other IVGID staff. Focused efforts continue to support environmental protections of Lake Tahoe as a source for water in the basin. Staff has been reviewing data from the Tahoe Keys herbicide weed control pilot project and providing TWSA members with summary information. Through TWSA, the Director is supporting efforts of the plastic water bottle ban (less than 1 gallon) by the City of South Lake Tahoe with Drink Tahoe Tap outreach messaging .

- C. Work with regional agencies on programs to reduce trash and micro-plastics from entering the Lake Tahoe watershed.

Continuing the multi-jurisdictional partnership with Clean Tahoe to address solid waste issues and litter in the District. Continue hosting of volunteer cleanups in partnership with the IVCBA, League to Save Lake Tahoe and other agencies.

Continuing the multi-jurisdictional partnership with Clean Tahoe to address solid waste issues and litter in the District. Continue hosting of volunteer cleanups in

partnership with the IVCBA, League to Save Lake Tahoe and other agencies. Bear Smart education and trash enforcement programs provide community with best practices support.

Continued collaboration with researchers/staff at Tahoe Environmental Research Center and Desert Research Institute on micro-plastics in freshwater.

A TWSA supported TERC research report was released March 2023.

- D. In partnership with the North Lake Tahoe Fire Protection District, protect District lands and the Lake Tahoe Basin watershed by performing defensible space best management practices.

For FY22 an amount of \$200,000 was budgeted to support the Fire Department defensible space efforts.

For FY22 an amount of \$200,000 was budgeted to support the Fire Department defensible space efforts. This amount is budgeted annually to sustain long-term defensible space management of the District infrastructure.

Increased collaboration on outreach to property owners on 1) hazards of hot coals and 2) providing green waste yard collection and green waste chipping options.

- E. Prioritizing tree maintenance and vegetation management on District-owned properties.

Public Works monitors and addresses maintenance needs and manages vegetation at all facilities. Reported on April 26, 2022 – in progress.

During the summer months, the Parks crew and the Diamond Peak Brush crew work together on vegetation management and tree health on District owned properties.

All affected venues monitor and address maintenance needs and manages vegetation at all facilities.

- F Provide bear shed rebates for new parcel owners and customers in the service area to contain putrescible waste in a safe manner.

Rebates continue to be offered to new owners in the amount of \$150, with 25 rebates allocated annually. A total of 14 rebates for a total of \$2,100 were issued

in FY22. And a total of 5 rebates for a total of \$750 have been issued in FY23 as of 11/1/2022.

Rebates continue to be offered to new owners for bear sheds in the amount of \$150 each, with 25 rebates allocated annually. A total of 14 rebates for a total of \$2,100 were issued in FY22. And a total of 10 rebates for a total of \$1,500 have been issued in FY23 as of 3/1/2023.

- G Provide water efficiency rebates to customers for the installation of a high efficiency toilet or washing machine.
Rebates continue to be offered in the amount of \$100 per toilet or washing machine. 44 rebates for a total of \$4,400 in rebates were issued in FY22. And a total of 17 rebates for a total of \$1,700 have been issued to date in FY23 as of 11/1/2022.

LONG RANGE PRINCIPLE #3 - FINANCE

The District will ensure fiscal responsibility and sustainability of service capacities through prudent fiscal management and maintaining effective financial policies for internal controls, operating budgets, fund balances, capital improvement and debt management.

Strategies *defined as how we envision accomplishing this objective(s)*

- Develop and maintain a long-term plan to sustain financial resources.
- Ensure budgets that utilize recurring revenues to cover ongoing costs and limits use of one-time funds to support one-time expenditures.
- Report results and demonstrate value to the parcel owners and customers through regular financial reporting and related performance management metrics.
- Regularly review and assess the effectiveness of internal controls supporting compliance, financial reporting, and stewardship of District assets.
- Comply with applicable Federal, State, County, and District policies.
- Adhere to Government Generally Accepted Accounting Principles (GAAP).

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Prepare Annual Budgets that demonstrate the balance of allocated resources, with service expectations, and the capability to deliver.

2. Prepare a five-year forecast for each major fund as a part of the annual budget development process.
3. Utilize annual and interim financial reports to build understanding of the different aspects between operations, capital improvement projects and debt service, and promote fiscal transparency.
4. Work with Board of Trustees to identify Board Policies, Practices and Resolutions related to the Finances of the District that need updating, elimination, or creation. Consider updating Board Policies and Practices relating to Budget and Fiscal Management.
5. Continue the refinement of appropriate performance measurement to demonstrate quality as well as quantity.

Budgeted Initiatives for 2021 - 2023 *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Transition financial reporting for Community Services and Beach activities from Special Revenue to Enterprise fund accounting for the 2021/2022 Fiscal Year in order to better support full-cost recovery objectives for operating, capital and debt expenditures.
 - a. **Completed:**
 - i. Hearing before State of Nevada Department of Taxation (January 28, 2021);
 - ii. Board approved FY2021/22 Final Budget using Enterprise Fund Accounting (May 26, 2021);
 - iii. Department of Taxation approved Final Budget Submission – Form 4404LGF (June 11, 2021).
 - iv. FY2021/22 Audit completed May – December 2022
- B. Work with Board of Trustees to implement District-wide pricing policy, to ensure desired cost recovery and policy-driven differential pricing for parcel owners and customers.
 - b. **Completed:**
 - i. Board of Trustees approved new Pricing Policy (Board Practice 6.2.0, at meeting of March 1, 2022)
- C. Review the allocation of Facility Fees assessed on parcels within the District, including components for operations, capital expenditure and debt service.
 - c. **Ongoing – in process:**

- i. Facility Fee allocations were discussed at Board budget workshop on January 26th and budget updates presented on March 30th, and April 13th, 2022.
 - ii. Public Hearing held and final Board action of Facility Fee allocations taken on May 26, 2022 (with FY22/23 Budget Adoption).
 - iii. Facility Fee allocations will be reviewed once again, in early 2023, in conjunction with Board's Fy23/24 budget workshops
- D. Prepare the required Annual Comprehensive Financial Report, with an independent auditor opinion, to provide financial position and results of operations to a variety of users and information needs.
 - Completed for fiscal year ended June 30, 2021:
 - Final ACFR with independent auditor opinion presented to the Audit Committee on December 8, 2020 and to Board of Trustees on December 14, 2022
 - Report(s) filed with the Department of Taxation, pursuant to NRS 354.624, on December 16, 2022.
 - Preparation of ACFR for fiscal year ended June 30, 2022 currently underway as subject to review by the District's Independent Auditor.
 - Final ACFR and Auditor's Report scheduled to be presented to the Board of Trustees on December 14, 2022.
 - Completed for fiscal year ended June 30, 2022.
 - Final ACFR presented to Board of Trustees on December 14, 2022 and filed with the Department of Taxation on December 15, 2022.
- E. Comply with Nevada Revised Statutes, District policies and Administrative Code requirement for the budget process, indebtedness reporting, and the annual audit.
 - Ongoing – in process:
 - FY2020/21 annual audit, FY2021/22 budget and FY2020/21 indebtedness report were filed with the State Department of Taxation who found all reports to comply with applicable NRS and NAC requirements (per correspondence of January 13, 2022-ACFR, and June 11, 2022 – Budget).
 - Audit Committee has raised concerns over conformity of financial statements with Board policies related to capitalization.
 - FY2022/23 budget notes that Utility Fund (200) reserves are expected to remain below new Board Policy related to capital reserve funds; issue being address through multi-year utility rate study.
 - Annual Indebtedness Report and Five-Year Capital Plan reviewed by Board of Trustees on July 28th and filed with the Department of Taxation.

- On January 24, 2023 the District received correspondence from the Department of Taxation stating that the ACFR for the fiscal year ended June 30, 2022 complies with all applicable statutes and regulations.

F. Complete comprehensive review of District's internal control policies and procedures to ensure sound fiscal management, integrity of financial information and safeguard the District's assets and financial resources.

- Ongoing – in process:

- Several Board Policies and Practices have been updated, including Appropriate Level of Reserves (Policy 7.1.0) Capitalization of Fixed Assets (Policy 8.1.0), Central Services Cost Allocation Plan (Policy 18.1.0) and new Pricing Policy (Practice 6.2.0).
- Staff is currently updating internal Finance and Accounting Procedures Manual to reflect current workflow and internal control procedures; and
- Hired consultant, Management Partners, to review Finance and Accounting Procedures manual to include recommendations to align with industry best-practices; and
- A set of new comprehensive Purchasing Policies were approved by the Board of Trustees in July 28th, covering procurement of Goods and Services as well as Public Works Contracts.
- Per recommendation from the Audit Committee, the independent auditor is completing two supplemental engagements related to compliance with policies and procedures related to purchasing/contracts and capitalization of fixed assets.
 - The supplemental engagement report on Purchasing/Contracts was presented to the Audit Committee on December 5, 2022.
 - The draft report re supplemental engagement covering compliance with Capitalization policies was presented to the Audit Committee on February 27, 2023.
- Strengthening internal controls is also a major focus of the project to transition to the Tyler/Munis financial system, effective July 1, 2022 (see below).

G. Actively manage financial planning and reporting to inform decision making to sustain a strong financial base for operations, while maintaining care and condition of capital assets and existing infrastructure.

- Ongoing:

- Staff continues to prepare and publish monthly financial reports to the District's website; as of December 2020 monthly published reports have included line-item budget detail report.
- Quarterly reports are presented to the Board of Trustees via:
 - Quarterly Budget Updates

▪ Quarterly CIP Popular Status Reports (Capital Projects)

H. Implement transition to new Tyler/Munis enterprise financial system to enhance management and oversight of internal controls, District finances, improve workflow process and strengthen internal controls.

• In process:

- Strengthening internal controls is also a major focus of the project to transition to the Tyler/Munis financial system, effective July 1, 2022;
- Workflows, approvals and system controls have been updated to assist with across various modules to assist with appropriation controls, procurement and accounts payable processing;
- The Contract management module is anticipated to be rolled-out in early 2023.

LONG RANGE PRINCIPLE #4 – WORKFORCE

Attract, maintain and retain a highly qualified, motivated and productive workforce to meet the needs of District venues, facilities, and operations.

Strategies defined as how we envision accomplishing this objective(s)

- Evaluate job descriptions to frequently ensure regulatory compliance in language, for workforce needs, and related compensation for the position.
- Partner with department managers and individuals, assess training and educational needs for existing workforce by providing industry specific programs; coordinate trainings with both in-house staff and outside resources to ensure essential educational needs are evaluated and addressed.
- Collaborate with Department Managers to identify individuals for talent management opportunities to ensure continued retention and growth for management succession within the District.
- Re-evaluate, during the budget process, the optimum level of employees and related total compensation, necessary to each department based on industry standard and levels of service.
- Create and implement a robust recruiting process to ensure the District reaches the best talent by evaluating current recruiting trends, analyzing current job market rates and reviewing competitive offers of employment.
- Focus on creative strategies related to differences in how the District recruits full time, part time, and seasonal employees.
- Comply with applicable Federal, State, County governmental regulations and all District policies.
- Continue to provide a safe environment and continue to strive for low worker's

- compensation incidents through ongoing and targeted safety training.
- Work with employees to improve employee engagement and culture through focused performance management goals, engagement participation and incentives.

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Following review and research on like-industry wages, benefits and privileges, evaluate current positions to ensure District is competitive with its total compensation and benchmarks to support recruitment and retention needs.
2. Begin implementation of new Human Resources system for better efficiencies and automation.
3. Work closely with the IT Department to develop online training opportunities for all employees including cyber-security.
4. Work with Board of Trustees to identify Board and Human Resources Policies related to the District Employees and Human Resources that need updating, elimination, or creation.
5. Educate Management Staff through targeted trainings on how to manage, engage, educate and foster better communication with employees. Ensure emphasis is on employee retention.
6. Continue encompassing employee engagement participation for measured performance measurement of goals and objectives. Set increases that correlate directly with goals and engagement measures.
7. Analyze current recruiting trends to meet the challenges of hiring top candidates for open positions. Closely partner with Management Staff to ensure specific hiring needs are unambiguous and attainable. Utilizing the Economic Development Authority of Western Nevada's (EDAWN) agency resources, monitor current regional unemployment rates and incoming industries and businesses to assess targeted recruitment campaigns. Develop interactive system to ensure viable candidates remain engaged throughout the recruitment process.

Budgeted Initiatives for 2021 - 2023 *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Review budget, number of positions to salary and benefits and conduct surveys to ensure we are making every effort to attract, maintain and retain qualified employees across the District. Continually evaluate current market trends to ensure District wages and benefits remain competitive and attractive to top talent candidates and current Staff.

The HR department is currently researching firms that provide salary surveys to encompass both regional and industry related data. Once cost information is received, this information will be reviewed with the General Manager for further direction. Following the increases to wages related to the annual COLA, a review of local agencies' compensation will be made to determine competitiveness of District's current pay scale and benefits offered. Please note: most recently, following the advice from our attorney, we have updated recreation privilege enrollment to comply with IRS regulations. Working with the General Manager and the Board of Trustees, any future changes to recreation privileges will be reviewed and promptly updated.

A review of the District's compensation following the annual COLA increases shows the District remains competitive with regional agencies. While the HR Department will keep the data yielded following research of firms providing salary and benefit data, we will place this initiative on our department's long range calendar for review at a later time.

- B. Assess the ongoing impacts of wages, and retention of employment changes as follows:

- I. For recreational specific venues and positions: monitor FLSA changes for continued recreational exemption status compliance; review regional like-industry wages for recommended changes to District's current budget; identify training opportunities to ensure continued growth of seasonal employees.

This is an ongoing process that continues throughout the year. We maintain a large network of regional and industry professionals; as such, we have constant access to shared information as needed.

This is an ongoing process that continues throughout the year.

- II. For administrative venues and positions: partner with management teams to assure training/educational opportunities are available to employees for continued career growth; identify employees to cross train for succession planning purposes; evaluate best practices for targeted recruiting campaigns.

Partnering with PoolPact, we have developed new training programs to be included with the e-learning system, Absorb. Following the implementation of the new HCM/Payroll project, the HR team will partner with the IT team to review and possibly develop additional online training programs to include

cyber-security. Until such time as this training is developed, the HR department has identified applicable trainings available on Absorb. The HR Department has increased its recruiting focus to partner with local businesses and agencies for cross marketing of new and open positions. This includes attending and hosting additional job fairs. The increased engagement with the District's residents, to include new residents, is anticipated to yield positive results to improved hiring responses.

Collaborating with PoolPact, we have identified management specific trainings for line and mid-level managers to attend. At last count, over twenty such managers will be attending this multi-session training in January, 2023. Further, we continue to work with department management teams to identify training needs for staff. This is an ongoing process that continues throughout the year.

- C. Conduct quarterly management educational trainings for both new and current management and supervisory employees with an emphasis on communication, motivation, productivity and team building to improve job satisfaction, morale and employee recruitment/retention and succession planning for both employees and managers.

Following the full implementation of the new Tyler (Munis) HRIS system, renewed focus on individualized training (by department, by position) will begin. In November, 2022, the training team partnered with a local county agency to provide management training specific to identifying employees in crisis. The feedback from management was overwhelmingly positive. Our efforts in developing ongoing management training continues.

- D. Continue to monitor updates and changes from Federal, State, and County authorities, as applicable, regarding new regulations related emergency directives, to ensure prompt communication with IVGID management. Review emergency response plans with each department to ensure future workforce readiness.

This is an ongoing process that continues throughout the year.

This is an ongoing process that continues throughout the year.

- E. Partner with the Recreation Center Management Team to develop Health and Wellness strategies for District employees; monitor programs to evaluate an overall reduction in absenteeism related to illness, reduced insurance usage, improved employee morale, and increased employee engagement.

This is scheduled for review following the implementation of the new HRIS system*. With the implementation of the new HCM/Payroll software, we will have

access to creating surveys and communications with staff to stay ahead of topics of interest and promote workplace culture.

With the recent change of personnel in the HR Department, this initiative has been placed on hold. As our team resumes full staffing levels, this initiative again becomes a priority.

*The HCM/Payroll project was originally scheduled to go live in July, 2021; however, loss of staff in the HR department, COVID and other unforeseen delays necessitated the need to push the project to July 1, 2022. This date was chosen to coincide with the go-live date for the Finance portal; doing so helps to ensure more accurate data reporting.

- F. Leverage the consultant's recommendations in the Utility Asset and Infrastructure study as it relates to recruitment, retention, and restructuring of the Public Works workforce.

Working with the Director of Public Works and District General Manager, recommendations have been evaluated and, as applicable, implemented.

Working with the Director of Public Works and District General Manager, recommendations have been evaluated and, as applicable, implemented.

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

Strategies defined as how we envision accomplishing this objective(s)

- Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Maintain, procure and construct District assets to ensure safe and accessible operations for the public and the District's workforce.
- Maintain current district venue and facility master plans and studies.
- Maintain and execute a 5-Year and 20-Year capital improvement plan.
- Conduct planning and design, prior to advancing projects or procurement, to ensure new District assets meet operational requirements and enhance the parcel owners and customer experience.
- Maintain an asset management program leveraging technology, as appropriate by venue/division, to ensure timely and efficient asset maintenance.
- Comply with regulatory requirements, industry standards, and District policies.

- Leverage technology and employee training to secure District assets digitally and physically.

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Complete a community wide review of the Diamond Peak Master Plan to ensure that it meets the needs of parcel owners and customers. It has been five years since the last review.
2. Continue to review and potentially implement priorities identified in the various district venue and facility master plans and studies as defined by the Board of Trustees.
3. Focus on strengthening overall project and contract management.
4. Identify Board Policies, Practices, Resolutions, and Ordinances related to District Asset Management and present to the Board those that need updating, elimination, or creation.
5. Pursue project partnerships and Federal, State and Local funding to reduce District costs for Phase II of the Effluent Pipeline Project.
6. Ensure digital safeguards are in place for District technology infrastructure.
Current Proposal in FY 23/24 to replace District Firewalls with NextGen Firewalls, On-Going Network Structure audits - Cleanup

Budgeted Initiatives for 2021 - 2023 *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Use findings from Utility Management and Asset Assessment Study and the Moss Adams Reports, and analyze recommendations to bring forward changes that provide benefit to the District.

Staff has completed a review of additional personnel requirements, much of which aligns with the management study. Four positions were identified and requested for FY23 with two being approved in the budget. The recommendation for a Capital Project Committee will be discussed with the Board in early 2023.

Staff has completed a review of additional personnel requirements, much of which aligns with the management study. Four positions were identified and requested for FY23 with two being approved in the budget. One additional position was approved in the FY24 budget. The recommendation for a Capital

Project Committee is currently being discussed by the Board.

- B. Complete Utility Rate Study to ensure the Utility Fund meets budgetary and fund balance requirements.

A Utility Rate study was completed to develop the five-year forecast and identify likely rate increases to support the operations and maintenance of both water and sewer utilities.

An update to the Utility Rate study for both water and sewer utilities was completed with the Public Hearing to increase rates held on June 14, 2023.

- C. Work with CMAR and design consultants to finalize design and begin construction of the Effluent Pond Lining and Pipeline Projects.

The Pipeline project is currently at 100% design and staff is working with Granite and HDR to finalize the plans and specification. The Board has approved staff to work with Granite to competitively bid pipeline materials with the intent to make an early procurement. The Storage Tank (formerly Pond Lining) project is at 60% design with final design anticipated January 2023. Staff continues to collaborate with the design consultants, CMAR and multiple regulatory agencies to continue moving the design, environmental and permitting process forward. Construction on both projects is anticipated to begin in May 2023.

Approximately 3,457 LF of pipe was installed during May and June 2023 on the Pipeline project by Granite Construction. The construction contract with Granite includes additional work to be done in Fall 2023. Granite is working on an updated OPCC for the remainder of the project that will be presented to the Board when complete. The Storage Tank (formerly Pond Lining) project design is complete. The construction of the Storage Tank is anticipated to begin in May 2024. The USACE is reviewing environmental documents for both projects for the 595 Program Funds.

- D. Allocate capital expenditures to maintain services and facilities.

Budget allocation has been modified to separate capital projects and maintenance projects within the Capital Improvement Plan.

- E. After the parcel owner and customer input is received, prepare an outline of the next steps to move the Diamond Peak Master Plan forward if deemed necessary by the Board of Trustees and Staff.

Reported on April 18, 2022; Survey Diamond Peak Pass holders and community summer 2022, compile results and hold community meeting summer or venue advisory team to meet summer 2022.

As of this update, Staff has deferred the proposed summer 2022 Diamond Peak Master Plan review advisory committee meetings until late fall to mid-winter.

- F. Create and implement a District Project Manager position in the Engineering Division of Public Works.

Completed; the Project Manager was hired in September 2021.

- G. Advance the planning of the Community Dog Park.

Efforts continue with the Forest Service to obtain use of the parcel across from Incline High School for the Dog Park. A working group including residents has been established to discuss the project objectives and design considerations.

The GM's Dog Park Advisory Committee has identified four suitable locations for a Community Dog Park. The committee conducted site visits and is in the process of rating each of the sites with the intention of zeroing in on the best possible option. Additionally, a survey is being created to gather the community's input on the Dog Park priority project.

- H. Complete the design and begin construction of the Mountain Golf Course Path Project.

Construction of Phase 1 is complete. Public Works staff has re-evaluated the conditions of the remaining pathway. The results of this evaluation were presented to the Board with an alternate approach to construction. The Board accepted this alternate approach. It is anticipated that some work will be done in late spring 2023, with the remainder being done in Fall 2023.

Construction of Phase 1 is complete. Two construction contracts for Phase 2 have been approved by the Board and work will begin in Fall 2023.

- I. Complete evaluation of the options and provide a recommended timeline and methodology for the reconstruction of Ski Way.

Project is in the FY 2025 CIP budget

Project is in the FY 2026 CIP budget

- J. Develop Comprehensive Capital Plan for IVGID Beach Properties aligning with the Beaches Master Plan.

In October 2022 the District received a draft study regarding IVGID beaches ingress/egress recommendations for improvements from LSC Transportation Consultants. Once finalized, the study will be presented to the Board of Trustees at an upcoming Board of Trustees meeting currently planned for January 2023.

In October 2022 the District received a draft study regarding IVGID beaches ingress/egress recommendations for improvements from LSC Transportation Consultants. The study was presented to the Board of Trustees in January 2023 with direction to return to the Board of Trustees with a phased approach of the most viable options.

- K. Execute the Burnt Cedar Swimming Pool Reconstruction Project.
Construction complete.
- L. Implement Phase 1 of District-wide security camera project.
Phase 1 of implementation is currently at 50%, staff expect to be finished by June 15, 2022.
Phase 1 is 90% complete, awaiting Parks Admin; Skate Park; AG Bathrooms are all awaiting cabling for installs. Phase 2 was started June 30, 2022 and is 60% complete, expecting to be completed May 1, 2023.

LONG RANGE PRINCIPLE #6 - COMMUNICATION

The District will engage, interact and educate to promote understanding of the venues, activities, services, and ongoing affairs.

Strategies *defined as how we envision accomplishing this objective(s)*

- Promote transparency in all areas including finance, operations and public meetings.
- Maintain, expand and enhance the District's communications infrastructure to meet the evolving needs and desires of the parcel owners and customers utilizing current industry best practices.
- Provide clear, concise and timely information in multiple, publicly accessible formats.
- Ensure internal and external communication are responsive, comprehensive and inclusive.
- Ensure the District employees and the Board of Trustees are focused on unified communication and messaging.

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Continue to implement best practices for sharing information with the public including but not limited to the Districts websites, IVGID quarterly magazine, email communication, public outreach, special events, social media platforms and/or paid advertising platforms as appropriate.

2. Maintain online systems for parcel owners and/or customers to access their accounts and complete online transactions. **Currently, Parks and Recreation has this functionality. Staff is working to implement this functionality in other areas of the District, i.e. Ski.**
3. Participate in relevant community and basin outreach events and publications to spread messaging on District services.
4. Work diligently to improve all external partner and collaborative relationships to maximize available resources.
5. Proactively seek parcel owner and customer input on important matters affecting the community as determined by Management and/or the Board of Trustees.
6. Involvement/presence with parcel owners and customers meet and greets to include key venues and the Board of Trustees.

Budgeted Initiatives for 2021 - 2023 *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Host Board of Trustees Community Workshops related to key District matters as scheduled by the Board of Trustees.
These are typically held in the late Spring/early Summer at the Chateau. Staff will schedule if the Board of Trustees desires to do them. To date, none have been held primarily due to COVID-19 restrictions.
As of this update, no community workshops have been scheduled and/or requested by the Board of Trustees with the exception of annual budget workshops. As the new Board is seated, it will be important to discuss workshops on projects such as the Effluent Pipeline Project as well as Board Priority Projects.
- B. Provide informative and timely releases of information to our parcel owners and customers.
Public Works Newsletter with pertinent information is prepared and sent with the utility bills each month and posted on the website. Emails are sent to Online Account Access customers who have a potential leak showing on their meter and accounts with past due balances being posted for shut-off. Emergency notifications are posted at properties with door hangers and/or as a banner on the top of the District website. E-mail blasts, social media posts and participation at community meetings have been ongoing.

We implemented the sending of post Board meeting updates on the agenda items to the members of the public. It has been well received and Staff is working on improving the timeliness and deliver methodology of this new process each time we send them out. Additionally in lieu of what was learned from the recent boil order notice to a small number of parcels, Staff is working on an improved communication plan to notify and educate our parcel owners. Staff is also working on increasing the frequency of venue eflyers.

C. Ensure that the District is well represented in external agency discussions and collaborative opportunities where there may be an impact to the District.

PW Staff lead and participate in the efforts of TWSA. A weekly meeting with the Washoe County Assistant Manager is held with our District General Manager. Attendance at the local Friday forum meeting is also done by our Communication Coordinator and occasionally by our District General Manager. These meetings include interaction with a multitude of agencies such as TRPA, Washoe County Commissioners, local library, etc. The District also has legislative advocacy resources to draw from for a longer reach into State and Federal matters. The General Manager and members of the senior management team continue to work with Washoe County Staff as well as monitoring issues that may affect the district including TRPA (safety pier, ADU's, Transportation), Tahoe Transportation District as well as our new collaboration with the water purveyors in the Tahoe Basin. The collaboration has recently procured grant funding for the agencies including IVGID related to water/fire suppression projects.

- Attends the Recreation Managers Bi-Weekly Call for the following: Tahoe-Truckee Sustainable Rec & Tourism
- Tahoe Destination Stewardship Public Information Coordination Bi-Weekly Calls Communications coordination group for Tahoe-Truckee-Reno PIOs, non-profits, and destination management and marketing representatives.

Goals:

- Ensure public information and messages are consistent, coordinated, and shared.
- Identify and communicate about outdoor recreation and tourism issues affecting the environment and communities of the greater Tahoe region.

What to expect in 2023:

- Each representative will be invited to share updates on communications and initiatives related to destination stewardship in the Lake Tahoe Region.
- We focus as much as possible on items of regional scale and that tie directly to outdoor recreation and tourism.
- We challenge one another to apply a collaborative approach and regional scope to our work.

What's in it for you:

- Your organization's messages can be amplified to increase reach and impact, and you can amplify others.
- You'll discover and strengthen connections.
- You'll be supported by ready-made tools available through [TakeCareTahoe.org](https://www.TakeCareTahoe.org).
- You'll learn along with us how to influence behavior to improve outdoor recreation and tourism for all.

D. Update and enhance the District's public facing websites to bring in line with current industry best practices for data security, responsive design, and user experience.

At the May 11, 2022 Board of Trustees meeting, a contract was approved for a Capital Improvement project to begin this effort with the Diamond Peak website. This venue is the starting point as it is off-season at present therefore it will allow for significant testing and debugging prior to other websites undergoing updating/enhancement.

The website redesign project continues. Additionally, communication staff is working with the venues on an standard operating procedure to ensure that the website is purged and updated where needed so that the information is current and we can identify content on the website that is no longer relevant and/or repetitive.

The standard operating procedure has been approved and distributed. The Senior Team has a calendar reminder to check content every two weeks to ensure that the websites are updated.

E. Continue to administer venue and parcel owner and customer surveys related to key matters and initiatives.

Will be discussing with the new Board utilizing the District's existing survey software to target survey the community on specific current issues and topics. This will occur in the near future as a component of the General Manager's committee on a community dog park.

LONG RANGE PRINCIPLE #7 - GOVERNANCE

The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability through collaboration, civic participation, and transparency to the greatest extent possible.

Strategies defined as how we envision accomplishing this objective(s)

- Continue Legislative Advocacy efforts at the Federal, State, and Local levels to support appropriations for water and wastewater infrastructure improvements that support Principle #2 and Principle #5.
- Maintain and ensure adherence District Policies, Practices, Resolutions, and Ordinances in order to achieve maximum efficiency, transparency, and clear direction to District employees.
- Continue the refinement of appropriate performance measurement to demonstrate quality as well as quantity.
- Partner with employees to assess training and educational needs for existing employees; coordinate trainings with both in-house employees and outside resources to ensure essential educational needs are evaluated and addressed. Improve and enhance civic engagement and transparency using improved web-based tools for agenda management, financial reporting and project tracking.

Long-term Initiatives *defined as what we see as needing to be done in the future*

1. Work with Board of Trustees to identify and prioritize Board Policies, Practices, and Resolutions related to the Finances of the District that need updating, elimination, or creation. Consider updating Board Policies and Practices relating to Budget and Fiscal Management.
2. Identify and prioritize Board Policies and Practices related to District Asset Management and present to the Board those that need updating, elimination, or creation.
3. Continue to create inter-agency partnerships and foster strong collaborative relationships with Local, Regional, County and State agencies.

Budgeted Initiatives for 2021 - 2023 *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

1. Continue to utilize outside resources to assist the District in policy review and potential updates and revisions.
Management's review and update of District policies and practices are being supported by outside consultants - specifically, Moss Adams (capitalization, capital project planning and budgeting), and Management Partners (purchasing policy).
2. Continue to work with the General Manager's Ordinance 7 Committee and the Board of Trustees to make formal revisions.

The District General Manger on behalf of the Ordinance 7 Committee presented recommendations for revisions at the 4/13/22 board of trustees meeting. The board took action to set a public hearing for approval of revisions for 5/26/22. The board had continuing discussion and direction at the 4/27/22 meeting and will have additional discussion and potential direction at the 5/11/22 meeting.

The GM's Ordinance 7 Committee has completed its work and been disbanded. Ordinance 7 was adopted at the May 25, 2022 Board of Trustees meeting and a report and review of how the Ordinance 7 revisions was presented to the Board of Trustees at the November 9th, 2022 meeting. Next step will be to set a public hearing and work on additional revisions to Ordinance 7 based on what has been learned and identified over the past beach season.

3. Update process to administer requests for public records while ensuring compliance with the Nevada Public Records Act.

This is an ongoing project that Staff is working on with BB&K. Currently, BB&K is working on a comprehensive proposal to transition frontline administration of Public Records to BB&K. This will include an update of existing policy, as well as a cost estimate, and the overall process including but not limited to an online portal.

BB&K is working on rewriting the District's policy on public records and Staff is working on recommendations for changes to how we administer public records to improve upon the efficiency of the process. An agenda item is planned to bring to the Board of Trustees for discussion and possible action in February, 2023.

The District has established a Public Records Request page and added an online submittal form (in PDF and Word). District Counsel is working on the policy and once that is formally presented and adopted, by the Board of Trustees, it will be posted on the website.

4. Implement Civic Plus online agenda management and archive system.

The District General Manager has set an implementation date of late summer to begin using this system. Staff is currently working with the vendor on training and implementation timelines.

The implementation of this system has been delayed to ensure our new District Clerk is able to learn the software and then potentially guide Staff through the formal implementation process. The District Clerk has been tasked with this implementation and Staff continues to be trained on the software. Currently, the goal is to transition to utilizing the software for Board meeting production by February 2023.

CivicClerk is in production and being used. The District Clerk is working through a couple of issues with the software provider and Staff is getting more and more

comfortable with the new software. Overall, this part of the implementation went well.

5. Continue to work with the District's Federal Lobbyist, Nevada League of Cities, and Local Government Agencies to procure potential federal infrastructure money including the United States Army Corps of Engineers.

Efforts continue by staff to work with federal and state lobbyists to obtain funding for District projects. This includes the request for ARPA funding via Washoe County to support the effluent pipeline project. Mr. Marcus Faust and Ms. Olivia Sanford presented a verbal update on Federal funding efforts to the Board of Trustees at the April 13, 2022 meeting. Additionally, the Board of Trustees unanimously voted to extend the contract with Marcus Faust for an additional 3 years at the April 27, 2022 meeting.

This effort is ongoing. Through the work of Staff and Tri Strategies, the District has recently been awarded a non-competitive grant (ARPA) from Washoe County for \$250,000 to be used for a qualifying project which Staff has identified the Skateboard Park project as the ideal candidate. Additionally, working with our federal lobbyist and the regional Tahoe Basin water purveyors, IVGID has been awarded grant funding for approximately \$204,000 for the Crystal Peak Waterline Improvement Project.

MEMORANDUM

TO: Board of Trustees

FROM: Erin Feore
Director of Human Resources

SUBJECT: Review, discuss and possibly approve a salary range and any additional items such as housing allowance, relocation reimbursement, etc. so as to proceed with the recruitment of a new District General Manager

RELATED STRATEGIC: Long Range Principle #4 - Workforce
PLAN INITIATIVE(S)

DATE: August 18, 2023

I. RECOMMENDATION

That the Board of Trustees review, discuss and possibly approve a salary range and any additional items such as housing allowance, moving stipend, etc. so as to proceed with the recruitment of a new District General Manager.

II. BACKGROUND

On August 9th, the Board of Trustees instructed the Director of Human Resources to update the District's General Manager's job description to require residency within the Incline Village General Improvement District service area boundaries (Incline Village and Crystal Bay, Nevada).

A cursory search of available homes for sale in the Incline Village/Crystal Bay region notes real estate costs ranging from \$500,000 to multi-million dollar homes. Conversely, rental costs range from \$1,700 to \$25,000 per month. As such, the requirement for full time residency may come at a considerable cost to any selected candidate for this position.

Additionally, and in preparation for candidates who may currently reside outside of the Northern Nevada region, the Board should consider authorizing the Interim General Manager and Director of Human Resources to approve a relocation reimbursement package, not to exceed \$10,000.

