

# NOTICE OF MEETING

The Regular Meeting of the Incline Village General Improvement District (IVGID) Board of Trustees will be Held Starting at 4:30 PM on October 30, 2024 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public Comment is allowed and Members of the Public are Welcome to Provide Public Comment via Telephone at (877) 853-5247 (the Webinar ID will be Posted to the IVGID 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 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:** Verbal Update to the Board on the CLGF and the Districts Steps Moving Forward.  
(Requesting Staff Member: Interim General Manager Karen Crocker)
- F. CONSENT CALENDAR (for possible action)
1. **SUBJECT:** Approval of the Board of Trustees Meeting Minutes for July 31, 2024. (Requesting Staff Member: District Clerk Heidi White) – **pages 4 - 107**
2. **SUBJECT:** Approval of the IVGID Board of Trustees Town Hall Meeting Minutes for September 24, 2024. (Requesting Staff Member: District Clerk Heidi White) – **pages 108 - 145**
3. **SUBJECT:** Review, Discuss and Approve the Services Agreement with CC Cleaning Service, LLC for the Janitorial Services at the Recreation Center for FY 2024/25 in the Amount of \$77,168. (Requesting Staff Member: Interim General Manager Karen Crocker). – **pages 146 - 182**

*Recommendation for Action:* That the Board of Trustees make a Motion to:

1. Approve the Services Agreement with CC Cleaning Service, LLC for the Janitorial Services at the Recreation Center; FY 2024/25 Community Services; Recreation Center in the Amount of \$77,168; and,
2. Authorize the Interim General Manager to Execute the Agreement.

## 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](mailto:info@ivgid.org)

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4. **SUBJECT:** Review, Discuss and possibly Approve an Agreement with Get Ski Tickets LLC for AI Chatbot Services for Diamond Peak Ski Resort's Website, for an Amount Not to Exceed \$8,400. (Requesting Staff Member: Marketing & Communications Manager Paul Raymore) – *pages 183 - 198*

*Recommendation for Action:* That the Board of Trustees make a Motion to Authorize Staff to enter into an Agreement with Get Ski Tickets LLC for 2024/25 Fiscal Year AI-Chatbot Services for the Diamond Peak Ski Resort Website, for a Not to Exceed Amount of \$8,400.

G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Review, Discuss and Approve Extending the terms of the Professional Services Agreement for Janitorial Services at Various District Venues; in the Amount not to Exceed \$106,261.83 (Requesting Staff Member: Director of Public Works Kate Nelson). – *pages 199 - 204*

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

1. Approve Task Order #2 of the Agreement with Alta Vista Janitorial, Inc. for Janitorial Services at Various District Facilities in the Amount not to Exceed \$106,261.83; and,
2. Direct the Interim General Manager to sign and execute the agreement.

H. GENERAL MANAGER SELECTION - Interview of Candidates to Begin at 5:00 PM or soon thereafter.

1. **SUBJECT:** Interview Candidates Ana Cortez, Karen Crocker, Robert Harrison, Blaine Oborn and Kent Walrack for the IVGID General Manager Position; Discuss and Potentially Select a Candidate for Appointment to the General Manager Position and Possibly Select an Alternative Second Choice; Discussion and Direction to Staff and Legal Counsel Regarding Negotiation of Employment Contract for the IVGID General Manager Position. (Requesting Staff Member: Director of Human Resources Erin Feore) – *pages 205 - 145*

*Recommendation for Action:* Following the Interview Process with the General Manager Candidates, the Board of Trustees make a Motion to:

1. Designate a Selected Candidate and, Possibly, Designate a Second Choice; and
2. Direct Staff and Legal Counsel to Complete the Negotiation of the Employment Contract for the Newly Hired General Manager.

I. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)

J. BOARD OF TRUSTEES UPDATE

K. FINAL PUBLIC COMMENTS - Limited to a maximum of three minutes in duration.

L. ADJOURNMENT (for possible action)

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# NOTICE OF MEETING

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## CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 AM on Thursday, October 24, 2024, a copy of this agenda (IVGID Board of Trustees Session of October 30, 2024) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 213:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID's website ([www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas](http://www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas))
3. State of Nevada public noticing website (<https://notice.nv.gov/>)
4. IVGID's Recreation Center (980 Incline Way, Incline Village, Nevada)

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

/s/ Heidi H. White

Heidi H. White

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

***IVGID Board of Trustees: Chair Sara Schmitz, Vice Chair Matthew Dent, Treasurer Raymond Tulloch, Secretary Michaela Tonking, 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](http://www.yourtahoeplace.com); go to "Board Meetings and Agendas".*****

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1 C. INITIAL PUBLIC COMMENTS  
 2 MS. GURSKY: First I want to say thank you  
 3 for listening to my granddaughter speak at your last  
 4 meeting. Unfortunately, she's not able to be a  
 5 speaker tonight. But I just want to remind you,  
 6 we're a family that's been here in Incline for  
 7 18 years. And I just want to reiterate some of  
 8 what's been going on with us with the IVGID passes  
 9 and kind of explain what the current system with  
 10 Ordinance 7 means to us.  
 11 Before I do that, I do want to do a thank  
 12 you to Michaela for reaching out to me and talking  
 13 to me about the way we're feeling, and also to Harry  
 14 Swenson because he spent quite a bit time talking to  
 15 us about the problems we're facing. He's currently  
 16 running for the school board.  
 17 The way Ordinance 7 is set right now for  
 18 our family, we have five household picture cards  
 19 with full access, and that's what we've always had  
 20 in the 18 years we've been here. We don't have an  
 21 issue with this. These go to the golfers in our  
 22 family.  
 23 Okay. Then under Ordinance 7 right now,  
 24 we have three -- we could have two -- Picture cards  
 25 with being able to get into the beach, but not being

6

1 able to have any guests. And so these three cards  
 2 are going to myself, an owner, to the other female  
 3 owner, and to my daughter-in-law, the daughter of  
 4 the other owner. We can't get our own grandchildren  
 5 into the beach. And if we come up to here to Tahoe  
 6 with our friends, we can't get them into the beach  
 7 either. And I know we can have punch cards, but we  
 8 can have two for the entire beach season, and those  
 9 two passes will allow ten guests into the beach for  
 10 the entire summer, and they're not renewable.  
 11 Then I became aware that you have a  
 12 situation where you can allow a place like Incline  
 13 Lodge for their guests who are not Incline  
 14 homeowners or members of this community, they --  
 15 each person that stays in their hotel can have four  
 16 passes to the beach. If you multiply 38 rooms times  
 17 4, they can technically have 152 non-residents on  
 18 the beach, and the other day they were completely  
 19 full.  
 20 So my suggestion is that you have those  
 21 three cards back in the way they were so that we can  
 22 get guests into the beach, and that you also have a  
 23 special card, just like you had a special card for  
 24 them, to allow the extended members of our family to  
 25 be able to pay at the beach and have their guests

7

1 come into the beach also.  
 2 And just a little quick thing about your  
 3 family tree, the yellow is what our family -- what  
 4 we have on your level one of the family tree. We do  
 5 not having any living parents, the owners don't, we  
 6 have -- that's it, so thanks. And we did buy  
 7 tickets to support scholarships.  
 8 MR. DOBLER: Cliff Dobler, 998 Fairway.  
 9 On Sunday, I sent to each you a memo on  
 10 poor budgeting and lack of board approval for  
 11 several capital projects. I hope you have read it  
 12 and can see a total lack of internal controls. Here  
 13 are some additional items needing attention:  
 14 In June, 2021, awhile back, it was  
 15 discovered that all interest earned from cash  
 16 deposits at the recreational venues and utility  
 17 funds were being reported as general service  
 18 revenues. As a result, 490,000 was improperly  
 19 accounted for in the general fund. The Audit  
 20 Committee requested that the interest earned for  
 21 2019 and 2021 be reclassified. It was never done.  
 22 In 2020, the District was required to  
 23 repair approximately 1,000 linear feet of effluent  
 24 pipeline, costing 1.2 million, and to install air  
 25 pressure relief valves, costing 643,000, both

8

1 required to satisfy requirements of an order by the  
 2 Nevada Department of Environmental Protection.  
 3 These improvements are abandoned and should be  
 4 charged off.  
 5 In 2022, several design costs of 1.2  
 6 million were capitalized. Under recommendations  
 7 from Moss Adams, these costs should have been  
 8 expensed and treated as prior period adjustments.  
 9 To avoid immaterial misstatement, IVGID staff  
 10 classified only 800,000 as current operating  
 11 expenses, which was improper, thus falsifying the  
 12 financial statements.  
 13 In fiscal 2023 without the required NRS  
 14 board approval, the general fund lent the internal  
 15 services fund 585,000, which has not been repaid.  
 16 If February of 2023, IVGID staff reported  
 17 all carryover projects as restricted funds. Any  
 18 restriction must have board approval which was not  
 19 obtained. In addition, no 14 in the CAFR misstated  
 20 the restriction as unrestricted. I don't know why.  
 21 For several years, IVGID staff has failed  
 22 to report the facility fee for the community  
 23 services and beaches as non-operating revenue, but  
 24 has continued to report such fees as operating  
 25 revenues in violation of GAAP and the Moss Adams

9

1 recommendations.

2 In April of 2025, IVGID staff provided a

3 revised budget of 8.1 million for the effluent

4 storage tank. The Army Corps of Engineers is

5 providing a 5.7 million grant, leaving IVGID

6 responsible for only 2.4 million. In 2023, the

7 IVGID budget was 3 million, so the 600,000 of excess

8 budget should have been returned to fund balance.

9 The largest unresolved issue are the 30

10 memorandums on accounting regularities which I had

11 produced during my Audit Committee tenure.

12 Resolutions have not been done. I attached the

13 letter I sent to you on Sunday.

14 CHAIR SCHMITZ: I have a question for my

15 fellow trustees. Did anyone receive Mr. Dobler's

16 email?

17 TRUSTEE TULLOCH: I did.

18 CHAIR SCHMITZ: I need to follow up

19 because yours is now the second email that I found

20 out that I did not receive.

21 TRUSTEE TONKING: Mr. Dobler's email was

22 having problems going through my email about

23 six months ago. I would reach out to IT.

24 CHAIR SCHMITZ: I will follow up. If you

25 could, when you acknowledge, then I know that I

11

1 at a cost of 500 -- 55 to \$60 million.

2 Our little condo association down the

3 corner here has seen our water bill go this month

4 from about \$500 a month to \$788. Plus from what

5 I've heard in the grapevine, we can expect the

6 association's bill to go to 1,000 within two years.

7 Oh, yes, and what about Mr. Magee's

8 wonderful barbecue for employees? As his swan song,

9 Magee arranged for his pal in California to spend

10 \$17,000 on an employee luncheon at Diamond Peak.

11 Plus we had to pay Mr. Magee's buddy, Collett, an

12 additional \$4,800 in travel costs. As if his

13 overblown salary was not enough, he had to sick it

14 to the taxpayers even more. Do I smell corruption

15 here, Mr. Magee? I would love to be a fly on your

16 wall looking at your recent bank statement,

17 Mr. Magee.

18 In the wake of the RubinBrown report, the

19 staff under Ms. Heron issued a 16-page report in an

20 apparent attempt to trash the damning findings in

21 the report and blow smoke up the anal tract of our

22 trustees. But the report remains as a solid

23 testimony to corruption and fraud at IVGID staff's

24 dishonesty.

25 You folks diddle around on nonsense like

10

1 missed things. I have not seen the email.

2 MR. ABEL: Michael Abel, 900 Southwood.

3 My comments today are to address the

4 question of why do we need a Board of Trustees when

5 IVGID staff does whatever the heck they want?

6 Fact: For the Mountain Golf cart pathway

7 renewal project, the staff, without any Board

8 approval, spent \$102,000 over the authorized budget

9 amount for that project. This by unapproved

10 contract amendment. The budget for the Mountain

11 Course tree removal and cart paths was \$550,000.

12 Taxpayer cost: 1.5 million.

13 Again, no Board approval of a huge cost

14 overrun of almost \$1 million.

15 Let's talk about the effluent pipeline.

16 Way back in 2010, the Board authorized water rate

17 increases of 2 million a year for the project with

18 then-estimates of the replacement then costing 23

19 million. The Army Corps of Engineers said build a

20 new parallel pipeline in the roadway, but our

21 brilliant boards run by Callicrate, Wong, and, yes,

22 even Mr. Dent here, diddled around for years with

23 the ideas like slip lining and co-location in a new

24 bike pathway. Bottom line, the pipeline which

25 should have been finished in 2020 is still underway

12

1 the stupid Lila Lapanja this evening while your

2 staff and Magee spend millions blowing smoke up your

3 posteriors.

4 And, you, Ms. Tonking, and Mr. Noble, do

5 you and your candidate friends have the desire to

6 fix the IVGID mess? No.

7 And you, Ms. Schmitz, why don't you just

8 quit now? With your home listed for sale and your

9 future investment in our community apparently at

10 zero, your legacy is to leave us with --

11 (Expiration of three minutes.)

12 MS. MILLER: Good evening.

13 Facility fees should be for facilities.

14 Please throw to whole convoluted document on the

15 pricing policy away and start over. The plan for

16 pricing for the District venues is ridiculously

17 complex, inconsistent, and unfair. It memorializes

18 the flawed concept promoted by GM Bill Horn of using

19 a EBITA, that's earnings before interest, taxes,

20 depreciation, and amortization, to measure financial

21 performance, setting facility fees to cover

22 depreciation and amortization, and only a suggestion

23 that operating revenues cover the remainder of

24 expenses -- and remember, no taxes -- and, of

25 course, they never do.

13

1           Guess Horn never heard Warren Buffet's  
 2 criticism of EBITA. Does management think the tooth  
 3 fairy pays for capital expenditures? No way. Also  
 4 he says if you look at all the companies and split  
 5 them into companies that use a EBITA as a metric and  
 6 those that don't, I suspect you'll find a lot more  
 7 for fraud in the former group. Hum.

8           Yet that is, in essence, what IVGID is  
 9 still doing to set user fees. It places the burden  
 10 of all capital expenditures plus any deficiency in  
 11 operating revenues on the property owner, not the  
 12 tooth fairy, whether or not they use the venue. It  
 13 perpetuates the lack of incentive to make our venues  
 14 run efficiently. It makes a venue that serves many,  
 15 like ski, subsidize the costs of a venue that serves  
 16 a relatively few: golf.

17           We could simplify this whole thing by  
 18 adjusting prices to market rates and giving Picture  
 19 Pass holders a consistent discount off that rate  
 20 whether it's golf, ski, facilities, the Rec Center,  
 21 the beaches. Just our way of saying thank you for  
 22 funding all these venues.

23           In the private sector, these businesses,  
 24 if they're well run, manage to make a profit. Our  
 25 businesses don't have to pay taxes, no property tax,

14

1 no income tax. They don't have to pay or charge  
 2 sales tax on goods they buy or sell. Knowing that  
 3 IVGID's costs are substantially lower than its  
 4 competitors, they should easily be able to charge  
 5 fees even with resident discounts that result in  
 6 breakeven or profitable financials. Parks may be  
 7 the one exception, and should be limited in funding  
 8 to what's provided by group rentals and fees and  
 9 IVGID's nearly \$4 million in property and C taxes.  
 10 As you know, the enterprises have to reimburse  
 11 anything they use.

12           We deserve efficient use of the facilities  
 13 we've funded. Let the market determine user fees  
 14 and give an equitable discount across all IVGID  
 15 venues. If the District can't survive without  
 16 facility fee subsidies, something is terribly wrong  
 17 with the way the venues are operated.

18           MR. KATZ: Good evening. Aaron Katz,  
 19 Incline Village. I have several written statements  
 20 I've given over to the table there to be submitted  
 21 and included in the written minutes of this meeting.

22           Well, what's wrong with the District?  
 23 Everything. Absolutely everything. I'll speak of  
 24 three subjects.

25           First one I call "freebies for another

15

1 taker in our community who refuses to pay the cost  
 2 to recreate here like the rest of us," because she  
 3 wants to represent another country in the winter  
 4 Olympics. Thank you, Slovenia. And the fact that  
 5 Paul Raymoore gives her the time of day and then  
 6 concocts disingenuous arguments in support bodes for  
 7 his termination. By the way, he's going around town  
 8 telling people he's the director of marketing when  
 9 he's not the director of marketing. So whoever he  
 10 hobnobs thinks he's more important than he really  
 11 is.

12           Turns out, we didn't need Tim Kelly  
 13 either. I've heard he's left the Rec Center. Turns  
 14 out, we didn't need Ronnie Rector either. I've been  
 15 informed she's gone from Public Works. And tonight  
 16 I heard -- I hope you'll verify this, Sara -- that  
 17 Pandora Bahlman's going. If that's true, I mean,  
 18 we're doing a hell of a job in getting rid of the  
 19 poor employees we've had here for decades, and maybe  
 20 now we can start cleaning things around.

21           Which leads me to Susan Herron. Her  
 22 little stunt with this memoranda trying to  
 23 marginalize the RubinBrown report. Who does she  
 24 think she is? Who told her to do this? Who is  
 25 supervising her? She deserves to go.

16

1           And now we turn to Mr. Magee, who I had  
 2 all these positive hopes for, and his \$25,000  
 3 barbecue. I don't know what happened, but here's  
 4 what I'm guessing, it's only a guess what happened:  
 5 This guy Collett is a buddy of his, they're both in  
 6 an organization of Pit Masters in Kansas City, and  
 7 his buddy needed some cash, so Mr. Magee told him,  
 8 well, here's an opportunity for you. So they  
 9 provided a barbecue dinner, I'm guessing is worth  
 10 about \$7.50 and charged us \$50, and we paid \$25,000  
 11 out of our rec fee.

12           We got people who can't afford insurance.  
 13 You've doubled the water bill. Your taxing us  
 14 400,000 on trash. People that play golf won't even  
 15 play at the Champ Golf anymore because it's too  
 16 expensive. You've overpriced The Grille and  
 17 destroyed the menu. You gave away \$10,000 of our  
 18 rec fee for fireworks, and I get a buck-sixty-seven  
 19 hamburger at the beach. There's something really  
 20 wrong here. Fix it.

21           Thank you.

22           MR. NOLET: Chris Nolet, full-time  
 23 resident, former chair of the IVGID Audit Committee  
 24 through February of '24.

25           I want to comment on the RubinBrown fraud

17

1 report tonight. One of the major problems with the  
 2 report that we raised during the scoping process  
 3 when I was still on the Audit Committee is they  
 4 never defined fraud, but yet they concluded they  
 5 didn't see any. Well, that's utterly ridiculous.  
 6 So they identified 16 areas of high risk  
 7 of potential fraud and abuse. That's staggering.  
 8 And they said there was no tone at the top with  
 9 regard to leadership to mitigate these risks. That  
 10 more than validates what some of us said last  
 11 summer.  
 12 And for anyone, including Mick Homan, to  
 13 say that a \$7-million difference between book and  
 14 the bank recs is not fraud is utterly  
 15 unconscionable, CapEx, as Mr. Dobler has been saying  
 16 for years, unable to reconcile the ledger to the  
 17 general ledger.  
 18 Mick, last year, said I was spreading  
 19 hysteria. The findings from this report are much  
 20 worse than I ever suggested. So, Mick, I accept  
 21 your apology.  
 22 With these findings, there's likely no '24  
 23 audit, as I suggested a couple meetings ago, there's  
 24 likely no '23 audit being completed.  
 25 Any of these assertions I'm making

18

1 tonight, if I'm wrong, please correct me, and I'll  
 2 be happy to correct my public comments in the  
 3 future.  
 4 As I explained during two tutorials  
 5 last year, the fraud definition that everyone should  
 6 have been working with was statement of auditing  
 7 standards number 99, auditor's consideration of  
 8 fraud in a financial statement audit. Of course  
 9 these results represent fraud under that standard.  
 10 And Michaela can validate that at some future date  
 11 with you on a private session.  
 12 But to say -- as many have said, well,  
 13 there's a lot of risk of fraud but there isn't any  
 14 fraud it is utterly ridiculous.  
 15 I'd also like to point out that in  
 16 February of 2024, I suggested very strong in a very  
 17 difficult phone call with some of the board members,  
 18 at least one, that promoting Bobby to GM and  
 19 promoting Adam Cripps to acting DOF was going to  
 20 result in both of them failing, which here we are,  
 21 they have. I don't know where Adam is. Maybe he's  
 22 on a LOA, but certainly the zero-based budgeting  
 23 process was a debacle, to say the least.  
 24 In conclusion, I said on March 28th, 2024,  
 25 there will be no '23 audit and likely no '24 audit,

19

1 so please work with Jennifer Farr, squeeze this  
 2 conclusion out of her, and save your money.  
 3 And as far as the management rebuttal  
 4 went, completely unacceptable, but it wasn't vetted  
 5 with the General Manager.  
 6 And I'll just point out lastly -- I guess  
 7 I won't point out lastly.  
 8 Thank you.  
 9 MR. SWENSON: Good evening. My name's  
 10 Harry Swenson. I'm a candidate for trustee in this  
 11 community. I'm a full-time resident and live on  
 12 lower Tyner.  
 13 I come to the Board to bring to your  
 14 attention something that is potentially affecting  
 15 everyone in our community that enjoys a good meal at  
 16 our local restaurants. For some reason, our  
 17 long-standing restaurants like Bite, Crosby's, and  
 18 many others are being required to replace their  
 19 grease traps to a tune of 100- to \$200,000. This  
 20 will potentially force some of our favorite  
 21 establishments to close.  
 22 I know that Washoe County has required new  
 23 restaurants to update their grease traps during the  
 24 original permitting process, which is a cost of  
 25 doing business and understood cost. But to force an

20

1 existing restaurant, small business, with an  
 2 unexpected 100- to 200,000 bill can be devastating.  
 3 I think we need to be more judicious in saddling our  
 4 existing businesses with a huge, unexpected cost.  
 5 And I know that our local businesses work very hard  
 6 to stay afloat, and I would hate to lose any of the  
 7 limited places we have to dine for this reason.  
 8 I hope you can find ways to mitigate this  
 9 impact.  
 10 Thank you for your time.  
 11 MS. JEZYCKI: Good evening. Michelle  
 12 Jezycki, full-time Incline resident and candidate  
 13 for IVGID trustee.  
 14 I wanted to take a moment to comment on  
 15 the Policy 142, res 1898 on personnel management.  
 16 Reading the policy was both insightful as well as  
 17 ironic, particularly Section E on retention and  
 18 valuing a long-serving staff, and D, intervening  
 19 with personnel matters that are in the jurisdiction  
 20 of the GM.  
 21 Now as to the recommendations being made,  
 22 I think having a board member on the interview panel  
 23 of a senior management position makes good sense.  
 24 I'm curious if removing the mention of a senior  
 25 management team was intentional as the edits have



<p style="text-align: right;">21</p> <p>1 cleaned the policy of the term entirely. Is the  2 senior management team no longer going to exist?  3           As an HR professional myself, I'd say  4 requiring senior internal positions to be posted  5 externally as well as internally can be an  6 inefficient practice and is not transparent,  7 particularly to an outside candidate if we, indeed,  8 have a viable and strong internal candidate. Such  9 practice can dissuade future external applicants  10 from applying to future opportunities.  11           Of greatest concern about the updates  12 being recommended is the right of the Board to  13 override or veto the GM on these hire selections. I  14 believe this sends the wrong message to the GM. If  15 we hire a qualified GM, there shouldn't be an  16 issues, especially when having a trustee or trustees  17 sitting in on interview panels.  18           I would also be curious to know if the HR  19 department had the opportunity to review the comment  20 on those recommendations. If not, again, I would  21 lean on your professionals in that office for items  22 such as this. It seems to me that there are more  23 edits that need to be made before this is ready for  24 a vote. The justification says it does not change  25 the role of the GM. I disagree. Particularly</p>	<p style="text-align: right;">22</p> <p>1 having the GM report on all versus major personnel  2 issues.  3           Regarding food and beverage agenda item,  4 yes, the Beach House needs a facelift. We all know  5 this. It's been discouraging to see the project go  6 from 4 million to ballooning to to 16-plus. I think  7 we need to go back to the drawing board. We don't  8 need a sitdown restaurant or a cafe. As the stats  9 in the report today show, it operates for less than  10 90 days a year or three months out of year. It  11 doesn't make a sound investment.  12           The food truck idea seems a bit late on  13 the game and impractical given the cost outlined in  14 the limitations of such an operation.  15           We do need to bring the kitchen up to date  16 with new, perhaps more efficient appliances, greater  17 ventilation for the staff, and perhaps additional  18 storage for supplies to make the operation more  19 efficient.  20           I understand we hired a food and beverage  21 consultant shortly after Mr. Sands was hired. I  22 would be curious to hear what he or she had to say  23 as it pertains to the Beach House concessions.  24           The bathrooms, I believe, are the same  25 ones we used when we moved here in the 70s, and</p>
<p style="text-align: right;">23</p> <p>1 clearly need updating and reconfiguring to maximize  2 the space and number of people it accommodates.  3           I'd like to see the District drop the  4 access gate idea altogether. We don't need to lock  5 people out, particularly in the winter, which is  6 when this idea was broached as a recommendation.  7           Thank for you your time, and I wish you a  8 productive meeting.  9           CHAIR SCHMITZ: Are there any other public  10 comments here in the room? Seeing none, do we have  11 any online?  12           MS. KNAAK: Hi. Yolanda Knaak, full-time  13 resident, Incline Village.  14           I just wanted to -- first of all, I was  15 very unhappy to hear about the \$7-million deficit at  16 the audit. I think we need to really look at the  17 management of our funds. Very disappointed in the  18 mismanagement.  19           I do want to thank the three people that  20 voted for that audit, Chair Schmitz, Vice Chair  21 Dent, and Trustee/Treasurer Tulloch. I want to  22 thank you.  23           Also, as we start thinking about who we're  24 going to vote for IVGID trustee, we need to look at  25 people that will manage the finances of our IVGID.</p>	<p style="text-align: right;">24</p> <p>1           Thank you so much. Bye.  2           MR. WRIGHT: Frank Wright, Crystal Bay.  3           I'd like to speak about the dissertation,  4 the letter, or the rebuttal of the forensic audit  5 report by our staff. Let me try to clear up and  6 make it very clear as to how this came about. Bobby  7 Magee is on vacation, let's take advantage of the  8 situation as a staff. Susan Herron, a cancer in our  9 society, concocts this long letter, she wheels in  10 some unknowing and unsuspecting management team  11 members, and they put together this absolutely pile  12 of garbage trying to defuse how important the audit  13 really is and how much damage the audit really has  14 done to this district.  15           The audit has exposed everything that I  16 have been saying for 12 years, 12 years I've been on  17 this, telling people that this place is upside down,  18 so poorly run, it's just not right, and we need to  19 fix it.  20           We need trustees who understand that they  21 are here to manage our district and get the most  22 value for the dollar for all our residents.  23           The problem we have is we elect these  24 trustees who have self-serving motivations, they  25 want to represent the golfers, and the golfers put</p>

25

1 forward these people who have no business being  
 2 trustees because they have no interest in doing what  
 3 is right. They have interests in only keeping the  
 4 gravy train rolling for themselves.

5 We have people that run for office who do  
 6 not belong in the trustee position, any size, shape,  
 7 or form, they're not capable, not qualified, and  
 8 they don't understand what's going on. They come  
 9 out of nowhere and somehow get the golfers and the  
 10 golfers wives and all the people that are  
 11 interesting in maintaining the stealing of the  
 12 golfers' tee times and the low golf rates, they put  
 13 these people in power.

14 Well, if you keep doing that, community,  
 15 we're going to keep ending up with trustees who are  
 16 not too bright.

17 Ms. Herron, after she got her report  
 18 finished, she calls a community member, and he asks  
 19 for a public records of that report so he could post  
 20 it on social media. I believe that is collusion  
 21 within the District to undermine the trustees,  
 22 undermine the report, undermine our district, and  
 23 our General Manager should fire her on the spot for  
 24 participating in something like that and organizing  
 25 it. It was her alone that did this.

26

1 As far as the audit and our money that's  
 2 missing, well, I wonder went it all went to. How  
 3 are we going to find out, Mr. Noble? Are we going  
 4 to have a real big investigation, Mr. Noble?

5 The people who show up and speak against  
 6 those who know what's going on are all recruited by  
 7 Susan Herron.

8 (Expiration of three minutes.)

9 MR. SIMON: Hi. My name is Jay Simon. I  
 10 live on Golfers Pass Road here in Incline.

11 I want to make a few comments on the  
 12 Board's club policy discussion at the last meeting.  
 13 First, as to Trustee Dent's statement referring to  
 14 golf clubs as "the current free-for-all we have," I  
 15 have to take issue with that statement.