Lastly, the Board of Trustees must set the salary range for the General Manager's position. The Director of Human Resources has provided an informal salary survey of regional agencies and salary comparisons of like agencies and positions to assist the Board of Trustees in their salary consideration.

III. RECOMMENDATION

Based on the informal survey conducted by the Director of Human Resources, the average base salary ranges between \$242,964 and \$288,803. It is noted in the District's salary matrix that the top of the grade is 45, with a maximum salary of \$263,259.54. Based on this information and the requirement for the General Manager to reside within the Incline Village/Crystal Bay communities, it is recommended that the General Manager's salary range be set at a minimum of \$270,000 but not to exceed \$300,000.

IV. FINANCIAL IMPACT AND BUDGET

Pending information from Finance

V. ALTERNATIVES

As the District General Manager is the employee of the Board of Trustees, Staff welcomes any thoughts or recommendations from the Board at this meeting.

VI. COMMENTS

No additional comments at this time.

VII. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENT

Not applicable to this agenda item.

VIII. ATTACHMENTS

General Manager Job Description
Informal Salary Survey Report

X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

The Board of Trustees needs to provide the Director of Human Resources with a salary range and additional direction regarding relocation and/or housing reimbursements for candidates living outside of the Incline Village/Crystal Bay community.

Incline Village General Improvement District Job Description

Job Title: General Manager
Job Code: 1110
Salary Grade: Contract
Department: Administration
Reports To: Board of Trustees
FLSA Status: Exempt
Prepared By: E. Feore/M. Dent
Prepared Date: 07/18/2023
Approved By: Board of Trustees
Approved Date:

SUMMARY

Under the general direction of the Board of Trustees, the General Manager assumes full responsibility for the operation and management of the Incline Village General Improvement District (IVGID). The General Manager is responsible for the implementation and efficient execution of District policies, procedures, resolutions and ordinances, as well as the oversight of the performance of IVGID's fifty plus million dollar annual budget.

ESSENTIAL DUTIES AND RESPONSIBILITIES, not necessarily in order of priority, include the following. Assigned job tasks/duties are not limited to the essential functions.

1. Oversees the operation and management of the District, including the oversight and control of all the District's property, activities, personnel, business and operations. The General Manager is the chief executive officer of IVGID, responsible for all services, programs, budgets and the overall operational and financial performance of the District.
2. Applies Board established policies into day-to-day practices. Provides leadership and engages in strategic thinking to develop and implement operational goals, objectives, policies, capital improvements, programs and services while ensuring a customer-service oriented work environment that supports achieving the District's mission, plans, objectives, and values.
3. Develops policy recommendations to present to Board of Trustees for approval. Implements policies and directives as set by the Board of Trustees. Directs operation and management of the District in compliance with Ordinances, Resolutions, Regulations, Long Range Principles, Strategic Plans, Policies and Practices.
4. Implements all personnel rules and regulations, recommends staffing levels and maintains authority to hire, discipline, or discharge employees as may be necessary to carry out District business. Maintains direct, day-to-day supervision over all District employees. Supervision includes the power to hire, fire, motivate, discipline, evaluate, promote, demote, transfer and train employees, subject to established personnel policies, union contracts, Board policy and generally accepted personnel practices. Provides leadership, mentorship and empowerment to direct reports, to include performance management and achievement of predetermined goals.
5. Supports District managers with identifying day-to-day operating issues both departmentally and District-wide; analyzes alternatives and initiates solutions through effective leadership, collaboration and communication. Participates in the development of departmental strategic management and business plans to achieve desired outcome as directed by the Board of Trustees.
6. Negotiates and manages contracts and agreements to ensure oversight of deliverables, deadlines, contract terms and conditions to ensure compliance. This will include labor negotiations with identified union bargaining units. Directs staff in the preparation, award, and administration of service, maintenance, construction, concessionaire, material and other necessary contracts.

7. Sets direction of the Senior Leadership Team, with preparation and administration of the annual operating budget, strategic planning, long range financial planning, and capital improvement programs for approval by the Board of Trustees.
8. Coordinates preparation of and is responsible for the accurate and complete Board of Trustees agenda and Board packets as requested by the Board of Trustees.
9. Oversees, monitors, and reports on programs, projects, and activities in collaboration with division leaders and Senior Leadership Team.
10. Ensures compliance with District Policy 1.1.0 to ensure the District's multi-year Strategic Plan provides a long-term perspective for service delivery and budgeting, thus establishing logical links between authorized spending and broad organizational goals. Coordinating with the Senior Leadership Team, ensures the Strategic plan is initiated, critical issues are identified and strategies are developed to achieve each noted long range principle.
11. Provides direction to identified staff to lead and support District wide efforts and training to provide excellent customer service.
12. As supported and guided by the Board of Trustees, represents IVGID to the community, media and other entities, organizations, and government agencies at the local, regional, state and federal levels. Stays abreast of latest developments within the District, County and Region. Represents the District well in public and provides a positive, professional image.
13. Confers with and responds to District stakeholders and their requests for services, suggestions and complaints. Provides accessibility and provides consistent and equal treatment to the Board of Trustee members.
14. Assists, advises and supports the Board of Trustees on special projects, problems and initiatives.

LEADERSHIP AND SUPERVISORY RESPONSIBILITIES

Leads and manages a staff of Directors and Senior Leadership who, in turn, lead and supervise approximately 750 employees (including seasonal employees) in each District venue and division. This includes Administration, Public Works, Recreation (to include Parks, Beaches and Tennis), and Golf. Responsible for the overall leadership, direction, coordination, and evaluation of these units. Carries out leadership responsibilities and ensures careful compliance in accordance with the organization's policies, practices and procedures and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Manages the Senior Leadership staff which is defined as the Director of Human Resources, Director of Administrative Services, Director of Finance, Ski Resort General Manager, Director of Parks & Recreation, Director of Public Works, and Director of Information Systems & Technology. Is responsible for fostering a positive and productive organizational culture.

QUALIFICATIONS

To perform this job successfully, an individual must be qualified to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION AND EXPERIENCE

A Bachelor's degree in Public Administration, Business, Finance, Accounting, Engineering or other related field from an accredited four-year college or university is required or relevant work experience with increasing responsibilities which include the management and leadership of a sizable organization. A Master's Degree in Public Administration or Business Administration is strongly preferred. A minimum of ten (10) years of related, increasingly responsible, management experience within a customer-service driven and multi-functional environment is required. Experience must also include successful leadership and management of disparate disciplines, i.e., finance, engineering, operations, administration, recreation, and marketing. Experience within a municipal, governmental, community based organization, or recreational service environment is helpful. Experience reporting to a publically elected Board and experience in providing public services subject to public scrutiny is preferred but not required.

COMPREHENSION/COMMUNICATIONS SKILLS

Ability to read, analyze, and interpret complex documents. Ability to understand, use, and effectively communicate to a diverse audience financial, technical, regulatory, and operational data. Ability to respond effectively to sensitive inquiries or complaints and to establish and maintain effective working relationships with a broad variety of people. Ability to develop presentations and write articles to address a community-wide audience. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to employees, management, public groups, and the Board of Trustees. Effective communication in a one on one environment, where emotions may run high. Ability to influence others through persuasion, leading by example and team decision-making skills as opposed to the authority of rank is essential. Overall, must be an extremely effective communicator, orally and in writing, with an open and approachable style. Ability to oversee development of budgets, review of budgets, operating statements and other financials, and analysis of strategy/policy making decisions and related economic impacts. The duties and responsibilities of this position necessitate the use of a cellular phone/mobile communication device for District business reasons.

COLLABORATION AND REASONING ABILITY

Must have validated strong collaborative and consensus building skills to be applied in leadership and problem solving situations. Ability to create a climate in which people want to do their best and encourage participation and open dialogue at all levels. Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with a variety of abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS

Valid and current drivers' license, acceptable to the State of Nevada, with a driving record which ensures insurability is required. Successful completion State of Nevada/Federal background check through fingerprinting because position has unsupervised access to children, the elderly or individuals with disabilities and/or has access to their records. Pursuant to National Child Protection Act (NCPA) of 1993 as amended by the Volunteers for Children Act (VCA).

It is the employee's responsibility to maintain all required certifications and licenses and to report any changes to the supervisor

OTHER SKILLS AND ABILITIES

Well developed and proven leadership skills, especially in the use of delegation, collaboration, participation and example; and strong interpersonal and customer 'retention' service skills; excellent organizational, planning, analytical and problem solving skills; ability to set priorities, but also remain flexible. Must be ethical, trustworthy, self-confident, open and approachable, decisive, responsible, dependable, resourceful, enthusiastic, highly motivated, community oriented, and goal and results-oriented. Experience or ability to turn enterprise(s) from loss to profit / break even. Must have advanced knowledge of: principles and practices of public administration, program development and administration, municipal budget preparation and operations, strategic planning, and legal compliance with District policies and procedures.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

Work is performed in a typical temperature controlled environment subject to typical office noise and conditions. Position requires working beyond normal business hours, attendance at evening meetings and/or weekend work as needed.

TRAVEL REQUIREMENTS

May be required to travel, as required, to further the interests and needs of the District.

RESIDENCY

The District General Manager must reside within the Incline Village General Improvement District service area boundaries (Incline Village and Crystal Bay, Nevada) and within the State of Nevada during the term of this employment contract.

I have read and understand this explanation and job description.

Employee Signature: _____ **Date:** _____

Employee Name: _____

Informal Salary Surveys

District General Manager

Former GM Salary as of 7/1/22: \$232,913

<i>Agency</i>	<i>Job Title</i>	<i>Salary Range</i>		
Tahoe City PUD	General Manager	\$214,931 - \$279,411	\$ 214,931.00	\$ 279,411.00
North Tahoe PUD	General Manager/CEO	\$209,013 - \$292,610	\$ 209,013.00	\$ 292,610.00
South Lake Tahoe PUD	General Manager	\$200,779 - \$256,250	\$ 200,779.00	\$ 256,250.00
Truckee Donner PUD	General Manager	\$307,059	\$ 307,059.00	\$ 307,059.00
Washoe County, Nevada	County Manager	\$296,379	\$ 296,379.00	\$ 296,379.00
City of Reno	City Manager	\$349,250	\$ 349,250.00	\$ 349,250.00
City of Sparks	City Manager	\$165,880 - \$248,830	\$ 165,880.00	\$ 248,830.00
Douglas County, Nevada	County Manager	\$200,428 - \$280,363	\$ 200,428.00	\$ 280,636.00
	Average of salaries	\$242,964.88 - \$288,803.13	\$ 242,964.88	\$ 288,803.13

MEMORANDUM

TO: Board of Trustees

FROM: Erin Feore
Director of Human Resources

SUBJECT: Review and select from the proposed Executive Search firm agencies **AND** Authorize Director of Human Resources and Interim General Manager to engage with said agency for General Manager recruitment services in a not-to-exceed amount of \$50,000

RELATED STRATEGIC: Long Range Principle #4 - Workforce
PLAN INITIATIVE(S)

DATE: August 18, 2023

I. RECOMMENDATION

After careful consideration of the proposals submitted, the Director of Human Resources believes collaborating with **either** Bob Hall and Associates or Koff and Associates will ensure an expedient and cost effective partnership with recruitment services for the General Manager position currently open with the District. The anticipated not-to-exceed amount for this effort is \$50,000.00 which is currently unbudgeted.

II. BACKGROUND

As noted during the August 9th Board of Trustees meeting, the Director of Human Resources has vetted various Executive Search firms to provide recommendations to the Board of Trustees.

Over the course of three weeks, the Human Resources team met with six vendors who provide Executive Search resources for both public and private agencies. Of the six vendors contacted, three submitted service proposals for review. Each of these proposals is included with this memo. A summary of their information is noted below:

- Bob Hall & Associates has vast experience working with local municipalities as well as two of the largest Homeowner's Associations in California. As noted in their proposal, these organizations encompass venue industries to include Golf, Tennis, Food and Beverage, etc. While Mr. Hall's agency is smaller than the others, Mr. Bob Hall has assured his understanding of the urgency and importance of filling this extremely important position; further,

he understands that while ensuring the selected candidates have a public sector background, corporate experience is equally as important for the position of the Incline Village General Improvement District's General Manager.

- Koff and Associates is a large organization with satellite offices located throughout the western United States region. The Recruitment Manager, Frank Rojas, has decades of recruitment experience placing corporate leaders, executive, professional and technical staff and has worked with the government sector as well as non-profits, aerospace, architectural, engineering, information technology, etc. As noted in the proposal, Mr. Rojas has been responsible for the successful recruitment for numerous Director and General/City Manager positions throughout California. It should be noted that the District partnered with Koff and Associates back in 2016 to complete an extensive salary survey for District staffing. The reporting returned was timely, precise and has been utilized by several departments throughout the District.
- KornFerry is a national consulting firm that specializes in employment related initiatives to include organizational strategy, assessment and succession planning, talent acquisition and executive search, leadership develop, etc. KornFerry works to ensure a thorough understanding of the District's expectations of the open position to engage with candidates who would be best suited for the position.

III. FINANCIAL IMPACT AND BUDGET

It should be noted that each of these agencies has recommended the District first source its new General Manager before starting the recruitment process for the Director of Finance position. As explained, finding a top candidate for the Director of Finance position will be difficult, at best, until such time as the candidate knows who his or her leader will be. Therefore we anticipate the present contract should be not to exceed \$50,000 to cover the District General Manager search.

IV. ALTERNATIVES

As the District General Manager is the employee of the Board of Trustees, Staff welcomes any thoughts or recommendations from the Board at this meeting.

V. COMMENT

It is anticipated that, if approved, the team would immediately engage with the selected firm. The firms have made us aware that this recruitment could take up to

6 months. Staff will keep the Board of Trustees informed, via the monthly General Manager's report, on the progress of this project.

VI. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENT

Not applicable to this agenda item.

VII. ATTACHMENTS

Bob Hall and Associates – IVGID GM & Director Level Proposal

Koff & Associates – IVGID Executive Level Proposal

KornFerry – IVGID GM & Director Proposal

X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

The Board of Trustees needs to select the Executive Search firm and authorize the Director of Human Resources and Interim General Manager to engage in services with said agency.

August 4, 2023

Dear Chairman Dent and Board of Trustees:

Bob Hall & Associates is pleased to submit this proposal to conduct the recruitment for the position of General Manager of Incline Village General Improvement District.

If selected, Bob Hall will be the point of contact and lead project director for this search. As former City Manager of Laguna Niguel, Stanton, and Fountain Valley, Bob Hall's substantial knowledge and experiences will help Incline Village General Improvement District find a candidate that fits the ideal criteria for the position. No one has a better pulse on the challenges that Cities and Special Districts face than Bob as a former City Manager. Recent recruitments by Bob Hall include the Cities of Manteca, Tracy, Morro Bay, San Bernardino, Laguna Hills, Fountain Valley, American Canyon, Laguna Niguel, San Clemente, Laguna Woods Village and Rancho Santa Fe Association.

While not a large firm, Bob Hall & Associates' network encompasses a strong talent pool and will add the personal, individualized attention that each search requires. Attached is a summary of the search process and the services that the Bob Hall & Associates team is willing and able to offer Incline Village General Improvement District.

For more information or clarification, do not hesitate to contact Bob Hall at (714) 309-9104 or by email at bob@bobhallandassociates.com. We appreciate the opportunity to be considered to aid in the search for the City Manager vacancy. Should you select our team, we are prepared to proceed immediately.

Sincerely,



Bob Hall

Executive Summary

We are excited to submit our proposal to the Incline Village General Improvement District for the opportunity to assist with the identification and recruitment for the General Manager position. The Bob Hall & Associates team is well connected throughout California with a keen knowledge of talent and is prepared to offer a strong pool of top candidates. At Bob Hall & Associates, we pride ourselves in adding a personal, individualized touch to each recruiting search. In the last 48 months, the Bob Hall & Associates team has conducted more than 85 recruitments across the state of California.

In addition to recruiting for local municipalities, Bob Hall & Associates has experience recruiting for positions within two of the largest Homeowners' Associations in the State of California. These organizations have recreation departments including golf and tennis clubs, along with food and beverage staff, similar to that of the departments at Incline Village General Improvement District.

We provide an alternative to the large recruitment firms while providing excellent customer service focused specifically on our clients' needs to ensure we meet or exceed their expectations on every recruitment. Our individualized service helps target candidates who are equipped to specific needs within the region. We do not stray from a challenge and thrive in filling the tough to find positions at all levels throughout the organization. Our work ethic and desire to help our clients succeed is second to none. Given the structure of our firm, we have the ability to adjust our processes to fit the specific needs of our customers, whether it is recruitment timeline, outreach strategies, or even interview structures.

Bob Hall brings over 30 years of experience in municipal government and leadership. Hall has served as City Manager for Fountain Valley, Laguna Niguel, and Stanton. His prior City Manager experience gives him a unique perspective on the recruiting process. He knows first-hand the talent it takes to build a high-performance operation and wants to share that knowledge and experience with candidates and municipalities. His wide variety of experience throughout municipal organizations provides a strong understanding of the diverse needs throughout the City. Before assuming the leadership role in Orange County, he worked in many departments, including General Services Director for the City of Riverside.

Bob Hall holds a Master's degree in Public Administration from California State University, San Bernardino. Hall is a member of ICMA, former Board Member of Cal ICMA and has been an invited guest lecturer at Cal-State Northridge, Cal-State Fullerton, and Long Beach State University.



The Team and Recent Placements

Our Recruitment Team

Bob Hall

Founder, Bob Hall & Associates

With Bob’s 30 plus years of experience serving in most departments within a municipal organization, he brings a strong knowledge and understanding of city operations. This diverse knowledge has translated into Bob Hall & Associates keen ability to place highly qualified candidates in key positions. Bob’s niche is finding that “perfect fit”, especially in positions that traditionally are more challenging to fill. Bob Hall provides individualized customer service and responsiveness resulting in successful placements and ultimately, client satisfaction.

Rachel Hall

Recruitment Manager

Rachel has a Bachelor of Arts in Communication from the University of Arizona and brings a background in marketing and writing to the team. Rachel has experience working within municipal government and provides support services for Bob Hall & Associates recruitments. She is proficient in Adobe Creative Cloud, Microsoft Office, Google Workspace, and NeoGov.

Recent Recruitments

- City Manager - Stanton
- City Manager - Laguna Niguel
- City Manager - Manteca
- City Manager - San Bernardino
- City Manager - Fountain Valley
- City Manager - Tracy
- City Manager - Laguna Hills
- City Manager - San Clemente
- Assistant City Manager - Costa Mesa
- City Attorney - Manteca
- Fire Chief - Morro Bay
- Deputy Fire Chief- Placentia
- Chief of Police – Signal Hill
- Chief of Police – Imperial
- Assistant Manager – Rancho Santa Fe Association
- Director of Finance - Paramount
- Director of Finance - Signal Hill
- CFO – Laguna Woods Village
- General Services Director – Laguna Woods Village
- Director of Public Works – San Clemente
- Director of Public Works – Signal Hill
- Director of Public Works – Manteca

Recruiting Process

Below, you will find our proposed recruiting process, schedule, and cost breakdown for your consideration. During the recruitment process, we will require the following specific assistance from the District: a draft job description (we will work with the District to craft language), any other legal descriptions or District language and guidelines; District logo, high resolution photography, review of the brochure and other marketing materials and timely feedback; and logistics coordination with any District staff and our team.



Create Position Profile

The Bob Hall & Associates team will meet with the District to discuss the strategy for the search as well as communication preferences and project timeline. It is at this time that the team will collaborate with the District to determine characteristics of the ideal candidate. Communication and customer service is a priority, as the Bob Hall & Associates team will stay in touch with the District throughout the recruitment keeping them up to date. In the meeting, the search criteria will be determined to help aid the Bob Hall & Associates team in narrowing the search to appropriate candidates based on the specific goals and qualities of the organization.

Outreach and Recruiting

Outreach

Outreach begins with the creation of a job announcement and brochure that will be advertised for the public to see on platforms such as *Public CEO*, *Nevada League of Cities*, *GovernmentJobs.com* and in *Western City Magazine*. We will also utilize social media engagement on LinkedIn, networking with top industry leaders throughout the nation, and personal outreach.

Candidate Identification

Following the creation of the job announcement and advertisement of the position, the Bob Hall & Associates team will actively seek out qualified candidates by tapping into the network of talented prospects both local to California and across the country. Unlike other firms, Bob Hall & Associates focuses on adding a personal touch to the identification process by tailoring the recruiting process to the needs and desires of the organization. Our active recruiting style has proved to increase the number of applications and resumes from potential candidates leading to a deeper evaluation of each individual.

Candidate Assessment

Screening

Every application is promptly acknowledged and carefully examined. Those that most closely fit the criteria indicated by the organization will be subject to a more thorough evaluation. Such evaluation will focus on aspects such as professional experience, size and complexity of current organization as compared to the advertised position.

Initial Research and Interviews

Research will be conducted on top candidates in the form of Internet searches and other public profiles to ensure prospects' values, experiences, and history match the criteria established by the organization. Following research, preliminary interviews will be conducted via phone, video-conferencing, or face-to-face, depending on candidates' location.

Selection and Presentation of Top Candidates

Bob Hall & Associates will manage the selected finalist candidates. Top candidates will be presented to the District for consideration to determine which candidates will be interviewed. The District will be provided with detailed description of work history and other important information about each candidate prior to selection and scheduling of interviews.

Negotiations

The Bob Hall & Associates team is willing and able to support the City in the negotiation process of the selected candidate's compensation package.

Close Out

After the organization has successfully chosen a candidate, the search will be closed out. This includes informing finalist candidates of the status of the search via telephone.

Project Costs

The General Manager recruitment will be complete and comprehensive searches in an effort to present Incline Village General Improvement District with the most capable, talented, candidates available. The all-inclusive fee to perform the General Manager search will be \$30,000. This fee will include advertising, printing, three in-person visits to the District and unlimited virtual meetings with the Board and/or staff. Additional trips to the District will be billed at \$900 per trip.

The fee to conduct each Executive & Director level search will be \$20,500 plus expenses, not to exceed \$23,500. These expenses will include advertising, printing, and travel to the District. Top candidates will be subject to DMV, civil and criminal background, and credit checks. This proposal is good for at least 180 days from August 4, 2023. Should Bob Hall & Associates be selected for multiple Director-level recruitments, we will provide the District with a 10% discount.

Fees will be collected in three installments as follows:

1. Upon Execution of the Agreement – 35% of fee
2. Following Presentation of Candidates – 35% of fee
3. Upon Acceptance of Offer – 30% of fee

Project Timeline

A typical search will be conducted in a 90 to 120-day period from start to finish. Following the final selection, negotiations can take up to two weeks. The proposed schedule includes four to five weeks of active recruitment, which reflects our suggested minimum timeline. However, this can be adjusted if the District would prefer a longer or accelerated process. An exact schedule will be provided once a firm start date has been provided by the District. If an expedited process is preferred, we can reduce the process to about 60 days however we will need to ensure review dates and interviews are scheduled early in the process.



Bob Hall & Associates' Guarantee

The Bob Hall & Associates team guarantees industry-standard services. If within one year following appointment, selected candidate resigns or is terminated for cause, our team will conduct another search free of professional services charges. However, the organization will be expected to pay for incurred costs.

References

Jarad Hildenbrand, City Manager of Laguna Hills

jhildenbrand@lagunahillsca.gov
(949) 707-2610

Patrick Harper, Mayor of Fountain Valley

patrick.harper@fountainvalley.org
(714) 593-4403

Karin Schnaider, Assistant City Manager, Tracy

karin.schnaider@cityoftracy.org
(209) 831-6800

Johanne Thordahl, Human Resources Manager of San Clemente

thordahlj@san-clemente.org
(949) 441-8127

Siobhan Foster, Chief Executive Officer of Laguna Woods Village

siobhan.foster@vmsinc.org
(949) 597-4600

Dominique Albrecht, Association Manager of Rancho Santa Fe Association

dominique@rsfassociation.org
(858) 756-1174



EXECUTIVE RECRUITMENT SERVICES INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Submission date: August 10, 2023



Koff & Associates
A Gallagher Company

Submitted by:
Koff & Associates
2835 Seventh Street
Berkeley, CA 94710

Frank Rojas
Recruitment Manager
Frank_Rojas@ajg.com
510.495.0448
KoffAssociates.com



Koff & Associates
A Gallagher Company

August 10, 2023

Lisa Hoopes
Incline Village GID
893 Southwood Blvd,
Incline Village, NV 89451

Dear Ms. Hoopes,

Thank you for the opportunity to submit our proposal to assist Incline Village General Improvement District with Executive Recruitment services. We are excited about the possibility of developing this partnership and supporting the District with upcoming Executive Recruitment Searches. Koff & Associates (K&A), a Gallagher company, is uniquely qualified based on over 37 years of assisting public agencies with finding and placing candidates dedicated to public service.

Our unique selling proposition lies in K&A's experience supporting public sector clients in California and throughout the USA. Through our investment in modern recruitment technology, we offer forward-thinking services that not only provide advanced extensive sourcing and outreach but allow us to tell the story of each project through easy-to-understand data.

Conducting countless executive search efforts has made K&A an expert in identifying, targeting, recruiting, and successfully placing women and minority candidates in many of our recruitments. Diversity recruiting is an area of focus, and our firm has a vast pool of resources at our fingertips to provide outreach on an industry-wide basis to the public and private sector for qualified candidates nationwide. We pride ourselves on transparency, flexibility, and quality work.

As K&A's Recruitment Manager, I am available to answer questions about this proposal, as well as our team and recruitment services. You can reach me at (510) 495-0448 or Frank.Rojas@ajg.com.

Sincerely,

Frank Rojas
Recruitment Manager



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BUSINESS INFORMATION

Koff & Associates (“K&A”) is a full spectrum, public-sector human resources and recruiting services firm founded by Gail Koff in 1984 and has been assisting cities, counties, special districts, other public agencies, and non-profit organizations.

As of April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western US Region. GALLAGHER BENEFIT SERVICES, INC. is our legal name. It is a Delaware company, and the FEIN is 36-4291971.

EXPERIENCE AND QUALIFICATIONS

With 37 years of HR experience, Koff & Associates knows public sector employment inside and out. We are familiar with public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. Our team is ready to support you at any level you wish – providing sourcing expertise, full-cycle recruitment at the start of your search through the start date of your newest employee, and everything in between.

We build enduring relationships	K&A provides personal attention to and creates long-term relationships with our clients. Because we care about and understand your organization’s people, culture, leadership, and unique needs, we identify highly qualified candidates to support your goals.
We value strength in diversity	We source top talent reflective of the communities you serve. With our focus on inclusion, networking and partnering with minority-based associations, utilizing bias-reducing tools, and drawing from our own employees’ certification training, we are leaders in public sector Diversity and Inclusion.
We leverage innovative search technology	K&A uses advanced programs and unique sourcing methods to identify candidates which traditional recruiting strategies might have missed. We continuously gather and analyze important data points and are always looking ahead at how we can use information technology to better serve you.

Our long list of clients indicates our firm’s reputation as a quality organization that produces comprehensive, sound, and cost-effective results. K&A is “hands on” and responsive with the ability and expertise to identify the ideal candidate(s) for Incline Village General Improvement District.

K&A uses its vast network to leverage recommendations and referrals of past clients in combination with modern sourcing techniques and technology to build the best candidate pools in the market. We are a team of true recruiters with over 60 years of combined experience. Our work speaks for itself, and our primary goal is to provide professional and technical consulting assistance with integrity, honesty, and a commitment to excellence.



RECENT SUCCESSFUL RECRUITMENTS

The following is a partial list of recent executive recruitments conducted by the Koff & Associates recruitment team and Frank Rojas (some while at a previous firm):

Agency	Title	Year Completed
City of San Bernardino	City Manager, Director of Public Works Director, Director of Human Resources, Deputy Director of Human Resources (Risk), Director of Finance, Director of Animal Services	2023 – 2019
City of Soledad	City Manager	2023
City of East Palo Alto	City Manager, Chief of Police	2023
South Tahoe Public Utilities District	General Manager	2023
City of Vista	Fire Chief	2023
City of West Hollywood	Economic Development Director	2023
City of Pasadena	Director of Library & Information Services, Chief of Police, Controller	2023 – 2022
City of Palm Springs	Fire Chief, City Manager	2023
City of Carson	Finance Director, Public Works Operations Manager, Community Services Director, City Manager, Public Works Director	2023 – 2020
City of Oxnard	Chief Financial Officer, Budget Manager, Public Works Dir., Asst. Public Works Dir. (2), Purchasing Manager, Controller, Communications & Marketing Manager, Assistant City Attorney, Planning & Environmental Manager, Assistant Director of Housing Programs, Environmental Waste Division Manager	2023 – 2017
City of Berkeley	I.T. Director, Deputy Director of Finance, Public Works Director, Deputy City Attorney (2), Director of Health, Housing and Community Services, Operations Manager (2), Accounting Manager	2023 – 2020
East Bay Regional Park District	Chief Information Officer, Chief of Design & Construction, Chief of Interpretive & Recreation Services	2023
City of Salinas	Finance Director, City Manager, Chief of Police, Assistant Finance Dir.	2023 – 2021
City of Ontario	Assistant Community Development Director, Director of Economic Development, Assistant GM Water Utilities	2023 – 2021
City of Millbrae	Community Development Director, Public Works Director, Finance Director	2022 – 2021
West Valley Water District	General Manager	2023
City of Rialto	Director of Community Development, Director of Engineering Services	2023 2022
City of Patterson	Finance Director	2022
Contra Costa Water District	Assistant General Manager (Engineering & Construction), Finance Director	2023 – 2022



City of Signal Hill	City Manager	2022
City of Leavenworth	City Administrator	2022
City of San Jose	Assistant CIO, Chief Information Officer	2022
City of Long Beach	City Treasurer	2022
San Mateo County Transportation Authority	Deputy Director, Transportation Authority; Executive Officer for Civil Rights, Employee & Labor Relations, and Human Resources; District Surveyor, Real Estate	2022 – 2021
City of San Bernardino	Director of Public Works, Chief of Police, Director of Human Resources, Director of Animal Services, Director of Finance, Assistant Director of Human Resources (Risk)	2022 – 2021
County of Riverside	County Counsel, Diversity Equity, and Inclusion Officer, Chief Executive Officer, Animal Services Director	2022 – 2020
East Valley Water District	General Manager/Chief Executive Officer	2022
Stinson Beach Co. Water District	General Manager	2022
City of Oceanside	City Manager	2022
Los Angeles County Vector Control District	General Manager	2022
Metro Parks Tacoma	Chief Financial and Administrative Officer	2022
City of Calexico	City Manager, Chief of Police	2022
CALAFCO	Executive Director	2022
Santa Barbara MTD	Director of Finance and Administration, Director of HR and Risk	2022
City of Lawndale	Director of Finance / City Treasurer	2022
City of Tracy	City Attorney	2022
City of Riverside	Budget Manager	2022
County of Stanislaus	Director of Animal Services	2022
City of Cherry Hills Village	Chief of Police	2022
City of Woodland Park	Chief of Police	2022
City of Oroville	Chief of Police	2022
Humboldt Waste Management Authority	Executive Director	2021
City of Chico	Public Works Director	2021
Tahoe RPA	Director of Human Resources & Organizational Development	2021
County of Santa Clara	Planning Services Manager/Deputy Director	2021
First 5 Alameda County	Human Resources Director	2021



City of San Diego	Director of Transportation	2021
City of Glendale	City Manager	2021
Orange County Social Services Agency	Chief Deputy Director, Division Director (3)	2021 - 2019
City of Carson	Public Works Director, Community Services Director, City Manager	2021 - 2019
City of Colton	Public Works & Utility Services Director	2021
City of Redlands	Director of Municipal Utilities & Engineering, Fire Chief	2021 - 2020
City of Ontario	Economic Development Director	2021
County of Tulare	Director of Human Resources & Development, Director of Information & Communications Technology	2021 -2020
City of Millbrae	Director of Finance, Community Development Director	2020
City of Avondale	Development & Engineering Services Dir., Economic Development Dir.	2020 - 2019
City of Redlands	Fire Chief, Director of Municipal Utilities & Engineering	2020
City of Shafter	City Manager	2020
City of Ontario Municipal Utilities	Assistant General Manager	2020
City of Bell	Director of Community Development	2020
City of Los Angeles	Human Resource & Payroll Project Manager (ERP implementation)	2020
County of San Bernardino	Public Works Director, Human Resources Director, Assistant HR Director, Director of Land Use Services, Regional Parks Director	2020 - 2018
Orange County LAFCO	Assistant Executive Officer	2020
LA Metro	Chief Ethics Officer	2020
Orange County Fire Authority	Purchasing Manager, Fleet Manager, Human Resource Director	2020 - 2017
City of Banning	Director of Administrative Services, Director of Parks and Recreation	2019
City of Santa Ana	City Manager, Parks & Recreation Director	2019
City of Bell Gardens	City Manager	2019
City of Anaheim	Deputy Planning Director, Engineering Manager, Buyer	2020 - 2016
City of Garden Grove	Finance Director, City Manager	2019 - 2016
Desert Healthcare District	Chief Executive Officer	2019
City of San Marino	City Manager	2018
County of San Luis Obispo	County Administrative Officer	2018
County of Imperial	County Executive Officer	2018
City of Avalon	City Manager	2018



PROJECT TEAM

Frank Rojas

Recruitment Manager

Frank brings more than thirty (35) years of recruiting experience from the highly competitive direct placement and contracts labor industries and the corporate environment. He has significant experience placing corporate leaders, executive, professional, and technical staff, including individual contributors for the government sector, non-profits, aerospace, architectural and engineering, information technology, petroleum and chemical, energy, power, civil/structural, transportation, and private industry.

Frank began his career in Contract Labor. Over the next 30+ years, he launched seven start-up offices in several states and locations, providing direct placement and contract support to hundreds of clients in virtually all industries and levels of talent. He continued his career in the non-profit environment, managing and building talent acquisition support during significant growth periods. Having been a speaker at several networking and career coaching venues, Frank believes in utilizing traditional recruiting methodology with social media.

In addition to recently completing recruitments for the City of San Bernardino, County of Riverside, City of Riverside, City of Pasadena, and City of Calexico, recent successful efforts include positions of City Manager, Finance Director, County Executive Officer, Director of Human Resources & Development, City Treasurer, DEI Officer, Chief of Police, and Director-level hires for Information Technology, Social Services, Public Works, Economic Development, Community Services, Animal Services, and Division/Site General Managers.

Frank has been named in the top 1% viewed profiles on LinkedIn and has established a strong client and customer base through trust, effective recruiting, relationship building, and teamwork.

Amanda Kreller

Senior Executive Recruiter

Amanda brings over twenty (20) years of diverse expertise spanning the public and private sectors with a strong focus on executive search, recruitment process outsourcing, and corporate environments. Throughout her career, she has excelled in identifying and connecting outstanding individuals across all organizational levels, ranging from corporate leaders and executives to professionals, technical experts, and individual contributors. Amanda's unwavering dedication to fostering diversity, equity, and inclusion (DE&I) practices is evident in her commitment to sourcing the most exceptional talent for every unique context.

Amanda's educational background includes a Bachelor of Arts (BA) degree in Marketing and Media Studies from San Diego State University, as well as a Master in Education (MEd) in Elementary Education. She is a certified teacher who began her professional journey in the public school system, teaching grades EC-5. Her passion for education extended to serving as a board member for local private schools.

Drawing on her diverse experiences, Amanda smoothly transitioned into recruiting for government agencies such as City of Los Angeles, City of San Diego, City of Long Beach, City of Laguna Beach as well as companies across a range of industries, including biotechnology, environmental, healthcare, technology, legal, finance, human resources, and marketing.



Amanda has honed her skills in providing innovative solutions and support in areas such as organizational development and management, talent engagement and placement, and process improvement strategies. Her multifaceted background equips her with a unique perspective and enables her to offer valuable insights and guidance in various aspects of talent acquisition and organizational growth.

Joshua Boudreaux
Recruiting Supervisor

Joshua has over nine (9) years of public sector Human Resources experience.

He began his public sector journey as a labor representative with the Orange County Employees Association representing employees in grievances, investigations, meet and confers, interactive processes, arbitrations, and negotiations. He transitioned into the HR world at the City of Anaheim where he led classification and compensation projects. At the Orange County Fire Authority, he worked closely with Battalion and Division Chiefs on projects such as classification and compensation, employee relations, and recruitment.

Prior to joining K&A, Joshua served as an Administrative Manager for the County of Orange where he handled employee grievances, conducted investigations, and represented the County on meet and confer items. He served as the President of the Orange County Human Resources Consortium in 2017-2018. Since joining K&A, Joshua partners his classification and compensation experience, marketing skills, and recruitment experience to bring a full-service experience to all clients. He currently manages full-cycle recruitments for California public sector agencies including, cities, counties, and special districts. He provides supervisory oversight for technical, professional, and management recruitments.

Joshua earned his B.S. in Political Science with a concentration in American Politics from the University of California, Los Angeles; his Master's in Public Administration from Chapman University (Brandman); and a Master's Certificate in Human Resources with emphasis in Labor Relations from Cornell University.

Current & Previous Recruitments: City of Seaside – Associate Engineer, Senior Engineer; City of Fairfield – Fire Inspector I/II; Valley Water District – Environmental Planner/Regulatory Specialist, Senior Engineering Technician, Sr. Information Systems Technician; County of Sonoma – Real Estate Manager; Alameda County Water District – Director of Engineering; Dublin San Ramon – Waste Water Treatment Superintendent, Electrician II; City of Long Beach – Jail Administrator, Medical Director, Occupational Health Services Manager; Port of Oakland – Maintenance Manager; City of Gilroy – Fleet Superintendent; Big Bear Lake – Senior Accountant; City of Richmond – Budget Administrator, Accounting Manager; Monterey One Water – SCADA Analyst; City of Richmond – Deputy Director of Community Services: Employment and Training.

Chelsea Freeman
Senior Recruiter

Chelsea's professional qualifications include seven years of experience working in the public sector, mostly with the California State University system. Chelsea also has nine years working in the private sector in manufacturing. In her role as Classification, Compensation and HR Operations Manager, she was responsible for developing and implementing a compensation philosophy for staff and faculty, as well as implementing process improvement efforts within the HR operations. She provided ongoing consultation to Managers



relating to recruiting, best practices in hiring which included Diversity and Inclusion training, and properly classifying and compensating employees.

Chelsea earned her B.A. degree in Communications from Sonoma State University.

Current & Previous Recruitments: City of Fairfield- Senior Information Technology Analyst; Coachella Valley Water District- Associate Civil Engineer, Assistant Civil Engineer; City of Pittsburg- Assistant City Engineer; South Tahoe Public Utility District- Senior Engineer, Associate Engineer; City of Berkeley- Accounting Manager; City of Long Beach-Data Center Officer; City of Richmond- Director of Finance, Coachella Valley Water District- Environmental Services Director.

Peter Smith
Senior Recruiter

Pete brings 18 years of recruiting experience to the table. He has recruited in the public and private sectors in searches spanning nearly every discipline. Examples of his expertise include: executive, director, and professional roles in the public sector; accounting, finance, and treasury; C-Suite positions; private sector director and manager roles generally; and professional roles including legal, accounting/CPA, and healthcare. Further, he has experience in all technical roles, including transportation and public works.

Pete has a Bachelor's of Science in Business Administration with an emphasis in International Business and has started and led several recruiting offices in California.

Pete's success as a recruiter is rooted in values, hard work, and determination. He views his role towards candidates as one as a trusted advisor. It is a matter of helping the candidate understand the realities of the industry and market and explaining in detail what the client/employer is looking for, while maintaining appropriate levels of discretion towards all. Regarding clients, a perspective of complete candor is essential. A consultative approach is required whereby the client is assisted in understanding how their needs intersect with the candidate's perspective. Pete employs state-of-art technology in recruiting, including AI tools, but combines this with traditional, high-touch efforts.

Pete prides himself on universal success in unearthing fantastic candidates. His secret is diligence tempered by constant re-evaluation of metrics and results. There is no such thing as a failed search, only a failure of awareness and creativity.

Ember Plummer
Recruitment Coordinator/Project Support

Ember supports the Koff & Associates team as a Recruiting Coordinator. Their goal is to make meaningful connections and help develop efficient processes to streamline recruiting services. They support the recruiting team in a broad range of administrative needs and in preparing reports and documentation for clients. Ember has a background in IT and academia, and they are excited to apply these skills in the public sector.

Ember earned their B.A. in English Language & Literature and World Literature from Smith College in Northampton, MA.

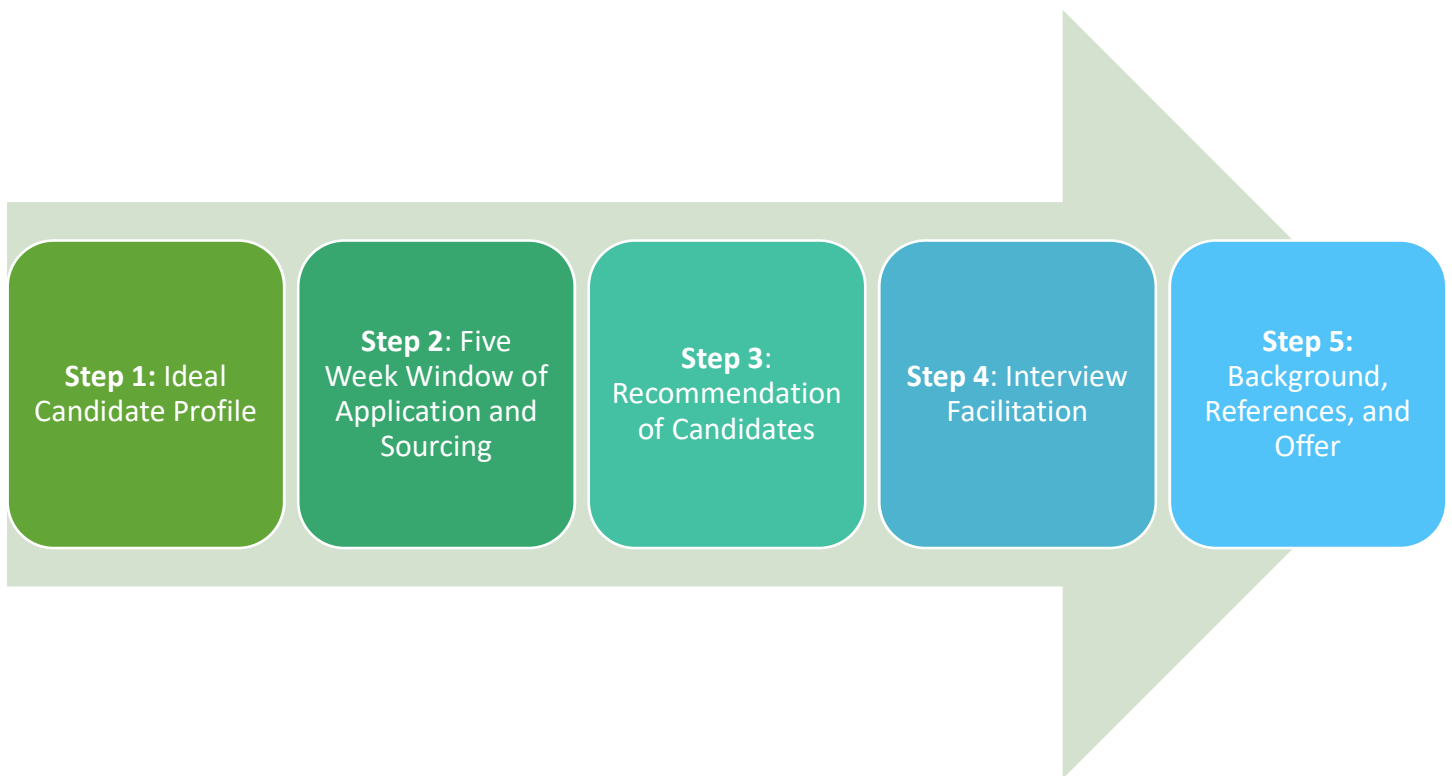


PROJECT APPROACH/METHODOLOGY

Our philosophy ensures thorough, thoughtful, and strategic sourcing, evaluation, selection, and vetting of candidates. We reach out directly to potential candidates, referral sources, professional associations, and user groups, etc. by using business media, outreach emails, general advertising, **and most importantly picking up the phone and actively calling passive applicants**. This strategy also includes focused advertising on websites and in publications specific to women and minority candidates.

K&A will provide weekly progress reports to the District and participate in conference calls and onsite meetings as requested.

We are responsible for ensuring compliance, adhering to, and maintaining all legally mandated documentation throughout the process.





Step 1: Ideal Candidate Profile

Developing the profile for the ideal job candidate for the position is crucial for a successful search process.

We will coordinate with the District in identifying and developing:

- The various organizational needs, vision, mission, goals, strengths, challenges, opportunities, and culture of the organization;
- Position competency requirements, i.e., knowledge, skills, and abilities;
- Personal and professional attributes required of and priorities for the new incumbent;
- Type of working relationship senior leadership desire with the new incumbent;
- Advertising strategies in conjunction with a national and/or regional outreach campaign;
- Compensation levels; and
- Schedule of deliverables from K&A.

After meeting(s) with the District, there will be a consensus of the key qualifications and characteristics of the position and the process, action plan, and timetable to be utilized for the recruitment process.

Brochure Design & Posting

Following the development of the candidate profile, an eye-catching recruitment brochure will be professionally produced in coordination with the District's feedback. The brochure will highlight the strengths of Incline Village General Improvement District and the surrounding community. The brochure will feature the organizational structure and services of the District, its mission and goals, pertinent facts regarding the position, and necessary and desirable candidate qualifications.

Step 2: Five Week Window of Application & Sourcing

K&A can, at the request of the District, facilitate community surveys or community outreach forums to encourage feedback from residents. A report of resident comments will be provided to the District prior to first-round interviews.

Our effort will include a variety of activities designed to build the best available candidate pool. Our techniques and methodologies allow us to source from extensive pools of potential candidates and referral sources.

In coordination with the District, K&A will:

- Identify prospects;
- Provide each potential candidate with access to the recruitment brochure;
- Capture interested candidates in our recruitment project database; and
- Provide representative data to the District, including candidate documents, interview notes, and an outline of the recruitment process.



Step 3: Recommendation of Candidates

K&A will provide the District with a report of the leading candidates to further narrow the pool to the most highly qualified and establish the best organizational fit of each potential finalist. This screening process is specifically designed to assess the personal and professional attributes the District has identified and will focus on each candidate's ability, technical competency, and fit with the District's values, culture, and needs. Our assessment will consist of:

- Experience and qualifications;
- Cultural fit based on our understanding of essential intangibles;
- Clarity of any issues identified in the submitted documents;
- Reasons for position interest,
- The level of commitment to the position and the organization; and
- Other issues, including salary requirements.

Step 4: Interview Facilitation

We will advise and develop interviewing strategies and a menu of questions that will help analyze candidates' qualifications and management/work styles. We will facilitate all necessary communications with the District and candidates to ensure everyone is well prepared.

Interview questions will elicit information about each candidate's technical skill set, experience, leadership skills, adaptability, political astuteness, self-awareness, and other important aspects of the ideal candidate profile.

Questions, evaluation tools, and additional materials will be assembled in intuitive and user-friendly interview packets. We will use evaluation criteria agreed to by the District.

The Project Manager will coordinate interviews, interview schedules, and finalize the process. We will provide oversight during the panel interview process and facilitate a focused discussion with the District at the beginning and conclusion of the interviews to identify the most qualified candidate(s) for final interviews.

Step 5: Background, References, and Offer

K&A provides a thorough and quality reference and background check process for our clients. We start by calling candidates' employment and professional references and having an in-depth discussion, covering their strongest business characteristics, work style, interpersonal skills, and position-specific knowledge. All references will be documented and presented in a concise, user-friendly manner.

Background checks are conducted in coordination with a third-party firm to verify educational degrees and employment records and confirm clear driving records, criminal records, and financial history/credit. Reports can be tailored to clients' needs upon request. Safety for clients and their communities is our priority, so rest assured that we, as well as our background contract firm, meet or exceed relevant reporting requirements.

K&A can facilitate and lead the negotiations of the final terms and conditions of employment, such as the compensation package, benefits, and other perquisites (perks). We will notify all candidates not selected as finalists for the position.



Project Schedule

The following is a typical schedule for conducting recruitment efforts. Search efforts for executive recruitments generally take twelve to fourteen (12-14) weeks to complete, allowing enough time for all steps of the process and client schedules.

Weeks	2	4	6	8	10	12	14
Step 1							
Step 2							
Step 3							
Step 4							
Step 5							

K&A Organizational Diversity Statement

This statement reaffirms our commitment to affirmative action and providing equal employment opportunities to all employees and applicants for employment in accordance with equal opportunity and affirmative action laws.

We affirm our personal and official support of these policies, which provide that K&A is committed to implementing the affirmative action policies, programs, and procedures included in this plan to ensure that employment practices are free from discrimination. Employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities.



REFERENCES

We are proud of our past recruitment work with clients to successfully place candidates to meet their organization’s needs.

Recruitment & Agency	Contact
<p>Oxnard, City of</p> <p>Public Works Director, Asst. Public Works Director (2), Chief Financial Officer, Purchasing Manager, Controller, Communications & Marketing Manager, Assistant City Attorney, Civil/Traffic Engineers</p>	<p>Lisa Baker Assistant Director, Human Resources</p> <p>805.385.7596 lisa.baker@oxnard.org 4300 W. Third Street Oxnard, CA 93030</p>
<p>San Bernardino, City of</p> <p>Director of Community & Economic Development, Chief of Police, Director of Human Resources, Director of Animal Services, Finance Director</p>	<p>Suzie Soren Director of Human Resources</p> <p>909.384.5161 Soren_Su@sbcity.org 290 North 'D' Street San Bernardino, CA 92401</p>
<p>Berkeley, City of</p> <p>Director of Information Technology, Director of Health, Housing, and Community Services, Director of Public Works, Deputy City Attorney(s), Manager of Engineering, Operations Manager(s)</p>	<p>LaTanya Bellow, Deputy City Manager Liam Garland, Public Works Director</p> <p>510.815.1767 lbellow@cityofberkeley.info 510.981.6303 lgarland@cityofberkeley.info 2180 Milvia St Berkeley, CA 94704</p>
<p>Palm Springs, City of</p> <p>Fire Chief, City Manager</p>	<p>Stephanie George Director of Human Resources</p> <p>760.323.8217 Stephanie.George@palmspringsca.gov 3200 E. Tahquitz Canyon Way Palm Springs, CA 92262</p>



PRICING PROPOSAL

Project

- Executive Recruitment Services

Professional Fee and Expenses

- Total not-to-exceed professional fee of \$25,000, which includes all professional services and expenses, including brochure development and design, advertising, printing and shipping, associated consultant travel if required, and background.
- Invoices will be billed monthly in four equal increments of \$6,250.

Note: Expenses do not include candidate travel.

Placement Guarantee

K&A is committed to recommending only the most qualified candidates who meet all the necessary requirements and qualifications and are also a cultural fit for the District. We proactively recruit for each search effort until a successful candidate is placed.

Therefore, we promise to present to the District a selective pool of candidates that met or exceeded our standards during the thorough screening processes and have been identified as ideal matches for the position. Should the District disapprove of all final candidates or should none pass the final interview and reference check process, we will work to find a new slate of candidates at no added cost, with the possible exception of necessary advertising.

In addition, for full recruitments for executive and mid-management positions, should the incumbent leave the position or be terminated from employment within 12 months of hire due to performance issues, we commit to conducting a one-time additional executive search to identify a replacement and only charge related expenses as described in the Pricing Proposal.

Overall, K&A's retention rate during the first 12 months of hire is robust and has been above 95% over the last 37 years.



OTHER: PROFESSIONAL SERVICES AGREEMENT ACKNOWLEDGEMENT

We will be pleased to sign the District's professional services agreement for recruitment services, however we respectfully request that the District will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the District's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

INSURANCE ACKNOWLEDGEMENT

Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.



SIGNATURE PAGE

We thank you for your consideration of our proposal. We are committed to providing high-quality service and investing in a long-term partnership.

This proposal is valid for ninety (90) days.

Respectfully submitted,

By: KOFF & ASSOCIATES
State of California

Frank Rojas

Date: August 10, 2023

Recruitment Manager



General Manager/ Chief Executive Officer

LEADERSHIP | PARTNERSHIP | STEWARDSHIP

HIGHLAND, CALIFORNIA



East Valley Water District

Formed in 1954 and located in Highland, California in San Bernardino County, East Valley Water District (District) is a world-class, award-winning organization, with a focus not only on providing safe and reliable drinking water but enhancing and preserving the quality of life for the community. The District provides water and wastewater services to residents within a 30.1 square mile area. This includes over 103,000 people within the cities of Highland and San Bernardino, portions of the unincorporated County of San Bernardino, the San Manuel Band of Mission Indians, and Patton State Hospital. The District has been the recipient of several awards including Top Workplace by the Inland News Group, GFOA Distinguished Budget Presentation Award and Outstanding Achievement, and District of Distinction by the Special District Leadership Foundation.

East Valley Water District was formed through a local election of mostly citrus grove farmers, to have water service provided by a public agency. The District is located in the foothills of the San Bernardino Mountains, 65 miles east of Los Angeles in the County of San Bernardino. East Valley Water District currently has 18 programs, which are overseen by various members of the executive management team with a 2021-2022 budget of \$48,536,000.

With a service area just over 30 square-miles, the District has three sources for water, the Santa Ana River (SAR), the Bunker Hill Groundwater Basin, and the State Water Project. The SAR starts with natural springs and snow melt high in the San Bernardino Mountains. Groundwater is drawn from the Bunker Hill Basin, a natural underground storage area made up of soil, sand, and gravel. A portion of the District's water is imported from Northern California through the State Water Project.

The District is responsible for the collection and conveyance of wastewater within the service area. Historically, the wastewater was sent to the City of San Bernardino Municipal Water Department facilities for treatment in accordance with a Joint Powers Agreement. In 2018, East Valley Water District successfully received authorization for reorganization to include wastewater treatment authority. This allows the District to construct and operate facilities to treat wastewater collected from within its service area.

The District is currently finishing construction of the Sterling Natural Resource Center (SNRC) that will treat up to 8 million gallons of wastewater daily for recharge into the Bunker Hill Groundwater Basin. This state-of-the-art facility will create a drought-proof recycled water supply, resulting in hundreds of millions of gallons of water stored for use in the Santa Ana River watershed. The SNRC began operational testing of key systems at the facility and started recruitment efforts of the new program's personnel. With the Sterling Natural Resource Center's Community Ribbon Cutting scheduled for Summer 2022, the District anticipates commissioning the facility to begin treating wastewater by Fall 2022.



Transparency and Governance

The five member Board of Directors are elected at-large and serve 4-year terms. East Valley Water District has established a culture of transparency, fiscal management, and good governance through its dedication to public service. The District has taken steps to make financial reports and other information easily accessible to the public by creating a Transparency Portal. The portal includes access to budget documents, compensation reports, financial audit, and other District related information.

To view the 2021-2022 Adopted Budget, go to: <https://www.eastvalley.org/DocumentCenter/View/2741/2021-22-Adopted-Budget>

District Vision & Core Values

Enhance and preserve the quality of life for our community through innovative leadership and world class public service.

Core Values

- Leadership: Motivating a group of people to act towards achieving a common goal or destination.
- Partnership: Developing relationships between a wide range of groups and individuals through collaboration and shared responsibility.
- Stewardship: Embracing the responsibility of enhancing and protecting resources considered worth caring for and preserving.

To learn more about East Valley Water District, go to: www.eastvalley.org

The Position

Reporting to and hired by a five member Board of Directors, the General Manager/CEO is responsible for executive level activities including planning, directing, managing, and overseeing the services, activities and operations of the District, and is responsible for the overall leadership of the District's 66 dedicated staff members. The General Manager/CEO ensures that services and operations are delivered in an efficient and effective manner while implementing policy decisions made by the Board of Directors and facilitating the development and implementation of the District's goals and objectives.

The General Manager/CEO will be responsible for the daily management and oversight of the District including working closely with the various department and program directors, as well as with other external agencies and stakeholders. Under general policy guidance from the Board of Directors, the General Manager/CEO oversees, reviews, and evaluates the District's 18 programs including, Administration, Engineering, Finance, Operations, Water Reclamation, Human Resources, Customer Service and Community Relations functions; ensuring that services and operations are delivered in an efficient and effective manner, and acting as principal advisor to the Board.

Essential Duties include but are not limited to the following:

- Provide leadership in the implementation of Board policies and the development of strategies, business plans, budgets, programs, procedures, long-range plans and administrative and personnel management for the District.
- Plan and evaluate senior management staff performance.
- Provide leadership and work with staff to develop their skills to the highest potential.
- Hire and retain highly competent, customer-service oriented staff.
- Apply day-to-day management practices which support the District's Vision, Goals and Objectives, and Core Values.
- Direct the development of operating and capital budgets for consideration and adoption by the Board of Directors.
- Represent the District before external organizations, including other water districts/agencies, governmental and regulatory agencies, private entities, professional and community organizations, citizen boards and commissions, media, and general public.

Opportunities and Priorities

- Continue to build and sustain positive working relationships with partnering agencies as a leader in the water industry.
- Stay current on State regulations and requirements and ensure a sustainable and diverse portfolio.
- Be visible and accessible in the community; continue transparency in the District through open communication, newsletters, media interviews, and public engagements.
- With the construction of the SNRC, maintain the solid impact, accountability, and customer service that currently exists; maintain the direction as developed in the Five-Year Workplan.

The Ideal Candidate

The ideal candidate will be a dynamic, visionary, and strategic leader with extensive management and administrative abilities. Excellent communication and interpersonal skills are necessary to build and maintain effective relationships with the Board of Directors, internal staff, partnering agencies, and the public. The successful candidate will be politically astute with the ability to interact with elected officials on matters that impact the District and community. Solid knowledge of water issues and organizational structure, regulatory compliance, business practices and principles, the budget process, and administration are essential. The ideal candidate will be a strategic thinker, who appreciates the need for teamwork and collaboration. East Valley Water District's next General Manager/CEO must be willing and able to manage people and the creative process with inspiration. A successful candidate must show the capacity to multi-task and manage diverse activities, programs, and staff, while leading with diplomacy, inclusive communication, and positive motivational leadership.

The position requires a motivated leader, who is forward thinking, approachable, and committed to excellence. The ideal candidate will understand local, regional, County, and State water issues and trends as well as the Integrated Regional Water Management (IRWM) collaboration and funding process including regional, County, Tribal and State entities.

Key Competencies and Characteristics

- A solid leader and role model with a positive presence who demonstrates initiative, is action-oriented, exercises good judgment, treats others with respect, and is open and approachable.
- An active problem solver who anticipates and responds to problems in a timely manner, develops alternative solutions, and is able to bring resolution to issues quickly, involving others as needed.
- A relationship builder, committed to excellence with a strong customer service ethic and the ability to empower employees, while also holding them accountable.





- An outstanding manager of people who provides guidance and professional support to staff, offers regular feedback to employees, and serves as a mentor in providing training and growth opportunities.
- Excellent at writing clear, concise staff and other reports for presentation in oral or written format to the Board of Directors or other elected bodies.
- A leader who is collaborative and supportive in working with executive leadership, ensuring the organization works toward a common goal.
- A person with the highest ethical standards who commands the trust and respect of peers through conduct of high integrity and professionalism.

Qualifications

Education and experience that provide the required knowledge and abilities would be:

- Graduation from an accredited college or university with a bachelor's degree including major course work in business administration, public administration, civil engineering or related field is required.
- A master's degree or other advanced degree in fields such as public/business administration, legal or engineering is highly desirable.
- Seven years of increasingly responsible experience in a public utility, involving the operation and maintenance of water and wastewater systems, including four years at a management level.

Salary and Benefits

The salary range for this position is \$284,400 - \$324,000, depending on experience and qualifications.

East Valley Water District offers an excellent benefits package that includes:

- CalPERS retirement providing the 2.7% @ 55 retirement formula for classic CalPERS members; new members will be provided the 2% @ 62 retirement formula. The District pays the full contribution to the retirement account.

- Performance Award – 10%
- Automobile Allowance – \$1,500.00 per month
- The District will pay the full monthly premium on the selected medical, dental, and vision benefit provided.
- Supplemental Retirement Account – \$20,000.00 per year
- Supplemental Life Insurance – \$250,000.00

Additional Benefits Include:

- Cost Of Living Adjustment – 3%
- Vacation – 30 days
- Sick Leave – 117 hours
- Administrative Leave – 80 hours
- The District will offer all other benefits provided to its exempt employees in accordance with District standard policies.

Application Process and Recruitment Schedule

The final filing date is Monday, May 16, 2022.

To be considered, please electronically submit your resume, cover letter and a list of five professional references (references will not be contacted in the early stages of the recruitment) to:

<https://koffassociates.com/gm-ceo/>

Resumes should reflect years and months of positions held, as well as size of staff and budgets you have managed. For additional information, please contact:



Frank Rojas
(510) 495-0448

frojas@koffassociates.com

Carlo Zabala
(510) 342-3233

czabala@koffassociates.com

Website: <https://koffassociates.com/>

Resumes will be screened based on the criteria outlined in this brochure. Candidates with the most relevant qualifications will be given preliminary interviews by the executive recruiter. Koff & Associates will report the results to East Valley Water District. The District will then select candidates who will be invited to participate in a formal interview process. Extensive reference and background checks will be completed on the selected candidate.

Korn Ferry Nonprofit Practice



General Manager and Director of Public Works
Search Proposal
August 2023



Dear Erin and Lisa,

Thank you for considering Korn Ferry as your search partner for Incline Village General Improvement District's upcoming General Manager and Director of Public Works searches. This upcoming leadership transition marks a critical moment as you seek to identify a successor to lead Incline Village General Improvement District forward and a leader to oversee the critical function of public works. Your next leaders must be dynamic and possess servant leadership. They must work closely with the board and staff and demonstrate financial stewardship, philanthropic leadership, and the ability to drive the quality and effectiveness of programs. Furthermore, your General Manager must possess the ability to lead through disruption and find creative ways to ensure success in a post pandemic time.

We are confident that we can help you to identify outstanding new leaders who will be additive to your culture, who will celebrate and embrace diversity and inclusion, and who can inspire the team and collaborate well with the board and other constituents to propel the organization forward. As a trusted advisor for major local, regional, and national nonprofit organizations, we understand the landscape of nonprofits and the positive and critical impact they have on communities and the people they serve. Our ability to leverage Korn Ferry's resources and networks both locally and nationwide is unrivaled. We are well equipped to identify a diverse pool of candidates for your consideration who would bring the requisite passion, skills, and experiences necessary to successfully lead Incline Village General Improvement District.

As the leading organizational consulting and executive search firm, Korn Ferry is well positioned to partner with you. Our intentionally inclusive focus, coupled with our deep experience across the nonprofit, public, and corporate sectors, provides us with the expertise and networks that we believe makes our firm uniquely qualified to conduct this search on your behalf. As you plan for your next chapter, please know that we would feel privileged to partner with you.

Kind regards,

Jordan Williams

Managing Consultant | Nonprofit & Education


Jordan.Williams@KornFerry.com



CONTENTS

- I. KORN FERRY OVERVIEW AND QUALIFICATIONS
- II. SEARCH PROCESS AND METHODOLOGY
- III. KORN FERRY LEADERSHIP ASSESSMENT
- IV. DIVERSITY AND INCLUSION
- V. KORN FERRY TEAM
- VI. REPRESENTATIVE ASSIGNMENTS
- VII. PROFESSIONAL FEES AND EXPENSES





Korn Ferry is a global organizational consulting firm, bringing together strategy and talent to drive superior performance for our clients.

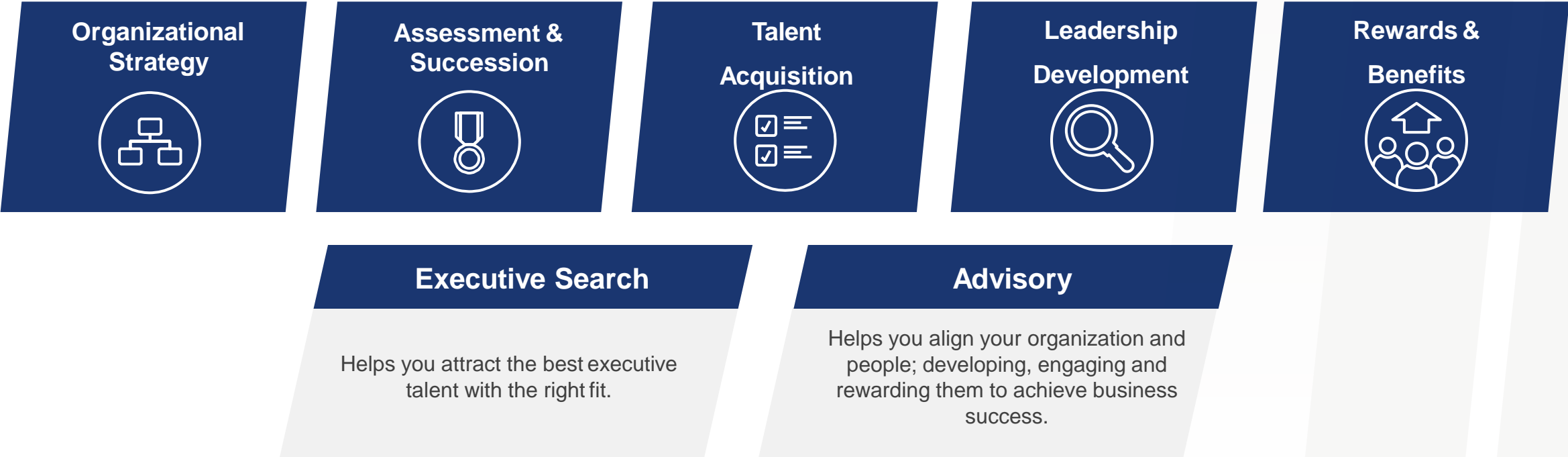
Our purpose is to help people and organizations exceed their potential.



Korn Ferry Overview

Korn Ferry (NYSE:KFY), is a ~\$2B global consulting firm helping organizations achieve the synchronization of strategy & talent.

Headquartered in Los Angeles, California, Korn Ferry help our clients design & execute on their People Strategy programs. Since our inception in 1969, clients have trusted us to help recruit world-class leadership. With nearly 8,600 employees in 110 offices across 52 countries, we assist organizations in attracting, engaging, developing, and retaining their people.





The Nonprofit Practice

With over three decades of executive recruiting and talent development experience, the Nonprofit Practice is creative and aggressive in the market, and holds the capacity to develop best-in-class talent with both traditional and non-traditional backgrounds. Korn Ferry consultants bring decades in executive and emerging leader recruiting, and are distinctly qualified to partner with clients, bringing credibility and an unrivalled combination of deep experience in conducting leadership searches, along with local and national networks and access.

Korn Ferry is proud to be a partner and trusted advisor to organizations across all mission-driven endeavors. Our process follows a disciplined methodology to assure our clients the finest execution of critical steps along the search process. Our extensive experience and network across nonprofits, associations, academia, governments, and the private sector is leveraged to surface and present the highest caliber of candidates, and we diligently seek out diverse talent. Diversity plays a key role in constructing candidate slates that reflect our workplace, marketplace, and the economy.

With our team, you will experience the benefit of working with a hands-on specialty boutique, with the added benefits of significant value-added resources of a large firm to execute a successful search.