16 First, the relationship between the golf  
 17 course and golf clubs is one of the best and most  
 18 mutually beneficial public/private partnerships I've  
 19 seen. The organization and administration of golf  
 20 clubs by management at the golf course and  
 21 volunteers of the clubs is outstanding.

22 Second, as to Trustee Schmitz's comment  
 23 that first we need to determine what problem we're  
 24 trying to solve, begs the question: Is there really  
 25 a problem?

27

1 I agree there is some cleaning up to do as  
 2 to new clubs and a few other items, but, quite  
 3 frankly, you guys are making this much more work  
 4 than necessary.

5 Last, I need to stop the perception that  
 6 golf clubs are getting advantageous pricing. Club  
 7 members pay the same prices as other Picture Pass  
 8 holders and utilize staff services at a level  
 9 consistent with the number of rounds they're buying.

10 On another topic, I have a few comments on  
 11 the pricing policy you're discussing tonight. To  
 12 me, this is extremely theoretical, and I don't know  
 13 how you can implement this policy without modeling  
 14 out the numbers. Also, as they say in accounting,  
 15 garbage in/garbage out, so it can only be used if  
 16 the underlying data is accurate.

17 Finally, on page 277 of 348, Trustee  
 18 Tulloch, I think, is proposing to change resident  
 19 golf course pricing to the full cost of services  
 20 from operating costs. This is a big change, and you  
 21 have to model all this out or you'll have no idea  
 22 what you ultimately are voting on.

23 Thank you.

24 MR. BELOTE: That was our public comment  
 25 in the Zoom queue.

28

1 CHAIR SCHMITZ: Thank you. That will  
 2 closeout agenda item C. Moving on to D.

3 D. APPROVAL OF THE AGENDA

4 CHAIR SCHMITZ: Are there requests for  
 5 changes to the agenda?

6 TRUSTEE TULLOCH: I'd like to request  
 7 items F 5 and F 6 to be moved from the consent  
 8 calendar. I have a couple questions about them.

9 CHAIR SCHMITZ: Any other? I have a  
 10 couple of things as it relates to item 6. I, too,  
 11 would like to have that moved, so you and I are in  
 12 alignment there. We're going to move it to the last  
 13 agenda business item.

14 MR. MAGEE: I just wanted to make a couple  
 15 of comments on G 2. I wanted to note that Assistant  
 16 Director of Finance Cripps is not here tonight, and  
 17 so I'm a little unsure of what this item  
 18 particularly is because I have not been able to  
 19 reach him.

20 If the Board wishes to have some  
 21 discussion about that, you can certainly leave that  
 22 on there. I would suggest we push that item back to  
 23 the next meeting as well.

24 And then also, Mr. Sands is not here  
 25 tonight, and I am recommending that the Board pull

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1 item G 5, as he would not be able to make his  
 2 presentation or answer any questions and push that  
 3 to the next meeting as well.  
 4 CHAIR SCHMITZ: How about item 6? If  
 5 you're doing that with 5, are you doing that with 6?  
 6 MR. MAGEE: That item has -- yes, we're  
 7 also recommending that one being moved to a future  
 8 agenda.  
 9 CHAIR SCHMITZ: I'll summarize this the  
 10 best I can when I have all of this in.  
 11 Are there any other recommendations for  
 12 changes?  
 13 Seeing none. To your point, Mr. Magee, on  
 14 the capitalization policy, I would like to leave it  
 15 just for a brief discussion by the Board because I  
 16 know there's some items that we had all given  
 17 feedback on before you and Mr. Cripps were here, so  
 18 it's an opportunity to hear from the Board.  
 19 But in instead of -- what will do is we  
 20 will defer item 5 and item 6, we'll defer those to  
 21 an upcoming meeting.  
 22 And then as it relates to consent item 4,  
 23 did you, Trustee Tulloch, did you request -- I'm  
 24 requesting that that be deferred. The reason why  
 25 I'm requesting it's deferred is because in speaking

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1 with legal counsel, the contracts are not included.  
 2 And it is the policy that all contracts are brought  
 3 before the Board, so that item does not -- it is not  
 4 complete.  
 5 In addition, I've asked for staff to  
 6 provide the '23/'24 numbers so that we can see a  
 7 comparison to know how much things have increased.  
 8 Let's hope, maybe, there's some decreases. So I  
 9 would like to defer F 4 as well.  
 10 We will move F 5 to general business --  
 11 we'll put that to the end of general business. That  
 12 will be general business 5, and then 6, consent item  
 13 6 will be general business 6.  
 14 Is that acceptable to the Board and to the  
 15 General Manager? Yes? Okay.  
 16 E. REPORTS TO THE BOARD  
 17 E 1. Treasurer's Report  
 18 Seeing those changes, we will move on to  
 19 reports from the Board. The treasurer's report  
 20 pages 5 through 35 of the Board packet, and the  
 21 floor is yours, Trustee Tulloch.  
 22 TRUSTEE TULLOCH: There was a couple  
 23 amendments to the treasurer's report that have been  
 24 issued as supplemental material. Just moving  
 25 through the report, can you pull up on screen, Matt?

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1 MR. BELOTE: I'm going off of the website.  
 2 That's what I have access to.  
 3 TRUSTEE TULLOCH: Interesting, as we  
 4 identified and commented on several times during the  
 5 budget multiple meetings, yet again, our payroll  
 6 expenses are significantly exceeding budget.  
 7 Eleven months into the year, we're now running  
 8 1.3 million ahead of budget on payroll expenses. I  
 9 think that's an extremely worrying trend. It's  
 10 something we've asked the General Manager and  
 11 accounting staff to focus on this year, because it  
 12 appears there has been no effort to actually control  
 13 payroll costs, which was one of the major areas.  
 14 We set budgets for payroll costs for a  
 15 reason, yet looking at the graph here, we're  
 16 consistently exceeding the payroll budget.  
 17 If you move on to the next slide, this is  
 18 showing the monthly expenses. As you can see, our  
 19 total expenditures this month, between disbursements  
 20 and payroll, is 4.7 million, that's basically our --  
 21 that almost ties in, and you can see the total level  
 22 of expenditure.  
 23 Next page, here you see what I'm saying.  
 24 We've spent 24.767 million on payroll, year to date,  
 25 for 11 months, and bear in mind this is to just the

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1 end of May, against a budget of 23.4 million. Quite  
 2 a discrepancy. It's 5.5, 6 percent straightaway.  
 3 You can see expenses, our expenses, year to date, as  
 4 well.  
 5 Our investments, next page, total market  
 6 value of 36.2 million at the moment. Monthly  
 7 interest and dividends, 141,000, and we're also  
 8 collecting 55,000 a month on interest on our  
 9 operating account. Which we've been doing for  
 10 six months, I think.  
 11 MR. MAGEE: I think it's been at least  
 12 six months. It may have been a little longer than  
 13 that. I'd have to look into that.  
 14 TRUSTEE TULLOCH: We're previously been  
 15 left without being invested. It's not  
 16 insignificant. It's over a quarter of a million,  
 17 300,000, we've made, year to date, based on this,  
 18 which is all well and good.  
 19 Moving on to page 12, this is -- this is  
 20 where I noticed it was wrong because this suddenly  
 21 changed from last month's report. This is just  
 22 showing -- this looks great, but it's just showing  
 23 expenses, purely expenses against revenue. It's not  
 24 showing depreciation, it's not showing capital. It  
 25 actually looks much more favorable. I'm sure there

33

1 will be some candidates that will jump on this,  
2 look, we're making money. No, we're not. If anyone  
3 cares to look at the revised version, you will see  
4 where we're way behind on it.

5 Moving on to the next page, on the  
6 breakdown of expenditures. Again, you can see that  
7 we're running -- on salaries and benefits, we're  
8 running well ahead of budget, which is not a good  
9 thing in this case. This isn't sales; this is  
10 expenses.

11 Interesting -- to me the most interesting  
12 thing is when we look at the next chart, the  
13 operating expenses, this is, first glance, looks  
14 really good. Our venues are all working hard to  
15 keep expenses down. Unfortunately, that's been used  
16 to cover payroll costs instead, and as we saw during  
17 the budget process, we heard all the different  
18 venues and all the different departments complaining  
19 that they didn't have money to do all the repairs  
20 and fix all the things that were meant to do.  
21 Perhaps because it's been spent on payroll instead.  
22 That would be my observation from this. There is  
23 plenty of expenses. They are underspending on  
24 expenses, but it doesn't help if it just goes out in  
25 payroll and then ask for extra money.

35

1 has been going on red hot with people telling me,  
2 "You've got to sack these people. You've got to  
3 fire these people. You've got to stop it. You've  
4 got to take some action because they're spending  
5 money on things they do."

6 And then I see some misguided people and  
7 ill-informed people on social media saying, well,  
8 this is all Treasurer Tulloch's fault. He's not  
9 fulfilling his fiduciary duties. Well, actually the  
10 audit covered the period 2020 to 2023 when I was not  
11 treasurer. I was treasurer for five months and  
12 actually implemented the audit when I found these  
13 issue. Just to respond to that. I'm not going to  
14 dignify some of the social medial crap with actually  
15 responding to --

16 CHAIR SCHMITZ: Could you just stick to  
17 the report, please.

18 TRUSTEE TULLOCH: What I would say -- I've  
19 also been asked: Why are you not reviewing these  
20 procurement transactions?  
21 That's not the treasurer's job. I expect  
22 our managers, all these procurement card  
23 transactions, we have a policy, it should be signed  
24 off with full details, it should be signed off by  
25 managers. I would expect every one of our managers

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1 Appendix A shows all the disbursements  
2 greater than 50,000. We've written 610,000 this  
3 month on checks greater than 10,000.

4 Appendix D, again, that has been  
5 corrected. It's gone -- for some reason, it went  
6 back to ordering by check number instead of actually  
7 by vendor name. If people want to look at where all  
8 the money is going, it's very interesting to look --  
9 we've now done it by -- collated it by vendor so you  
10 can see which vendor it's going.

11 Various different ones, with the absence  
12 of Assistant Finance Director Cripps, I've  
13 highlighted various expenditures. I'm looking for  
14 follow-up information on but I don't have it at this  
15 stage. I've also asked finance if we can -- to help  
16 us in tracking down what some of these things are  
17 and identifying what some of these are to provide  
18 the department that is originating these  
19 expenditures as well. Some of them are  
20 self-evident; they're not all self-evident. We're,  
21 hopefully, getting an update on that for next  
22 month's.

23 I then turn the Appendix C, the  
24 procurement card transactions. Now, I should say  
25 since the audit was published, my phone and my email

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1 to look at all these transactions and to comply with  
2 the policy.

3 I would also question why we have 93  
4 procurement cards for 140 full-time staff. It seems  
5 excessive.

6 But I would encourage anyone that's got  
7 concerns about procurement transactions to look  
8 through the treasurer's report, look through all  
9 these transactions, and feel free to file any  
10 requests for what they're for.

11 Thank you.

12 TRUSTEE TONKING: I'm going to tell you to  
13 stay off social media, Trustee Tulloch.

14 Looking at page 8 and 9, actually just  
15 really the tables on 9. I think you need to -- or  
16 if you could, add the budget numbers either to the  
17 graphs or to this table, because you're stating that  
18 the excess in salary is what is covering this  
19 difference in budget, and it's not -- the difference  
20 doesn't look correct to me. I don't have the actual  
21 numbers so I'm not going to call you out on that  
22 statement.

23 And then the other thing is for operating  
24 expenditure, just make sure it's says "operating  
25 expenditure," in an asteric without salaries and

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1 benefit so people don't get confused. You can see  
 2 it when you read the numbers, but I think at a  
 3 glance, it's a little optically confusing.  
 4 TRUSTEE TULLOCH: Thank you. Yes, it's  
 5 still a work in progress. We're still trying to  
 6 work it. Unfortunately this month, we had to do  
 7 some corrections.  
 8 I appreciate the feedback.  
 9 CHAIR SCHMITZ: Any other questions?  
 10 I have a couple of questions for General  
 11 Manager Magee. This is goes back to when we were  
 12 all working on the original Moss Adams report back  
 13 in 2020, and the issue about interest being credited  
 14 to the general fund instead of the fund that  
 15 actually has the investment.  
 16 Has that been changed? This is tying back  
 17 page 10.  
 18 MR. MAGEE: Yes, that has been corrected.  
 19 And it is currently being corrected. I personally  
 20 verified that within the past few months.  
 21 CHAIR SCHMITZ: Then my next question is  
 22 does staff have access or know how to access data  
 23 that would show them how they're exceeding their  
 24 budget in certain areas so that they're able to take  
 25 corrective action?

39

1 is the status of that? What was the reason for it,  
 2 and what -- when did that ever come before the  
 3 Board?  
 4 MR. MAGEE: I don't recall off the top of  
 5 my head. I remember having this discussion several  
 6 months ago, and I would need to follow up on that  
 7 one in order to appropriately respond. I can  
 8 certainly send the Board an off-agenda memo, if you  
 9 would like.  
 10 TRUSTEE TULLOCH: General Manager Magee,  
 11 how quickly do we expect to close the first month,  
 12 close the month now to be able to produce results?  
 13 MR. MAGEE: I'd have to ask the finance  
 14 team.  
 15 Our goal is obviously to close it within  
 16 the first eight to ten days of to following month.  
 17 TRUSTEE TULLOCH: We should be able to --  
 18 I would like to be less embarrassed in reporting the  
 19 previous months by the end of the next month,  
 20 instead of reporting two months --  
 21 MR. MAGEE: Understood. And I'll  
 22 communicate that to the finance department tomorrow.  
 23 CHAIR SCHMITZ: Any other questions or  
 24 comments?  
 25 Seeing none, we'll move to to E 2.