OUR SEARCH PROCESS



How We Work

UPFRONT CONSULTING

At the commencement of the assignment, we will spend time with your key stakeholders (board of directors, staff, donors, etc) and ask the right questions to:

- Thoroughly understand expectations of the role and how it is expected to impact the business
- Gain a deeper insight into our client's unique culture to understand the particular nuances necessary to be successful in the role
- Help you define how to maximize this role within the organization, in terms of responsibilities, deliverables and decision making

PARTNERSHIP FROM BEGINNING TO END

Consistent and consultative involvement of Korn Ferry Senior Leaders throughout the process:

- Weekly updates on market feedback and search status
- We assess leadership characteristics against “mission critical” competencies
- Complete candidate referencing
- Active participation in offer negotiation
- Help with on-boarding of successful candidate

Search Process

Kick-Off/Due Diligence

- Kick Off Meeting
- Discuss business strategy and culture
- Confirm target profile and universe
- Establish search process
- Identify search committee
- Establish weekly update calls
- KF4D: Establish assessment criterion / success profile
- Create process for candidate evaluation
- Candidate identification

Confidential Candidate Approach

- Continue candidate Identification & development
- Prepare detailed profiles and evaluation reports
- KF4D: Concurrently, develop success profile and have candidates participate in assessment
- Review profiles
- Begin to set up introductions

Confidential Introductions

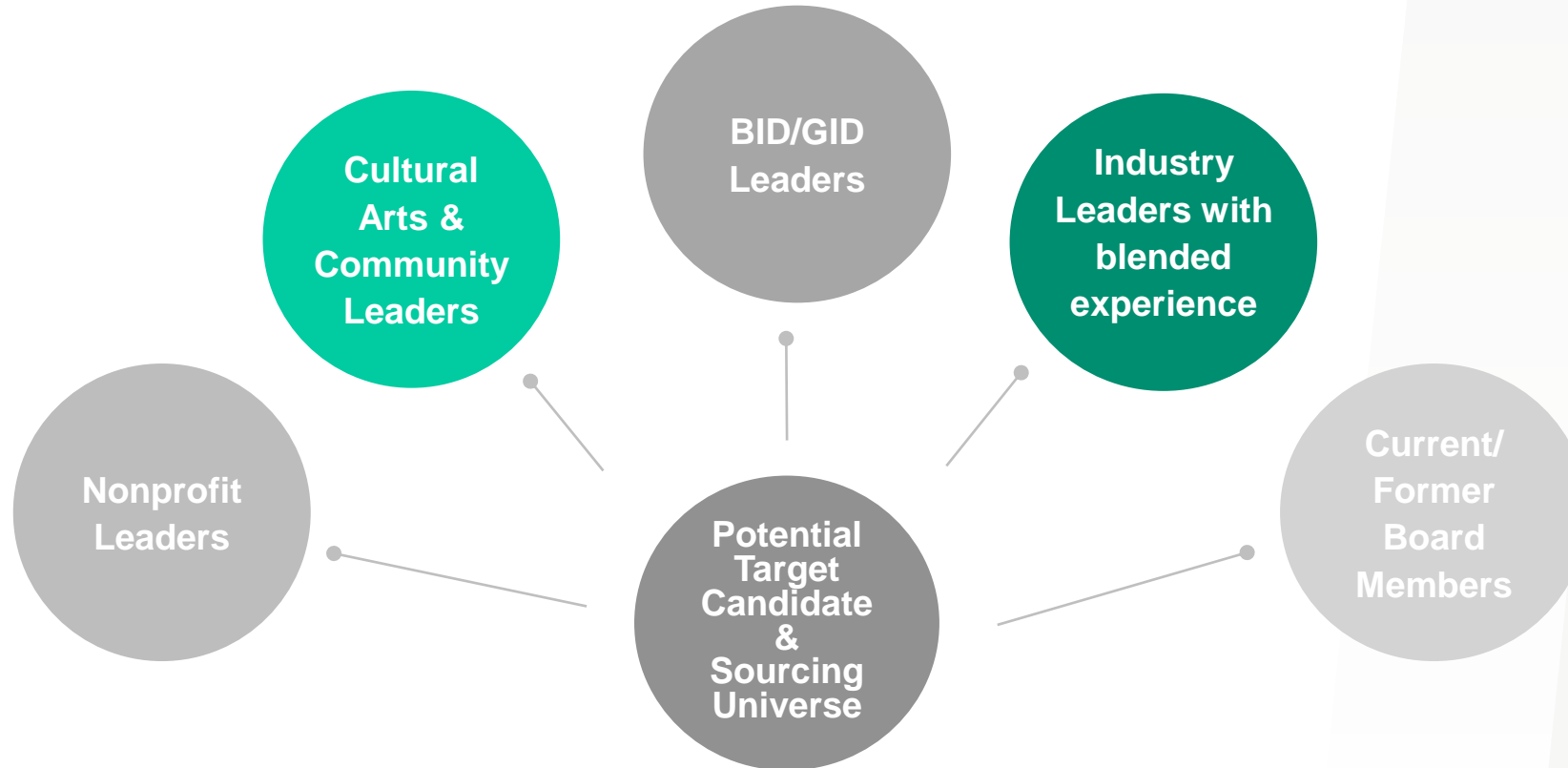
- Facilitate interviews with relevant candidates
- Manage candidates through process to maximize outcome
- KF4D: To discuss results of candidate KF4D / Compare to success profile
- Ask for references, etc.

Offer Stage / On-Boarding

- Conduct reference checks.
- Negotiate salary and benefits.
- Candidate accepts offer
- Initiate onboard process



Sample Search Strategy for Incline Village General Improvement District



Proposed Search Timeline

ITEM	ADD DATES
Korn Ferry and Incline Village General Improvement District Search Committee Launch Meeting.	September
Korn Ferry initiates Unique Client Profile with Search Committee.	September
Korn Ferry conducts discovery conversations with key stakeholders.	September
Korn Ferry and Incline Village General Improvement District Search Committee finalize job specification.	September
Korn Ferry creates search strategy and begins research and candidate development.	October
Korn Ferry conducts candidate calibration call with Incline Village General Improvement District Search Committee.	October
Korn Ferry biweekly client calls commence to include Long List & Short List Reviews.	November
Incline Village General Improvement District Search Committee conduct 1st round interviews. Debrief session to follow.	November
Candidates to progress to 2 nd round interviews complete KF4D Assessment. Review session to follow.	November
Incline Village General Improvement District Search Committee conducts 2nd round interviews. Debrief session to follow to select finalist(s).	December
Incline Village General Improvement District Search Committee conduct Finalist Interviews.	December
Korn Ferry conducts references and education checks for finalist(s).	January
Offer is extended to final candidate.	January
Korn Ferry and Incline Village General Improvement District map out onboarding plan.	January
Incline Village General Improvement District announces selection of new General Manager.	January

SEARCH METHODOLOGY



Search Methodology & Best Practices for Incline Village General Improvement District

Among the best practices for conducting a successful General Manager search for Incline Village General Improvement District are the following:

- Stakeholder engagement early in the process. We would work with the Search Committee to build a target list of stakeholders, including the Search Committee and senior staff. We would facilitate a dialogue with each key group to ensure we learn the following key points:
 1. What are the most critical opportunities and challenges facing Incline Village General Improvement District?
 2. What are the most important experiences, capabilities, and leadership competencies that each stakeholder prefers?
 3. How would you define a successful first year?
- Outreach would be done via ZOOM, telephone interviews, and email surveys. This information would be compiled for the Search Committee and used in the position specification. This data will be highly valuable for the next General Manager as they embark on their new role.
- Alignment of Search Committee on mission-critical leadership competencies, candidate profile and search strategy.
- A communications plan designed to inform key stakeholders throughout the process, while preserving confidentiality of the candidates. Clearly articulating the time commitment for each Search Committee member early in the process for planning purposes and to ensure a high level of engagement.
- An established calendar of key milestone meetings to ensure consistent participation by all Search Committee members, key stakeholders, and senior staff.
- Appropriate engagement of key staff.
- Rigorous evaluation of candidates beyond interviewing, including candidate assessment tools to evaluate leadership competencies, motivational drivers and values fit with Incline Village General Improvement District.
- Meaningful interviews for members of the Search Committee to ensure all dimensions of each candidate are explored.
- Deep referencing and background checks on the finalists.
- An onboarding strategy. Korn Ferry offers onboarding suggestions to ensure a seamless transition for the next Incline Village General Improvement District.

Note: Given the COVID-19 pandemic, Korn Ferry has built an effective Search Committee process leveraging ZOOM technology. We provide an effective solution to managing through these challenging times. We would be pleased to discuss in a follow up conversation.



General Manager Candidate Profile

Candidates should possess a stellar reputation and share a passion for Incline Village General Improvement District's mission.

Experience:

- A proven track record for leading change in a dynamic industry
- An ability to work with diverse stakeholders to build a vision for the future of Incline Village General Improvement District
- A genuine commitment to diversity, equity, and inclusion
- A track record of success in building and leading high functioning teams
- Effective Board leadership experience
- Demonstrated commitment to transparency and open communications
- Persuasive and influential communications skills
- Culture and talent builder
- Global business savvy and cross-cultural communications
- Data and metrics driven
- Digital savvy

Leadership Competencies/Style:

- Leads with integrity, trustworthiness, respect, and fairness
- Strategic mindset and visionary/forward looking
- Inspirational and motivational leadership
- Balances diverse stakeholders
- Effective at aligning execution
- Skilled at building and navigating networks
- Ability to lead through disruption and ambiguity
- Innovative, nimble, and agile
- Consensus builder
- Decisive
- Empowering
- Authentic leadership; strong EQ; humble, with ego in check





OUR PROPIETARY LEADERSHIP ASSESSMENT





KF4D - Four-Dimensional Executive Assessment

- **World-leading:** our most credible tool yet for evaluating talent.
- **Powerful:** puts the range of Korn Ferry expertise at your fingertips and gives you unprecedented levels of control over the assessment process.
- **Convenient:** works on any device and offers all the real-time functionality and convenience of an app.
- **Validated:** predictions are made based on years of research and the results of 4.4 million assessments.
- **Sophisticated:** rich visual representations of assessment results offer you deep insight into every candidate.

“Combining science with the art of search”



KF4D Assessment of Every Candidate

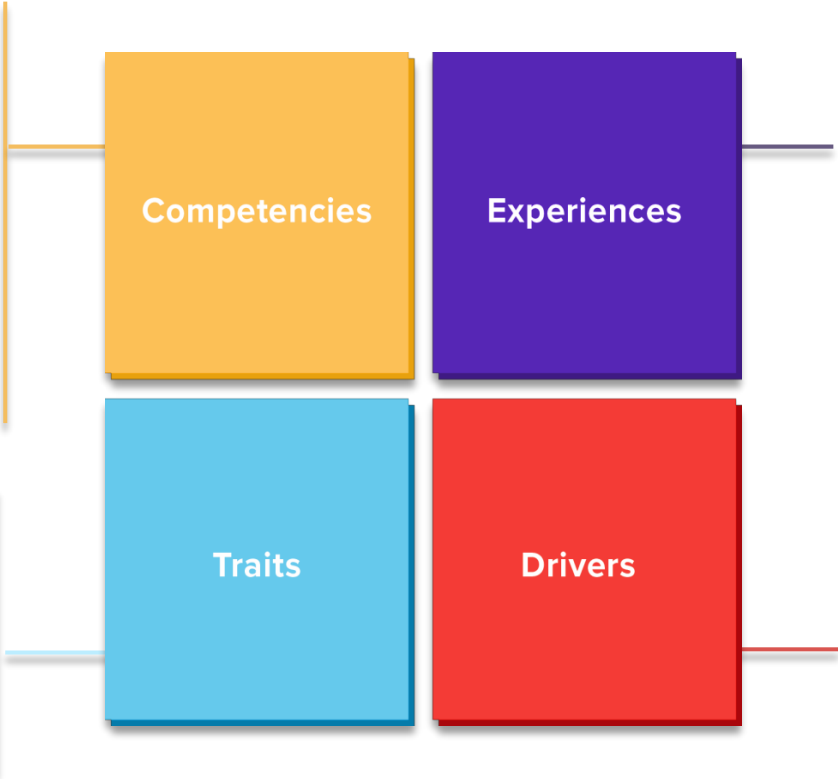
Assessing Fit to Accelerate Performance and Minimize Risk

Competencies include:

- Customer Focus
- Builds Effective Teams
- Creates Vision
- Communicates Effectively
- Instills Trust
- Drives Results
- Build Relationships
- Thinks Strategically
- Attracts/Develops Talent
- Nimble learning
- Engage and Inspire

Traits include:

- Trustworthy
- Risk-taking
- Curiosity
- Affiliation
- Self-Awareness
- Composure
- Confidence
- Sociability
- Focus
- Empathy
- Influence
- Persistence
- Assertiveness
- Tolerance of Ambiguity



Experiences include:

- Strategy Development
- Brand building
- Disruptive Innovation
- Leveraged analytics to drive growth
- Tech and Digital savvy
- Negotiations
- Best in class foundation plus entrepreneurial experience
- Built teams and capability

Drivers include:

- Accomplishment
- Collaboration
- Challenge
- Ambition
- Creativity

The Background

5 Decades of Research

Built from the world's richest data set: over 7 million executive and professional candidate profiles and 4.4 million assessments

Validated by industry's top team of industrial psychologists, research scientists, and statisticians



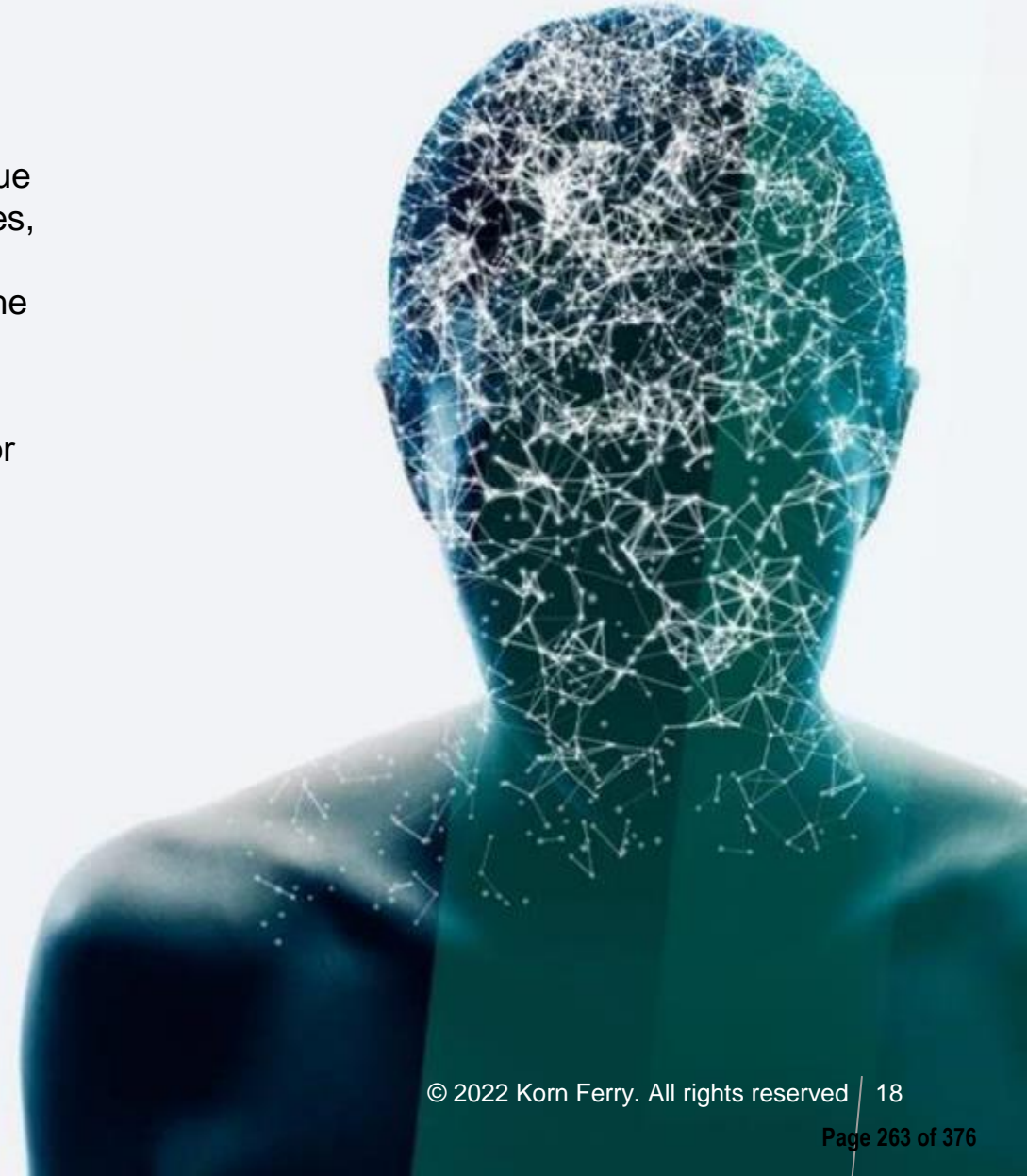
Unique Client Profile (UCP)

Every executive role and organization is distinct, which is why we create a unique client profile (UCP) for each engagement based upon Leadership Competencies, Position Analysis, and Institutional Culture. The purpose of the exercise is to define and prioritize the leadership characteristics that are most important for the role of General Manager, as well as your impression of the culture of the organization.

The resulting report, or “Unique Client Profile” (UCP) will serve as a guideline for how different candidates match the demands of the role and the business context. The report will be used by Korn Ferry when assessing internal or external candidates in succession planning.

In addition to the review of a candidate’s career history, professional interview, and references, each candidate will complete a psychometric assessment of leadership benchmarking their competencies, traits and drivers against the institutional specific UCP and industry averages based upon a Korn Ferry data set of over millions of talent assessments.

This assessment report provides important insights for the Search Committee during their selection process, and provides critical markers for candidate fit, onboarding and long-term development.



Unique Candidate Profile Samples

Audrey Sample

AVP, Operations
Company Confidential

Audrey thrives on complex, potentially unsolvable problem behaviors and experimenting with solutions. Candidates like Audrey like autonomy and relationship-building and may benefit from a network. They approach challenges with a strong level of focus and back down from obstacles and setbacks.

SOCIAL LEADERSHIP
Influence, collaboration, and interpersonal awareness that advances collective goals.

EMPATHY (EM)
Being attuned to others' feelings, motivations and concerns.

COMPOSURE (CP)
The ability to stay calm and poised in stressful, difficult or ambiguous situations.

INFLUENCE (IN)
The ability to motivate and persuade others.

SITUATIONAL SELF-AWARENESS (ES)
The ability to stay attuned to one's own experiences, motivations and reactions in the present moment.

SOCIABILITY (SO)
The natural inclination to engage with and interact with others.

APPLICATION (AP)
A preference for aligning with a larger team or organization toward a common goal.

ABILITY
Adaptability, curiosity, and innovative thinking in conditions of ambiguity and risk.

ADAPTABILITY (AD)
Comfort with unanticipated changes in direction or approach.

CURIOSITY (CU)
The extent to which a person is likely to tackle problems in a novel way, see patterns in complex information and pursue deep understanding.

FOCUS (FO)
Preference for organization, procedure and exactitude.

TOLERANCE OF AMBIGUITY (TA)
Comfort with uncertain, vague, or contradictory information that prevents clear understanding or direction.

RISK-TAKING (RT)
A willingness to take a stand, or take chances based on limited information.

Traits

Candidate Report
January 20, 2016

Audrey Sample

AVP, Operations
Company Confidential

Audrey persuasively shapes the positions of opposing groups, and finds alternate that appeal to differing parties and defuse tension. Candidates like Audrey take and make tough decisions in high-stakes situations, crises, or uncertain conditions.

MOST CRITICAL:	CRITICAL:	LEAST CRITICAL:
ALIGNS EXECUTION	CULTIVATES INNOVATION	ENSURES ACCOUNTABILITY
PERSUADES	COURAGE	NEEDS LEARNING
STRATEGIC VISION	NAVIGATES NETWORKS	SITUATIONAL ADAPTABILITY
MANAGES CONFLICT	ENGAGES AND INSPIRES	MANAGES AMBIGUITY
BALANCES STAKEHOLDERS	DEVELOPS TALENT	GLOBAL PERSPECTIVE

Legend: Unique Client Profile (Grey), Candidate (Yellow)

ALIGNS EXECUTION
Planning and prioritizing work to meet commitments aligned with organizational goals.

PERSUADES
Using compelling arguments to gain the support and commitment of others.

STRATEGIC VISION
Seeing ahead to future possibilities and translating them into breakthrough strategies.

MANAGES CONFLICT
Handling conflict situations effectively, with a minimum of noise.

BALANCES STAKEHOLDERS
Anticipating and appreciating the varying needs of all parties invested in outcomes.

CULTIVATES INNOVATION
Creating new and better ways for the organization to be successful.

COURAGE
Stepping up to address difficult issues, saying what needs to be said.

NAVIGATES NETWORKS
Effectively building formal and informal relationships inside and outside the organization.

ENGAGES AND INSPIRES
Creating a climate in which people are motivated to do their best to help the organization achieve its objectives.

DEVELOPS TALENT
Developing people to meet both their career goals and the organization's goals.

ENSURES ACCOUNTABILITY
Holding self and others to meeting commitments.

NEEDS LEARNING
Learns through experience tackling new problem successes and failure fodder.

SITUATIONAL ADAPTABILITY
Adapting approach in real time to match the needs of different situations.

MANAGES AMBIGUITY
Operating effectively in situations that are not certain or clear.

GLOBAL PERSPECTIVE
Taking a broad view of issues, using a global perspective.

Competencies

Candidate Report
January 20, 2016

Audrey Sample

AVP, Operations
Company Confidential

Drivers

Audrey is motivated by working with others as a team, building partnerships, and pursuing joint goals. Audrey is also driven by work that leaves room for pursuing new areas of growth and developing new skills. An ideal environment would be team-oriented, with colleagues who support and challenge each other in the pursuit of common goals. In general, Audrey may be less energized by stability and consistency, and more invigorated when work is unpredictable and ambiguous.

6 DRIVERS:

INTENSITY OF DRIVERS:

Legend: Unique Client Profile (Grey), Candidate (Red)

BALANCE
Motivated to integrate work and life in a sustainable, enjoyable, and meaningful way.

COLLABORATION
A preference for work-related interdependence, group decision making, and pursuing shared goals.

POWER
Motivated to seek influence, recognition and increasing levels of responsibility.

CHALLENGE
Motivated by achievement in the face of tough obstacles.

STRUCTURE
A preference for process-oriented, structured and stable work environments.

INDEPENDENCE
Prefers an entrepreneurial approach and limited organizational constraints.





Drivers
Candidate: **Mary Li**

SIX DRIVERS:



INTENSITY OF DRIVERS:



Mary is motivated by responsibilities and schedule and the opportunity to work on common goals.

The power of Korn Ferry's recruitment expertise. In the palm of your hands.

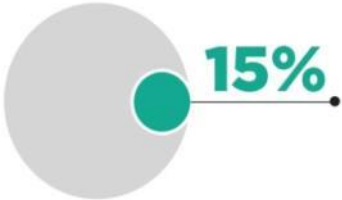
Why it Matters?

Our results are correlated with all key talent variables: engagement, retention, productivity, leadership effectiveness, and leadership potential.



Companies that used Korn Ferry's assessment tool during the executive recruitment process were **eight times more likely to hire an executive who will be promoted within three years** – compared to new hires where Korn Ferry's assessment tool was not used in the recruitment process.

*Korn Ferry Institute study, 2012



Learning agility is a top predictor of high potential. It is estimated that **just 15% of the global workforce are highly agile**. We can help you identify and develop this crucial growth attribute.



Four out of five leaders have serious blind spots about their skills, while two out of five have hidden strengths. We help reveal and understand people's underlying weaknesses while identifying and developing latent strengths.

*Korn Ferry Institute study, 2012



Executives with high levels of learning agility, tolerance for ambiguity, empathy, and social fluidity are **five times more likely to be highly engaged**.



Candidates who are "strongly recommended" based on their Korn Ferry assessment scores are **eight times more likely to be in the top tier of performers** than the bottom tier.

*Korn Ferry Institute study, 2014



Individuals with high learning agility are **promoted twice as fast** as individuals with low learning agility.

*Korn Ferry Institute study, 2014

+25%

Korn Ferry found companies with highly agile executives have **25% higher profit margins** than their peer group.

*Korn Ferry Institute study, 2014



DIVERSITY & INCLUSION



Our Diversity Commitment

Commitment: We lean in and are intentionally inclusive. Our diversity efforts reflect Korn Ferry's commitment to equity, diversity, and inclusion, and we ensure that we maintain an active network of contacts in key communities including engagement with professional organizations for women and people of color within the nonprofit sector and other industries. Korn Ferry has invested in a dedicated team within our research function solely focused on diversity. For Incline Village General Improvement District, our process will include employing our vast resources and relationships to ensure a diverse slate of candidates.

Track Record: The Nonprofit Practice of Korn Ferry is proud that 100% of our slates are diverse and over 70% of our placements are women and people of color. We do not consider a pool of candidates to be successful without this commitment.

Mitigating Unconscious Bias:

- Diverse perspectives are solicited during our information gathering phase
- The position description is A) free of language that may be insensitive or implicitly bias and B) inclusive of language that is encouraging to individuals from all backgrounds to apply
- Robust research and proactive outreach to ensure a diverse pool of candidates for consideration
- Prior to an in-person interview, KF conducts a preliminary phone screen based on a rubric of qualifications which enables the team to evaluate facts/relevant experience first and foremost
- Unconscious bias training/review for the Search Committee (optional service)
- Customized interview questions for the Search Committee that prevent gender, racial, cultural, and other forms of bias
- Offer and negotiation phase is fair and equitable
- Onboarding plan is aligned with commitment to equity and inclusion

Our Diversity

25% of our Board, 17% of our Global Operating Committee, 20% of our Global Market MDs & 36% of our Consultants are female

Diversity Awards

“American Council on Education (ACE)” - Network Leadership Award for advancing women into senior level positions within higher education

KF Publications

“Retaining Diverse Talent: Lessons from the Field”
“Providing Leadership in the Search for Diverse Talent”

“Diversity in the Executive Suite: Career Paths and Strategies” (Korn Ferry - in conjunction with Columbia Business School)

“Best Practices for Diversity: Corporate & Candidate Perspectives”

“What Women Want in Business: A Survey of Executives & Entrepreneurs” (Korn Ferry - in conjunction with Columbia Business School)

Diversity, Equity and Inclusion Matter

Korn Ferry is an “Equal Opportunity Employer” and undertakes special efforts to identify diversity candidates for clients. Korn Ferry is committed to best practice in diversity recruiting and as such has:

- A **dedicated Diversity Specialty Team** established in 1998 in the US broadening out across our offices in Latin America and EMEA.
- Access to **Diversity talent networks** through personal memberships and key contacts.
- An **internal Diversity Taskforce** to ensure we are addressing Diversity issues in the most effective ways and are up to speed on current topics.
- Produced a number of **Diversity Publications** and launched two best practice guides to give clients and consultants tips to ensure a more inclusive search process, interview techniques and guidance around diversity candidate attraction and retention.
- Ability to assist with **on-boarding and assimilation** to ensure retention of diverse talent.



THE TEAM





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Jordan Williams Managing Consultant, Nonprofit & Higher Education Practice

Jordan Williams is a Managing Consultant for Korn Ferry's Nonprofit and Higher Education Practice.

In this role Mr. Williams is responsible for assisting and advising clients on building best-in-class teams which align with the mission and vision which of their organization. Jordan has an extensive background in recruitment within the domestic and global non-for-profit and higher education sectors and works closely with the Korn Ferry 4-Dimensional Assessment.

His non-profit experience includes work with Habitat for Humanity, The Green Climate Fund, World Vision International, Poetry Foundation, Jewish Agency for Israel, Hadassah, American College of Radiology, American Academy of Dermatology, Ocean Conservancy, Goodwill, RTW Charitable Foundation, World Bank Group, and Pan American Health Organization.

His recent higher education experience includes work with University of Southern California, Michigan State University, Kenyon College, The University of Arizona, and University of Chicago.

Jordan has worked on various executive and non-executive roles across both sectors including:

Chief Executive, Executive Director, Board of Director, Chief Development Officer, Chief Financial Officer, Chief Communications Officer, Chief Operating Officer, Chief Information Officer, Dean, Chair of Department, Faculty, and other senior leadership team positions.

Prior to joining Korn Ferry, he served as a Senior Recruiter, Associate Executive Search Consultant and Executive Search Consultant for a global executive search firm across the nonprofit and higher education sectors. He was a member of the Training and Development Committee, an employee led working group focusing on the requisite key performance indicators for promotion and the programs for new hire development. Prior to executive search, he spent several years working in cardiovascular and neurosurgical research at the University of Chicago.

Mr. Williams has a BA in French from Wheaton College (IL) and is in the process of completing his MBA with a focus in International Business from University of Wisconsin-Whitewater. Mr. Williams is an accomplished tennis player and spent a year coaching at the collegiate level at Lake Forest College in Illinois. He also volunteers with The Crohn's and Colitis Foundation.





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Jeremy S. Gold Managing Consultant, Corporate Affairs & Legal COE

Jeremy S. Gold is a Managing Consultant in Professional Search in Korn Ferry's Washington D.C. office and a member of the firm's Global Corporate and Government Affairs Center of Expertise, a specialty practice focusing on corporate government relations.

Jeremy provides clients strategies and pathways forward utilizing his extensive political background, strategic insight, and strong ties to leverage his network and reputation to guide clients through the maze of Washington, DC.

Prior to joining Korn Ferry, Jeremy was the President/CEO of The Gold Standard, LLC, a premier full-service political fundraising and advocacy firm, with almost two decades of Political/Non-Profit/Higher Education fundraising experience. Previously, Jeremy was a Senior Associate with PricewaterhouseCoopers Transfer Pricing Consulting Practice in both their New York City and Atlanta offices.

Jeremy received his BBA in Finance from the University of Texas at Austin School of Business.

He is active in his community, coaching and raising money for charitable causes, an avid runner, and a die-hard San Antonio Spurs fan. Jeremy resides in Bethesda, MD with his wife Randi, and their twins, Emma and Jacob.





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Julie Palmer Johnson Senior Recruiter, Nonprofit & Higher Education Practice

Julie Palmer Johnson is a Senior Recruiter for Korn Ferry's Nonprofit and Higher Education Practice. In this role, Ms. Johnson is responsible for sourcing and screening candidates for a variety of mid-level and senior level positions. She focuses on building rapport with both clients and candidates to ensure the talent pool aligns with the client's mission and vision for the position.

Ms. Johnson has worked on a variety of leadership searches within the nonprofit and higher education sector including Presidents, Provosts, Vice Presidents, Chief Financial Officers, Deans, Department Chairs, and other senior level positions. Prior to joining Korn Ferry, Ms. Johnson served as an Associate for a boutique executive search firm based in Atlanta, GA. In this role, she conducted research on institutions and candidates, coordinated logistics throughout the search process, assisted with recruitment, and worked on key business development initiatives including preparing proposals.

Before her career in professional search, Ms. Johnson's experience was primarily in Student Affairs and University Advancement - two areas she is still very passionate about. She spent over four years at the Georgia Tech Alumni Association, most recently as Senior Manager of Student & Young Alumni Engagement. During her time at Georgia Tech, she was heavily involved in the Council for the Advancement and Support of Education (CASE), and served as a faculty member for the Student & Young Alumni Engagement conference in 2018 and 2019.

Ms. Johnson is originally from Chicago. She graduated cum laude from George Mason University's Honors Program with a dual Bachelor of Arts degree in Government & International Politics and Interpersonal & Organizational Communication. She earned a Master of Arts in College Student Personnel at Bowling Green State University. Ms. Johnson has always had a passion for college student development and continues to serve in a variety of advisory capacities for her sorority and alma maters.



REPRESENTATIVE ENGAGEMENTS



Representative Engagements

Client	Position
Harvest Foundation	President
Cumberland Community Improvement District	Executive Director
5 th Avenue Business Improvement District	Chief Executive Officer
5 th Avenue Business Improvement District	Director of Projects
Perimeter Community Improvement Districts	Executive Director
Salt River Project Agricultural Improvement District	Associate General Manager
University of Nebraska	Vice Chancellor, Research and Economic Development
University of North Carolina, Charlotte	Vice Chancellor, Research and Economic Development
Temple Economic Development Corporation	President and Chief Executive Officer
Fairfax County Economic Development Authority	President and Chief Executive Officer
Michigan Economic Development Corporation	Chief Executive Officer
Maryland Economic Development Corporation	Chief Executive Officer
International Economic Development Council	Chief Executive Officer
New York Economic Development Corporation	Chief Financial Officer
Dallas Economic Development Corporation	Chief Executive Officer*
Joliet, Illinois	City Manager*
Winter Springs, Florida	City Manager*
East Palestine, Ohio	City Manager*



PROFESSIONAL FEES



Fees and Expenses

Korn Ferry's fees are non-contingent and consistent with the standards of the profession. Our goal is to achieve total client satisfaction. Every assignment is tailored to meet specific client needs.

Professional & Administrative Fees

- Fees are based on one-third of the candidate's annual base salary and estimated bonus. The professional fee is billed in three monthly installments (at contract, 30 days and 60 days). The first invoice is a non-refundable retainer.
- Korn Ferry is also reimbursed for all database services, search assessment services, research services, and administrative support. These services will be billed as a monthly charge equal to five percent (5%) of the Minimum Professional Fee, for the first three months of the engagement (the "Administrative Service Charge"). **Given our desire to partner with Incline Village General Improvement District, we will bill a monthly charge at four percent (4%) of the Minimum Professional Fee, instead of five percent (5%), for the first three months of the engagement.**
- Adjustments are calculated at the conclusion of the search.

Direct Expenses

- In addition to our professional fees, Korn Ferry is reimbursed for any pre-approved direct out-of-pocket expenses such as candidate travel and lodging and postings. These will be billed on a monthly basis as incurred.

Guarantee

- If our placed candidate should be asked to leave for performance reasons within twelve (12) months of his/her start date, we will conduct a search for a replacement candidate for no additional professional fees, charging only for out-of-pocket expenses incurred in connection with the replacement search. Our service guarantee is predicated on all Korn Ferry invoices having been paid in full within 30 days of the invoice date. The only exceptions to this policy would be for misrepresentation by the company, a material change in the content of the role, or the death or disability of the candidate.



Thank you



MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin
Acting District General Manager

FROM: Bobby Magee
Interim Director of Finance

SUBJECT: Review, discuss and possibly approve augmentations to the 2023/24 approved budget to reflect carry-forward of available appropriations from the 2022/23 budget to support ongoing capital improvement and other projects with funding provided in the prior fiscal year in the amount of \$22,401,085

STRATEGIC PLAN: Long Range Principle #2 - Finance

DATE: August 30, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to approve augmentation of the 2023/24 approved budget to reflect carry-forward of available appropriations from the 2022/23 budget in support of ongoing capital improvement and other projects with funding provided in the prior fiscal year in the amount of \$22,401,085 (\$20,685,522 from Attachment A and \$1,715,564 from Attachment B).

II. BACKGROUND

At the meeting of May 25, 2023, the Board of Trustees approved the District's 2023/24 budget which included Capital Improvement Program appropriations totaling \$72,536,886 funded through \$72,424,443 in new appropriations and \$112,443 in net carry-forward appropriations from the 2022/23 capital budget supporting ongoing projects. In addition, the 2023/24 approved budget included capital plan expense items with appropriations totaling \$1,379,500.