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1 MR. MAGEE: Yes.  
 2 As the Board is aware, when we first  
 3 transitioned the Tyler Munis system, we had some  
 4 issues with the transition and training of how to  
 5 use that system as well. The data was not good at  
 6 the time, and managers were not able to see the bad  
 7 data because they were not trained on how to pull  
 8 that data out.  
 9 And so we have since corrected that, and  
 10 all of the directors, as well as interested line  
 11 staff, have been trained on how to pull that data.  
 12 I expect moving forward we will able to provide  
 13 reports back to the finance department and to the  
 14 General Manager.  
 15 As I've stated in the past, theoretically,  
 16 sometime in late August or early September, you're  
 17 going to start seeing our monthly budget reports,  
 18 month to actuals, and we will be able to pull all  
 19 that data and start providing those reports to the  
 20 Board. That will begin with this fiscal year  
 21 starting -- July 1st through July 31st would be our  
 22 report.  
 23 CHAIR SCHMITZ: And my last follow-up  
 24 question, this issue about the general fund having  
 25 loaned \$500,000-and-some to internal services, what

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1 E 2. Forensic Due Diligence Audit Activities  
 2 CHAIR SCHMITZ: Verbal report on  
 3 activities related to the forensic due diligence  
 4 audit.  
 5 Mr. Magee, the floor is yours.  
 6 MR. MAGEE: I wanted to provide the Board  
 7 with a brief verbal report on what is being done on  
 8 some of these items. As Trustee Tulloch mentioned,  
 9 this scope of the time period for forensic due  
 10 diligence audit was the three-year period that ended  
 11 June 30th, 2023. Obviously, that was roughly months  
 12 ago is when that scope period ended.  
 13 And so we have not been waiting around to  
 14 see the results of this to start fixing a number of  
 15 these items. As the Board is aware, I started here  
 16 last June -- year ago June, and the one first things  
 17 I did was start creating a list of things that I saw  
 18 that I believed we needed to improve upon. Some of  
 19 those things are identified in this forensic due  
 20 diligence audit report.  
 21 And so the Board had asked me to bring my  
 22 priority list back at that time, which I did, and I  
 23 continued to work on those when I was working in the  
 24 fiance department. I will say that as these items  
 25 were identified, staff, if they felt that it was of

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1 immediate concern and high priority, we jumped on it  
 2 immediately.  
 3           A number of these things that are  
 4 identified in the report have already been fixed,  
 5 and I want to be very clear about that. I have  
 6 talked to Trustee Tulloch about this a number of  
 7 times, on some of these items, there are a total 41  
 8 observations in the report, and some of those  
 9 observations have parts to it. I've been working  
 10 with the finance department, they have been  
 11 compiling this on an organization-wide level.  
 12           I have not had an opportunity to go  
 13 through their report quite yet. I'm hoping to do  
 14 that this tomorrow. But the finance department  
 15 shared with me today, of the 41 observations, and  
 16 some of them are sub-observations within the master  
 17 one, 16 of these items have already been completely  
 18 fixed and the appropriate controls have been put  
 19 into place.  
 20           They are currently working on another 18  
 21 items. Some of the more low-priority items that  
 22 we're identified by RubinBrown, they've made note of  
 23 it, and they do intend to appropriately address  
 24 those in the future.  
 25           What I have asked for the finance

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1 department to do is to create a memorandum, which  
 2 this what they brought to me today, a very, very  
 3 draft memorandum that will coming to the Board on  
 4 what items have been corrected and what actions were  
 5 taken in response to each one of the 41  
 6 observations. The Board will be seeing that in the  
 7 near future.  
 8           Happy to answer any questions.  
 9           CHAIR SCHMITZ: Questions?  
 10           TRUSTEE TONKING: I know we don't have a  
 11 date yet for the final report, but when we do, will  
 12 RubinBrown also be coming back?  
 13           TRUSTEE TULLOCH: We're working on that.  
 14 They should be able to, hopefully.  
 15           CHAIR SCHMITZ: We'll have that on the  
 16 long range calendar. Is it something that we -- we  
 17 can't at this point get it on the 6th, but we can at  
 18 least pencil it in for the 28th. Is that  
 19 acceptable?  
 20           TRUSTEE TULLOCH: Yes, I think so.  
 21           CHAIR SCHMITZ: I'll make a note of that.  
 22           TRUSTEE TULLOCH: Hopefully we'll have the  
 23 final report before that.  
 24           CHAIR SCHMITZ: I agree with you. But to  
 25 come before the Board, that would be the date.

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1           TRUSTEE TULLOCH: Yep.  
 2           Mr. Magee, we heard a lot in public  
 3 comment about the staff response to the audit. Can  
 4 I ask a couple of questions? I was extremely  
 5 surprised to receive this at 5:30 on a Friday  
 6 evening, just at the end of your holidays, your  
 7 vacation before you were due back on Monday.  
 8           I was not aware of this -- the Board  
 9 commissioning this. Can you tell me who  
 10 commissioned this and who authored this and what the  
 11 purpose was?  
 12           MR. MAGEE: I will say I'm not going to  
 13 speak to any confidential personnel matters.  
 14           TRUSTEE TULLOCH: That deals with the  
 15 author, but can I ask who commissioned this?  
 16           MR. MAGEE: I do not know.  
 17           TRUSTEE TULLOCH: It wasn't -- I know it  
 18 wasn't requested by the Board or any -- so you  
 19 didn't commission it either?  
 20           MR. MAGEE: I did not commission it. I am  
 21 unaware that the Board ever asked for it.  
 22           CHAIR SCHMITZ: Did any individual trustee  
 23 ask for it?  
 24           MR. MAGEE: Not to my knowledge.  
 25           CHAIR SCHMITZ: Thank you.

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1           Moving on to the consent calendar.  
 2 F. CONSENT CALENDAR  
 3     F 1. Meeting Minutes 6/12/2024  
 4     F 2. Meeting Minutes 6/26/2024  
 5     F 3. Meeting Minutes 7/10/2024  
 6           CHAIR SCHMITZ: We have deferred 4, and we  
 7 have moved 5 and 6 to general business 5 and 6. So  
 8 are there any -- so, basically, it's just leaving  
 9 the meeting minutes on the consent calendar, if I'm  
 10 looking at this correctly.  
 11           TRUSTEE DENT: I'll move to -- I'll make a  
 12 motion to accept the consent calendar as items F 1,  
 13 2, and 3.  
 14           TRUSTEE TONKING: Second.  
 15           CHAIR SCHMITZ: All in favor?  
 16           TRUSTEE TULLOCH: Just a quick -- I saw an  
 17 email from a member of the public saying that the  
 18 minutes were wrong. Some of the public comments had  
 19 not been included in the minutes.  
 20           CHAIR SCHMITZ: I don't have anything to  
 21 support that. But I've missed -- I haven't received  
 22 other emails.  
 23           Has anyone else received anything like  
 24 that? Okay.  
 25           TRUSTEE NOBLE: I believe it was Mr. Katz  
 had sent an email to the Board complaining of that.



45

1 But I have not heard anything more on that.

2 CHAIR SCHMITZ: All right. Thank you.

3 Motion has been made, it has been

4 seconded. All those in favor?

5 TRUSTEE TONKING: Aye.

6 TRUSTEE NOBLE: Aye.

7 TRUSTEE DENT: Aye.

8 CHAIR SCHMITZ: Aye.

9 Opposed?

10 TRUSTEE TULLOCH: No.

11 CHAIR SCHMITZ: Moving on, then, to

12 general business.

13 G. GENERAL BUSINESS

14 G 1. Practice 6.2.0

15 CHAIR SCHMITZ: Item G 1, review, discuss,

16 and approve Practice 6.2.0, budgeting and fiscal

17 management community services and beach pricing,

18 pages 255 through 288 of the board packet.

19 The floor is yours, Ms. Herron.

20 MS. HERRON: Before you, starting on

21 pages 255, is the memorandum. And then starting on

22 pages 265 is Trustee Schmitz' version of the policy.

23 And then starting on page 276 is Trustee Tulloch's

24 version.

25 And with that, I will turn it back over to

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1 the Chair, and you can hold the discussion. I'll

2 try and take notes so we can bring you back a

3 finalized version.

4 CHAIR SCHMITZ: To be clear, my version is

5 not a version. It was questions that I had felt

6 needed to be answered and things that needed to be

7 clarified. It is not a version.

8 It was provided to staff to give direction

9 of what the questions were that I had.

10 TRUSTEE NOBLE: This is more just at the

11 beginning from a procedural standpoint when going

12 through the various -- some things are highlighted

13 and trying to look at the original version, it looks

14 like a phrase or word is in the original version

15 sometimes, but not necessarily in other times.

16 And then in looking at the versions, there

17 is no strike-throughs to see what's been pulled out,

18 and so it's very difficult to compare and contrast.

19 CHAIR SCHMITZ: Really, from my

20 perspective, it was to direct staff of where I

21 either had questions or issues or concerns. I never

22 intended to edit the document, that wasn't my place,

23 and it wasn't what I did.

24 I had provided direction to say: Here are

25 some things that I think need to be clarified.

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1 Don't spend a lot of time trying to figure

2 out -- at least what my things were. I don't know

3 about Trustee Tulloch's.

4 TRUSTEE TULLOCH: I would make exactly the

5 same comment. I was asked for input in some areas,

6 and there are still huge issues with a lot of this.

7 CHAIR SCHMITZ: I just want to back us up

8 and ask Ms. Herron: What is it that's trying to be

9 accomplished here, and who is the intended user of

10 this document?

11 Because I was looking at it from a staff

12 perspective, and I don't really know how the manager

13 at tennis and pickleball would ever make sense of

14 this. So are what are we trying to do here, what do

15 you want from the Board?

16 I think a couple of us have given some

17 input, but I think it's just become more confusing

18 as opposed to less. Maybe you can help us out here.

19 MS. HERRON: I will certainly try. I

20 don't disagree.

21 After the conversations with the two of

22 you, I think starting under 4.0, the pricing model

23 by venue and customer type, probably, to me, makes

24 the most sense as to where you want to start because

25 I think you have two different ideas on these.

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1 And when I was chatting with Trustee

2 Tulloch on the second time around, I think he even

3 agreed to it, and we kind of said we'll do two

4 versions so that the rest of the Board can see where

5 these two were coming from. I think that that would

6 be the best start.

7 The other thing we did throughout here is

8 we put in items to clarify when things come before

9 the Board, and that's useful to staff, so we were

10 trying to help there.

11 I think that was it.

12 TRUSTEE TULLOCH: Before we dive into the

13 actual pricing model, there's just general points

14 I'd like to make.

15 If I look at page 1 under 1.0, there's

16 five bullet points there. The first bullet is

17 ensure that revenues including charges for services,

18 et cetera, et cetera, are sufficient to cover the

19 full cost of providing services to IVGID Picture

20 Pass holders, guests of Picture Pass holders, and

21 others.

22 Then we proceed to discount fees all over

23 the place. This is impossible. We can't cover the

24 full costs if we're busy discounting everything.

25 I also see a new bullet point there that

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1 the facility fee will cover capital improvement and  
 2 debt costs. That's not something -- that's quite a  
 3 significant change rather than venues covering it  
 4 themselves.

5 Couple of other things. We're using  
 6 something called "direct costs," which seems to be  
 7 just incremental costs. We then use incremental  
 8 costs to determine rates. Somebody's getting a  
 9 great bargain.

10 That was a couple of general thoughts to  
 11 start with.

12 CHAIR SCHMITZ: To dovetail on that, I had  
 13 suggested that all of these definitions be redone  
 14 because they don't tie to terminology in our  
 15 financial statement, they're a bit ambiguous. That  
 16 hasn't been done.

17 I go back to: What is it we're trying to  
 18 accomplish and who is the user of this document?

19 Because it seems like in some cases it's  
 20 very vague, and in other places it's so specific to  
 21 the point where I don't think that anyone would be  
 22 able to create a price for something because to make  
 23 statements, especially at our recreation venues,  
 24 that the pricing is supposed to cover all of the  
 25 costs, we aren't doing that right now. Tennis and

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1 pickleball and the Rec Center are a perfect example.  
 2 This was intended to represent what we  
 3 think is realistic, and I don't think that what's in  
 4 here is realistic. And it's not necessarily helping  
 5 to determine how a price is actually set. That's  
 6 what -- at least from my perspective, I think that's  
 7 what I was hoping we would get out of this, but I'm  
 8 not seeing that.

9 I think we need to back up and say what is  
 10 it we're trying to accomplish and for whom?

11 TRUSTEE TULLOCH: I think the other point  
 12 -- general point I'd like to make, all this asks for  
 13 pricing to be set in January or February, yet we  
 14 don't do a budget -- this year it was almost the end  
 15 of May, the last week of May we started trying to do  
 16 our budget. I'm not sure how we can set rates when  
 17 we don't know what the budget is or what it is.

18 We set rates in January/February, then  
 19 we've got our hands tied when it comes to the  
 20 budget, and we're going to end up having to  
 21 subsidize things even more.

22 CHAIR SCHMITZ: I think our rates -- even  
 23 if you look at golf, it's not exactly per like the  
 24 Play Passes. It's as you project consumer --  
 25 various consumers to bring revenue and then

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1 determine does that cover the cost.

2 I think that, in here, I was hoping we  
 3 were going to see some clarity on that, for  
 4 instance, our recreation venues such as tennis or  
 5 pickleball that, perhaps, we are realistically  
 6 subsidizing it at, I believe, a hundred percent, not  
 7 a hundred percent, 50 percent. We are subsidizing  
 8 half of the cost of the tennis and pickleball.

9 But to have a policy that says were  
 10 covering the full costs, that's not realistic  
 11 because we have competitive markets and we also have  
 12 a community value. The recreation center with the  
 13 pool and all the amenities, it's not potentially --  
 14 most communities do not have to cover its own costs.

15 I was anticipating that this would  
 16 identify for the various things, the various  
 17 percentages of subsidization on the pyramid, and I  
 18 don't see it's doing that. I was hoping it was  
 19 going to be tying things specifically to what  
 20 subsidization level is the Board comfortable with,  
 21 because that will help us from a budgeting  
 22 perspective, and it will help staff figure pricing.

23 But many of these things are priced based  
 24 on the competitive market, and we need to recognize  
 25 that it's a market, we can't price a pickleball

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1 membership fee to be \$1,500, what that's -- no one  
 2 would buy them.

3 So I think there's a lot of work left to  
 4 be done here. And I'm not sure staff is clearly  
 5 understanding at least what I was thinking we were  
 6 trying to accomplish here, but I'm just one on this  
 7 board. I look to my fellow trustee to chime in.

8 TRUSTEE DENT: I don't need to repeat what  
 9 you just said, but I was under the same  
 10 understanding as you were as to what was going to be  
 11 coming back to us.

12 If anyone has any questions, we can just  
 13 replay what you said.

14 TRUSTEE TONKING: I would disagree. I  
 15 would say that we have never given strong direction  
 16 around our pricing policy. I think we've all  
 17 disagreed on where things fall on the pricing  
 18 pyramid.

19 I think just to what Ray has just said  
 20 about the idea that we never talked about debt and  
 21 capital, we've had that conversation as a board  
 22 every time we talk about budget. We are obviously  
 23 all on seven different pages.