The carry-forward appropriations included in the 2023/24 final budget approved on May 25, 2023 were limited to **estimates** of available General Fund appropriations supporting ongoing capital improvement and other projects funded in the prior fiscal year's budget.

Prior to 2021/22, the Board was asked to approve capital program carry-forward appropriations in conjunction with the approval of the annual budget, based on

estimates of available funding expected to be remaining at the end of the fiscal year for specified projects. Starting with the adoption of the 2021/22 budget, Board action related to carry-forward appropriations has been deferred until early in the new fiscal year so that carry-forward appropriations are now based on *actual* funds available at the end of the fiscal year, rather than preliminary estimates.

III. DISCUSSION

This item recommends Board approval to carry-forward an additional \$22,401,085 in available, unexpended 2022/23 capital budget appropriations to augment the 2023/24 budget for ongoing projects. Of this amount, a total of \$14,030,748 represents encumbered appropriations as a result of executed contracts and purchase orders issued during 2022/23. The balance, \$8,370,337, represents unencumbered appropriations for budgeted capital improvements, repair and maintenance projects, and equipment purchases that are planned to be implemented in the new 2023/24 budget.

Attachment A provides a listing of available 2022/23 capital budget appropriations recommended for carry-forward to the 2023/24 budget, totaling \$20,685,522 across all funds. Attachment B provides a listing of available 2022/23 capital plan expense items recommended for carry-forward to 2023/24 related to non-capital projects, in the amount of \$1,715,564.

The following table summarizes the recommended carry-forward appropriations from each category, across all funds:

Recommended FY 2022/23 Carry-Forward Appropriations

Fund	FY2022/23		Total FY2022/23 Carry-Forward Appropriations
	Capital Projects (Attachment A)	Expense Projects (Attachment B)	
100-000 General	\$ 89,387	\$ 32,762	\$ 122,149
100-380 Parks	71,633	34,333	105,966
200-000 Utility	17,004,882	1,247,176	18,252,058
300-320 Golf	1,517,853	47,543	1,565,396
300-330 Facilities	17,891	62,800	80,691
300-340 Ski	1,374,426	36,905	1,411,331
300-350 Recreation	86,953	13,332	100,285
300-360 CS Admin	-	30,367	30,367
300-370 Tennis	-	7,604	7,604
390-000 Beach	522,497	202,742	725,239
	\$ 20,685,522	\$ 1,715,564	\$ 22,401,085

Capital vs. Expense Items.

As part of the 2023/24 budget process, a total of \$1,379,500 in project funding included in the capital plan was identified as operating expenses rather than capital assets to be depreciated. This includes funding for routine repairs and maintenance, individual items that fall below existing capitalization thresholds, and funds to support master plans and studies. These appropriations were budgeted as operating expenditures across applicable funds.

Of the carry-forward appropriation amount recommended for Board approval with this agenda item, \$1,715,564 is supporting expenditures that do not meet capitalization criteria, and therefore will be appropriated to expense account codes within the 2023/24 budget.

As a final reminder, this report reflects a snapshot at a particular point in time.

Attachments:

Attachment A – FY 2022/23 Capital Improvement Budget

Attachment B – FY 2022/23 Capital Plan – Expense Items

IVGID Capital Improvement Project Reporting

Definitions for Status Terms

- Added – An unbudgeted project that meets capital improvement criteria and established after the start of the fiscal year.
- Cancelled – A project that was scheduled but is no longer being considered for construction or acquisition.
- Carried Over – A project re-scheduled to another fiscal year and has had its remaining budget updated.
- Completed – A project that has finished all phases and is set up as a capital asset.
- Delayed – A project timeline extended for either for a change in scope of work or the conditions without adjustment to its budget.
- In Progress – A project which is not completed and may incur additional costs.
- In Progress – On Order – A project which is in progress and materials/equipment has been ordered but the project is not yet completed.
- In Progress - Multi-Year – A project that has been started and was scheduled to be executed over multiple fiscal years to facilitate each phase (pre-design, design and construction or acquisition).
- Multi-Year – A project scheduled to be executed over multiple fiscal years to facilitate each phase (pre-design, design and construction or acquisition).
- Ongoing – A project that represents a continuous flow of rehabilitation or renewal of an operating system with added revenues and costs over time.
- Opened Early – A scheduled project that starts ahead of plan due to a change in conditions or assumptions.
- Postponed – A project with some reason to not be active but is still intended to be executed at some future time.
- Reallocation – A project added or altered by the addition of spending authority from a specified completed or cancelled project from the same fiscal year.
- Xfer to Operating – A project that will be transferred to the capital plan – expense items.

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Fund /		New TYLER		FY2022/23 Amended	FY2022/23 Expenditures	Available	Project Status	GM Approved	Encumbrance
Dept. Div.	Project #	Project #	Project Title	Budget	(6/30/23)	Budget	(6/30/23)		
General Fund									
Accounting/Information Systems									
	1099OE1401		Replace Xerox Printer	24,197	24,197	-	Completed		
	1213BD2106		Network Closet Updates (HVAC)	15,000	-	15,000	Delayed	15,000	
	1213CE2101		Power Infrastructure Improvements	53,803	25,272	28,531	Completed		
	1213CE2102		Network Upgrades - Switches, Controllers, WAP	285,000	235,613	49,387	In Progress	49,387	49,387
	1213CE2104		Fiber Installation/Replacement	25,000	-	25,000	Delayed	25,000	
	1213CE2105		Security Cameras	100,000	92,659	7,341	Completed		
	1315CO1801		HRIS, Payroll, & Finance Software Implementation	-	61,140	(61,140)	Xfer to Operating		
			Sub-Total	503,000	438,881	64,119		89,387	49,387
General									
	4378LI2104		IVGID Community Dog Park	100,000	573	99,427	Ongoing		
	1099CE2201	CE23100100	Board Meeting - Technology Upgrades	30,000	3,095	26,905	In Progress		
			Sub-Total	130,000	3,668	126,332		-	-
			Total General Fund	633,000	442,549	190,451		89,387	49,387
Utilities									
Public Works Shared									
	2097CO2101		Public Works Billing Software Replacement	20,000	-	20,000	Delayed	20,000	
	2097HE1725		Loader Tire Chains - 2 sets	26,352	-	26,352	In Progress - On Order	26,352	26,352
	2097HE1729		2002 Caterpillar 950G Loader #523	258,648	-	258,648	In Progress - On Order	225,000	225,000
	2097HE1730		2003 Caterpillar 950G Loader #525	265,000	-	265,000	In Progress - On Order	225,000	225,000
	2097LE1720		Snowplow #300A	19,000	-	19,000	Contingency Item	19,000	
	2097LE1721		Snowplow #307A	19,000	-	19,000	Contingency Item	19,000	
	2097LI1701		Pavement Maintenance, Reservoir 3-1 WPS 4-2/5-1	220,000	-	220,000	In Progress	220,000	
	2097LE2221	LV23200100	Medium Duty Truck Plow	16,500	16,564	(64)	Completed		
	2097LV2220	LV23200200	Chevy 1/2-Ton Pick-up Truck	37,200	37,166	34	Completed		
			Sub-Total	881,700	53,730	827,970		754,352	476,352
Water									
	2299DI1707		Burnt Cedar Water Disinfection Plant Emerg. Generator Fuel Tank	137,429	14,766	122,663	In Progress - Multi Year	122,663	6,663
	2299WS1705		Watermain Replacement - Crystal Peak Road	1,568,642	915,764	652,878	In Progress - Multi Year	652,878	418,748
	2299WS1802		Watermain Replacement - Alder Avenue	65,000	1,731	63,269	In Progress - Multi Year	62,956	7,000
	2299WS1706		Watermain Replacement Slott Peak Ct	72,230	25,306	46,924	Completed		
	2299DI1102		Water Pumping Station Improvements	50,000	33,565	16,435	Ongoing	16,435	23,000
	2299DI1401		Burnt Cedar Water Disinfection Plant Improvements	44,208	-	44,208	Ongoing	44,208	12,807
	2299CO2203	SW23200100	LIMSs Software	55,000	-	55,000	See Footnote 1	55,000	
			Sub-Total	1,992,509	991,132	1,001,377		954,140	468,218

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Fund /		New TYLER		FY2022/23 Amended	FY2022/23 Expenditures	Available	Project Status	GM Approved	Encumbrance
Dept. Div.	Project #	Project #	Project Title	Budget	(6/30/23)	Budget	(6/30/23)		
Sewer									
	2524SS1010		Effluent Pipeline Project	14,006,500	4,113,312	9,893,188	See Footnote 2	9,893,188	10,182,490
	2599SS2010		Effluent Pond Lining / Storage Tank	4,069,185	573,443	3,495,742	See Footnote 3	3,495,742	724,406
	2599DI1703		Sewer Pump Station #1 Improvements	1,538,370	10,759	1,527,611	In Progress	1,527,611	
	2599DI1104		Sewer Pumping Station Improvements	50,000	24,700	25,300	Ongoing	32,248	14,885
	2599SS1102		Water Resource Recovery Facility Improvements	186,607	94,046	92,561	Ongoing	92,561	40,040
	2599SS1103		Wetlands Effluent Disposal Facility Improvements	273,523	18,483	255,040	In Progress	255,040	200,524
	2599SS2107		Update Camera Equipment	60,000	49,465	10,535	Completed		
			Sub-Total	20,184,184	4,884,208	15,299,976		15,296,390	11,162,345
			Total Utilities	23,058,393	5,929,070	17,129,323		17,004,882	12,106,915
Community Services Funds									
Championship Golf									
	3141LI1202		Cart Path Replacement - Champ Course	169,667	5,716	163,951	In Progress	163,951	
	3141LV1898		Championship Golf Course Electric Cart Fleet and	533,360	533,360	-	Completed	-	
	3153BD2001		Recoat Chateau F&B Grill and Catering Kitchen Floors	39,700	-	39,700	Delayed	39,700	
	3142LE1741		2016 Bar Cart #724	20,000	-	20,000	In Progress - On Order	20,000	
	3142LE1742		2016 Bar Cart #725	20,000	-	20,000	In Progress - On Order	20,000	
	3142LE1744		2014 Toro Tri-Plex Mower 3250D #694	42,781	-	42,781	In Progress - On Order	42,781	42,781
	3142LE1745		2017 Toro 3500D Mower #743	36,184	-	36,184	In Progress - On Order	36,184	36,184
	3142LE1746		2012 JD 8500 Fairway Mower #670	93,486	93,486	-	Completed		
	3142LE1747		2011 Toro Groundmaster 4000D #650	66,211	-	66,211	In Progress - On Order	66,211	66,211
	3142LE1750		2013 JD 3235 Fairway Mower #685	98,000	-	98,000	In Progress - On Order	97,467	
	3142LE1759		2014 3500D Toro Rotary Mower #693	40,028	40,028	-	Completed		
	3142LE1760		Replacement of 2010 John Deere 8500 #641	92,000	93,486	(1,486)	Completed		
	3143GC2002		Range Ball Machine Replacement	20,000	4,234	15,766	In Progress	5,000	
	3199OE1501		Championship Golf Printer Copier Replacement	10,000	-	10,000	In Progress - On Order	6,419	6,419
			Sub-Total	1,281,417	770,310	511,107		497,713	151,595
Mountain Golf									
	3241LI2001		Mountain Golf Cart Path Replacement - Phase II	1,100,000	99,860	1,000,140	In Progress	1,000,140	416,640
	3241GC1404		Irrigation Improvements	18,000	785	17,215	Completed		
	3242LE1726		2016 Bar Cart #726	20,000	-	20,000	In Progress - On Order	20,000	
			Sub-Total	1,138,000	100,645	1,037,355		1,020,140	416,640
Facilities									
	3351BD1703		Aspen Grove Outdoor Seating BBQ and Landscaping	20,000	2,109	17,891	Delayed	17,891	
			Sub-Total	20,000	2,109	17,891		17,891	-

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Fund /		New TYLER		FY2022/23 Amended	FY2022/23 Expenditures	Available	Project Status	GM Approved	Encumbrance
Dept. Div.	Project #	Project #	Project Title	Budget	(6/30/23)	Budget	(6/30/23)		
Ski									
	3453BD1806		Base Lodge Walk In Cooler and Food Prep (Kitchen) Reconfiguration	619,955	35,795	584,160	In Progress	584,160	516,390
	3462HE1702		Lakeview Ski Lift Maintenance and Improvements	1,613	4,248	(2,635)	Completed		
	3462HE1701		Lodgepole Ski Lift Maintenance and Improvements	18,000	2,361	15,639	In Progress	15,639	
	3462HE1712		Red Fox Ski Lift Maintenance and Improvements	75,000	11,559	63,441	In Progress - On Order	63,441	61,371
	3463HE1722		Loader Tire Chains (1-Set)	13,176	-	13,176	In Progress	13,176	13,176
	3463HE1723		2002 Caterpillar 950G Loader #524	265,000	-	265,000	In Progress - On Order	265,000	225,000
	3464LE1601		Ski Resort Snowmobile Fleet Replacement	31,295	16,904	14,391	Completed		
	3464LE1729		Snowplow #304A	19,000	-	19,000	Contingency Item	19,000	
	3464LE1734		2016 Polaris Ranger Crew #723	19,000	19,384	(384)	Completed		
	3464SI1002		Snowmaking Infrastructure Replacement		3,227	(3,227)	Completed		
	3467LE1703		Replace Child Ski Center Surface Lift	10,000	3,600	6,400	Completed		
	3468RE0002		Replace Ski Rental Equipment	259,133	-	259,133	In Progress	131,880	131,880
	3469HE1740		14-passenger Van	125,000	-	125,000	In Progress	125,000	
	3469BD2101		Replace Ski Lodge Facility Equipment	115,000	1,027	113,973	In Progress	110,494	6,500
	3453FF1706		Replace Main Lodge/Snowflake Lodge Dining Furniture and Fixtures	49,000	2,364	46,636	In Progress	46,636	
	3499OE1502		Skier Services Printer/Copier	8,870	8,870	-	Completed		
	3499CE2201	CO23340100	Installation RFID - Software and Gantries	410,000	319,594	90,406	Completed		
			Sub-Total	2,039,042	428,933	1,610,109		1,374,426	954,317
Parks									
	4378LI1604		Pump Track	78,196	28,042	50,154	In Progress		
	4378BD2202		Skate Park Enhancement	10,000	-	10,000	In Progress	-	
	4378LE1742		2015 Ball Field Groomer #706	11,000	-	11,000	Cancelled		
	4378LE2220	HV23370100	Toolcat with Bucket and Snowblower	70,000	61,367	8,633	In Progress	8,633	8,633
	4378LV1734		2011 Pick-Up with Lift gate #646	63,000	-	63,000	In Progress - On Order	63,000	
	4378LV1735		2005 Pick-up Truck 4x4 (1-ton) #554	45,166	45,166	-	Completed		
	4378RS2103		Village Green Drainage and Park Improvement Project	20,000	824	19,176	Cancelled		
			Sub-Total	297,362	135,399	161,963		71,633	8,633

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Fund /		New TYLER		FY2022/23 Amended	FY2022/23 Expenditures	Available	Project Status	GM Approved	Encumbrance
Dept. Div.	Project #	Project #	Project Title	Budget	(6/30/23)	Budget	(6/30/23)		
Recreation Center									
	4884BD2201	BI23350100	Recreation Center Expansion Project	1,048,947	680,146	368,801	Cancelled/Complete		
		BI23350300	Recreation Center Tennant Improvements	38,009	13,047	24,962	Cancelled/Complete		
	4884BD2202	BI23350200	Rec Center Exterior Wall Waterproofing & French Drain	100,000	13,047	86,953	In Progress	86,953	5,850
	4899FF1202		Rec Center Locker Room Improvements	969,212	1,176,820	(207,608)	Completed		
	4884BD1804		Chemtrol System for Recreation Center Pool	22,000	-	22,000	Completed		
	4886LE0001		Fitness Equipment	49,000	42,259	6,741	Completed		
			Sub-Total	2,227,168	1,925,319	301,849		86,953	5,850
			Total Community Services	7,002,989	3,362,715	3,640,274		3,068,756	1,537,035
Beaches									
	3970BD2601		Burnt Cedar Swimming Pool and Site Improvements	305,128	141,579	163,549	In Progress	163,549	90,818
	3972BD1501		Beaches Flatscape and Retaining Wall Enhancement and Replacement	165,000	6,975	158,025	Cancelled	-	
	3972BD2101		Ski Beach Boat Ramp Improvement Project	100,000	1,151	98,849	In Progress	98,849	
	3999BD1708		Ski Beach Bridge Replacement	120,000	-	120,000	See Footnote 4	120,000	
	3999FF2201	FF23390100	Beach Furnishings	10,000	-	10,000	In Progress- On Order	10,000	
	3972BD2102		Beach Access Improvements	200,000	69,901	130,099	In Progress	130,099	
			Total Beaches	900,128	219,606	680,522		522,497	90,818
			Total All Funds	\$ 31,594,510	\$ 9,953,940	\$ 21,640,570		\$ 20,685,522	\$ 13,784,155

Footnote 1 - On hold until laboratory equipment is in place; software must match equipment

Footnote 2 - This is a multi-year project funding will be expended fall/winter of 2023

Footnote 3 - This is a multi year project construction will begin May 2024 after USACE NEPA clearance

Footnote 4 - Grant in progress with Nevada Division of Wildlife; keeping in the budget pending grant outcome

FY2022/23 CAPITAL PLAN - EXPENSE ITEMS

Fund / Dept. Div.	Project #	New TYLER Project #	Project Title	FY2022/23 Amended Budget	FY2022/23 Expenditures (6/30/23)	Available Budget	Project Status	GM Approved	Encumbrance
General Fund									
	1212OE1701	EX23100100	Accounting Printer Replacement	8,400	-	8,400	In Progress	8,462	8,462
	1213CO1703		District Wide PC, Laptops, Peripheral Equipment and	75,000	60,915	14,085	Ongoing		47,592
			Total	83,400	60,915	22,485		8,462	56,054
	4999OE1399	EX23100200	Web Site Redesign and Upgrade	10,000	-	10,000	In Progress	10,000	
	1099LI1705		Pavement Maintenance - Administration Building	14,300	-	14,300	In Progress	14,300	
			Total	24,300	-	24,300		24,300	-
			Total General Fund	107,700	60,915	46,785		32,762	56,054
Utilities									
Shared	2097DI1401		Adjust Utility Facilities in NDOT/Washoe County Right	243,000	42,974	200,026	Ongoing	200,026	
	2097LI1401		Pavement Maintenance, Utility Facilities	321,495	48,405	273,090	In Progress	273,090	
	4999OE1399	EX23100200	Web Site Redesign and Upgrade	10,000	-	10,000	In Progress	10,000	
	NEW	EX23200200	Rain Gutters, Garage Door Openers, Drainage, Heat	100,000	-	100,000	In Progress	100,000	
	NEW	EX23200300	Utility Infrastructure Masterplan	500,000	57,559	442,441	In Progress	442,441	
	Total			1,174,495	148,938	1,025,557		1,025,557	-
Water	2299DI1103		Replace Commercial Water Meters, Vaults and Lids	40,000	4,663	35,337	Ongoing	35,337	15,350
	2299DI1204		Water Reservoir Coatings and Site Improvements	85,000	13,973	71,027	In Progress	71,027	
	Total			125,000	18,636	106,364		106,364	15,350
Sewer	2599BD1105X		Building Upgrades Water Resource Recovery Facility	35,600	2,269	33,331	Ongoing	33,331	
	2599SS1203X		Replace & Reline Sewer Mains, Manholes and	55,000	14,876	40,124	Ongoing	40,124	
	NEW	EX23200400	Effluent Pipeline Repairs	100,000	-	100,000	Ongoing	41,800	41,800
	Total			190,600	17,145	173,455		115,255	41,800
			Total Utilities	1,490,095	184,719	1,305,376		1,247,176	57,150
Internal Service									
			Total Internal Service						

FY2022/23 CAPITAL PLAN - EXPENSE ITEMS

Fund / Dept. Div.	Project #	New TYLER Project #	Project Title	FY2022/23 Amended Budget	FY2022/23 Expenditures (6/30/23)	Available Budget	Project Status	GM Approved	Encumbrance
Community Services									
Championship	3141GC1103		Irrigation Improvements	15,000	12,206	2,794	In Progress		
	3141LI1201		Pavement Maintenance of Parking Lots - Champ	42,500	25,575	16,925	In Progress	16,925	
	Total			57,500	37,781	19,719		16,925	-
Mountain	3241GC1101		Mountain Course Greens, Tees and Bunkers	8,000	3,194	4,806	In Progress	4,806	
	3242LI1204		Pavement Maintenance of Parking Lot - Mountain Golf	29,900	4,088	25,812	In Progress	25,812	28,355
	Total			37,900	7,282	30,618		30,618	28,355
Facilities	3350BD1103		Chateau - Replace Carpet	49,500	55,942	(6,442)	Completed		
	3350BD1506		Paint Exterior of Chateau	22,300	-	22,300	In Progress	22,300	
	3350BD1803		Replace Carpet in Chateau Grill	2,090	-	2,090	Completed		
	3350BD1505		Paint Interior of Chateau	40,500	-	40,500	Delayed	40,500	
	3351BD1501		Aspen Grove Replace Carpet	3,880	408	3,472	Completed		
	Total			118,270	56,350	61,920		62,800	-
Ski	3469LI1105		Pavement Maintenance, Diamond Peak and Ski Way	100,000	80,960	19,040	In Progress	19,040	67,206
	3499BD1710		Diamond Peak Facilities Flooring Material Replacement	55,603	37,738	17,865	In Progress	17,865	
	Total			155,603	118,698	36,905		36,905	67,206
Parks	4378BD1604		Resurface and Coat Preston Park Bathroom, Mech.	2,100	-	2,100	In Progress	2,100	
	4378BD2001		Grout Repair Upstaris Parks Office & Tile Replace	10,000	-	10,000	Cancel	-	
	4378LI1303		Pavement Maintenance, Village Green Parking	5,000	10,434	(5,434)	Completed		
	4378LI1403		Pavement Maintenance, Preston Field	12,500	1,610	10,890	In Progress	10,980	
	4378LI1602		Pavement Maintenance, Overflow Parking Lot	10,000	890	9,110	In Progress	9,110	
	4378LI1802		Pavement Maintenance - Incline Park	13,500	1,357	12,143	In Progress	12,143	
	4378RS1601X		Playground Repairs - Preston	7,500	-	7,500	Cancel		
	Total			60,600	14,291	46,309		34,333	-
Tennis	4588LI1201		Pavement Maintenance, Tennis Facility	10,000	2,396	7,604	In Progress	7,604	
	Total			10,000	2,396	7,604		7,604	-
Rec Center	4884LI1102x		Pavement Maintenance, Recreation Center Area	15,000	1,668	13,332	In Progress	13,332	
	Total			15,000	1,668	13,332		13,332	-
CS Admin	4999OE1399	EX23100200	Web Site Redesign and Upgrade	99,990	69,624	30,367	In Progress	30,367	
	Total			99,990	69,624	30,367		30,367	-
Total Community Services				554,863	308,089	246,774		232,884	95,561

FY2022/23 CAPITAL PLAN - EXPENSE ITEMS

Fund / Dept. Div.	Project #	New TYLER Project #	Project Title	FY2022/23 Amended Budget	FY2022/23 Expenditures (6/30/23)	Available Budget	Project Status	GM Approved	Encumbrance
Beaches									
	3972BD1301X		Pavement Maintenance, Ski Beach	23,500	1,556	21,944	In Progress	21,944	
	3972BD1707		Burnt Cedar Dumpster enclosure	27,648	-	27,648	Canceled		
	3972BD2102		Beach Access Improvement Project	40,775	69,901	(29,126)	In Progress		16,899
	3972FF1704		Beach Furnishings	21,000	1,855	19,145	In Progress - On Order	19,145	
	3970BD2601		Burnt Cedar Swimming Pool and Site Improvements	44,872	29,785	15,087	In Progress		14,890
	3972LI1201		Pavement Maintenance, Incline Beach	13,000	3,210	9,790	In Progress	9,790	
	3972LI1202X		Pavement Maintenance, Burnt Cedar Beach	24,800	1,142	23,658	In Progress	23,658	
	3972RS1701X		Playground Repairs - Beaches	7,500	-	7,500	Canceled		
	3973LI1302		Incline Beach Facility Replacement	100,000	25,760	74,240	In Progress	74,240	
	3999DI1706		Burnt Cedar Beach Backflow Device Replacement	55,000	1,035	53,965	In Progress	53,965	6,038
	Total			358,095	134,243	223,852		202,742	37,827
Grand Total				\$ 2,510,753	\$ 687,967	\$ 1,822,786		\$ 1,715,564	\$ 246,593

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin, Interim General Manager

FROM: Bree Waters, District Project Manager , Jay Rydd, Mountain Manager

SUBJECT: Review, discuss and possibly approve a Sole Source Finding, **and** review, discuss, and possibly approve an Equipment Purchase and Installation Service Agreement for Snowmaking Infrastructure Replacement - 2023/204 Capital Improvement Project; Fund: Community Services; Division Ski; Project #3464SI1002; Vendor: TechnoAlpin in the amount of \$413,169.22.

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): **LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES Capital Planning Multi-Year Capital Planning Policy 12.1.0; Capital Planning Capital Project Budgeting Policy 13.1.0; Capital Planning Capital Expenditures Practice 13.2.0; Purchasing Policy for Goods and Services 20.1.0

DATE: August 30, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Make the following finding: IVGID's award of the Equipment Purchase and Installation Service Agreement for Snowmaking Infrastructure Replacement is exempt from competitive solicitation for the following reasons: NRS 332.115.1.(d), (h).
2. Approve the award of the Equipment Purchase and Installation Service Agreement for Snowmaking Infrastructure Replacement - 2023/204 Capital Improvement Project; Fund: Community Services; Division Ski; Project #3464SI1002; Vendor: TechnoAlpin in the amount of

\$413,169.22.

3. Authorize staff to execute change orders for additional work for 10% of the construction contract in the amount of \$41,317.
4. Authorize staff to perform construction services and inspection as required, not to exceed \$41,317.
5. Authorize the Interim General Manager to execute the contract in substantially the form presented.

II. BACKGROUND

Snowmaking operations at the Districts ski venue have been in place since the ski area began operations in 1966. The upgrades proposed in this report are related to the snowmaking water pump house facility that was constructed in 1999 to consolidate various pump houses throughout the mountain into one location. When constructed, the design allowed for additional water pumping infrastructure to accommodate an increase in total gallons per minute. The pumphouse infrastructure build out was completed in 2009 in conjunction with the construction of the Districts WPS 5A1 located on Fairview Blvd. In 2010, the programmable logic controller (PLC) and software were upgraded to Smart Snow by Snow Machines Inc. In 2018, a software patch was added to address controllability issues with the software.

The Snowmaking Infrastructure Replacement Project (Project) is to update our pump house operating software, PLC, and valving. The current control software is unsupported and has become unreliable. In 2018, staff worked with the manufacturer to address some of the controllability issues and a software patch was installed that is now creating problems. The scope of the Project is to regain consistent control of the snowmaking pumping system and restore the ability to collect data. The Project will also address some of the functionality issues inherent with the original design. The piping, valves, and sensors will all be replaced and streamlined, removing complexity and streamlining functionality. The Project adds additional valves to be able to induce back pressure on the high pressure pumps to help control the maximum amperage each pump draws. Also, a pressure control valve is being eliminated that is in continuous need of being serviced, which causes operational delays as well as unpredictability in the operation of the overall system.

III. BID RESULTS

Staff is recommending a sole source purchase and installation agreement for the Project with TecnoAlpin. Sole sourcing the Project with TechnoAlpin meets:

NRS 332.115.1 - Contracts not adapted to award by competitive solicitation; purchase of certain equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.

1. Contracts which by their nature are not adapted to award by a competitive

solicitation, including contracts for:

- (d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment.
- (h) Software for computers

With TechnoAlpin's products and customer service, there will be only one vendor to contact regarding the control of the pump house and the valves the software controls. Staff will be able track run-hours and total flows more accurately. Staff will be able to avoid costly shutdowns to service the control valves as well as eliminate the need to restrict flows based on pump amperage draw. The reduction in complexity and predictability of operations will increase our overall effective run-times.

TechnoAlpin operates Atass Plus automation control software and supporting weather stations that control the TechnoAlpin equipment. This equipment includes the most recently purchased fan guns, as well as the Snow Sat system that is ran in the snowcats to verify snow depths. This also confirms additional snowmaking production requirements. TechnoAlpin has work directly with Kassbohrer, the manufacturer of the PistenBully snow cats and the Snow Sat software, since the inception of Atass Plus to ensure seamless integration of information retrieved from Snow Sat. TechnoAlpin has 24-hour customer service support and has a regional office based out of Reno.

The District's Equipment Purchase and Installation Service Agreement (Agreement) is included in Attachment 1. The Agreement has been reviewed and approved by the District's legal counsel.

IV. FINANCIAL IMPACT AND BUDGET

The District's Capital Improvement Program Budget for the (340 Ski Fund) in FY 2023/2024 includes funding of \$504,000 for the replacement of the Snowmaking Infrastructure Project # 3464S11002. The table below presents the total cost of the Project:

Task	Cost
Snowmaking Infrastructure Replacement	\$413,169
Snowmaking Instructure Replacement Contingency (10%)	\$41,317
Construction Management & Inspection Services	\$41,317
Total	\$495,803

The table below identifies the (340 Ski Fund) projects that relate to the snowmaking infrastructure upgrades, with a plan amount of \$1,464,000.

Project	Budget Year	Amount
Snowmaking Infrastructure Replacement Project	2023/2024	\$504,000
Replace Snowmaking Fan Guns (2 ea)	2024/2025	\$100,000
Replace and Refurbish Pump Motors, Drives and Pumps	2025/2026	\$600,000
Replace Snowmaking Fan Guns (4 ea)	2026/2027	\$260,00
Five Year Capital Plan Total		\$1,464,000

The Project Data Sheet reflects the above table and is included in Attachment 2.

V. ALTERNATIVES

The Board of Trustees may consider not approving the staff recommendation, defer or eliminate the proposed project. Doing so would essentially direct staff to carry forward the available funding to upcoming fiscal years, knowing that the snowmaking infrastructure software is no longer serviceable and is now unreliable and that there is valving that are causing operational delays as well as unpredictability in the operation of the overall system.

VI. COMMENTS

In conclusion,

1. The proposed project is to complete upgrades to the ski venues snowmaking pump house operating software, process control logic, and valving.
2. The Project is funded through the 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Ski; Project #3464SI1002; Amount; \$504,000.
3. The proposed Equipment Purchase and Installation Service Agreement with TechnoAlpin in the amount of \$413,169.
4. The Agreement, Attachment 1, has been included and has been approved by the District's legal counsel.

VII. BUSINESS IMPACT/BENEFIT

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

The benefit to the District in approving Staff's recommendation of upgrading and improving the snowmaking infrastructure increases the reliability of the pump house facility. Operational run hours and total flows will be tracked more accurately. Costly shutdowns to service the control valve will be avoided. Restricted flows based on pump amperage draw will be eliminated and by reducing the complexity and predictability of the operation, this will increase the

overall effective run times.

VIII. ATTACHMENTS

- 1. TechnoAlpin Equipment Purchase and Installation Services Agreement
- 2. Project Data Sheet

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

The decision needed from the Board of Trustee's shall be that of approving the staff recommendation as presented.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EQUIPMENT PURCHASE AND INSTALLATION SERVICE AGREEMENT

This Equipment Purchase Agreement (“Agreement”) is entered into this ____ day of _____, 20__, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”), and TechnoAlpin USA, Inc., a Colorado corporation with its principal place of business at 8536 Concord Center Drive, Suite B, Englewood, Colorado 80112 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1. Definitions.

A. “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit “A,” attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to District, ready for approval, testing and/or use as specified in Exhibit “B.”

Section 2. Materials and Workmanship; Use of Equipment.

A. When Exhibit “A” specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without District’s written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of 0. Where machinery, equipment or materials are referred to in Exhibit “A” as equal to any particular standard, District will decide the question of equality. When requested by District, Contractor will furnish District with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at District’s request.

B. Contractor agrees to provide District with all applicable instructions and information necessary to allow for District’s use of the Equipment upon its installation, including (but not limited to) all related technical drawings for electrical installation. District agrees to use the Equipment in accordance with the instruction and use manual(s) provided by Contractor, and accepts liability for damages resulting from use of the Equipment that is inconsistent with the instructions associated with the Equipment.

C. District agrees to use the Equipment only at the location of the Diamond Peak Ski Resort prior to full payment of the purchase price; should District need to move the Equipment to another location prior to full payment, District shall provide Contractor with written notice of the new address of the Equipment within 5 business days of said location change.

Section 3. Inspections and Tests.

District shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, District may reject the Equipment or exercise any of its rights under B. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair District's right to reject nonconforming goods, irrespective of District's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. Warranty.

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty, from the date of final written acceptance of the Equipment by District as required for final payment under 0. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. District's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this A.

C. For any breach of the warranties contained in A and A, Contractor will, immediately after receiving notice from District, at the option of District, and at Contractor's own expense and without cost to District:

1. Repair the defective Equipment;
2. Replace the defective Equipment with conforming Equipment, F.O.B. District's plant, office or other location of District where the Equipment was originally performed or delivered; or
3. Repay to District the purchase price of the defective Equipment.

If District selects repair or replacement, any defects will be remedied without cost to District, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to District.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that

Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold District harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this 0, District will not be limited to the remedies set forth in this 0, but will have all the rights and remedies permitted by applicable law.

Section 5. Prices.

Unless expressly provided otherwise, all prices and fees specified in Exhibit “C,” attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of District. No extra charges of any kind will be allowed unless specifically agreed to in writing by District’s authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to District hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. Changes.

District, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, District’s requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between District and Contractor and such change will be authorized by a change order document signed by District and accepted by Contractor.

Section 7. Payments.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by District after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment. All invoices shall be sent to Incline Village General Improvement District, c/o District Project Manager, at the address specified in section 17.A. or via email to baw@ivgid.org.

B. Payments otherwise due may be withheld by District on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect District against any liability arising out of Contractor’s failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, District may remove them at Contractor’s expense.

C. Payment of the final contractual payment or any retention will be made by District upon:

1. Submission of an invoice for satisfactory completion of the requirements of this Agreement;
2. Written acceptance of the Equipment by District;
3. Delivery of all drawings and specifications, if required by District;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to District to indemnify District against any claim or lien at no cost to District.

D. Acceptance by Contractor of payment of the final payment pursuant to Section 7.C. will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against District, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, final payment by District will not constitute a waiver, release or discharge of any claims or demands which District then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. Schedule For Delivery.

A. The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit "B." Contractor must immediately notify District in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights District may have under this Agreement or at law, Contractor shall pay District the sum of \$500 per for each calendar day for which the Equipment is unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that District can maximize the efficient completion of such project(s).

Section 9. Taxes.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to District written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. Independent Contractor.

Contractor enters into this Agreement as an independent contractor and not as an employee of District. Contractor shall have no power or authority by this Agreement to bind District in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. Subcontracts.

Unless otherwise specified, Contractor must obtain District's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 14.A., all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to District, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind District.

Section 12. Title and Risk of Loss.

Unless otherwise agreed, District will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on District property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of District.

Notwithstanding the foregoing, in the event that the District has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then District shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or District has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

Section 13. Indemnification.

A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

Section 14. Insurance.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage;
2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage;
3. Workers' Compensation in compliance with applicable statutory requirements; and

4. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage.

The policies required under this Section shall give District, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in Nevada, and satisfactory to the District.

D. Evidence of Insurance. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before delivery commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 15. Liens.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor

and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold District harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. Termination of Agreement by District.

A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, District may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event District may obtain the Equipment by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If District's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to District.

B. District may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which District may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.

C. On receipt of notice under A, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,
2. Unless otherwise directed by District, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to District; and
3. Deliver only such portions of the Equipment which District deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

D. Upon termination pursuant to A, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that District will be entitled to such material and services. Upon determination

of the amount of said pro rata compensation, District will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to B.

Section 17. Miscellaneous Provisions.

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

DISTRICT:	CONTRACTOR:
Incline Village General Improvement District	TechnoAlpin
893 Southwood Blvd.	8536 Concord Center Drive, Suite B
Incline Village, NV 89451	Englewood, CO 80112
Attn: Kate Nelson	Attn: Stuart Clotworthy

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the District under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the District.

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

D. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

H. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

I. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

J. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

L. District's Right to Employ Other Contractors. District reserves its right to employ other contractors in connection with the Equipment.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

N. Limitation of Liability. In no event shall this Agreement be interpreted to waive the limitations of liability applicable to the District set forth in NRS Chapter 41 or other applicable law.

O. Force Majeure. Except for payment obligations, neither party shall be liable for any failure to fulfill its obligations under this Agreement if such failure is occasioned by an act of war, domestic or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, fire, hurricane, flood or other extraordinary elements of nature or acts of God, strike or any cause beyond the nonperforming party's reasonable control not listed in this Section. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

P. Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
EQUIPMENT PURCHASE AND INSTALLATION SERVICE AGREEMENT**

**OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:**

Matthew Dent, Chairman

Date

David Noble, Secretary

Date

Reviewed as to Form:

Joshua Nelson
District Legal Counsel

Date

**CONTRACTOR:
TechnoAlpin
Agreed to:**

By: 

Signature of Authorized Agent

Print or Type Name and Title
Taylor Ogilvie, CEO

Date 8/9/2023

If CONTRACTOR is a Corporation, attach evidence of authority to sign.

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
EQUIPMENT PURCHASE AND INSTALLATION SERVICE AGREEMENT**

EXHIBIT A

EQUIPMENT AND INSTALLATION SPECIFICATIONS

Equipment to be Purchased from Contractor:

PUMP STATION PS100		
SLIDING VALVE MANUAL		
6.00	pcs	Valve DN150 PN 10/16 compact
BUTTERFLY VALVE MANUAL (Wafer) PN16		
2.00	pcs	Butterfly valve (Wafer) man. 8" 232psi (200/16)
BUTTERFLY VALVE MANUAL (Wafer)		
4.00	pcs	Butterfly valve manual 6" 1450psi (150/100)
NON-RETURN VALVE "VENTURI"		
2.00	pcs	Non-return valve 8" 232psi (200/16)
NON-RETURN VALVE "CLAPET"		
4.00	pcs	Non-return valve 6" 1450psi (150/100) ZRD
1.00	pcs	Non-return valve 10" 1450psi (250/100)
VALVE WITH PNEUMATIC ACTIVATOR (MR4.0)		
1.00	pcs	Pneumatic ball valve s.e. DN25 PN16/40 IO-L NO
4.00	pcs	Pneumatic ball valve s.e. DN32 PN63/100 IO-L NO
1.00	pcs	Butterfly valve pneum. 10" 232psi (250/16) IO-L
5.00	pcs	Diaframe D=xx mm d= xxmm s= x mm
PRESSURE CONTROL VALVE MOTORISED (MR4.0)		
1.00	pcs	Regulating valve DN=250 PN=16 230VTCP/IP CPL-PRICE
2.00	pcs	Regulating valve DN=250 PN=100 230V TCP/IP CPL
ELECTROMAGNETIC FLOW METER SIEMENS		
2.00	pcs	Electromagnetic flowmeter 8" 1450psi (200/100)
2.00	pcs	Conv.flowmeter MAG5000 24V AC/DC+wall brac.M12 cpl
AERATION VALVE		
2.00	pcs	Vent valve 2" 232-1450psi three functions kpl PS
BALL VALVE MANUAL		
1.00	pcs	Ball damper 1/2" PN100 Inox IG/IG
2.00	pcs	Ball damper 1/2" PN16 M/F
1.00	pcs	Ball valve 1/2" 232-580psi (15/16-40)
1.00	pcs	Ball valve 2" 1450psi (50/100)
1.00	pcs	Diaframe D=xx mm d= xxmm s= x mm

MEASURING INSTRUMENTS (MR4.0)

4.00	pcs	Manometer with 3Way-Valve 0-100 bar cpl
2.00	pcs	Manometer with §W-valve 0-10 bar complete
2.00	pcs	Pressure transmitter (cpl) 0/10 bar max 50 IO-L
3.00	pcs	Pressure transmitter (cpl) 0/100 bar max 300 IO-L
5.00	pcs	Flow switch complete with display IO-L
5.00	pcs	Water temperature sensor -50/+150°C 1/2"G IO-L
6.00	pcs	Water temperature sensor -50/+150°C 1/2"G IO-L
4.00	pcs	Room temperature sensor (cpl) IO-L
1.00	pcs	Capacitive feeding switch kpl IO-L
1.00	pcs	Level measuring probe 4-20mA 0- 1 bar 15 mt
1.00	pcs	Float switch cable 40m IP 68

COMPRESSOR FOR PUMP STATION

50.00	mt	Air hose 8x6
1.00	pcs	Air Compressor 115V 60Hz

MOUNTING AND INSTALLATION MATERIAL

1.00	pcs	Flanges, gaskets and bolts
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TOTAL PUMP STATION PS100

212,273.10

(Delivery)

ELECTRICAL SYSTEM PUMP STATION PS100

CONTROL CABINET

1.00	pcs	Control cabinet for pump station
1.00	pcs	prepared for the following consumer:
6.00	pcs	Pumps
6.00	pcs	Water cooling towers
1.00	pcs	Various valves and instruments

HARDWARE

1.00	pcs	Lenovo TIO Display 24" for MR4.0 cpl
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PLC SOFTWARE

1.00	pcs	Software PLC for pump station
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TECHNICAL PLANNING

1.00	pcs	Concept design electrical installations
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CABLE AND INSTALLATION MATERIAL

1.00	pcs	Cable and instal. material for control equipment
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TOTAL ELECTRICAL SYSTEM PUMP STATION PS100

51,796.12

(Delivery)

		WORK PREPARATION, EXECUTION AND COMMISSIONING	
		WELDING AND INSTALLATION	
		Welding and Hydraulical installation	
1.00	pcs	Wiring and electric installation	
		SUPERVISION OF CONSTRUCTION	
		Supervision of construction	
		START-UP SESSION	
		Start-up session	
		EDUCATIONAL TRAINING	
		Educational training	
		TOTAL WORK PREPARATION, EXECUTION AND COMMISSIONING	125,100.00
			(Delivery)
		FREIGHT	
		FREIGHT	
1.00	pcs	FOB Parking Lot	
		TOTAL FREIGHT	24,000.00
			(Delivery)

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
EQUIPMENT PURCHASE AND INSTALLATION SERVICE AGREEMENT**

EXHIBIT B

EQUIPMENT DELIVERY AND INSTALLATION SCHEDULE

The District requests delivery and installation of equipment by November 1, 2023, but understands the challenges presented by overseas shipping and other unanticipated events. Therefore, delivery date is an estimate, only. In the event the District and Seller agree this delivery date is unachievable, a new delivery date will be agreed upon; new delivery date not to exceed June 1st 2024.

EXHIBIT C

PRICING

District shall pay to Contractor, as more particularly established in Exhibit A of this Agreement, a total of \$413,169.22 for equipment and services under this Agreement, which shall include \$212,273.10 for equipment associated with Pump Station PS100; \$51,796.12 for equipment associated with the electrical system at Pump Station PS100; \$125,100.00 for installation preparation, execution, and commissioning; and \$24,000 in freight charges.

Payment Schedule:

30% down payment due 30 days after approval of contract.

30% upon delivery of equipment.

Upon final completion and acceptance of the work, and as recommended by District's representative, Owner shall pay the remainder of the contract price.



Project Summary

Project Number: 3464SI1002
Title: Snowmaking Infrastructure Replacement
Project Type: G - Equipment & Software
Division: 64 - Mountain Operations
Budget Year: 2024
Finance Options:
Asset Type: SI - Slope & Mountain Improvements
Active: Yes

Project Description				
This project includes improvements to the Snowmaking Water Pump House facility and replacing the remaining aging fleet of Snowmaking Fan Guns.				
Project Internal Staff				
Mountain, Slope Operations and Public Works staff will oversee these projects..				
Project Justification				
This project directly aligns with the Districts Strategic Plan - Long Range Principle #5 – Assets and Infrastructure The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2024				
Piping Reconfiguration and Operating Software	504,000	0	504,000	
Year Total	504,000	0	504,000	
2025				
Replace Snowmaking Fan Guns - 2 each	100,000	0	100,000	
Year Total	100,000	0	100,000	
2026				
Pump and Motor Rehab. and Mechanical Upgrade	600,000	0	600,000	
Year Total	600,000	0	600,000	
2027				
Replace Snowmaking Fan Guns - 4 each	260,000	0	260,000	
Year Total	260,000	0	260,000	
	1,464,000	0	1,464,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2012	Aug 31, 2023	Nov 30, 2027	Mountain Operations Manager / District Project Manager	

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin, Interim General Manager

FROM: Mike Bandelin, Interim General Manager

SUBJECT: Review, discuss and possibly approve a Sole Source Finding, **and** review, discuss, and possibly authorize an Equipment Purchase Agreement for a replacement PistenBully Snow Grooming Vehicle – 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Ski; Project #3463HE1724; Vendor: Kassbohrer All-Terrain Vehicles, Inc. in the amount of \$562,938.

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):	LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.
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RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES	Capital Planning Multi-Year Capital Planning Policy 12.1.0; Capital Planning Capital Project Budgeting Policy 13.1.0; Capital Planning Capital Expenditures Practice 13.2.0; Purchasing Policy for Goods and Services Policy 20.1.0
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DATE: August 30, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Make the following finding: The District's purchase of a replacement PistenBully snow grooming vehicle and associated fleet management system from Kassbohrer All Terrain Vehicles, Inc. is exempt from competitive solicitation for the following reasons: NRS 332.115.1.(a).
2. Authorize Equipment Purchase Agreement with Kassbohrer All-Terrain Vehicles, Inc. totaling \$567,938.
3. Authorize the Interim General Manager to execute the contract in substantially the form presented.

II. BACKGROUND

The general purpose of this project is to maintain District operations through the necessary maintenance and replacement cycles.

Diamond Peak operates and maintains a fleet of five (5) PistenBully snow grooming vehicles which includes four (4) line grooming machines and one (1) winch assist machine. These machines provide slope grooming, snow management, snowmaking support, chairlift loading and unloading area maintenance, and park features at the District's ski venue. The District's capital replacement program for fleet/rolling stock identifies operating and maintaining each of the five (5) machines for up to ten (10) operating seasons before replacement funding occurs.

Staff will note that two (2) grooming machines were purchased in 2014, including the winch machine #699 and a line grooming machine #700. The Capital replacement program and funding was updated within the FY 2023/24 District Capital Improvement Plan for a proposed replacement of the winch machine after nine (9) years of service to offset the District's funding plan of replacing two (2) machines after the planned ten (10) years of service in FY 2024/25. The District's replacement of the 2014 line grooming machine #700 is identified for replacement within FY 2024/25 Capital Improvement Plan.

The proposed PistenBully grooming vehicle will come equipped with PistenBully's SNOWsat slope and fleet management system. SNOWsat is an integrated system for guiding and real-time monitoring of snow grooming vehicles. The system uses GPS data to produce a mapped image of the slope including all chairlift towers, grade level snowmaking valve stations, snowmaking hydrants, as well as any potential danger spots and the resort boundaries. It also provides maps of individual runs for grooming with real-time snow depth measurements. SNOWsat is included within the five (5) grooming machines that the District owns and operates.

III. BID RESULTS

The District's purchase of a replacement PistenBully snow grooming vehicle and associated fleet management system from Kassbohrer All Terrain Vehicles, Inc. is exempt from competitive bidding for the following reasons:

- A. This purchase is for items which may only be contracted from a sole source (NRS 332.115.1.a). Kassbohrer All-Terrain Vehicles is the exclusive dealer for PistenBully snow grooming equipment for Northern Nevada.
- B. This purchase is for additions to and repairs and maintenance of equipment which may be more effectively added to, repaired or maintained by a certain person (NRS 332.115.1.C). Diamond Peak's snow grooming fleet is exclusively PistenBully snow grooming vehicles,

which are sold exclusively by Kassbohrer All Terrain Vehicles.

- C. The equipment proposed for purchase, by virtue of the training of the personnel or of any inventory of replacement parts maintained by the local government, is compatible with existing equipment (NRS 332.115.1.d). Diamond Peak’s snow grooming fleet is exclusively PistenBully snow grooming vehicles.

The proposed purchase agreement, in compliance with the District's Purchasing Policy for Goods and Services, Policy 20.1.0 – 3.1 and NRS 332.115. is exempt from competitive solicitation requirements. The project is a sole source purchase from Kassbohrer All-Terrain Vehicles, Inc. and Staff did not seek competitive bids for the proposed vehicle. Specific equipment pricing is as listed below:

Description	Amount
2023 PinstenBully 600 Polar Park Winch	\$580,000
V3 ind. LIDAR - PistenBully 600	\$42,938
Trade-In for PistenBully 400 Winch #699	(\$60,000)
Total	\$562,938

The District's Equipment Purchase Agreement (Agreement) is included in Attachment 1. The Agreement has been reviewed and approved by the District's legal counsel.

IV. FINANCIAL IMPACT AND BUDGET

The District's Capital Improvement Program Budget for the (340 Ski Fund) in FY 2023/2024 includes funding \$600,000 for the replacement of the PistenBully Grooming Machine under Project # 3463HE1724. The ski fund (340) FY2023/24 includes total capital appropriations of \$1,780,443 for the following projects.

Project	Amount
Base Lodge Kitchen Reconfiguration	\$321,443
Red Fox Ski Lift Maintenance and Improvements	\$64,000
Replace 2014 Winch Grooming Machine	\$600,000
Snowmaking Infrastructure Replacement	\$504,000
Replace 2016 Polaris Ranger	\$22,000
Replace Snowmobiles	\$19,000
Snowflake Lodge - Site Survey, Needs Assessment	\$250,000

V. ALTERNATIVES

The Board of Trustees may not authorize the Equipment Purchase Agreement and defer or eliminate replacement of the proposed snow grooming vehicle.

VI. COMMENTS

In conclusion, the following items have been discussed:

1. The snow grooming machine scheduled for replacement includes a 2014 PistenBully 400 winch – #699. This piece of equipment has operated for nine (9) seasons, with 7,350 total operating hours.
2. The replacement grooming machine project is funded through the 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Ski; Project #3463HE1724; Amount; \$600,000.
3. The proposed equipment purchase agreement for the replacement grooming machine totals - \$562,938.
4. The Agreement, Attachment 1, has been included and has been approved by the District's legal counsel.
5. Provided the proposed equipment purchase agreement is awarded, the District will place its order with Kassbohrer All Terrain Vehicles immediately and will take delivery of the vehicle in late November or early December of 2023. Payment to the vendor does not occur until vehicle delivery.

VII. BUSINESS IMPACT/BENEFIT

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

VIII. ATTACHMENTS

1. 2023 Equipment Purchase Agreement - Kassbohrer
2. 3463HE1724 Datasheet 7.1.2023
3. History - Snow Grooming Machine Replacement

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

The decision needed from the Board of Trustee's shall be that of approving the staff recommendation as presented.

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
EQUIPMENT PURCHASE AGREEMENT**

This Equipment Purchase Agreement (“Agreement”) is entered into as of August 31, 2023, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”), and Kassbohrer All Terrain Vehicles Inc., a Maine corporation with its principal place of business at 8850 Double Diamond Parkway Reno, Nevada (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1. DEFINITIONS.

A. “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit “A,” attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to District, ready for approval, testing and/or use as specified in Exhibit A.

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit A specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without District’s written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit A as equal to any particular standard, District will decide the question of equality. When requested by District, Contractor will furnish District with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at District’s request.

Section 3. INSPECTIONS AND TESTS.

District shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit “A,” then without prejudice to any other rights or remedies, District may reject the Equipment or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair District’s right to reject nonconforming goods, irrespective of District’s failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer’s warranty or set forth in Exhibit “A,” from the date of final written acceptance of the Equipment by District as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit A and shall be fit for the purpose intended. District's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A and Section 4.B, Contractor will, immediately after receiving notice from District, at the option of District, and at Contractor's own expense and without cost to District:

1. Repair the defective Equipment;
2. Replace the defective Equipment with conforming Equipment, F.O.B. District's plant, office or other location of District where the Equipment was originally performed or delivered; or
3. Repay to District the purchase price of the defective Equipment and District will return the Equipment to Contractor at Contractor's expense.

If District selects repair or replacement, any defects will be remedied without cost to District, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to District.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold District harmless against any and all third party claims resulting from the breach or inaccuracy of any of the warranties within this Section 4(D).

E. In the event of a breach by Contractor of its obligations under this Section 4, District will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "A," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of District. No extra charges of any kind will be allowed unless specifically agreed to in writing by District's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to District hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

District, at any time, by a written order, and without notice to any surety, may make changes in the Equipment up to the time equipment has been sent into production, including but not limited to, District's requirements and specifications. Contractor will work with Purchaser if changes/modification are possible postproduction. If such changes affect the cost of the Equipment or time required for its

performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between District and Contractor and such change will be authorized by a change order document signed by District and accepted by Contractor.

Section 7. PAYMENTS.

A. Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by District after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment. All invoices shall be sent to invoices@ivgid.org

B. Payments otherwise due may be withheld by District on account of defective Equipment not remedied, liens or other claims filed, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect District against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, District may remove them at Contractor's expense.

C. Payment of the final Progress Milestone payment or any retention will be made by District upon:

1. Written acceptance of the Equipment by District;
2. Delivery of all drawings and specifications, if required by District;
3. Delivery of executed full releases of any and all liens arising out of this Agreement; and
4. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to District to indemnify District against any claim or lien at no cost to District.

D. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 7.C will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against District, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement with the exception of the obligations in Sections 12, 13, 14, and 16. However, payment for the final Progress Milestone by District will not constitute a waiver, release or discharge of any claims or demands which District then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit A. Contractor must

immediately notify District in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights District may have under this Agreement or at law, Contractor shall pay District the sum of \$500 per vehicle of Equipment for each calendar day for which the vehicle of Equipment is unavailable beyond the scheduled delivery date(s) specified in Exhibit "A," but any payment pursuant to this Section shall not exceed 1% of purchase price.

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that District can maximize the efficient completion of such project(s) so long as District gives sufficient notice to Contractor related to the coordination and or timing of the project.

Section 9. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to District written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of District. Contractor shall have no power or authority by this Agreement to bind District in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain District's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to District, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind District.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, District will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on District property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the satisfaction of District. Notwithstanding the foregoing, in the event that the District has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then District shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered to District or District has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

Section 13. INDEMNIFICATION.

A. Contractor agrees to indemnify, defend and hold District, its officials, officers, employees, volunteers and agents harmless from any losses, damages, claims, expenses (including reasonable attorneys' fees and expenses), judgments or liability, resulting from the construction, delivery or use of the Equipment or the performance of this Agreement, to the extent such losses, damages, claims, expenses, judgments or liability are due to the negligence or willful misconduct of Contractor, its officials, officers, employees, and or agents.

B. District agrees to indemnify, defend and hold Contractor, its officials, officers, employees, and agents harmless from any losses, damages, claims, expenses (including reasonable attorneys' fees and expenses), judgment or liability, resulting from the construction, delivery or use of the Equipment or the performance of this Agreement, to the extent such losses, damages, claims, expenses, judgments or liability are due to the negligence or willful misconduct of District, its officials, officers, employees and or agents.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds.

Section 14. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage;
2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage;
3. Workers' Compensation in compliance with applicable statutory requirements; and
4. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give District, its officials, officers, employees, agents or volunteers additional insured status. Any available coverage shall be provided to the parties required to

be named as additional insured pursuant to this Agreement; such coverage shall be primary, and any insurance, self-insurance or other coverage maintained by the District shall be secondary.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-VII, licensed to do business in Nevada, and satisfactory to the District.

D. Evidence of Insurance. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before delivery

E. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 15. LIENS.

A. Contractor will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor expressly waives and relinquishes any and all rights which it now has, or may have.

B. Contractor will save and hold District harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY DISTRICT.

A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, District may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event District may obtain the Equipment by whatever method it may deem expedient, including the hiring of another contractor or other contractors. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If District's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to District.

B. District may, for justifiable cause, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment only by 15-days prior written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which District may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.

C. On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,

2. Unless otherwise directed by District, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to District; and

3. Deliver only such portions of the Equipment which District deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

D. Upon termination pursuant to Section 16.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that District will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, District will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

A. Dispute Resolution. If a dispute arises out of or relates to this Agreement or its breach, the Parties agree to first attempt in good faith to settle the dispute through non-binding private mediation before filing any court action. The cost of mediation will be shared equally between the Parties. The Parties agree the mediation will occur in Incline Village, Washoe County, Nevada, and will occur within 90 days of a Party demanding mediation.

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

DISTRICT:
Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Mike Bandelin

CONTRACTOR:
Kassbohrer All Terrain Vehicles Inc.
8850 Double Diamond Parkway
Reno, Nevada 89521
Attn: Jeb Ellermeyer

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

C. Force Majeure. Neither party will be liable for failure to perform any obligation under this Agreement to the extent such failure is caused by a force majeure event. A force majeure event includes, but is not limited to, acts of God, war, terrorism, strikes, civil unrest, government authority, disaster, pandemic/epidemic illness or outbreak, or any other emergency that makes it impossible, illegal or commercially unfeasible for either party to perform.

D. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due to Contractor from the District under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the District.

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

F. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

G. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

H. Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

I. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

J. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

K. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

L. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

M. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

N. District's Right to Employ Other Contractors. District reserves its right to employ other contractors in connection with the Equipment.

O. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

P. Limitation of Liability. In no event shall this Agreement be interpreted to waive the limitations of liability applicable to the District set forth in NRS Chapter 41 or other applicable law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

OWNER:

INCLINE VILLAGE G. I. D.

Agreed to:

Matthew Dent, Chairman

Date

David Noble, Secretary

Date

Reviewed as to Form:

Joshua Nelson
District Legal Counsel

Date

CONTRACTOR:

Agreed to:

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

If CONTRACTOR is a Corporation, attach evidence of authority to sign.

EXHIBIT A
EQUIPMENT SPECIFICATIONS AND DELIVERY SCHEDULE

Description	Amount
PistenBully 600 Polar Park Winch	\$580,000.00
V3 incl. LiDAR for PB 600 (828)	\$42938.00
Trade-in for PistenBully 400 winch WKU5824CQEL011171	(\$60,000.00)
Total	\$562,938.00

Price includes:

- 2023 Pisten Bully Polar Park Winch
- Two year Warranty
- Front mount, park
- Park blade (600), 4.7M
- Park PROflex
- Kombi (6belt), 4.2M for 600
- V3 incl. LiDAR for PB 600 (828)
- Delivery to Diamond Peak

Days to Achieve Delivery of Equipment: Based on mutual agreement, the Equipment is to be delivered to the Point of Destination no later than November 15, 2023. Delivery shall be made between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday, excluding holidays, and coordinated with Buyer.



Project Summary

Project Number:	3463HE1724
Title:	Replace 2014 Winch Cat Grooming vehicle # 699
Project Type:	F - Rolling Stock
Division:	63 - Slope Maintenance
Budget Year:	2024
Finance Options:	
Asset Type:	HV - Heavy Duty Vehicles
Active:	Yes

Project Description				
<p>This project is for the scheduled replacement of Diamond Peak's winch snow cat. This snow cat is a specialized piece of equipment used to groom Diamond Peak's steeper, off camber ski runs that no other piece of equipment in the fleet is capable of doing. It is on a 10-year replacement cycle subject to operating hours, accrued maintenance cost, oil analysis reports, visual inspection, and overall condition. Currently, Diamond Peak operates a total of 5-snowcats on the mountain. This replacement plan calls for replacement of one cat every other year in the line grooming fleet (5 cats). Recent research by staff indicates that our local competitors are averaging 30 acres groomed per night for each cat in their fleet - Diamond Peak is currently grooming 32 acres per night for each of our 5 cats in the line grooming fleet. This snow cat will be moved back in the CIP replacement program if indicators reveal no increased equipment down time or elevated maintenance cost will result by deferring the replacement date.</p>				
Project Internal Staff				
Project Justification				
<p>It is necessary to continue the routine replacement of our grooming equipment so that it is replaced prior to major component failure and to continue to stay abreast of industry changes and improvements to provide the best quality product for our skiing guests. Major component failure can cost more than the actual value of these vehicles as their age increases. These components can cost as much as \$25,000 for an engine or \$20,000 for a drive pump and motor set. There are 4-sets of these pump and motor assemblies on this winch snow cat. Grooming vehicles will only be replaced if serviceability, reliability, performance and economic factors dictate. Our records, as well as those of snow cat manufacturers, indicate that the hourly operating cost of a snow cat increases by more than 60% once they pass it's scheduled life cycle. Additionally, downtime increases in direct proportion, diminishing the quality of our grooming product.</p>				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2024				
Replace Grooming Vehicle #531 (Net of \$28,500 Trade-in Value of Old Equip.)	600,000	0	600,000	
Year Total	600,000	0	600,000	
2034				
Replace Grooming Vehicle #531 (Net of \$28,500 Trade-in Value of Old Equip.)	600,000	0	600,000	
Year Total	600,000	0	600,000	
	1,200,000	0	1,200,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2015	Jul 1, 2024	Dec 31, 2024	Fleet Superintendent	Municipal Lease Eligible

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
CAPITAL IMPROVEMENT PROGRAM HISTORY - SNOW GROOMING MACHINE REPLACEMENT**

YEAR		MANUFACTURER	MODEL	EXPENSE	
1981-1982					
1982-1983	Purchase	Pisten Bully	200	\$95,000	
1983-1984	Purchase	Pisten Bully	200	\$100,000	
1984-1985	Purchase	Pisten Bully	200D - Winch	\$100,000	
1985-1986	Purchase	Pisten Bully	270	\$130,000	
1986-1987					
1987-1988					
1988-1989	Purchase	Pisten Bully	240D	\$115,000	
1989-1990					
1990-1991					
1991-1992					
1992-1993	Purchase	Pisten Bully	240D	\$135,813	
1993-1994					
1994-1995	Purchase	Pisten Bully	260D	\$140,048	
1994-1995	Purchase	Pisten Bully	260D -Winch	\$182,150	
1995-1996	Purchase	Pisten Bully	160 X/C	\$95,000	
1996-1997	Purchase	Pisten Bully	280D	\$157,000	
1997-1998					
1998-1999	Purchase	Pisten Bully	300	\$194,000	
1999-2000					
2000-2001	Purchase	Pisten Bully	300	\$205,000	
2001-2002					
2002-2003	Purchase	Pisten Bully	300 - Winch	\$239,800	
2003-2004					
2004-2005	Purchase	Pisten Bully	300 -Park	\$208,000	
2005-2006					
2006-2007	Purchase	Pisten Bully	300	\$229,100	
2007-2008					
2008-2009	Purchase	Pisten Bully	400	\$239,850	
2009-2010					
2010-2011	Purchase	Pisten Bully	400 - Park	\$241,000	
2011-2012					
2012-2013					
2013-2014					
2014-2015	Purchase	Pisten Bully	400 - Park Pro	\$333,632	
2014-2015	Purchase	Pisten Bully	400 - Winch	\$342,829	
2015-2016					
2016-2017					
2017-2018	Purchase	Pisten Bully	400 - Park Pro	\$328,500	
2018-2019					
2019-2020	Purchase	Pisten Bully	400 - Park Pro	\$374,500	
2020-2021					
2021-2022	Purchase	Pisten Bully	600 - Park Pro	\$400,000	
2022-2023					
2023-2024	Proposed	Pisten Bully	600 - Park Pro Winch	\$600,000	
2024-2025	Planned	Pisten Bully	600 - Park Pro		\$550,000
2025-2026					
2026-2027	Planned	Pisten Bully	600 - Park Pro		\$550,000
2027-2028					
2028-2029	Planned	Pisten Bully	600 - Park Pro		\$600,000
2029-2030					
Total				\$5,186,222	

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin, Interim General Manager

FROM: Mike Bandelin, Interim General Manager

SUBJECT: Review, discuss and possibly approve a Sole Source finding **and** review, discuss and possibly approve an Equipment Purchase Agreement for the procurement of a 14-Passenger Shuttle Van – 2022/2023 Capital Project: Fund: Community Services; Division: Ski; Project # 3469HE1740; Project Type; Rolling Stock; Vendor: Creative Bus Sales in the amount of \$141,767.

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): **LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE** The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES Capital Planning Multi-Year Capital Planning Policy 12.1.0; Capital Planning Capital Project Budgeting Policy 13.1.0; Capital Planning Capital Expenditures Practice 13.2.0; Purchasing Policy for Goods and Services Policy 20.1.0

DATE: August 30, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Make the following finding: IVGID's purchase of a 14-passenger shuttle van from Creative Bus Sales is exempt from competitive solicitation for the following reasons: NRS 332.115.1.(o).
2. Authorize and award an equipment purchase agreement between The District and Creative Bus Sales in the amount of \$141,767.
3. Authorize the Interim General Manager to execute the contract in substantially the form presented.

II. BACKGROUND

The recommendation before you for the proposed procurement of the 14-passenger shuttle van is included and approved within the Districts FY 2022-2023 Capital Improvement Plan within the Ski Division 340 Fund.

The proposed vehicle purchase project is described as an additional shuttle van to the current inventory of customer transportation vehicles at the ski venue, which includes two (2) 36-passenger shuttle busses and two (2) parking lot passenger trams towed by two (2) 4wd trucks.

The justification of the proposed purchase allows Diamond Peak staff to accommodate the pickup and return of customers via the daily Village shuttle routes with a smaller shuttle vehicle versus the large capacity shuttle busses during mid-week periods. Additionally, the 14-passenger shuttle van does not require the recruitment of personnel that currently hold a valid Nevada Commercial Driver's License to operate the vehicle. Staff will note that recruiting CDL's drivers, which is a requirement to operate the District's 36-passenger shuttle busses, has become a very large task as the candidate pool is low and staff have not been very successful in obtaining qualified personnel.

III. BID RESULTS

The proposed purchase agreement is in compliance with the Districts Purchasing Policy for Goods and Services, Policy 20.1.0 – 3.1 and NRS 332.115. This purchase is exempt from competitive solicitation requirements. The project is a sole source purchase from Creative Bus Sales, and staff did not seek competitive bids for the proposed vehicle and meets:

NRS 332.115 Contracts not adapted to award by competitive solicitation; purchase of certain equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospitals.

1. Contracts which by their nature are not adapted to award by a competitive solicitation, including contracts for:

(o) Supplies, materials, equipment or services that are available pursuant to an agreement with a vendor that has entered into an agreement with the General Services Administration or another federal governmental agency located within or outside this State.

Purchase Agreement:

Staff will inform the District Board of Trustees that this proposed purchase will utilize the agreement presented from Creative Bus Sales versus the Districts equipment purchase agreement. Staff will also note that District counsel has agreed to this exercise and has been accommodated with their suggested changes to the agreement. The (Agreement) is included in Attachment 1. The Agreement has been reviewed and approved by the District's legal counsel.

IV. FINANCIAL IMPACT AND BUDGET

The Districts Capital Improvement Program Budget for the (340 Ski Fund) in FY 2022/2023 includes funding of \$125,000 for the purchase of the 14-passenger shuttle van within Project # 3469HE1740. The proposed purchase at \$141,767 is \$16,767 over the allocated funding for the project. The table below identifies the (340 ski fund) projects related to ski area customer transportation replacement projects, with a plan amount of \$495,400.

Project	Budget Year	Amount
Replace 2010 30-Passenger Shuttle	2024/2025	\$175,000
Replace 2010 36-Passenger Shuttle	2024/2025	\$175,000
Replace 2007 4WD Tram Truck	2025/2026	\$50,000
Replace 2007 4WD Tram Truck	2025/2026	\$50,000
Replace 1991 Passenger Tram	2025/2026	\$22,700
Repalce 1993 Passengeer Tram	2025/2026	\$22,700
Five Year Capital Plan Total		\$495,400

V. ALTERNATIVES

The District Board of Trustees may defer or delay the proposed 14-passenger shuttle van purchase project.

VI. COMMENTS

In conclusion;

1. The 14-passenger shuttle van is an addition to the customer transportation fleet at the ski venue.
2. The 14-passenger shuttle van project is funded through the FY 2023/2024 Capital Improvement Project; Fund: Community Services; Division; Ski; Project #3469HE1740; Amount; \$125,000.
3. The proposed equipment purchase through Creative Bus Sales is in the amount of \$141,767.
4. The proposed purchased exceeds the planned, budgeted and funded amount by \$16,767.
5. The District will be utilizing Capital Bus Sales purchase agreement with additions provided by the District legal counsel.
6. The purchase agreement between the District and Creative Bus Sales has been approved by the District Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

This item is not a “rule” within the meaning of Nevada Revised Statutes, Chapter

237, and does not require a Business Impact Statement.