24 Maybe we do need to spend some time and  
 25 talk about this because we have not given clear

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1 direction, and I think that's very reflective. I  
2 don't think -- I think that we all have very  
3 different views on what we want this to do.  
4           A, we can probably agree all is an item  
5 that works for staff and it's how staff comes up  
6 with prices. I would believe that -- I would say,  
7 in contrast to Trustee Tulloch's point, I think we  
8 have talked a lot about capital and debt not being  
9 covered using the facility fee. I would say that is  
10 a conversation we have, but he feels different.  
11           We should really sit down, then, and talk  
12 through what we're looking for because I don't think  
13 it's that clear.  
14           CHAIR SCHMITZ: I think if we had  
15 something that was put before us that actually  
16 represents where we are today, that would at least  
17 get the dialogue going. That would get us going.  
18           If we could -- because there are certain  
19 venues where we have talked about that. We've  
20 talked that the facility fee at golf, perfect  
21 example, that the facility fee should be covering  
22 capital improvements and debt. We have talked about  
23 that, and that is how we budgeted.  
24           So, what I think needs to be here is to  
25 have these items identified of where are we today

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1 then this policy would change and evolve with it  
2 based on what the Board believes is important at the  
3 time when they're listening to the community.  
4           CHAIR SCHMITZ: From my recollection, the  
5 whole purpose of having this pricing policy was to  
6 help staff and the Board when it came to budgeting.  
7 That's the goal here is to help the budgeting  
8 process.  
9           If we don't have it understood and we're  
10 making statements we're going to cover all  
11 operational costs with all user fees, and that's not  
12 realistic, then it shouldn't be in this document.  
13           TRUSTEE TONKING: I'm going to push back a  
14 little bit, then, because I'm looking at the  
15 Championship Golf Course as the first example we  
16 gave. It says: Rates charged to IVGID pass holders  
17 will be set to cover operating costs.  
18           I would say that specifically put in that  
19 box is what we're doing today. And so -- correct me  
20 if I'm wrong -- so we do -- I also feel like when I  
21 look at youth programming, senior programming, when  
22 I looked at -- the Mountain one needs to be looked  
23 at, but all the ones, like ski, that's accurate. I  
24 don't know if it's the right way to do but it is  
25 what we're doing today. I flagged that one as

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1 and what level of subsidization are we giving?  
2 Because we are giving subsidization to golf, and  
3 we're trying to, in golf, we talked many times about  
4 that we were okay with subsidy covering capital  
5 improvements because we want the venues maintained.  
6           But I think we have to start with  
7 something, and staff needed to come back to us with  
8 an approach of how we can work through this, as a  
9 board, and perhaps this could be identified to say  
10 this is how we are pricing it today, and here's the  
11 pyramid as it relates to items.  
12           And what is missing from this is programs.  
13 Programs aren't referenced. They're referenced in  
14 one place but not another place, but there's no  
15 pricing of how do we price programs, if my memory is  
16 right.  
17           TRUSTEE DENT: I just see this more -- I  
18 agree with you when it comes to where are we,  
19 because we don't know where we are, how do we argue  
20 where we should be or where we want to be?  
21           I think, really, going to -- it just  
22 helps -- I really feel like if we figure out what is  
23 being subsidized or how we go about that, how staff  
24 goes about that budgeting process and lays it out  
25 here in this policy, as things change and evolve,

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1 something to reconsider.  
2           The same with tennis. It says: Rates are  
3 charged to IVGID pass holders. Picture Pass holders  
4 should be set to cover operating costs.  
5           Which is our goal. I guess I don't  
6 understand how this is different than what we do  
7 today or which areas you want staff to fix.  
8           CHAIR SCHMITZ: Well, that isn't how we do  
9 it today at tennis. We do not price the products to  
10 cover the operating costs. We subsidize that  
11 50 percent, so that is not how we're doing it today.  
12           TRUSTEE TONKING: But when we talked about  
13 prices at our last meeting -- I could pull up  
14 minutes -- we talked about how it should function  
15 the same way as golf. So I feel like that is the  
16 intent of what they're doing, and we've only put in  
17 -- it used to be \$42 a per parcel, now it's \$10, so  
18 I feel like we are getting still less than what  
19 we're putting in.  
20           TRUSTEE TULLOCH: I think part of the  
21 problem is we're trying to rate some of these to  
22 specifics. What we need as a board is to decide  
23 what our policy is, what level of subsidy we're  
24 going to give to different venues before we actually  
25 start looking at what are the prices. We're

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1 currently in this year's budget, we're subsidizing  
2 golf by a 125 bucks a parcel.  
3 And as soon you start saying, well, we  
4 don't charge cost of debt or cost of capital, I  
5 think that sends the complete wrong message. We've  
6 seen some of the games that has been played with  
7 expenses being moved into capital all the time. As  
8 soon as you offer something free, then it's --  
9 there's no control over it.  
10 I think we need to set some parameters  
11 around that. You can't just say, yes, we're going  
12 to go back to the taxpayers every year for that,  
13 when we're not even collecting the depreciation we're  
14 supposed to be collecting in enterprise funds, which  
15 should be funding the future capital. We've  
16 defaulted on that as well.  
17 We need to decide. We can't just leave a  
18 blank check, yes, we'll pay all capital and debt  
19 costs.  
20 CHAIR SCHMITZ: I agree with you. And the  
21 problem is that there's no overall, arching strategy  
22 defined here at all. Nothing. And suddenly it's  
23 all sorts of detail that no one -- I can tell you,  
24 we're not pricing our pickleball based on covering  
25 operating costs. We're not.

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1 taxpayers. We need some general principles first,  
2 but instead we've jumped almost straight into the  
3 pricing matrix so people can see it.  
4 Mr. Simon, in case you're still listening,  
5 Jay, check what I've actually written for  
6 Championship Golf.  
7 TRUSTEE DENT: I believe one of the  
8 comments we made last time we discussed this was  
9 tying it back to Appendix A, the cost pyramid, and  
10 specifically which part of the pyramid we fall in;  
11 right? Okay.  
12 And I don't think what we're looking for  
13 has to be perfect, but it's really -- it has to do  
14 with what was budgeted and what the assumptions were  
15 made going forward. And then from there, we have a  
16 starting point, we can change it. Or leave it as  
17 is.  
18 TRUSTEE TONKING: Then you want this  
19 policy to come back and say Rec Center is a  
20 community benefit, or Parks, I'm just throwing it  
21 out.  
22 And then something -- you want them in  
23 each pyramid level?  
24 TRUSTEE DENT: I feel like that's a good  
25 starting point. It goes back to the training that

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1 So, we need to have a strategy and an  
2 overarching philosophy of how we are pricing things  
3 and how we are budgeting. And if we can't come to  
4 consensus on that, all of these items of minutia,  
5 they don't matter. We have to have an overarching  
6 strategy of what is it and how are we budgeting for  
7 our various venues and for our various programs, and  
8 then break it down of, okay, how do we expect  
9 various purchasers to pay for services?  
10 And some of it, it has to be market rate.  
11 It has to be market rate for ski rental equipment  
12 because there's competitors out there.  
13 Some of this is just -- we don't have an  
14 overarching strategy, we're missing that, and if we  
15 don't have that I don't know how you can get to the  
16 details and all come to consensus, because you're  
17 not starting from a common understanding of what's  
18 the goal and what's the strategy.  
19 TRUSTEE TULLOCH: Hundred percent agree.  
20 I mean, we need to have a philosophy, what's there,  
21 what's the realistic level of subsidy, what venues  
22 can be subsidized, what the realistic level is. And  
23 also what targets can be set.  
24 We can't just say, well, that's okay, we  
25 will just do everything and then sock it back to the

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1 this board had, and it goes back to the training  
2 staff had as to which box is it.  
3 For us, it was boxes when we were going  
4 through the FlashVote training, and in this  
5 instance, it's a pyramid. But it's all the same.  
6 TRUSTEE TONKING: You just want all of  
7 them to go to -- I'm looking at Mountain is in the  
8 cost pyramid, tennis center is in the cost pyramid.  
9 CHAIR SCHMITZ: It says it's in there, but  
10 it doesn't say what percentage of subsidy, it  
11 doesn't say where it's coming in.  
12 But, Mountain Course, I know we already  
13 subsidize it at 33 percent. Let's go and say what  
14 is it that we're doing and be clear to say, okay,  
15 we're okay subsidizing the Mountain Course at a rate  
16 of 33 percent because that's what we've been doing  
17 for the last couple of years.  
18 That helps for budgeting purposes and it  
19 helps bring clarity to the community.  
20 TRUSTEE TONKING: I'm confused because  
21 then you want it to be what we're doing now, and  
22 then you want us to decide where it should be for  
23 the pricing policy? I think it makes sense the way  
24 it's in the policy of where our goal should be, but  
25 I think you're saying you want to know where it is

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1 right now to then go into policy or where it should  
2 be in the pyramid?  
3 TRUSTEE DENT: If we had a policy in place  
4 of what it should be, then we have a policy that's  
5 wrong. Right?  
6 So, I want to know where we're at, and I  
7 want to know, when we do have discussion, maybe we  
8 have to change the policy. And maybe this policy  
9 gets updated when the budget gets updated because  
10 something changed that year.  
11 TRUSTEE TONKING: I'm saying, right now,  
12 this is hypothetical policy, it's not actually done  
13 this way yet. And so I guess I didn't know how you  
14 want it to be -- what the policy should say, what we  
15 should start doing or where we're at, because I  
16 think they are two different things.  
17 I'm just a little confused.  
18 TRUSTEE DENT: I'm getting more confused.  
19 CHAIR SCHMITZ: If I can bring it  
20 together. I think the direction is we need to have  
21 an overarching strategy and philosophy about how we  
22 price things in the District. We're missing that.  
23 And with that, then to identify, by venue, by  
24 budget, where it falls into the pricing pyramid so  
25 that then the Board can have discussion and it can

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1 not asking you to identify where our fee is. We're  
2 asking, by venue, by the budget, what percentage of  
3 the budget have we allocated subsidization? So what  
4 percentage are we subsidizing at a venue level, at a  
5 food and beverage level -- which I would think is  
6 zero. I know we said we're not subsidizing it.  
7 But we're not saying show us \$10 goes here  
8 and \$12 -- although he mentioned it, I don't believe  
9 that was your direction. His direction was at a  
10 budget level, what percentage is it that we are  
11 subsidizing and for what?  
12 MS. HERRON: I want to make sure I have  
13 this clear. You said we're subsidizing at 33  
14 percent at the Mountain Course. No? Did I  
15 misunderstand that too?  
16 CHAIR SCHMITZ: Well, I said that, but  
17 that was just because I, off the cuff, remembered  
18 that from last year and this year.  
19 But I would ask that staff go and actually  
20 gather that information and share it with us so that  
21 we can see where we are.  
22 TRUSTEE TULLOCH: Can I make a suggestion?  
23 If we're going to use the pricing pyramid, we've got  
24 a listing, let's throw away this table at the  
25 moment, because that's the first thing people jump

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1 be used for future budgeting to say: We can't  
2 subsidize more than this or now we don't need to  
3 subsidize that much.  
4 I'm feeling like we're way down into the  
5 weeds, and we have not yet even come with an  
6 overarching strategy approach and clarification  
7 about at a venue level where are we today.  
8 Does that make sense, answer your  
9 questions?  
10 TRUSTEE TONKING: Not really, but I think  
11 it's something we can talk about offline because I  
12 don't think it's clear direction.  
13 CHAIR SCHMITZ: Are you clear? Is staff  
14 clear with the direction, Mr. Magee and Ms. Herron?  
15 MS. HERRON: I am not because we have a  
16 policy, 6.1.0, which is the overarching, which is  
17 adoption of financial policies, it's not in your  
18 book. I'd like to kind of backtrack and start there  
19 and make sure that that's sound and where you want  
20 it to be.  
21 And then the second question I have is on  
22 the subsidy. I heard we -- using the \$450 rec fee  
23 we have this year, \$100 is for the beaches, I just  
24 heard \$125 per parcel is for golf.  
25 CHAIR SCHMITZ: No. We have not -- we're

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1 to: Is this good or bad for me? Who is the winners  
2 and who is the losers?  
3 I think we need to understand what the  
4 philosophy is. We've got a listing of all the  
5 different venues and all the different departments.  
6 We need to try, for staff, putting them, placing  
7 them in the pyramid to see where we are so there's  
8 transparency for the public so we can understand who  
9 is getting what. I'll put it in crude terms: Who  
10 is getting what -- since that's all everyone's  
11 interested in -- how much of a subsidy can I get  
12 from my preferred sport in terms of that?  
13 I think we need that transparency first to  
14 look at what is going where. And, yes, we can place  
15 it, initially, based on where it's been subsidized  
16 historically or what we're doing currently. But we  
17 need to take it back to square one to be able to get  
18 there.  
19 We can't just take a general outline of a  
20 policy and then just jump straight to a table.  
21 TRUSTEE TONKING: Are you referring to an  
22 operating subsidy or are you factoring capital in?  
23 Because that's going to be a whole new  
24 ballgame because we do different capital projects  
25 every year, so then we're going to need five-year

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1 ones, I think, of subsidy. I don't -- unless you  
 2 remove capital and just do operating. What was the  
 3 direction you guys gave there?  
 4 TRUSTEE TULLOCH: I think we've got to  
 5 start with operating. We've got to look there. I  
 6 mean, operating cost subsidies is the one that  
 7 people see directly, like, why am I paying for  
 8 everyone else's golf or why am I paying for everyone  
 9 else's beach fee to be subsidized, just as empirical  
 10 examples.  
 11 Let's look at it where it's been  
 12 subsidized for operating costs. Capital, we can run  
 13 some controls on, so long as it's properly  
 14 controlled. We've got to look at -- the key subsidy  
 15 people we're looking at is the operating costs.  
 16 CHAIR SCHMITZ: I think if we had this is  
 17 the level and the percentage that is subsidizing it,  
 18 this is the operating, and this is the CIP, it will  
 19 help us to have all of the information right there.  
 20 That way, we have a clear picture, because in some  
 21 cases we're only subsidizing the capital.  
 22 MS. HERRON: We will start with this table  
 23 by venue, we'll take out all the -- I won't destroy  
 24 it, but just move that off. We'll give you just  
 25 operating subsidy. If we can, give you the capital

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1 things here have just been lifted straight from  
 2 somebody else's policy. It doesn't -- it's not  
 3 necessarily a bad thing.  
 4 What some of the objectives we tried to  
 5 clear up was to stop capitalizing things that should  
 6 never be capitalized, they should be expenses. I  
 7 think some of the changes that have been suggested  
 8 here is they should have a minimum of five years  
 9 life, we should stop trying to group asset -- group  
 10 things together, have little value and try to get  
 11 them into the capital threshold.  
 12 I mean, realistically, because we're  
 13 not -- we don't have tax implications for it, the  
 14 conventional commercial world, depreciation doesn't  
 15 -- and tax treatment doesn't have a great impact on  
 16 us.  
 17 We've tried to -- one of my inputs to this  
 18 was to try and help clean it up to put sensible  
 19 thresholds, increase the thresholds, make sure --  
 20 and have proper determination that anything that is  
 21 going in that is capitalized is going to be either  
 22 extending the asset life or increasing the service  
 23 capacity, which is the standard industry term for  
 24 it. And, I mean, it's also to try and make sure  
 25 that we're properly accounting for it.