VIII. ATTACHMENTS

1. Agreement - Creative Bus Sales
2. Ski Datasheet - 14 passanger Van
3. Picture of proposed shuttle van -starcraft-ford-e-450-

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

The decision needed from the Board of Trustee's shall be that of approving the staff recommendation as presented.



Creative Bus Sales

Creative Bus Sales
3615 S 28th St
Phoenix, AZ 85040

Attachment 1

Phone: 602.437.2255
Fax: 602.437.2758
www.creativebussales.com

Buyer's Order Contract

Date:	May 17, 2023	Unit #(s):	TBD
Customer Name:	Incline Village General Improvement District		
Contact:	Rich Allen	Phone:	775-832-1345
Address:	893 Southwood Blvd	Fax:	
City, State, Zip:	Incline Village , NV 89451	E-Mail:	richard_allen@ivgid.org
Customer ID:		Salesperson:	Jeff Pilon
Ship To Address:	Attn: Rich Allen - Incline Village General Improvement District - 893 Southwood Blvd		
Ship To Address Cont'd:	Incline Village , NV 89451		
Ship To Phone:	775-832-1345	Ship To Email:	richard_allen@ivgid.org
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		County:	
Description of Vehicle:	2023 Starcraft Allstar 22 Ford E-450 7.3L 158"WB		
VIN #:	TBD		
Engine Type:	Gas	FOB Terms:	Shipping
Number of Passengers:	14	Wheelchair Positions:	
Estimated Delivery Date:	November 15, 2023	Payment Terms:	Net 30
Possession State:		NV	
		Unit Price	\$ 141,536.00
		Delivery	\$ -
		Incentive (Non-Taxable)	\$ -
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ 150.00
		Base Selling Price	\$ 141,686.00
		Total Taxable Amount	\$ 141,686.00
		Sales Tax* (Estimated)	\$ -
0.000%	NV - Exempt-US Gov't		\$ -
Notes:			\$ -
* The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.			\$ -
Sales tax estimate is calculated based on the location in which the customer registers the vehicle.		DMV Fees* (Estimated)	\$ 75.00
All rebates and incentives will be signed over to Creative Bus Sales.		DMV Electronic Filing Fee	\$ -
California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.		Tire Fee	\$ 6.00
		Fees Sub-Total	\$ 81.00
		Total Price Per Unit	\$ 141,767.00
		Quantity	1
		Contract Total	\$ 141,767.00
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
			\$ -
		Balance Due	\$ 141,767.00

Remit To: 9365 Counselors Row, Suite 112, Indianapolis, IN 46240

Terms and Conditions:

1. **DEPOSIT.** If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Buyer. If the vehicle(s) is not accepted by the Buyer, the vehicle will be available for sale to other buyers. The vehicle(s) will not be titled to the Buyer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.

2. **DEALER NOT AGENT OF MANUFACTURER.** Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Buyer's price will be increased by a like amount. If Buyer is dissatisfied with the increase, Buyer may cancel this order and Buyer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Buyer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Buyer's vehicle, even if such changes are made prior to delivery of the vehicle.

3. **DELAYS.** Buyer will not hold Dealer liable for any delay caused by the vehicle or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.

4. **BUYER'S INSPECTION AND ACCEPTANCE OF VEHICLE.** Buyer understands that damage may have occurred to the vehicle at the manufacturer(s) factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Buyer acknowledges that such damage to the vehicle, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the vehicle, Buyer acknowledges: (i) having received ample opportunity for, and actually inspecting the vehicle as fully as Buyer desires and (ii) utilizing and relying solely upon Buyer's own judgment to inspect and determine that the vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Buyer such that Buyer accepts the vehicle in its condition as of the date Buyer signs the front page of this Agreement. Buyer further acknowledges that Buyer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Buyer for the Bus. Consequently, Buyer has not relied upon Dealer's skill or judgment in the selection or delivery of the vehicle. Buyer acknowledges that Dealer has not made any representation regarding the vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

5. **IF NOT A CASH TRANSACTION. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.**

6. **TITLE; ODOMETER STATEMENT.** Title to the Bus will remain with Dealer until the agreed upon purchase price is paid in full in cash or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Buyer even though the actual delivery of the Bus may be made at a later date. Buyer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual team of this Agreement. Buyer acknowledges receipt of such Federal Odometer Statement.

7. **TRADE-IN.** If Buyer is trading in a vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives in this purchase transaction is owned by Buyer free of any lien or other claim except as noted on the other side of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Buyer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Buyer warrants that the trade-in is or will be properly titled to Buyer and/or Buyer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.

8. **REAPPRAISAL OF TRADE-IN.** If Buyer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

9. FAILURE TO COMPLETE PURCHASE. Buyer agrees to pay the balance owed on the terms and accept delivery of the Bus within forty-eight (48) hours after being notified that the Bus is ready for delivery. Failure to timely accept delivery by Buyer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Buyer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Buyer shall pay to Dealer the amount paid on Buyer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Buyer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

10. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Bus, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Buyer acknowledges that Buyer shall not seek or recover such incidental or consequential damages from Dealer. Buyer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

11. NON-DEALER WARRANTY(S) (IF APPLICABLE). Buyer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Bus, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Buyer prior to Buyer signing the front side of this Agreement and Buyer acknowledges having physically received such written instruments. Buyer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Buyer has read to Buyer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Buyer has voluntarily chosen not to read such warranties.

12. TAXES, INSURANCE. Buyer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Buyer assumes responsibility to cover the Bus described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Bus from the time of delivery. Buyer understands that Buyer is not covered by insurance on the Bus until Buyer's insurance company accepts coverage on the Bus. Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Buyer's insurance company accepting coverage on the Bus.

13. CHOICE OF LAW AND VENUE, FEES. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in the state and county in which Dealer is located or the applicable federal court. In the event of any dispute or controversy between the parties concerning the enforcement or interpretation of this Agreement, the rights, duties or obligations of the parties under this Agreement, or otherwise relating to or arising out of this Agreement, the prevailing party in such dispute or controversy shall be entitled to recover reasonable costs and expenses incurred, including attorney's fees, in addition to any other remedies to which they may be entitled at law or in equity.

14. A. In no event shall this Agreement be interpreted to waive the limitations of liability applicable to the District set forth in NRS Chapter 41 or other applicable law."

15. WAIVER OF JURY TRIAL; CLASS ACTIONS. Buyer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Buyer further agrees in connection with this purchase to waive Buyer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

16. SEVERABILITY. Buyer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Buyer and Dealer, and Buyer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Buyer, became part of the basis of Buyer's bargain, or is enforceable by Buyer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Buyer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Buyer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Buyer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Buyer, are not included in this Agreement, and are not enforceable against Dealer.

18. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

19. There are no intended third-party beneficiaries of any right or obligation assumed by the parties.

20. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

21. This Agreement may be signed in counterparts, each of which shall constitute an original.

SIGNATURES ON FOLLOWING PAGE

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

Matthew Dent, Chairman

Date

David Noble, Secretary

Date

Reviewed as to Form:

Joshua Nelson
District Legal Counsel

Date

CONTRACTOR:
CREATIVE BUS SALES
Agreed to:

By:



Signature of Authorized Agent

Jeff Pilon, Public Sector Sales West

Print or Type Name and Title

8/21/23

Date

If CONTRACTOR is a Corporation, attach
evidence of authority to sign.



Project Summary

Project Number:	3469HE1740
Title:	14-passenger Van
Project Type:	F - Rolling Stock
Division:	69 - Property, Parking & Transportation
Budget Year:	2023
Finance Options:	
Asset Type:	HE - Heavy Duty Service Equipment
Active:	Yes

Project Description		This project identifies the procurement of a 14 passenger shuttle van to support the existing two 36 passenger shuttle busses used to transport guests to and from the Districts ski venue.		
Project Internal Staff		Fleet Maintenance Staff will manage this project		
Project Justification		The 14 passenger shuttle van allows the District's ski venue to service the existing community ski shuttle route with an appropriately sized vehicle and would not require the driving personnel to hold a Nevada Commercial Drivers as required to operate the 36 passenger busses. This van can also be used during the off season for youth programs and special events during the summer months.		
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2023				
14-passenger Van	125,000	0	125,000	
Year Total	125,000	0	125,000	
	125,000	0	125,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2021	Jul 1, 2022	Jun 30, 2023	Fleet Superintendent	



MEMORANDUM

TO: Board of Trustees

THROUGH: Kate Nelson, Engineering Manager

FROM: Jim Youngblood, Utilities Superintendent, Bree Waters, District Project Manager

SUBJECT: Review, discuss and possibly approve a Sole Source Finding **and** review, discuss, and possibly approve the procurement of water meter registers and transponders for 600 residential units - 2023/2024 Capital Expense Project; Fund: Utilities; Division: Water; Project #2299DI2603; Vendor: Ferguson Waterworks in the amount of \$119,400.

RELATED STRATEGIC PLAN INITIATIVE(S):

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

- Maintain an asset management program leveraging technology, as appropriate by venue/division, to ensure timely and efficient asset maintenance.
- Comply with regulatory requirements, industry standards, and District policies.
- Allocate capital expenditures to maintain services and facilities

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Ordinance 4 - Water; Capital Planning - Multi-Year Capital Planning Policy 12.1.0; Capital Planning - Capital Project Budgeting Policy 13.1.0; Capital Planning - Capital Expenditures Practice 13.2.0; Purchasing Policy for Public Works Contracts, Policy 21.1.0

DATE: August 30, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Make the following finding: The District's purchase of water meter registers and transponders is exempt from competitive bidding for the following reasons: NRS 332.115.1.(d),(i), and (j).
2. Authorize the procurement of water meter registers and transponders for 600 residential units from Ferguson Waterworks in the amount of \$119,400.00.

II. BACKGROUND

The Public Works Department relies on water meters to accurately account and bill for the water consumed throughout the District. The District has a total of 4,460 residential water meters. The water meters themselves are in good shape because of the clean water, which results in less wear and tear on the internal meter parts. However, the battery life on the transponders is approximately 10 years. Over the last two (2) fiscal years, the District has seen a large increase in the number of transponders whose batteries have died and are no longer functioning and are unable to be read via Automated Meter Reading (AMR). The Public Works Staff requested this project be included as part of the FY23/24 budget cycle as well as for the following four (4) years to completely replace all meter registers and transponders throughout the District. The District has replaced approximately 183 transponders to date under the general operations budget due to failure.

III. BID RESULTS

This material purchase is for Badger Meter Mobile AMR Meters and Endpoints that are compatible with the District's existing water meter reading system. Ferguson Waterworks is the only authorized Badger equipment dealer in Northern Nevada. This material purchase does not require bidding as it meets the requirements outlined in the following Nevada Revised Statute (NRS).

NRS 332.115 Contracts not adapted to award by competitive solicitation; purchase of certain equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospitals.

1. Contracts which by their nature are not adapted to award by a competitive solicitation, including contracts for:
 - (d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government, is compatible with existing equipment;
 - (i) Maintenance and support for:
 - (1) Hardware and associated peripheral equipment and devices for computers; and
 - (2) Software for computers;

- (j) Equipment containing hardware or software for computers.

The District solicited contractors to bid on the installation of the units. The District received two (2) responsive bids with a per unit cost of \$125 and \$192 respectively. The installation amounts came in much higher than we had estimated the cost to be based on previous installation costs. Staff evaluated utilizing overtime pay for Public Works Pipeline Crew to install the units. Based on the average (fully burdened) overtime rate of \$106.27, a two person crew, and an estimated 30 units installed per day, the total cost per unit for internal staff is \$70.84/unit.

Therefore, the Public Works Pipeline Crew will be installing the new meter registers and transponders per District Policy 21.1.0 - 1.6.2.1 Construction Projects Performed by District Forces:

Construction projects estimated to \$100,000 or less may be performed by District staff members under the following conditions:

- A. If bids were submitted and then rejected in accordance with Section 1.6.3 below, the District may proceed with constructing a public work itself.
- B. If constructing a public work itself, the District must adhere to the attestation requirements contained in NRS 338.

IV. FINANCIAL IMPACT AND BUDGET

The Residential Meter and Electronics Replacement project (CIP# 2299DI2603) has a total approved budget of \$150,000 for FY23/24. The purchase of 600 transponder units is a total of \$119,400 leaving \$30,600 for installation. By utilizing Public Works Pipeline Crew members to install the transponders after hours, approximately 432 transponders will be able to be installed at a fully burdened overtime rate. The remaining 168 transponders will be installed as needed during regular operations.

V. ALTERNATIVES

The Board of Trustees not authorize the procurement of water meter registers and transponders for 600 residential units from Ferguson Waterworks.

VI. COMMENTS

In conclusion, the following items have been discussed:

1. All meter registers and transponders are being replaced throughout the District over the next four (4) years.
2. The Project is funded through the 2023/2024 Capital Expense Budget Fund: Utilites; Division: Water Project #2299DI2603; Amount; \$119,400.
3. The proposed procurement is through Ferguson Waterworks in the amount of \$119,400.
4. This material purchase is for Badger Meter Mobile AMR Meters and

Endpoints that are compatible with the District's existing water meter reading system. Ferguson Waterworks is the only authorized Badger equipment dealer in Northern Nevada.

VII. BUSINESS IMPACT/BENEFIT

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

VIII. ATTACHMENTS

1. Ferguson Waterworks Quote

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

The decision needed from the Board of Trustee's shall be that of approving the staff recommendation as presented.



Badger Meter Mobile AMR Solution

Date: 8/3/2023

Customer:

Incline Village
1220 Sweetwater Rd.
Incline Village, NV 89451

Michael Carmack
Ferguson Waterworks
Michael.Carmack@Ferguson.com
(775) 233-7912

Quote Ref: Ferguson/Badger Meter AMI Solution
Quote Expiration: 12.31.23

Note: The City will be responsible for any integration fees charged by their billing software provider.

Badger Meter Mobile AMR Meters and Endpoints

Description	Units	Quantity	Unit Sale Price	Extended
HRE-LCD Register for M25 Meter	Each	600	\$ 80.00	\$ 48,000.00
Mobile AMR Endpoints	Each	600	\$ 119.00	\$ 71,400.00
			\$ -	\$ -
			\$ -	\$ -
Meter and Endpoint Price Sub-Total				\$ 119,400.00

Badger Meter Mobile AMR Software and Hardware

Description	Units	Quantity	Unit Sale Price	Extended
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Equipment Sub-Total				\$ -

Total:	\$119,400.00
---------------	---------------------

Mobile Service Unit Annual Cost - This charge will be billed directly from Badger Meter. Volume discounts may be available

Description	Units	Quantity	Unit Sale Price	Extended
Orion Mobile Service Units	Each	7,800	\$ 0.10	\$ 780.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). Shipments beyond 48 hours shall be at the price in effect at time of shipment unless noted otherwise. Seller is not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing the type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolseley.com/terms_conditionsSale.html. Government Buyers: All items quoted are open market unless noted otherwise. Lead Law Warning: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable laws in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

The Moss Adams Report is in the final edits stage by Moss Adams. Upon receipt from Moss Adams, the report will be provided as supplemental material; that action is anticipated to be accomplished by close of business Monday, August 28, 2023. At that time, a cover memorandum will be provided.

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin, Interim General Manager

FROM: Susan Herron, Director of Administrative Services

SUBJECT: Review, discuss and provide direction to Staff on the presented Request for Proposal for District Legal Counsel Services

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): **LONG RANGE PRINCIPLE #7 - GOVERNANCE**
The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability through collaboration, civic participation, and transparen

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES Policy and Procedure Number 142/Resolution 1898, subparagraph IV. F. - Link: https://www.yourtahoeplace.com/uploads/pdf-ivgid/PP_142.pdf

DATE: August 30, 2023

I. RECOMMENDATION

That the Board of Trustees provides edits on the presented request for proposal, provide Staff the timeline for execution of this effort, and, if desired, assign one Trustee to work with Staff to answer any questions or concerns that might arise during the effort.

II. BACKGROUND

At the July 12, 2023 Board of Trustees meeting, District General Counsel Joshua Nelson, of Best, Best & Krieger, announced that his firm would not be seeking an extension to their existing contract for legal services. This decision was made based on staffing at the firm. At this same meeting, Board Chairman Matthew Dent asked that an agenda item be brought forward to address these services going forward.

III. BID RESULTS

Not applicable at this time.

IV. FINANCIAL IMPACT AND BUDGET

The 2023/2024 budget has monies included for professional services which includes legal services. Depending upon rates quoted, the budget may or may not need modification. Presently, it is too early to identify the budget impact.

V. ALTERNATIVES

Not seek these services and do a search for an in house legal counsel.

VI. COMMENTS

The last time this process was undertaken was in 2020 when Best, Best & Krieger was hired. Prior to that, it was conducted in 2018. Staff anticipates starting this effort mid-to late September with a recommendation back to the Board of Trustees at their November meeting and no later than their meeting in December.

VII. BUSINESS IMPACT/BENEFIT

There is no business impact as this is a Request for Proposal.

VIII. ATTACHMENTS

1. Final Draft RFP for Legal Services

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Provide changes, if necessary, to the provided documents.

Offer alternative ideas.

Appoint one (1) Trustee to serve as a resource.



**REQUEST FOR PROPOSALS FOR
INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT FOR
GENERAL COUNSEL LEGAL
SERVICES**

REQUEST FOR PROPOSALS FOR INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT FOR GENERAL COUNSEL LEGAL SERVICES

The Incline Village General Improvement District (IVGID or District) is requesting proposals from qualified law firms to provide legal services to the District serving in the capacity of General Counsel, in addition to advising on matters related to a broad range of general legal services.

I. ABOUT IVGID

1. District Overview: The District is a General Improvement District, established under Nevada Revised Statutes (NRS) Chapter 318 and chartered to provide water, sewer, trash and recreation services for over 9,000 residents in the communities of Incline Village and Crystal Bay, Nevada. Within the limits of the NRS, IVGID is empowered to determine what facilities and services it should offer that will preserve or enhance the general health, safety and welfare of the community. For more information about the District, please visit: <https://www.yourtahoeplace.com/ivgid>.
2. Governing Board: IVGID is governed by an elected five-member Board of Trustees that serve staggered four-year terms of office.
3. Organization: The District has approximately 112 full time employees, structured under departments that serve under the direction of a General Manager. Departments include Public Works, Community Services, and Administration.

II. SCOPE OF WORK

Services to be Provided Regularly

1. Provide advice to the Board of Trustees and District Management Staff on matters of law including, but not limited to, the Open Meeting Law, NRS 318, Ethics Law, conflict of interest issues, the Public Records Act, and parliamentary procedures.
2. Attend all regular and special Board meetings. Regular Board Meetings are held at 6:00 p.m. on the 2nd and last Wednesday of each month.
3. Attend all meetings of the IVGID Audit Committee. The IVGID Audit Committee meets as needed.
4. Attend all meetings of the Board Advisory Committees; presently there are two – Capital Projects Investment Committee and Golf Committee. These meetings are scheduled to be held via Zoom however there might occasionally be an in person meeting requiring attendance.
5. Attend other meetings as requested by the Board of Trustees, General Manager, or other designee.
6. Provide regular updates on items of specific legal concern of the District as well as on current general topics of interest.
7. Provide advice to the Board of Trustees and District Management Staff on commencement or defense of litigation to protect IVGID's interests, and litigation of such issues, as directed.
8. Prepare and/or review ordinances, resolutions, Board packets, contracts, memoranda of understanding and other agreements entered into by IVGID.
9. Provide written updates on new State and Federal regulations, legislation, and judicial decisions or other activities impacting or having the potential to impact IVGID, and suggest

REQUEST FOR PROPOSALS FOR INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT FOR GENERAL COUNSEL LEGAL SERVICES

- actions to affect the outcome of those activities or, once implemented, changes needed in District policies, procedures and operations to ensure compliance.
10. Research and interpret laws, court decisions and other authorities in order to prepare legal opinions to advise the Board and staff on legal matters pertaining to District interests.
 11. Review contracts, bid specifications, and purchasing documents for the purposes of legal and policy compliance, appropriate risk avoidance and transfer, and manufacturer’s defect protection.
 12. Consult with Board and staff on personnel, labor relations, retirement, forced staff reductions, litigation, worker’s compensation, and other matters concerning District business as requested.
 13. Provide legal assistance and consultation to the Board and staff as requested on matters of property acquisition, eminent domain, property rights and property management, trespass, encroachment, lease agreements, lessee obligations, easements, and access.
 14. Coordinate and attend weekly meetings with District Staff to provide guidance on contracts and other legal items.

III. PROPOSAL SCHEDULE

The tentative schedule is as follows:

1. Proposals due at IVGID Office: _____
2. Interviews: _____
3. Finalist Negotiations Complete: _____
4. IVGID Board Selection: _____
5. Implementation Date: _____

IVGID expects, but does not guarantee, that the decision or selection of a firm will be made by the Board of Trustees on the date indicated.

IV. The Proposal

1. Statement of Qualifications

Responding firms shall provide a clear description of the size and experience of the firm in providing legal guidance in all areas of general governance for general improvement districts and similar Nevada public agencies. The proposal should include the complete resumes of all attorneys and associates that will be assigned to the District contract, including membership status in the Nevada State Bar.

The proposal should also provide:

- A. A description of the firm’s current workload and the firm’s ability to perform work required on a timely basis.
- B. A full description of any areas of possible conflict of interest.
- C. The geographic location of the firm’s office(s) and the location of the primary staff to be assigned to this contract.

REQUEST FOR PROPOSALS FOR INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT FOR GENERAL COUNSEL LEGAL SERVICES

- D. A statement of the firm’s experience and qualifications that make it uniquely qualified to represent the District in current and future general counsel matters with reference to the items listed in Section II of this RFP.
- E. A list of a minimum of three references comprised of clients for which the firm has competed similar work, including their contact information.
- F. The limits of your professional liability insurance coverage.
- G. A draft legal services agreement.

2. Fee Proposal

Responding firms should provide a fee proposal listing the hourly billing rates for each attorney that will be assigned to the contract. The fee proposal should also list hourly billing rates for Paralegal, Legal Assistant, and clerical and administrative support services. Indicate the increment of billing time associated with billing by hourly rate.

The District will consider alternative proposals, including a lump sum retainer for all or certain services. If a retainer is proposed, indicate the amount and the maximum chargeable hours assumed in the retainer. Include the proposed hourly rates above the maximum. If a combination of retainer and hourly, indicate what services would be covered by the retainer and what would be covered hourly. Indicate how/whether travel time and other reimbursable expenses will be billed, including the hourly rate for travel.

V. PROCEDURE FOR SUBMITTING PROPOSALS

Proposals will be accepted by the Director of Administrative Services until _____. Each firm responding to this RFP must submit a written copy of the proposal in a sealed envelope, plainly marked:

“Proposal for the Incline Village General Improvement District for General Counsel Legal Services”

Proposals shall be addressed to: Ms. Susan Herron
Director of Administrative Services
IVGID
893 Southwood Boulevard
Incline Village, NV 89451

Questions regarding this Request for Proposal (RFP) shall be directed only to Ms. Susan Herron, Director of Administrative Services. Do not contact any other IVGID employee, official, or consultant regarding this RFP. Doing so may disqualify the proposer. Answers to all questions will be issued to all prospective proposers via e-mail.

VI. PROPOSAL EVALUATION

Evaluation of the proposals will be based upon a competitive selection process. It will not, however, be limited to price alone.

- 1. The Process

**REQUEST FOR PROPOSALS FOR INCLINE VILLAGE GENERAL IMPROVEMENT
DISTRICT FOR GENERAL COUNSEL LEGAL SERVICES**

- A. All proposals will be evaluated, references will be checked and the final firms may be invited to an interview during the month of _____. Approximately one (1) hour will be available for each interview to insure that each firm has ample time to present its credentials.
- B. Consultant must satisfy IVGID of its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner which addresses the stated criteria. Consultant shall be responsible for the accuracy of the information supplied concerning references.
- C. IVGID reserves the right to request additional information from each applicant.
- D. IVGID reserves the right to reject all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP. IVGID accepts no financial responsibilities for costs incurred by any consultant regarding this RFP.
- E. All proposals submitted to IVGID shall become the property of IVGID and may be disclosed publicly.
- F. Consultant may withdraw its proposal, either in person or by telegraphic or written request; it should, however, do this prior to the time set for opening of proposals.

2. Evaluation Criteria

A. Mandatory Elements

- 1) The firm is independent and properly licensed to practice in the State of Nevada.
- 2) The firm has no conflict of interest with regard to any other work performed by the firm for IVGID.
- 3) The firm adheres to the instructions in this RFP on preparing and submitting the proposal.

B. Technical Qualifications

- 1) Expertise and Experience
 - a. The firm's past experience and performance on comparable private/governmental engagements.
 - b. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
 - c. References
- 2) Interest Letter
 - a. Understanding of work to be done.
 - b. Firm's statement on why it believes itself to be best qualified.
 - c. Local experience and knowledge of local conditions.

C. Price

- 1) Proposals will be evaluated to determine the best economic value of the proposal.

D. Final Selection

REQUEST FOR PROPOSALS FOR INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT FOR GENERAL COUNSEL LEGAL SERVICES

- 1) The Board of Trustees will make a final selection.

VII. MISCELLANEOUS

1. Amendments to Proposals: No amendment, addendum or modification will be accepted after a proposal has been submitted to IVGID. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to the District prior to the deadline for proposal submittals.
2. Cancellation of RFP: IVGID reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.
3. No Commitment to Award: Issuance of this RFP and receipt of proposals does not commit IVGID to award a contract. IVGID expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.
4. Right to Negotiate and/or Reject Proposals: IVGID reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole and absolute discretion of IVGID, such action shall serve its best interests and those of the tax-paying public. The Proposers are encouraged to submit their best prices in their proposals, and IVGID intends to negotiate only with the Proposer(s) whose proposal most closely meets IVGID's requirements at best value. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets IVGID's requirements.

Publication Date of RFP: _____

MEMORANDUM

TO: Board of Trustees

FROM: Sara Schmitz, Vice Chair

SUBJECT: Discuss and possibly give direction for the drafting of letters to various agencies related to, but not limited to, the evacuation plan, the possible mobility hub, and the possibility of closure of the middle school. The board could decide to take a position on these or other matters proposed by various agencies with impact on our community.

DATE: August 25, 2023

I. RECOMMENDATION

The Board of Trustees discuss and possibly give direction to one or more Trustees to review and draft letters for board approval and submission to various agencies. Options for consideration include, but are not limited to the following:

1. The location of a potential mobility hub in Incline Village;
2. The possible closure of the Incline Middle School;
3. The evacuation plan.

II. BACKGROUND

Community members have written and discussed with various Trustees their concerns on the issues listed. As leaders in our community, we have the opportunity to assist our fellow community members to better guide activities of external agencies to align with the needs of our community. Taking a position or writing letters expressing concern, as a board, may further assist our community.

III. DECISION POINTS

1. For the board to decide if any action is to be taken;
2. Assign responsibility to various Trustees for various possible action;
3. Schedule a meeting to review the proposed drafted letters by Trustee(s), should the board decide to take action.

MEMORANDUM

TO: Board of Trustees

FROM: Matthew Dent
Chair

Josh Nelson
Annie Branham
General Counsel

SUBJECT: Review, discuss, and provide direction on redactions for pending public records requests

RELATED STRATEGIC PLAN INITIATIVES: Long Range Principle #7 Governance

RELATED DISTRICT POLICY: Policy and Procedure No. 137/Resolution No. 1801 (Policy for the Provision of Records and Information to the Public)

DATE: August 30, 2023

I. RECOMMENDATION

That the Board of Trustees review, discuss, and provide direction on redactions for pending public records requests.

II. BACKGROUND

Attached is a list of the pending public records redactions since our last report.

III. FINANCIAL IMPACT AND BUDGET

No direct impact by this item.

IV. ALTERNATIVES

Below is an alternative to the recommended action:

1. Discontinue or modify the proposed reporting for public records.

V. BUSINESS IMPACT

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

VI. ATTACHMENTS

N/A

Date of Request	Requestor	Request	Dated Responded	Dated Records Provided	Exemption Applied and Rationale
Various	Various	Copy of letter regarding Cliff Dobler read during the August 9, 2023 Board meeting.	Various	N/A	Pursuant to NRS 239.0105, which provides that records containing identifying information of a natural person that was submitted for the purpose of registering with or applying to the District for use of recreational facilities and associated reservations, or for enrolling to participate in District recreational activities or events, need not be publicly disclosed.

Notes

Consent Items

Report Items

Agenda Items

September 13 – No Trustee Noble	
P&R	Contract Review – Sand Harbor Water Sports & Incline Spirits– expires 9/30 – end of a 2-year contract
PW	SPS #5 Contract Approval & Award
PW	Additional SRF Loan for the Effluent Pipeline (may push to 9/27)
Board	Appointments to Board Advisory Committee - Golf
PW	Mtn. Golf Course Clubhouse Roof

September 27	
PW	Rec Center HVAC – Contract Award & Approval for A&E Team
Staff	Pricing Practice review
Finance	FY 2022/23 4 th Qtr. Budget Update & Expense Projects Report
Finance	FY 2022/23 4 th Qtr. CIP Popular Status Report

October 11 – No Trustee Tonking	
General	Contract Review – Alta Vista Cleaning Services – expires 10/31 – has 2 years left on Board approved renewals so doesn’t need to come before the Board for approval
PW	Reservoir 3-1 WPS 4-2/5-1 Road – Approve & Award Design Contract

October 25	
DP	Hyatt Sport Shop contract – expires 5/2023; comes before the Board at this time because it is only for Ski
PW	Effluent Pipeline GMP 2 Award
Board	Discussion on creating a District policy on language i.e. Spanish, Italian, Polish, etc.

BOARD OF TRUSTEES LONG RANGE CALENDAR

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November 8	
BOT	Flashvote contract review – expires 12/2023
BOT	All-you-can-play golf pass review
Finance	OpenGov contract review – expires 11/30/2023
PW	SPS #1 Construction Contract Approval & Award
PW	Award Skate Park Design Build Contract
Finance, HR & IT	Project Closeout Report (within the GM Report) on the Tyler Project ?
Board Advisory Golf Committee	Report on initial findings/recommendations (without financials)

December 13	
Multiple	Contract Review – Parasol Tahoe Community Foundation (storage space), First Non Profit (Unemployment), USFS (DP Special Use), TRPA (watercraft inspection) – expires 12/31 Contract Review – Washoe County School District Joint Use Agreement (no expiration – annual review)

Notes

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PARKING LOT ITEMS

Date of Request	Item	Requester	Status/Notes	Date Completed
1/18/21	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF	Trustee Schmitz		
11/3/21	Request that the Board discuss a strategy for dealing with e-mails and correspondence that the Board receives. Need to have a strategy and approach on who responded – come up with a consensus by the Board on who responds.	Trustee Schmitz	Related to Policy 20.1.0. Follow up with District Counsel Nelson <i>Trustee Noble is responding to each correspondence.</i>	
Unknown	Next step on Diamond Peak parking lot/Ski Way – Staff added reminder	GM DPSR Bandelin		
Unknown	Modifications to current budget to reflect grant funding and cost sharing on Effluent Tank	Director of Public Works		
Unknown	Liaisons with Washoe County	Trustee Schmitz		
2/8/23	Capitalization Policy	Trustee Schmitz		
2/8/23	Update on Snowflake Lodge	Trustee Noble		
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble		
4/5/23	Policy 16.1 – Recreation Roll	Trustee Schmitz		
4/5/23	Punch Card Recommendations	Trustee Schmitz		

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

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Agenda Items

Date of Request	Item	Requester	Status/Notes	Date Completed
4/5/23	Review policy re: use of procurement cards	Trustee Tulloch		
5/25/23	Family tree (Ordinance 7) review	Trustee Schmitz		
5/25/23	Two (2) Policy 20.1.0 on the website	Trustee Schmitz	This is correct and it will be corrected when one of these policies comes before the Board	
5/25/23	Pyramid (within Practice 6.1.0) – The Board never discussed how our venues fit into the practice	Trustee Schmitz		
5/25/23	Do a survey for the IVGID Magazine to see if there is value in producing a paper copy and mailing	Trustee Schmitz	<i>The survey remains open – a report will probably be ready for the 1st meeting in Sept.</i>	
06/14/23	Clarification on Scope #3 (IT) with Moss Adams	Trustee Schmitz	<i>RFP to go out 8/25 with bids due back 10/4</i>	
06/14/23	Skate Park update	Trustee Schmitz	<i>Plan is to send the RFP out for skate park design build contractors in October and be able to go back to the Board for selection in December</i>	
06/14/23	Discuss the possibility of scheduling a community Town Hall or perhaps having a 30-minute social half hour before each Board meeting	Trustee Schmitz	<i>Town Hall item on the 8/30 agenda</i>	
Date of Request	Item	Requester	Status/Notes	Date Completed

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

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Agenda Items

06/28/23	Review and Possible Approval of Revisions to Policy 2.1.0	GM Bandelin	Moved to parking lot pending outcome of MA work	
06/28/23	Review CIP Roles & Responsibilities (Policies 12.1, 13.1 and Practice 13.2	GM Bandelin	Moved to parking lot pending outcome of MA work	
06/28/23	Chairman Dent to propose 2 days for a Trustee Forum	Chairman Dent		
06/28/23	Redactions – needs a legal non-meeting as a Trustee requested that the PE's be made public	Chairman Dent		
07/12/23	Waste Management	Trustee Schmitz		
07/12/23	Strategic Plan	Trustee Tulloch	October	
07/12/23	Writing a letter to schools regarding programs	Chairman Dent		
07/26/23	Update on Food and Beverage (from 7/26/2023 meeting)	GM Bandelin	<i>Will come before the Board before year end.</i>	
08/01/23	General Fund Augmentation (if needed) including public hearing	GM Bandelin/Interim Director of Finance Magee	Will be determined if it is needed	
08/09/23	5-year Capital Improvement Plan (CIP)	Trustee Schmitz/Tulloch		
08/09/23	UNR and Washoe County BOT's Additional Training	Trustee Tonking	<i>Date to be determined after 2nd training is rescheduled</i>	
08/09/23	Revise State Budget Forms (if needed)	GM Bandelin/Interim Director of Finance Magee	<i>Will be agendized at the appropriate time</i>	

Survey Results: Summer Amenities

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

These FlashVote results are shared with local officials

<p>653 Total Participants 633 of 1324 initially invited (48%) 20 others Margin of error: ± 4%</p>	<p>Applied Filter: All Responses Participants for filter: 648</p>		<p>Started: Jul 24, 2023 1:36pm PDT Ended: Jul 26, 2023 1:33pm PDT Target Participants: All IV/CB</p>
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Q1 Looking ahead to the 4th of July celebration next year, which of the following do you think are important to have here? (Choose all that apply, if any)

(620 responses)

Options	Votes (620)
Pancake breakfast	47.3% (293)
Parade	59.2% (367)
Fireworks	63.4% (393)
Drone show	21.6% (134)
Live music	52.3% (324)
BBQ	32.3% (200)
Village green community fair	45.2% (280)
None of these are that important to me	8.4% (52)
Other:	10.3% (64)

Pararescue demonstration

Wine and Cheese fund raiser event.

It would be great, as a family of vegans in Incline, to have any event where vegan food is served.

Need more activities for the Village Green Community fair

Fireworks

Move the pancake breakfast away from the beach

Only Thanksgiving & Christmas are on a par with the 4th, and only the 4th warrants fireworks

Pararescue helicopter arrival at Village Green and demonstration over the lake at Incline Beach

Bring back more fair/carnival games!

Wine/beer tasting. I understand why the drone show despite people prefer fireworks

Keep it simple and small. In the years past there was way too many activities.

Better control (traffic on 28) and cleanliness when outsiders visit

Close all parking spaces to visitors. Require IVCB resident sticker to access Lakeshore Blvd.

NO Fireworks show, not safe and both South shore and Zephyr were destroyed by trash/pollution

Return to actual fireworks!

Helicopter water rescue demonstration

Games for kids on Village Green

It was disappointing that so much was on Sunday this year

I would like the drone show if it were longer and more spectacular. It was boring, short this year

Pararescue/military flyby

Veteran's Luncheon

wine tasting

Don't schedule events on Sunday morning

Eliminate all of it.

Airshow and heli landing

Have to clarify that the Fire Dept. pancake breakfast is specific to the festivities too.

Only the fireworks

Activities to honor vets

Beach music

Bring back the PJs!

Better drone show. 1st year was good, 2nd year was a dud.

Veterans Pancake Breakfast

Fewer people! Reduced crowd size.

Enforcement of parking policies

Without fireworks there is no celebration.

Go easy on the flags; This year it looked like we were paranoid!!

Fireworks

Sitting on the beach watching fireworks is awesome. Drone show was terrible

Q2 In general, which is more important to you at our beach venues, a wider selection of food options or longer food service hours? (Choose ONE)

Food service is a commercial business endeavor which is prohibited by the beach deed.

Food is not that good. If better I'd purchase.

11am-6pm

I am a CB resident, no beach privileges...which is just fine with me

Daily 10am to 6PM

With food service comes more litter/trash

Who se z IVGID needs to supply food?

And bar all day

All the time dawn to dusk

How about 11:00-4:00 every day.

every day, please

I don't care in that I don't intend to eat at the beach

I can no longer go to the beaches because they're too crowded.

Offer food service after 3pm and during Music at the Beach days 4-7 pm Wednesdays and Fridays

The current employees at Incline Beach are hard workers...please take care of them

LONGER BAR HOURS

Dinner on Wednesdays and Fridays during live music

don't need any food at the beach

A variety of choices available for lunch and dinner every day of the summer.

during beach music & other events or classes

Anything vegan would be much appreciated.

11 to 6 Simple grill items and some healthier grab and go like pre-made wraps and salads

Food trucks could provide more variety and no financial risk like so many current IVGID F&B venues.

More reasonable prices!

Music on the beach should have longer hours. Allow food trucks

11-6 seem like good hours for the weekends in peak season, but the sales numbers should dictate

Stop closing the beaches at sunset, let us stay.

Food 12 to 6pm.

Lunch 7 days a week

Live in CB, not entitled to go to the beaches

What about utilizing food trucks? And repurposing the building as more of a clubhouse and bar.

Dinner. Every day s/b the choice

Food available from 11 am to 6 pm

Weekends

have food service open after 3 pm on Wed, Friday, Sat & Sun and holidays

Have food service during the music at the beach on Wednesday's and Friday's

Don't care. CB resident w/o beach access

Allow delivery services and food trucks. Shut down our grease pit/roach shack!

Later service during music nights. I hear people complain about food being closed during music.

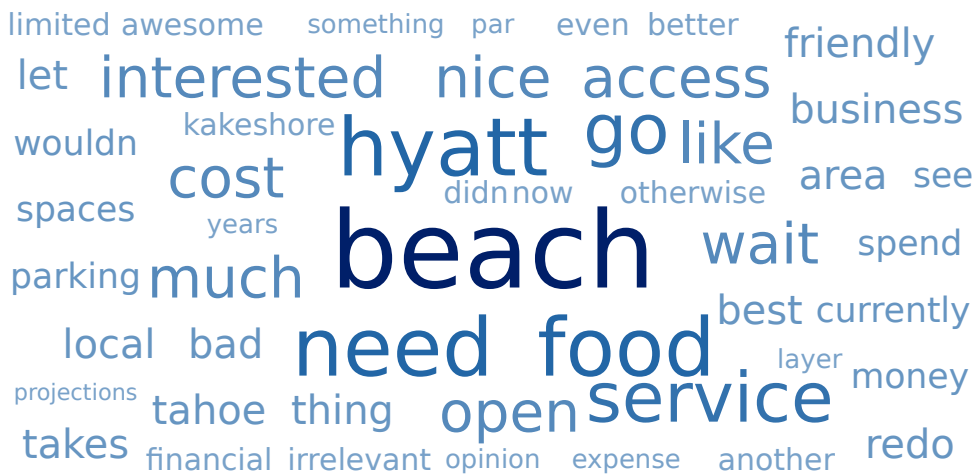
The Hyatt has a new open air outdoor bar and kitchen built on their beach (The Nest Bar &

Q4 Grill and Beach Service).

Which best describes your experience with it?

(643 responses)

Options	Votes (643)
Haven't seen it	54.7% (352)
I've seen it and think something like that would be BAD on Incline Beach	8.6% (55)
I've seen it and think something like that would be GOOD on Incline Beach	20.2% (130)
I've seen it and I'm not sure if something like that would make sense on Incline Beach	12.9% (83)
Other:	3.3% (21)



It's awesome and we should have something on par with that or even better.

My opinion is irrelevant, because I don't have beach access.

This is Avery open ended question. Would like what was already planned by the previous board

The Hyatt's got it. No need to duplicate.

Not IVGID's job to supply food

Not interested in food on our beach

The Hyatt sucks, I want nothing to do with it!

It would be nice if Kakeshore redo that didn't have beach access could go

don't need it

Please don't "Hyatt our beach service "

It's about \$\$\$\$. Let's wait & see what they do 3 years from now.

Need to have financial projections, but with limited season, not likely to be worth the cost.

No need to go overboard. A nice clean site would be great

If it takes up parking spaces, not interested. Otherwise I wouldn't spend that much money.

Same concept...beach bar/food

Not necessary to have on our beaches

The open air kitchen makes sense but it should be grab and go service not seated wait service

Just another layer of expense

How much would it cost?? There is not that much business at the food service area currently.

Best Thing on the beach at Tahoe. Too bad Hyatt is not local friendly.

Q5 Any other comments or suggestions about improving summer amenities here, including the beach facilities (Ski, Incline, and Burnt Cedar)?

(264 responses)



Improve parking situation for residents.

Expanded bathroom facilities at Incline Beach to remove the smelly and unsightly Porta Potties. Expanded parking options at Incline Beach, although I don't know how it would be done.

Keep up the great work

Let us BBQ on the beach

IVGID should not be in the food service part of our beach experience. They should do what they do well ...keeping the grounds pleasant.

We need to hire a catering manager not a chef to manage the food venues, a good catering manager could easily handle our venues with better food option than we got from a chef.

Food should be offered when Music on the Beach runs.

Plant grass, take out some trees, add bbqs and picnic tables at the west end of the concession building

Invest in the beaches! Make them a world-class amenity.

I believe IVGID should not be selling our amenities to people who don't live here. Lacrosse is one) I know the organizer lives here but others dont. Today I found out of town bike riders camping and peeing in the exercise trail and aspen grove. Who approved this? These are facilities that the residents support. Hope they paid an exhorbitent fee for using these places that residents pay for.

IMPROVE in/out system but we have talked about that for years

Incline Spirits is the best!!!

Upgrade all facilities including snowflake lodge for summer.

There really should be food concessions available during Music at the Beach in Incline. Also, PLEASE keep Incline Spirits as the bar and let Incline Spirits do the food concessions. The food was better and they were able to have a large selection AND

longer hours.

Allow dogs at Ski Beach 7-9 am or after 7 pm

Build the best beach house we can get, with a bar, seating and great food, not some cheap shack

Upgrade the restrooms, please. Incline Beach and by playground at Burnt Cedar.

Build A MARINA

We need a pier or jetty. Something like the Hyatt pier.

Don't skimp on the beach house. Build something we can be proud of, and something that will support an actual food service and a larger bar. I'd like to see a roof deck that gives people other places and ways to enjoy the view.

Maybe if we had more trash bins the tourists might use them volunteers to ask people to throw away their trash!

Open Ski beach to dogs 7-9 am and after 7 pm.

I really like the way parking has been handled on weekends for picture passes only. Keep that up. And I'd like to see the boat parking open to regular cars for parking on Friday's during the summer at least open to regular parking at 3pm. If there are open spots at 3 pm would be good. We were not allowed to park there at 3 pm, the boat parking lot was wide open and the guy would not allow.

Let non resident employees use the beaches.

Sundry shops?

NO Need to change much. We have the most beautiful beaches in the world!

The laser show that precedes the drone show is extremely repetitive. Someone else set it best-- it's a 20-minute show that's 19 minutes too long. The music that was played during the laser show was not enjoyable. Last year, the drone show was just okay. This year, it was extremely disappointing. Assuming the same is planned for next year, we will be going elsewhere to see fireworks.

The bathrooms at Incline Beach need updating. What happened to the beach chairs? The drone show was such a huge disappointment. This was our second year. Won't go with kids next year. Will travel somewhere else. Better and healthier foods options at beaches would be great. Fourth of July should be incredible. It is so sad compared to 10-15 years ago. :(. Diamond Peak could be utilized in the summer better. How about running the chairlift like Northstar for mountain bike riding? Thank you.

Prohibit IVGID Board members from using any beach facilities. Send them all to SFO.

Have some community events (e.g. live music) at venues other than the beaches, since not everyone has beach access.

Allow dogs on ski beach for limited early morning hour or two on weekdays.

Build a break water for the boat launching and loading !!!!!!!!!!!!!!!!!!!!!!!!!!!!!

Safer foot traffic access. Walking upstream through cars is not safe.

Open the Diamond Peak parking lot to empty trailer parking. It is a usually empty and wasted summer asset that's should accrue to residents benefits. It will keep the town clear of empty trailers and obviate the need for all the no parking signs that have been springing up.

The line to get into each of these venues is dangerous for pedestrians. Too many people and cars trying to get in at the same point. It's very confusing for non-car entry.

Better storage options for sups and kayaks. Current process does not work

Great attendants/entry this year. need larger indoor toilets year around.

Why aren't the beach facilities at Incline Beach updated/modernized like the facilities at Burdt Cedar?

Access gate at east end of Burnt Cedar property for walkers/ cyclists. Would sure be nice to utilize owned property at Diamond Peak Ski Resort - rebuild Snowflake Lodge, improve trails for hiking/ biking, perhaps build and offer additional downhill bike park riding with uphill lift access.

Are life vests available to rent at all 3 locations? Free Jet Skis would be nice.

I don't think that IVGID should be serving alcohol or licensing the sale of alcohol on the beach. It has really changed the beach from a family environment to a party environment.

Let's dramatically improve the restroom and food and beverage facilities at Incline Beach.

Maintain the facilities that exist. We do not need new, flashy, facilities to attract more tourists.

Stop asking the same questions over and over and get something g done!

On weekends/holidays have the flashing light at the entrance to Ski Beach set to red on Lakeshore. This will allow for safer movement of boat trailers & pedestrians to & from Aspen Grove across Lakeshore to the kiosk

Fireworks are THE most important part of every 4th of July celebration: "the bombs bursting in air, gave proof through the night that our flag was still there." If there's another drone show, I'm taking my celebration and spending my money in other parts of the lake that still believe in the flag. God bless America!

Do not man the gates during the winter

Revamp the restrooms at ski and Incline Beach

The Hyatt ruined their beach by building their bar practically on top of the beach. Please consider the impact of light noise and litter when offering any amenities. Lake Tahoe is special for it's NATURAL attraction.

Parking is still a problem

Renovate the beach shack at IB. It's embarrassing.

Thank you for NOT doing fireworks and instead supporting a quiet, colorful smoke-free and no trash celebration !!! Way more " patriotic "

I think it's important to maintain strict accesses to residents

Bring back fireworks

Fireworks!

Please add more kayak racks!! Resolve the issue with TRPA and get it done!!

Food would have to be really good for me to bother buying at beach. I can pick up T's, a pizza or bring my own picnic for a fraction of the cost and have much better food that way. Why is there so much focus on food sold at the beach? Is it popular and financially sustainable?

Is there a way to make use of the existing BBQ grills at the beaches rather than having them sit idle? Can they be converted to (bring your own) propane?

Update the boat ramp with extra lane and a floating pier like the hyatt

Having cleaner trash bins. They're gross.

Please replace the sand on the volleyball court nearest the bridge with deeper, higher quality sand. Right now it's compacted like cement just a few inches down and has rocks in it, both of which cause injuries.

I think IVGID should run the Food and Beverage at the beaches. The profit on the alcohol must be insane, why give that away? you don't do that at Diamond Peak or the Golf Course. I liked the designs completed a few years ago. I would like to see one of those options completed. Bond for the improvements. the cost won't be something anyone worries about when you bond it.

Would like to see snack bar updated at Ski Beach, similar to Burnt Cedar snack bar.

Stop having an about to be recalled Trustee hanging out there acting like she is in charge - that's not her job!

Have a real 4th of July celebration with flyover, rescue demonstration on the lake and fireworks! No stupid drones.

Parking for picture passholders only all the time. Period.

We've been enjoying the beach a lot this summer. We like the music and Barefoot bar. We appreciate the days when we have priority parking!

Early consistent hours helps paddle boarders. More parking would help everyone. A foot washer at the beach, permanent like at Ski beach or temporary on a 4x4, would be great.

Keep Trustees from meddling in the Day to Day Operations! Hire more Lifeguards with better pay. And do NOT scale down the Incline Beach House! Get the Beaches Master Plan done!!

Yes, build a restaurant like the Chateau or like Hyatt's outdoor venue. Fix the boat ramp and build a pier since the Hyatt is becoming less and less local friendly.

The beaches are so crowded and popular with tourists during summer that I don't think additional amenities are needed. It's becoming a bit like Disneyland.

Chair and umbrella rentals. Sell ice. Deliver drinks/food instead of waiting in line. More umbrellas at pool. More tables at pool. quicker check-in. Maybe valet parking services.

Buy 6 heat lamps for the Grille at the Chateau patio and watch your revenues grow, especially in the Fall. Consider expanding Grille hours to 8pm.

Stop trying to be all things for everyone, this is not Disneyland. Let people bring their own food. The question about hours and food options needed more answer options. How about IVGID stops trying to spread itself into non-core businesses,

concentrate on water, sewer, some recreation...keep Washoe County and developers from overbuilding. And REDUCE our rates?

Food could be better.

Charge for parking at all of the beaches

Sunset dinner service on the pool deck at Burnt Cedar. Pre-fix price and menu, plated, with wine and servers. It would be awesome!

I'm told that my guests can get into IVGID beaches if they have a copy of my punch card on their phone, even if I am not with them. This should not be allowed; picture pass holders should be required to accompany their guests.

Limit to Incline property owners only

Bathrooms concession Incline Beach need improvement

Better control of crowds and parking

Use ski area parking lot for boat parking

Nope!

People anchoring their boats overnight or consecutive days on an unauthorized buoy off ski beach. Also people docking their boat on ski beach when it's loading/unloading only. Kids should not swim at ski beach. Could get hit by boat or jet ski.

Been residents and Beach users for 30 years. Beaches are run VERY well and the priority parking for Picture pass holders is especially appreciated.

Bigger bar and more dedicated seating to eat/drink at Incline Beach given the BBQs are effectively shut down all summer long now.

Having food service during the Wednesday and Friday music hours would be important. Parking always an issue during summer peak days.

more parking for full time residents

updated grill and bathrooms

Limit the str access

foot washing station by the parking lot ... improved bathrooms ... uphold the no pop up rules and no paddle boards in the swimming area

Incline Beach restrooms could use an update- We are NOT a country club, we are a community -- Dump Schmidts, Dent and Tulloch- they are horrible - so detached from the pulse of our special community. Sorry for the rant...please don't block me from future votes. :)

Have an ice machine available where you can buy ice

Allow Incline Residents that do not have beach access to have access to our beach concerts and burnt cedar pool.

Food delivery on the beach would be awesome :)

We need more parking, or remote parking with a shuttle for residents and their guests. Find a way to circulate out those residents who take up the beach storage racks and never use their kayaks. Can you tag them and check to see who breaks the tag? You shouldn't be allowed to keep forever.

Our beaches are crowded enough with tourists, decreasing the tourists is what will help our beaches.

can residents go to the Hyatt's bar and beach service?

The incline beaches are not the airport or Disneyland. Please please keep any improvements simple

Can't ever use the beach...too crowded.

I am opposed to major food upgrades at either beach. I definitely oppose any major expenditures at Burnt Cedar

Open the BBQ's during low fire season

The new pool and kiddie pool are great and well-designed. The food at Burnt Cedar is pretty expensive. It would be helpful to have another "magic carpet" at ski beach for kayaks.

Getting Sara Schmitz and Matt Dent recalled would improve every aspect of IVGID

Leave it be. Keep the crowds down.

Parking priority for property owners.

Improve ski and incline facilities (Beach House, snack bar, etc) to be similar or better than Burnt Cedar

Keep the beaches family centered with children and their safety always a major concern.

The food this year really has gone downhill. Disappointing.

Enforce no smoking. Clearly identify smoking areas.

Please get the restrooms updated at Incline beach!

Thanks! It is nice having bar service in addition to the food.

The DRONE show was a waste of money. Please bring back fireworks and community fun.

Need new snack bar and bathroom facilities.

keep it simple, it is about the beach and not food or music.

As of today, food service cuts off at 4pm which is when the music starts on Wednesdays and Fridays. This is when we use the beach the most but we can't get food because it closes

Thanks for checking with the community.

Didn't enjoy drone show

Remodel of the remaining restrooms - like ski beach to allow for year round use would be excellent, while some remodeling would be good, and maintenance to address issues, we are not in competition with the Hyatt.

I do not believe building large food facility at the beach is the best use of our limited funds.

Ski beach needs more sand on volleyball court. Having a shower on bathroom for boat ramp would be nice. Increase car parking spaces is necessary- stop red zoning everywhere!

Aaron Katz sucks

Please fix the bathrooms at Incline Beach. I'm most concerned with having clean, accessible and functioning bathrooms (preferably year-round) over food service.

Need to improve the security during peak hours - esp 4th of July

Offer the preferred parking program daily, not just on weekends. Keep up the good work on enforcing the access restrictions.

Ski beach needs a complete revamp... it's been on the drawing board (for how long I can't begin to say).

The last time we were at Burnt Cedar (which was last summer), it was miserable trying to get into the water because it was too shallow to swim. We decided to not return even though we used to really like it. Hopefully the water level is higher now and the beach is now swimmable.

Beaches are so crowded in summer, so I rarely go there.

Having only photo id's cards using the parking lots on weekends is good and adding weekday would be excellent!

Build an awesome restaurant

More racks for kayaks, etc. for residents to rent. Bathrooms at Incline Beach are sorely in need of renovation.

More Parking or for picture pass holders only & beach chairs & loungers back plz

Let us bring our dogs just to hermit beach

Snack bar open later on music night

Require all boat trailers to be parked at Diamond Peak. Have Washoe County police enforce the rule. Parking boat trailers on the streets is a safety hazard and should be illegal.

PLEASE, PLEASE, PLEASE REPLACE THE BATHROOM FACILITIES. IT IS DISGUSTING!

Open up racks so residents can store kayaks, etc. I have been trying to get on the waiting list for years. It seems like it is a "who you know" thing an unfair. I spoke with someone who moved away and still has a rack.

LOVE the idea of something like the Nest at Incline beach!!!

Boat Pier with a bar; a lone eagle type restaurant. The Hyatt doesn't care about incline and we should replicate what they do so we don't use the Hyatt !

The Laser / Drone show were a lot of fun, but there were not enough food options (more trucks needed), the bathrooms were too far away (set up portable potties closer to the people). There was good stuff for kids, but a total miss for young adults. The music + dancing should have been continued after the laser/drone show for young adults and others to enjoy.

Get rid of Music on the Beach. Too many drunk people either driving home or riding their bikes.

keep beaches under our local control.

Reduce the number of visitors who come to Incline Village by eliminating short term rental property. In anycase, short term rental property should be against zoning regulations in residential areas.

HWY 28 is out of control and people to heed; pack-in / pack-out rather than leaving rubbish!!!

Bring the chairs back

Someday, IVGID needs to take the 'Bull by the Horns' and improve the launch facility. (I don't want to hear about TRPA) Needs a pier and a breakwater !

I understand it is still way too crowded. Heard postal worker who no longer lives here is getting rec pass. How is this possible?

separate pedestrian and car gate check

Keep it simple and family oriented. Raised two kids here (from birth) and miss the small town family feel... bringing the kids to the beach, spending the day with other families. It was the reason Incline Village was the perfect place to raise a family.

Reduce the price of entrance for guests of picture pass holders. Reduce the price of boat launch, I can launch unlimited at Sand Harbor with my \$30 annual senior NV state park fee. Seems like we have lost our way raising prices on everything for the people who own the venues!

Allow dogs to swim on the small beach east of the boat ramp from early morning to 10am and then after 5pm

Just thankful we did NOT do a fireworks show. This area is at great risk for fire and clearly the pollution and trash is untenable. Don't give in to the 'me, me, me' loud voices, the majority care about our safety and the environment

Beaches and gates need to be open at least through the END of sunset. Employees are locking gates before sunset in some cases (burn't cedar)

Brainstorm and select a system which prevents congestion and blocking of the streets by people accessing the beach venues. Perhaps a parking reservation system or expedited entrant processing system could be considered.

Open up one at least a portion of one of the beaches for picture pass holders to bring their dogs during limited hours.

No music.

LIMIT or Eliminate STRs on the beach

Healthier food options.

Why can't we have a variety of food and longer hours? Allow food trucks. Make a space for live music.

Better bathrooms, pedestrian entrance to beaches

These surveys are always written with a bias. Do better. Be more balanced and structure these questions better. Also, why does the "food options at the beach" and the "time it is served" have to be an either/or? Questions written this way make it clear no one is willing to get creative. You are limiting my options because you think they have to be limited. We have the best beaches on Tahoe, with the exception of Sand Harbor, and our buildings look run down and we have to pee in a port-a-potty. How is this even acceptable? Why isn't there a feet washing station so people don't have to bring all the dirt and sand into their cars? And why are we being short-sighted here instead of reimagining what thi could look like in 10 years? 20 years?

Keep the resident parking only.

Incline beach needs bigger restrooms, showers, bar and food facilities along with outdoor seating area.

Please bring back the fireworks!!!! Heard a rumor that ski beach will have an attendant Oct-apr. this doesn't make fiscal or practical sense. I know it isn't for summer...but no forum to make the request. Love music at the beach.

Picture-pass-holder-only parking in the lots.

The Incline Beach building needs to be replaced

Let's keep our food & drink options somewhat limited as to NOT attract non-residents!

Ban Sara Schmitz

Great to have beach amenities & improving ski beach bldg

Better restroom facility and better entry/exit/parking for picture pass holders only.

Better bathrooms at Incline Beach, more kayak, paddle board storage.

Based on the food and beverage report at the 7-25-2023 board meeting. The mountain golf course for the past 6 years had an average of \$91,000 in sales with only 18,000 visits. The sales at the beaches is \$300.000 with 180,000 visits. 10 times the visits yet only 3 times the sales when compared to the mountain golf course. Food at the beaches is not important.

I think it is a bummer on how early the beaches are closed and gates are locked. I love sitting there and watching the sunset and now I am worried I will get locked in! Bring back the Fireworks!!! Huge snow year, no drought. They are over water and we are not in CA!!!

I have continued to be amazed at the poor manners frequently on display in IV, especially during the summer. Perhaps we could consider more effort to somehow encourage people to clean up after themselves and leave their surroundings better than the way they found them.

Everything is fine as it is.

The beach is still too crowded. IVGID allows anyone who has a punch card to access the beach. But "IF" the name or parcel number of the resident was clearly printed on the punch card, there would probably be fewer instances of selling punch cards for profit. If the punch card displayed the parcel owner's name and parcel number, you could audit abusers.

Reservations with residents having priority?

Better restrooms

I'd suggest y'all make an effort to justify and communicate the validity of Flashvote and your use of it. What makes you believe this is a valid representation of our community?

Having no food options at the beach may cut down on beach visitors. Overcrowding is the reason I don't visit the beaches anymore.

Sadly, we don't use our beach facilities very frequently anymore because of the busyness/crowded atmosphere. Maybe add more kayak racks for residents.

I'm extremely opposed to the new beach pass policies. My niece her husband and two kids stayed with me for 2 nights and exhausted a beach pass. The pricing is way to high and does not allow me to offer family time at the beach.

I ran into a problem at burnt cedar, trying to come in from a paddleboard. We can only launch and come in on the left side of the beach. And a man, who said he had been there since 6 AM, I had all his paddle boards lined up so no one could launch or come in on the beach. I move the paddleboard so I could have a space to come in and it didn't go over well. Maybe a sign or some thing saying "please do not store equipment here. This space is for launching and coming in only."

Keep STR guests off the beaches but let residents and their families use them.

It would be great to have several wagons that can be borrowed at each beach and then returned.

Don't think a beach bar/restaurant is necessary. People know where to get food and drinks at both beaches.

As a long time local I've noticed the positive impact of the changes around beach access. The beaches have not been overcrowded this summer and it has been amazing. Thank you for making the changes you did. My beach experience is back to what it used to be. Positive.

Would love to see boat ramp improvements with a breakwater structure and loading and unloading docks. Maybe even a pier!

The new pool is great, but I'd like more food selection there.

Shuttle to the beaches or between beaches to reduce parking and traffic problems

Leave them alone. They're fine.

Residents should be able to access after hours.

Your question about lunch services first were trick questions and second didn't function so I could make a comment.

Leave the gates open until 10:00 PM on warm summer nights.

Please dont schedule community events on Sunday mornings

Different vibe at the beach.. trash not being picked up.. cigarette butts, etc. What happened to our community? Everyone seems to be angry and have an agenda? !!

Need to step-up security patrols at beaches as kids continually "jump the fences"....in large groups as they have no fear of being caught-

continue no fireworks on July 4 foot washing station Burnt Cedar would be nice, near bathrooms

Nice bathroom facilities to meet demand. It's embarrassing we have a row of port a potties, that seem to have been there for years.

Improve the punch card system. Make it easier to buy and print them online with scan codes or something.

Let's get back lounge chairs and change out out dated grills to gas grills that can be used in the summer months. Let's make this a quality beach!

Hyatt pier being available to us again is a good thing. It needs more exposure. Not everyone knows this. I only found out accidentally when I drove my boat over there and asked about it.

Keep the beaches clean, supervised , and serve simple but tasty and good quality food at a fair price.

Not an amenity, but parking is always a problem. What are you doing to alleviate this? Also, please get a device to clean the sand nightly.

Keep the Friday concerts.... Please keep reducing the amount of STR renters at the beach.

Paddle boards and equipment have been stolen from beach racks in the past so to improve beach facilities, the gates are locked year-round for us locals who store our equipment at the beach year-round.

As a full-time IV resident, we love all the recreation activities! Thank you for making them great. We often travel in the summer and rent our condo out. I am on a fixed income & this allows me to continue to live in Tahoe and make my life work financially. PLEASE provide more access to the beaches for vacation renters! This summer we were only allowed 3 additional punch cards with \$91, which can only allow 5 adults one day at the beach. We have wonderful, respectful renters and want to be able to offer them this very special beach amenity. Thank you!

Better quality food.

PLEASE FOLLOW THE BEACH DEED

I think the incline beach facility should be vastly improved (torn down and rebuilt)! (

none

I love the picture pass parking!!! Thank you, thank you

I have observed long lines at the food and drink facilities. Hire more help or figure out a way to be more efficient

Make the parking for picture pass holders only, all the time.

Limit access to residents and their ACCOMPANIED guests! No STR's, no tourists, no Hyatt guests. Limit all amenities (golf, rec center, as well as boat ramp and beaches) except Diamond Peak to residents only

Lane closures and road work on Mt. Rose Hwy and 28 makes a bad traffic situation much worse over 4th weekend. Perhaps see if Washoe could work around busy holidays?

Beach access should include employees. It's a big perk that attracts and retains staff. Let's show some gratitude and appreciation in such a simple and small way.

I think it is super important to have more bathrooms, along with more food options.

I am not sure why the bar or amenities close so early during the summer

I would like to see reasonably priced food with decent quantity. Skip the selling of alcoholic beverages.

Something like The Nest, but better food and decent prices. The Nest is expensive and not very good. The value is not there. If it's pricey, it should be delicious.

I'm happy with the amenities

Consider healthy food options , salads, grab-n-go ok with gluten free alternatives. Also would like to see local beer (Alibi Brewing) served at beach

Really enjoy the preferred parking for Picture Passholders Friday through Sunday. The beach staff has been especially friendly this year which is nice.

Recall Sara Schmidt and Mathew Dent!

Let's get on with the Diamond Peak Master Plan regarding adding summer amenities

Eliminate airB&B access to beaches, limit # punch cards to buy, I know some people sell them to outsiders, don't allow dogs in winter, dry poop goes in lake when snow melts. Ugg

Consider upgrading Snowflake Lodge at Diamond Peak.

We should utilize diamond peak in summer recreation activities.

improved ingress/egress at all beaches. current ingress/egress is dangerous and impedes summer traffic flow on Lakeshore.

As a home owner, my beach pass funds have been cut in about half. So, I object to the current policy and will do my best to change it

Pier and longer boat launch.

Rebuild the incline beach facility and raise it so the restrooms have enough force to stay flushing properly

Parking for Music on the Beach. Since it is now so popular and more people (than just residents) are being allowed in, the parking is horrible. Somehow, be able to assess how many boats are REALLY going to be taking spaces after 4pm and allow cars to park there.

The Hyatt is closing so we need more food and drink options at our beaches in the next couple of years

Not serving alcohol at BC pool

The punch card system is cumbersome and a lot to comprehend...let's overhaul it and make it simpler for everyone.

We should have much nicer bathrooms, food venue and bar at Incline beach. Burnt cedar and Ski beach bathrooms are nice and I clone beach bathrooms and vendor area should be nice too. Also, if we could have separate pedestrian, bike, and vehicle entrances at all beaches, it would be much safer for everyone, especially children. We should be encouraging bike and pedestrian access to the beaches as much as possible so less people have to drive.

Grading the picnic area of Burnt Cedar beach

Simpler punchcard pricess

It would be great to have food service at Incline Beach during live music on Wednesday and Friday.

Before we consider expanding features that might draw more people to our beaches during peak periods, we need a plan to better manage those numbers and the related parking and traffic issues.

The amenities are really great as they are! It might be nice in the summer if we could bring dogs down to the beach before 9am.

We can't be all things to all people, especially when fewer people want to work and it's hard to find employees. Our local groceries and deli's already offer grab & go options and will develop "picnics to go" if there's demand. Focus on the property and the physical assets. From what I understand, beach food & bev loses money. Think more gas station setup than fast food - canned beverages, bagged snacks and candy. Self-service so minimal staffing is required and it's quick for customers.

Bring back the beach chairs

I like stricter admission policy.

We have great restaurants in Incline. Let them provide food supported by a reasonable delivery service...not like the crazy price Azzara's charges

Love the picture pass parking. I wish it could be enforced from July 1st through Labor day, seven days a week. That would make locals and homeowners very happy!

Family parking in the beach lot with a 2 hour limit. Families with infants and PreK kids only go to the beach for a short time and walking long distances is a huge burden for them.

Beach bar should close 1/2 hour later on music nights.

Figure out a way to keep gates open all the time so that kayaks/canoes can be unloaded at the beach rather than carrying them all the way from the entrance shack! We usually use Sand Harbor because our own beach access is so difficult

None

We should use the Diamond Peak Ski area during there spring/summer/fall timeframes for the dog park and for other activities. That is a great space and should be utilized.

Fewer AirBnb (and other short-term) renters should be allowed to use our community beach.

I think you folks do a good job- Might have made more to-do about tax rebate vs punch cards to have avoided folks not "getting it"

Please bring back Incline Village's long standing tradition of fireworks!

Limit the capacity of non-residents

The hyatt nest is a one season use of that building

The sand at Burnt Cedar is superior to that of Incline. I don't know if this could be rectified. Incline beach might just need to be "groomed" to loosen it up and clean it of debris.

Where are the lifeguards? Is there anyone that monitors the beaches during the day for violations? There have been pop-ups at water edge, dogs at the beach, etc.

Beach access should be reviewed to limit STR and multi owner properties from having almost unlimited access. Incline beach is becoming a "Zoo"!

Please limit beach access to residents. Our beaches should not be used by vacation rental customers!

I don't think we should try to compete with Hyatt. Our snack bar needs an upgrade for sure. Maybe a hybrid of a "restaurant" and snack bar. Let's renovate the structure and add more picnic tables..You can offer sit down service or walk up. This could attract people who aren't at the beach but where would they park? Please think through this carefully and be prudent with your spending. The golf course is losing F&B revenue so shouldn't we address that before adding/enhancing another food venue?

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M E M O R A N D U M

TO: Board of Trustees

FROM: Michaela Tonking
Trustee

SUBJECT: Community Forum/ Town Hall

DATE: August 25, 2023

The Board of Trustees to discuss scheduling a **“Community Forum/ Town Hall”** meeting, to establish the subject matter, date, time, and place.