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1 subsidy. We're going to do an overarching of what  
 2 are we trying to accomplish and for who. Where are  
 3 we today and what kind of subsidy are we doing.  
 4 And then on budgeting, how are we doing  
 5 that and will this help will the budgeted process, I  
 6 think is where you want us to go and back to.  
 7 I would like to bring back Policy 6.1.0 to  
 8 make sure that that's your overarching. I can do  
 9 that, probably, on your last meeting in August.  
 10 CHAIR SCHMITZ: Great. Thank you. Any  
 11 other questions, comments?  
 12 Moving on to item G 2.  
 13 G 2. Policy 8.1.0  
 14 CHAIR SCHMITZ: Discussion and direction  
 15 relating to policy -- the capitalization policies,  
 16 pages 289 through 312.  
 17 I understand that Mr. Cripps isn't here.  
 18 I just thought, perhaps, the Board might have some  
 19 either questions or areas they would like clarified,  
 20 and then that feedback can go back to staff.  
 21 That's my intention here.  
 22 TRUSTEE TULLOCH: I had discussion on this  
 23 with General Manager Magee and Assistant Director of  
 24 Finance Cripps a few months ago and suggested some  
 25 of these things. I think this is -- some of the

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1 That was my inputs to it.  
 2 There's also -- we're going to reduce  
 3 quite a lot more here by actually tracking capital  
 4 assets, because that's one of the things that's been  
 5 brought up several times, things just disappear into  
 6 a black hole, and there's no -- we haven't been  
 7 filling in the paperwork to say where capital assets  
 8 have gone, where they've been disposed of, where the  
 9 proceeds have gone.  
 10 I mean, when a capital asset, particularly  
 11 if it's paid for, not out of operating costs but  
 12 from a board capital subsidy, all these trade-ins,  
 13 sell-offs, et cetera, should be coming back into the  
 14 overall general fund, not to department specific,  
 15 necessarily.  
 16 A lot of the effort here has been to start  
 17 putting some proper parameters around that. Perhaps  
 18 Mr. Magee will comment on that as well.  
 19 TRUSTEE TONKING: I am going to disagree  
 20 and agree with Trustee Tulloch. To agree with him,  
 21 I agree with the idea of tracking and also making  
 22 sure we're not reusing capital numbers, all that  
 23 kind of stuff that we heard in RubinBrown, as well  
 24 as making sure we know where things are. It makes  
 25 it really helpful when we're looking at improvement



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1 versus maintenance and expense and all of that. I  
2 think that will be, yes I agree with tracking.  
3 I am going to disagree with your useful  
4 life and the amount of money and the bundling  
5 section. It is not just tax that you capitalize  
6 for. It's also required by GAAP, so let's try to  
7 stay financially accurate there.  
8 TRUSTEE TULLOCH: We're not governed by  
9 GAAP.  
10 TRUSTEE TONKING: GASB, but same idea.  
11 Point being is I think that we need to  
12 look at what is recommended for years and thresholds  
13 and what guidance says and go from there and make  
14 sure we're not going excessively above and we're  
15 hitting the right ranges.  
16 So, I would like to defer to guidance and  
17 not what your gut tells you.  
18 CHAIR SCHMITZ: Any other input for staff  
19 on this?  
20 TRUSTEE TULLOCH: Just to clarify for the  
21 record, this is not going by my gut, this is going  
22 from a long time of being a capital strategy  
23 investment manager, among various other things, and  
24 having spent a lot of time actually doing capital  
25 projects and running them.

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1 feasibilities. So, to me, the language was  
2 ambiguous, just out of the gate.  
3 The other question I had when this first  
4 came to the Board was when it came to cost basis and  
5 they were talking about, in 3.0, capitalization, I  
6 asked the question of how do you capitalize  
7 services? Do you have the ability to capitalize  
8 services? I mean, that's not an asset, so that one  
9 puzzled me, and I don't know the answer.  
10 Do you have an answer, Mr. Magee?  
11 MR. MAGEE: There's a lot to unpack there.  
12 My answer is is obviously when I was  
13 working in the finance department prior to this  
14 calendar year, we had taken an initial look at this,  
15 and we agreed with your individual assessment that  
16 this policy needed to be updated. We agreed with  
17 it.  
18 And this is something that Mr. Cripps was  
19 leading the effort with the accounting team. And  
20 like I said, I haven't been involved in this,  
21 particularly, but I certainly understand the  
22 comments that I've heard tonight and I will work  
23 with staff on making sure that we're getting this  
24 corrected moving forward.  
25 CHAIR SCHMITZ: Really, that was my only

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1 So, just for the record.  
2 CHAIR SCHMITZ: General Manager Magee, I  
3 would encourage staff to go back -- this policy was  
4 created by our former director of finance and former  
5 controller, and they took some prior policies and  
6 combined them. I would encourage them to go back  
7 and look at those original ones just to see if  
8 there's anything that they would like to consider.  
9 Because Moss Adams gave them recommendations, and  
10 Moss Adams did not sign off on this. This was their  
11 task, Moss Adams was hired to do some things, and so  
12 there's some past history that I think it would be  
13 good for staff to dust off and to review.  
14 And then my comment -- and I made this  
15 comment when it came to the Board the last time, is  
16 that in a section where you talk about -- it happens  
17 to be 6.0, it identifies phases of projects as being  
18 feasibility, planning, design, and construction, but  
19 then in the other bullet points, it talks about  
20 preplanning phases and blah, blah, blah.  
21 The language doesn't match to the phase.  
22 I mean, if you have those four phases, then define  
23 which of those four phases. I don't know what a  
24 preplanning phase is. Is that just feasibility?  
25 So they talk about master plan and

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1 intention for leaving it on the agenda was to just  
2 give the Board an opportunity to give some insights  
3 to staff.  
4 TRUSTEE TULLOCH: Yeah, I've actually been  
5 looking at the new policy, not just modifying the  
6 existing one. There's a complete new policy here.  
7 My comments were all based on the new policy that's  
8 been presented.  
9 CHAIR SCHMITZ: This is their manual. I  
10 don't think this is the policy.  
11 TRUSTEE TULLOCH: This is the revised  
12 policy, yes.  
13 CHAIR SCHMITZ: It does still have the  
14 services, and it does still have those language  
15 inconsistencies about the phases of a project.  
16 MR. MAGEE: Yes. And it's also showing  
17 effective as of January 1, 2022, which is why my  
18 opening comments were I'm not a hundred percent  
19 certain I understand what this document is, and I  
20 have not had an opportunity to speak with Mr. Cripps  
21 about this particular document.  
22 CHAIR SCHMITZ: It also talks about, on  
23 page 300, that taxes can be capitalized as part of a  
24 project, but I don't think that we ever pay taxes,  
25 do we? Because we're a government. It's the very

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1 top line on page 300, where it says "taxes."  
 2 MR. MAGEE: I'm not certain that is  
 3 accurate. I would have to look at that.  
 4 CHAIR SCHMITZ: Thank you for that. Just  
 5 it was question.  
 6 Any other input or comments for Mr. Magee?  
 7 No. Okay. Seeing none, we will close  
 8 that agenda item and move on to G 3.  
 9 G 3. Policy and Procedure 142, Resolution No.  
 10 1898  
 11 CHAIR SCHMITZ: Discuss -- actually let me  
 12 hit the pause button here. Does anyone care to take  
 13 a five-minute break?  
 14 (Recess 7:35 p.m. to 7:45 p.m.)  
 15 CHAIR SCHMITZ: Legal counsel pointed out  
 16 that I erred on the consent calendar. The consent  
 17 calendar, item F 4, we will be discussing, and it  
 18 will be F 5 that is deferred that is missing -- it's  
 19 the blanket purchase orders and is missing the  
 20 contracts. So just make note of that. That was my  
 21 mistake in the numbering.  
 22 Moving on to agenda G 3, review, discuss,  
 23 and possibly approve revisions to District Policy  
 24 and Procedure 142, Resolution 1898, on pages 313  
 25 through 326. This is being brought forward by

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1 Trustee Tulloch.  
 2 TRUSTEE TULLOCH: Thank you, Chair  
 3 Schmitz. I made most of my comments at the last  
 4 meeting on this, but then we didn't have the  
 5 finalized version.  
 6 I think the overarching desire behind this  
 7 was to avoid just finding out with mid-senior staff  
 8 appointments through an email. The elected  
 9 officials are the ones that are accountable to the  
 10 public. We're the ones that get all the questions:  
 11 How the heck did that person get in there? What's  
 12 happened there?  
 13 This is an attempt to actually rationalize  
 14 it and make sure that elected officials do have some  
 15 input to the appointment of the senior management  
 16 team, which is perfectly normal in the commercial  
 17 world and it makes sense. It's important that the  
 18 Board is comfortable with the senior manager team  
 19 that's there.  
 20 I think the -- there's no intention to  
 21 delete the senior management; it's just a phrase  
 22 that was not defined, and that's why the change in  
 23 language there. Somebody mentioned in public  
 24 comment, it's not getting rid of the senior  
 25 management team, it's just defining the roles

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1 involved.  
 2 And again, this does not change anything  
 3 actually about management of -- overall management  
 4 of staff. That is still the role of the general  
 5 manager. This is just making sure that the Board  
 6 has input to and insight to selection of the senior  
 7 management team.  
 8 CHAIR SCHMITZ: Thank you for that.  
 9 Questions or comments?  
 10 TRUSTEE NOBLE: Yeah, first, just from a  
 11 procedural standpoint again, having the  
 12 strike-throughs for what has been taken out would be  
 13 very helpful. Otherwise I'm trying to compare each  
 14 one and don't know which one's been taken on versus  
 15 what's in. And also the track changes here aren't  
 16 necessarily correct as far as what is new and what's  
 17 not new.  
 18 With that said, though, all of the  
 19 peripheral changes I agree with. The substantive  
 20 changes in what appears as new subsection B, I like  
 21 the idea of having a member of the Board of Trustees  
 22 on the interviewing committee. However, the  
 23 authority to veto decision by the general manager of  
 24 hiring somebody, I think goes too far afield. We  
 25 have one employee that we manage, and if we start

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1 going down this road, it's a slippery slope, and I  
 2 just don't think it's appropriate.  
 3 CHAIR SCHMITZ: Any other questions or  
 4 comments?  
 5 TRUSTEE TONKING: I agree with Trustee  
 6 Noble, that was a sentence that I would be voting no  
 7 on this.  
 8 I do think in order to solve C 2, you  
 9 could just define above, just what senior  
 10 management, we could just say people who report  
 11 directly to staff, because it is on our website and  
 12 other areas and it's used elsewhere.  
 13 But, again, I agree with all these other  
 14 changes. It's that last sentence, I think it takes  
 15 away the trust that we have and gets us into the  
 16 weeds of operations.  
 17 TRUSTEE TULLOCH: I'll disagree with my  
 18 two colleagues on that. This language, the Board  
 19 made by majority vote overrides proposals already  
 20 existing in various different sections for various  
 21 different purposes within the previous document.  
 22 I think any general manager that's  
 23 listening to this board, cognizant to this board,  
 24 it's not something that should normally occur,  
 25 especially with some of the other changes,

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1 particularly advertising positions externally or  
 2 senior management positions. We want to get the  
 3 best staff that we can. It should not just be an  
 4 automatic progression for people coming through the  
 5 system. If they demonstrate to be the best staff,  
 6 they're going to come out on top in the interviews.  
 7 I think the Board needs to retain that,  
 8 because otherwise how do you explain that to the  
 9 public that's elected us and put their trust in us?  
 10 TRUSTEE NOBLE: Trustee Tulloch, where  
 11 besides the old section K, does it state that the  
 12 Board of Trustees actions -- the Board majority vote  
 13 may override such proposals?  
 14 And this is another reason why it would be  
 15 helpful to have the strike-throughs also.  
 16 TRUSTEE TULLOCH: J, L.  
 17 TRUSTEE NOBLE: N.  
 18 (Inaudible discussion amongst the  
 19 Board.)  
 20 TRUSTEE NOBLE: And the reason I ask, is  
 21 there anywhere in the old policy where the Board can  
 22 veto a hire? Because when looking at J and K, those  
 23 don't pertain to hiring.  
 24 TRUSTEE TULLOCH: Correct.  
 25 TRUSTEE NOBLE: I am just trying to

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1 personnel, so I'm kind of the one who went and tried  
 2 to clean this up, and just everywhere I said:  
 3 Persons who basically report to the general manager.  
 4 That's because departments can change,  
 5 reporting structure can change, so rather than  
 6 having -- listing every single title, and titles  
 7 might change, I was just trying to pick terminology  
 8 that made -- was consistent.  
 9 That was a change that I introduced.  
 10 TRUSTEE TONKING: Did you have other  
 11 changes? Because I don't think your changes ended  
 12 up in the track changes, so it just looked liked  
 13 senior management was just erased, and there's some  
 14 other random words.  
 15 I don't know if you have your track-change  
 16 version, it's totally fine, but that's where the  
 17 difference lie to that Trustee Noble was referring  
 18 to. You literally had to go line for line to figure  
 19 it out. And that makes sense now.  
 20 CHAIR SCHMITZ: That is why it was  
 21 changed. It was just so inconsistent. And then  
 22 staff was proposing, then, to add titles in, and I  
 23 thought, oh my gosh, let's just pick something.  
 24 It's the people who report to the general  
 25 manager. I probably have what I provided for my

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1 clarify your statement that it's in there. Yes, it  
 2 is in there. I see it now, but it doesn't seem to  
 3 to -- you've applied it to something else now.  
 4 TRUSTEE TULLOCH: No. What I said was  
 5 that I had lifted that language from other parts of  
 6 policy. No, it's not there, if it was this already  
 7 with vetoing hires, we wouldn't need to make this  
 8 change.  
 9 CHAIR SCHMITZ: I agree with Trustee Noble  
 10 that it's tough. I thought, you're right, this is  
 11 not a redline, it's just showing, I think, new text,  
 12 and that's tough.  
 13 So in the future, can we please get  
 14 redlined versions so that we can see the changes? I  
 15 don't know exactly where this came from, but  
 16 wherever it came from, can we please get redlined  
 17 versions in the future?  
 18 TRUSTEE TULLOCH: Yeah. My original  
 19 version was provided in the redline form. Yep.  
 20 (Inaudible discussion amongst the  
 21 Board.)  
 22 CHAIR SCHMITZ: And you're correct in your  
 23 statement about -- in the prior version of the  
 24 document, it used senior management team, it used  
 25 department heads, it used full-time, year-round

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1 redlined someplace, but I'd have to go look for it.  
 2 Oh, you have the redline?  
 3 TRUSTEE TULLOCH: This is your version.  
 4 CHAIR SCHMITZ: But it's not redlined.  
 5 It's not redlined so that you see where things  
 6 changed. It's some hybrid of a redline. I don't  
 7 know. Instead of being redlined, it's got all of  
 8 these comments.  
 9 TRUSTEE TULLOCH: It's got the deleted,  
 10 it's just the way it's been selected on Microsoft  
 11 Word. You can either show the deleted end line or  
 12 you can show at the side. It's all there, the  
 13 deleted portions are there under the deleted  
 14 comments on that side.  
 15 CHAIR SCHMITZ: I see what you're saying.  
 16 Over here it says "deleted." Okay. In the future,  
 17 can we not have it in this format and can we please  
 18 get it in redlined versions?  
 19 TRUSTEE TULLOCH: That's the way I  
 20 normally set mine up.  
 21 CHAIR SCHMITZ: Are we okay with  
 22 understanding what has changed here, or do people  
 23 want this to come back with the obvious redlines?  
 24 How do we want to handle this?  
 25 TRUSTEE DENT: I would just make a

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1 recommendation that we bring it back. It sounds  
 2 like Trustee Noble's concerns are actually in the  
 3 prior policy and same with Trustee Tonking.  
 4 I mean, I feel like we're aligned on this,  
 5 I'm not trying to put words in anybody's mouth, it's  
 6 really hard to understand what's changed, where it  
 7 came from, and you're flipping pages and you don't  
 8 know -- yeah.  
 9 CHAIR SCHMITZ: I agree.  
 10 Are you all right that, Trustee Tulloch?  
 11 TRUSTEE TULLOCH: Yes, I'm all right.  
 12 Just a word to staff, I think what -- even  
 13 if I provided a version, redline, with the redlines  
 14 in series, if their machine is set up to show  
 15 comments this way in their setup, it will come out  
 16 differently than --  
 17 CHAIR SCHMITZ: We'll figure that out, but  
 18 we'll get one that comes back with the redline  
 19 that's in line so we can all understand what has  
 20 changed.  
 21 Are you all right with that, we'll defer?  
 22 TRUSTEE TULLOCH: Yes, I'm good.  
 23 CHAIR SCHMITZ: Great. We will get that  
 24 on the long range calendar.  
 25 Then moving on to G 4.

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1 G 4. Policy 138, Resolution No. 1849  
 2 CHAIR SCHMITZ: Discussion and direction  
 3 regarding District Policy 138, Resolution No. 1849,  
 4 naming dedication of IVGID facilities, pages 327  
 5 through 337. And this is Mr. Magee's agenda item.  
 6 I know legal counsel was also involved with this.  
 7 MR. RUDIN: As part of your -- this is a  
 8 board memo, staff were directed to bring back this  
 9 policy for discussion, direction. The Board memo  
 10 does outline some suggested areas where the policy  
 11 could be significantly improved.  
 12 The key issue here is that the existing  
 13 policy doesn't really well define its own scope,  
 14 when it should be applied, when it should not. So  
 15 there have been questions in the past with respect  
 16 to, for example, whether the veteran's memorial or  
 17 similar kinds of projects are subject to this policy  
 18 at all.  
 19 You have a heading that talks about this  
 20 policy applying to all activities of the District,  
 21 which is very vague. So I think that's first issue  
 22 for the Board's consideration.  
 23 We have some outdated references in the  
 24 policy to the existing MOU, which based on research  
 25 with the general manager, it turns out has been

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1 terminated. And in subsequent discussions with the  
 2 Board, you know, all work with ITF is done on an  
 3 individual project basis with the negotiation of an  
 4 individual project MOU.  
 5 You have a bigger question here, in light  
 6 of that situation, do you want to have language in  
 7 here that talks about funding, if applicable, shall  
 8 be done solely through Incline Tahoe Parks and Rec  
 9 Division Foundation? So that's your sort of your  
 10 second big issue that the Board needs to provide  
 11 direction on.  
 12 There is, of course, some sloppy language  
 13 where I've suggested some revisions related to  
 14 special maintenance, long-term replacement costs, et  
 15 cetera, and that is something relatively  
 16 straightforward where in any revision presented to  
 17 the Board, I anticipate we will be adding language,  
 18 discussing return of improvements, ownership  
 19 disposition, and not easy to maintain except as for  
 20 otherwise approved by the District's board as part  
 21 of the budgetary process.  
 22 I think a third area where the Board  
 23 should weigh in on is with respect to Rotary  
 24 benches, including the process for approval, who has  
 25 approval, and whether there's any sort of limitation

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1 the Board would like to see in terms of the number  
 2 or location of benches, because at this point it  
 3 opens it up to all district property.  
 4 Lastly, I think one of the places where  
 5 this policy could be improved is with respect to  
 6 advertisement requirements, things like placards.  
 7 There's no legal requirement to have that, and it's  
 8 likely not a strictly necessary thing for staff to  
 9 do.  
 10 Lastly, with respect to a lot of these  
 11 kinds of agenda items when they come before the  
 12 Board, the policy does prescribe certain time frame  
 13 requirements. And, ultimately, given the kinds of  
 14 other agenda items that the District has before it,  
 15 including public hearings on fee setting, budgeting,  
 16 et cetera, rather than having the policy prescribe a  
 17 strict time limit by which it has to be brought, it  
 18 should really be up to the discretion of the Board  
 19 Chair and general manager to schedule this item  
 20 around other important district business.  
 21 CHAIR SCHMITZ: Thank you for that.  
 22 May I just ask a question about naming  
 23 rights? Because we have -- as you identified,  
 24 Preston Field and this building, but we also have, I  
 25 believe, the Lion's Club for the disc golf, but I

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1 don't believe the Lion's Club is in existence any  
 2 longer. How do -- how does the District handle  
 3 situations such as that?  
 4 MR. RUDIN: So, it raises a couple issues.  
 5 If it was a decision of a district board to, like,  
 6 apply a name to a facility and there's no grant  
 7 agreement or agreement with like a donor where you  
 8 have to name it something, typically it's the  
 9 decision of the Board as to whether or not to change  
 10 the name. You would normally follow whatever  
 11 district policy you have about changing the name.  
 12 If it is -- if someone gave a significant  
 13 monetary donation, then, typically, in exchange for  
 14 naming rights or something like, then you may be  
 15 stuck with it, and there's really no provisions on  
 16 that sort of donation agreement that govern that.  
 17 CHAIR SCHMITZ: Thank you for that.  
 18 Comments, input for the General Manager  
 19 and legal counsel on this?  
 20 Seeing none. I have a huge amount of  
 21 input. I think this is so complicated. I don't  
 22 know why we have so many sections that, to me, seem  
 23 redundant.  
 24 This is, as I kind of summarized it, it's  
 25 a policy and procedure for acceptance of donations,

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1 commemorative displays and/or naming of district  
 2 facility. And we've got of these steps in here, and  
 3 I don't really know why Rotary benches are any  
 4 different than some other donation.  
 5 So I had it that it's A, and there's no B,  
 6 C, the rest of it sort of goes away, and all of  
 7 these become, like 1 S, a subset: All requests  
 8 shall be consistent with the values. All  
 9 requests --  
 10 So I'm sitting here going, this just, to  
 11 me, needs to be condensed and simplified and  
 12 streamlined. But I don't know how to -- how to  
 13 share that. I looked at page 333 where it says  
 14 "Policy and Procedure for Naming of IVGID  
 15 Facilities," and right away, A starts off as  
 16 repeating the same thing that's over somewhere else.  
 17 So, I'm just sitting going, can we figure  
 18 out how to consolidate this a little bit? And I  
 19 know there will be differences for donations of  
 20 monetary donations versus physical donations and  
 21 naming rights, but it seems like there's so much of  
 22 this that it all should be the same. It should be  
 23 consistent with the values, there's how the requests  
 24 are handled, should be consistent.  
 25 I'm just wondering if you could take an

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1 opportunity to say how can we condense this a bit  
 2 and make it a little more clear.  
 3 MR. RUDIN: If I can ask a question on  
 4 that. Certainly with respect to Section F, which  
 5 talks about policy for all other forums, and then  
 6 there's a policy for naming specific facilities,  
 7 there's a policy for placards of historical merit,  
 8 which I suspect can likely be condensed with Section  
 9 F.  
 10 Do you want to have a different process  
 11 for something smaller like brass-like placards given  
 12 your historical practice there with those? Do you  
 13 want to have a rigorous process for naming of a  
 14 building or different requirements?  
 15 Again -- yeah, this is just a policy  
 16 question.  
 17 CHAIR SCHMITZ: I would say yes. I'll go  
 18 to you. My answer to that is yes, but yet the  
 19 process that it needs to come to the Board and  
 20 here's what it should include and here's the  
 21 information, to me, some of that descriptive  
 22 language should be consistent.  
 23 But, yes, there will be differences. And  
 24 I think my question about naming rights, I mean, at  
 25 what point is it in perpetuity, and at what point is

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1 it sort of limited?  
 2 That's my response to that question.  
 3 TRUSTEE NOBLE: I think naming of  
 4 facilities definitely should have its own separate  
 5 process, because the permanence and the visibility  
 6 of that is very different.  
 7 I think with regards to placards and  
 8 brass-like placards and just about everything else,  
 9 I think it could be done under one separate distinct  
 10 policy under the naming rights.  
 11 CHAIR SCHMITZ: Any other input or  
 12 feedback? No.  
 13 Is this enough information? Is this clear  
 14 enough to at least come back with, maybe, some  
 15 additional decision points for us as a board?  
 16 MR. RUDIN: I mean, so far the feedback  
 17 I've received is good.  
 18 I did -- I was hoping as part of the  
 19 policy that the Board would tackle this question  
 20 about funding and whether or not that should be  
 21 stricken entirely from the policy.  
 22 CHAIR SCHMITZ: I personally feel that --  
 23 we have the ability as a district to receive funds  
 24 directly and still have it be a charitable tax  
 25 deduction; correct?

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1 MR. RUDIN: Yes.

2 CHAIR SCHMITZ: And someone could donate

3 to us. I don't think we should be tied into having

4 to do something a specific way. I think it should

5 be a bit more open, that there might be different

6 times and there might be -- so I think it should

7 just be saying that we received donations, we

8 receive funding.

9 And whether it's directly from a donor or

10 whether it's through ITF, I don't think that that

11 should matter so much to us. I don't think.

12 TRUSTEE TULLOCH: Yeah, I would agree. I

13 don't think we should be directing people to put all

14 the -- that can only come through a third party. We

15 saw some of the issues over that with the veteran's

16 memorial, held progress up and things.

17 I don't think we should be putting

18 restrictions, well, if you want to donate something

19 here, you got to go through such and such a group.

20 And most of these groups then take an

21 admin fee off the top and things as well. It's --

22 let's cut out the middle man if it's not necessary.

23 CHAIR SCHMITZ: So item number 2 where it

24 said "funding," I rewrote and said "Donations of

25 monies and/or property shall be presented to the

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1 Board of Trustees for approval." That's just basic

2 and doesn't say it has to be this way or another

3 way, but it does need to come to the Board for

4 approval.

5 TRUSTEE TONKING: I just have one question

6 on that. I think it's fine to -- because you don't

7 want to hinder other non-profit organization as

8 well.

9 Are we at any risk or liability if we take

10 on the funding and, let's say, it's not enough or

11 then do we have to come up with the rest if the

12 project is over -- I'm just wondering if there's a

13 liability that all of a sudden we face.

14 MR. RUDIN: I don't think there is

15 liability that is of different kind or character

16 than when you're working with a third-party

17 organization.

18 TRUSTEE TONKING: That's all I need to

19 know. I think that's fine.

20 CHAIR SCHMITZ: Okay. Would you be able

21 to take another -- take a stab at this and see if

22 you can, perhaps, make things a little bit more

23 concise?

24 MR. RUDIN: Yeah.

25 CHAIR SCHMITZ: All right. Then we will

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1 put that on our long range calendar, and we'll talk

2 about that, that at a date later. I just have to

3 make a note of that.

4 Then moving on to now our new G 5, which

5 is formerly F 4.

6 G 5. Sewer Pump Station No. 16 Motor Repair

7 CHAIR SCHMITZ: Review, discuss, and

8 approve the purchase order agreement for services

9 associated with the sewer pump station, pages 210

10 through 215.

11 That was Trustee Tulloch who requested --

12 unless I completely made a mistake. This was just

13 my error, so I'm sorry. What we were intending to

14 do was the other one with the blanket purchase

15 orders.

16 Seeing that it was on the consent

17 calendar, can I just ask the Board if they would

18 like to make a motion?

19 TRUSTEE TONKING: I move that the Board

20 accept the motion as is.

21 CHAIR SCHMITZ: Do I hear a second?

22 TRUSTEE DENT: I'll second.

23 CHAIR SCHMITZ: All those in favor?

24 TRUSTEE TONKING: Aye.

25 TRUSTEE TULLOCH: Aye.

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1 TRUSTEE NOBLE: Aye.

2 TRUSTEE DENT: Aye.

3 CHAIR SCHMITZ: Aye.

4 Then moving on to what was formerly F 6,

5 it's now G 6.

6 G 6. Professional Ski Racer Lila Lapanja

7 CHAIR SCHMITZ: Review, discuss, and

8 approve the agreement with professional skier, pages

9 246 through 254 of the board packet. That agenda

10 item is being brought forward by, I believe,

11 Mr. Raymore. The floor's yours.

12 MR. RAYMORE: Paul Raymoore, marketing

13 manager for the District.

14 I am here to propose a marketing agreement

15 between the District and professional ski racer and

16 local resident, Lila Lapanja.

17 I believe -- hopefully, the memo's pretty

18 complete, but I'm here to answer any question you

19 might have with regards to the potential agreement.

20 CHAIR SCHMITZ: Thank you.

21 I had requested, along with Trustee

22 Tulloch, this get pulled, so I'll let Trustee

23 Tulloch go with his questions first.

24 TRUSTEE TULLOCH: I see you've been

25 demoted since the memo was written.



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1 But I'm trying to understand what we're  
 2 trying to do with this. I mean, it's effectively a  
 3 sponsorship agreement, yet all we get out of it is a  
 4 couple of videos that may or may not be used and  
 5 shown. It's not like she's carrying patches or  
 6 anything. The racer's actually skiing for Slovenia,  
 7 or trying to ski for Slovenia this season and hoping  
 8 to make the Olympics with Slovenia. She's not  
 9 actually going to be competing for the U.S. ski  
 10 team.

11 So I'm trying to understand what we're  
 12 hoping to get off this and what the value of it is,  
 13 because I'm concerned it is setting precedents, it's  
 14 not necessarily the dollar value in this case. But  
 15 it's opening the floodgates. There's all sorts of  
 16 deserving cases that could come up with similar  
 17 reasons.

18 I'm trying to understand what we're hoping  
 19 to do, what benefits we're going to get out of it.

20 MR. RAYMORE: So from my perspective, Lila  
 21 has been and continues to be a great ambassador for  
 22 Diamond Peak and Diamond Peak's ski team and the  
 23 entire racing program that the mountain enjoys.  
 24 She's certainly the most successful, homegrown ski  
 25 racer to ever come out of Diamond Peak. She's also

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1 pickleball center as part of her overall training  
 2 plan, including some of the off-season training can  
 3 also help highlight how great the Rec Center is,  
 4 facility for training for everything from rehabbing  
 5 an injury she may have sustained, slipping on ice in  
 6 our local village, to training for athletics at the  
 7 highest level trying to compete on the Olympic  
 8 stage.

9 To me, the cost is simply -- it makes  
 10 sense from a marketing perspective, the value we  
 11 receive from the photo and video shoots, and her  
 12 continued advocacy. And the potential upside, if  
 13 she does qualify for the Olympics, I think is great.  
 14 To be able to associate Diamond Peak with an Olympic  
 15 athlete would be amazing.

16 TRUSTEE TULLOCH: Thank you, Mr. Raymoore.  
 17 As you're aware, I'm fairly well connected in the  
 18 ski racing world, and I'm pretty familiar with it.  
 19 I've seen the athletes at U.S. Nationals.  
 20 I haven't seen her at World Cup since she didn't  
 21 qualify for the World Cup at Squaw. I've never seen  
 22 anything mentioned about IVGID or Incline Village or  
 23 at any of these events that I've seen her at, just  
 24 for reference.

25 You also talk about representing Diamond

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1 always acted as a great ambassador for the mountain,  
 2 both on the World Cup stage, U.S. Nationals, and  
 3 throughout her career.

4 As you mentioned, she is now pursuing  
 5 Olympic qualification for the 2026 Olympics, via her  
 6 Slovenian heritage. For many years, she was on the  
 7 U.S. ski team. I believe she made that switch due  
 8 to kind of a lack of support from the U.S. ski team,  
 9 and he's been racing as an independent racer these  
 10 past few seasons on the World Cup as well as the  
 11 European Cup circuits.

12 So she's looking for that national team  
 13 support to pursue her Olympic dreams.

14 As mentioned in the memo, she has been  
 15 born and raised and always lived here in Incline  
 16 Village. She's a Picture Pass holder. And as I  
 17 mentioned, she's always been a great ambassador.

18 She has already appeared in many marketing  
 19 photo shoots for us and video shoots. We see that  
 20 as having tremendous value within the marketing team  
 21 associating the resort with a potential Olympic  
 22 athlete. While certainly she hasn't qualified yet,  
 23 the story behind the quest in the chase to do so I  
 24 think is a good one. I believe tying in the  
 25 District Recreation Center and the tennis and

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1 Peak ski team. I point out, Diamond Peak ski team  
 2 is not a district organization. It's a separate  
 3 foundation that operates out of Diamond Peak. The  
 4 name has been changed, I don't know if we need to  
 5 change our MOU, because it's now -- the MOU is with  
 6 Diamond Peak Ski Education Foundation, and Diamond  
 7 Peak ski team is not part of the IVGID.

8 If it's DPST she's promoted, wouldn't it  
 9 be more appropriate to have it funded by the  
 10 foundation?

11 MR. RAYMORE: I apologize if I mixed up  
 12 the acronyms. I just used Diamond Peak ski team as  
 13 the common name that most people refer to it as. I  
 14 believe they're meant to be interchangeable.

15 TRUSTEE TULLOCH: Understood. I know the  
 16 names change on the uniforms. And being the head  
 17 coach and things, I'm aware it's changed. It used  
 18 to be DPSEF on the uniforms and things as well. I'm  
 19 not really splitting hairs over that.

20 Again, I'm just trying to understand why  
 21 we're doing this, and what precedents it creates.  
 22 It's not a case of the money here; it's a case of  
 23 what it's trying to do.

24 I mean, if this is something the ski --  
 25 that Diamond Peak wants to do to sponsor this

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1 athlete, I think it's -- that's -- is that a cost to  
 2 Diamond Peak or what's -- is this the correct way to  
 3 go about it? There's no patches, she's not going to  
 4 wear any patches on her uniform or anything.  
 5 MR. RAYMORE: My understanding is those  
 6 kind of sponsor agreements require much more cash  
 7 investment from a sponsor.  
 8 We are simply looking to kind of  
 9 capitalize on the story-telling opportunity that  
 10 exists with a homegrown athlete, who was born and  
 11 raised in Incline Village, has always been and  
 12 continues to be a great ambassador for our local  
 13 community and our local venues.  
 14 Being able to utilize her name, her voice  
 15 in our marketing photos and videos adds significant  
 16 value in my mind, and it is equal or greater than  
 17 the value that we are providing in terms of  
 18 complimentary access to our facilities.  
 19 TRUSTEE TULLOCH: You're absolutely  
 20 correct. Helmet patch is anywhere from one hundred  
 21 grand upwards, that's why I sponsor my own.  
 22 Again, perhaps you can describe what she's  
 23 doing as an ambassador because I'm quite sure -- I  
 24 haven't heard much. I know she's from Incline  
 25 Village, but I'm trying to understand what it is. I

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1 in many of our marketing promotions.  
 2 There are models who will come and do  
 3 photo shoots for us as well, and they charge actual  
 4 money. I think the compensation in this potential  
 5 agreement is in line with and is actually probably a  
 6 great deal in terms of getting great photo shoots  
 7 with a very accomplished skier who has a great story  
 8 to tell and is also a local for less money than we  
 9 would have to pay professional skiers to appear in  
 10 some of our marketing videos and photos.  
 11 Again, it's -- to me as your marketing  
 12 manager, I'm bringing this to you because I feel  
 13 like it's a good value. She's got a great story to  
 14 tell, and potentially an amazing story if she  
 15 qualifies for the Olympics. We can tie our name and  
 16 our brand to that story. It's a homegrown story.  
 17 It's pretty hard to beat something like that.  
 18 I can almost guarantee that any other ski  
 19 resort, Mt. Rose, Palisades, any of them, if they  
 20 have a similar story and a similar athlete, they're  
 21 going to take full advantage of it. And I can  
 22 guarantee you that some of the bigger resorts have  
 23 similar agreements where they're providing ski  
 24 season passes and other access to athletes who have  
 25 potential to represent them on a national or world

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1 mean, lots of people can claim to be good  
 2 ambassadors for us.  
 3 Again, I'm just trying to understand what  
 4 we're actually trying to achieve here. My reading  
 5 of the contract, we get to use her pictures -- the  
 6 only obligations of her is to do the photo shoots  
 7 with us and that's it. There's no word of mouth, no  
 8 commitment to spread the word about Incline Village  
 9 and Diamond Peak or anything like.  
 10 No disrespect, but I don't think Diamond  
 11 Peak is really not what's of interest to the  
 12 audience in the World Cup.  
 13 MR. RAYMORE: If you would like to come up  
 14 to some of the events that we run at Diamond Peak  
 15 where Lila appears and signs autographs, talks to  
 16 the kids on the ski team and our customers up at the  
 17 resort about her journey being raised right here in  
 18 Incline Village, learning to ski on the slopes of  
 19 Diamond Peak, listen to her speak about that story,  
 20 I think you would get a great sense of what I mean  
 21 about being a great ambassador for the region and  
 22 the ski hill.  
 23 We have, in the past, had a similar  
 24 agreement with her many years ago, and we've  
 25 utilized photos of her working out at the Rec Center

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1 stage.  
 2 TRUSTEE TULLOCH: Absolutely. But all the  
 3 other resorts you've quoted are private resorts, and  
 4 they make their own marketing decisions on that.  
 5 And I can give you a little money-saving  
 6 tip: At Mt. Rose, we don't pay models to come in  
 7 for photo shoots. We use our own people in terms of  
 8 that. There's an expense saving, one for you to put  
 9 into practice next season.  
 10 Thank you.  
 11 TRUSTEE NOBLE: I'd like to make a comment  
 12 that I think it's a fantastic deal for IVGID, given  
 13 the obligations under the agreement that Lila would  
 14 be agreeing to and it's -- there's tremendous upside  
 15 potential, depending on how she does, and the fact  
 16 that she would be utilizing some of our facilities  
 17 for free, I think, is well worth it given the  
 18 opportunities that Lila had.  
 19 And so I fully support this agreement.  
 20 CHAIR SCHMITZ: Any other comments or  
 21 questions?  
 22 I have just a couple of things. I think  
 23 it's fantastic to have somebody from your local  
 24 community promoting what's here.  
 25 You talked a lot about her being a great

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1 ambassador and you talked about her story and  
 2 starting out here at Diamond Peak. I think,  
 3 perhaps, maybe of more value than a photo shoot  
 4 would be to capture a video of her talking about her  
 5 story and talking about it and not just having it  
 6 being set up at Diamond Peak, but actually have it  
 7 being shared as part of our website so that people  
 8 can view it and whatnot.

9 I would encourage, perhaps, this get  
 10 changed a little bit to say to be a good ambassador,  
 11 that's what it would mean, then do some sort of a  
 12 video about her story that you just mentioned.

13 I had the question about the gear, and I  
 14 think that if we can have that value for Diamond  
 15 Peak and promote Diamond Peak through the eyes of a  
 16 local, successful ski racer, I think that would be a  
 17 wonderful thing to share. But I'm not sure not that  
 18 a photo shoot conveys that same message. Given what  
 19 you've said, I would encourage it to be a bit  
 20 different.

21 And if she wants to promote using the Rec  
 22 Center as her training place, but understand that  
 23 most of people who are users of the Rec Center are  
 24 local community, that they know about the Rec  
 25 Center, and we don't really offer a ski training

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1 program, per se, there.

2 And then the other thing that I had --

3 MR. RAYMORE: May I --

4 CHAIR SCHMITZ: No. Let me finish,  
 5 please. I'm going to finish with my final point,  
 6 and that is if she's not doing promotion of the  
 7 tennis and pickleball center, I'm not sure that is a  
 8 valid tie with a ski racer and using the Rec Center.

9 Those are my thoughts. And I'm highly  
 10 supportive of this. I'm just wondering if it could  
 11 be, maybe, swizzled a little different differently.  
 12 That's all.

13 MR. RAYMORE: If I may respond to just a  
 14 question on the video aspects. That is already  
 15 included in the agreement. The agreement states  
 16 that she will make herself available for one Diamond  
 17 Peak video shoot up to eight hours of time, plus one  
 18 Diamond Peak photo shoot of up to three hours of  
 19 time. And then the same two requirements for the  
 20 Rec Center.

21 We would work -- the topics of those video  
 22 shoots will, essentially, be crafted by the Diamond  
 23 Peak marketing and communication department, working  
 24 in collaboration with Lila.

25 And I think your story idea is pretty much

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1 in line with what we were thinking there, telling  
 2 her homegrown story, how the facilities that Incline  
 3 Village makes available have contributed to her  
 4 athletic achievements and her athletic goals.

5 CHAIR SCHMITZ: I do see that, that it is  
 6 a video, and I would like to say I'd like it to be  
 7 her story. And you said it's sort of in line with  
 8 that. I think that's what you said was the value,  
 9 and I just question whether the tennis and  
 10 pickleball are an appropriate tie to this.

11 TRUSTEE NOBLE: I would leave it up to  
 12 Diamond Peak to decide how they want to tell that  
 13 story with regards to their marketing since they are  
 14 experts and they know.

15 With regards to pickleball, it's such a  
 16 small part of it. If she uses it as part of her  
 17 training or a way to blow off steam, it doesn't  
 18 matter to me. I think this is still just a  
 19 fantastic deal for IVGID.

20 CHAIR SCHMITZ: Any other comments or  
 21 questions? Nope.

22 TRUSTEE TONKING: I move that the Board of  
 23 Trustees approve this item.

24 TRUSTEE DENT: I'll second.

25 CHAIR SCHMITZ: Motion's been made and

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1 seconded. All those in favor?

2 TRUSTEE TONKING: Aye.

3 TRUSTEE NOBLE: Aye.

4 TRUSTEE DENT: Aye.

5 CHAIR SCHMITZ: Opposed?  
 6 No.

7 TRUSTEE TULLOCH: Abstain.

8 CHAIR SCHMITZ: Motion passes.  
 9 Moving on to the long range calendar.

10 I. LONG RANGE CALENDAR

11 CHAIR SCHMITZ: On pages 345 through 348.  
 12 And we have a number of changes that happened  
 13 because of Mr. Sands' lack of availability tonight,  
 14 so we will be shifting those things.

15 We will be putting -- the naming policy,  
 16 is that sufficient for on August 28th?

17 MR. RUDIN: Yeah. That's a reasonable  
 18 time frame.

19 CHAIR SCHMITZ: All right. We'll put that  
 20 on.

21 We will have the pricing practice coming  
 22 back at that meeting. We have the golf clubs, and  
 23 we also have on the 28th, the Ordinance 7 changes  
 24 and report. It was recommended that the new  
 25 Director of Finance -- I'm sorry. The new Director

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1 of Parks and Rec would like to have that on the  
 2 28th.

3           Also on the 28th, I believe, is the sewer  
 4 and water CIP fund balance item from Public Works.  
 5 I think it was scheduled to be on this agenda, but  
 6 with Mr. Cripps being out, I know that she didn't --  
 7 Ms. Nelson did get all of the information she  
 8 needed.

9           I have a question for -- one of things  
 10 that came up in public comment tonight, I have  
 11 penciled in to the August 28th, after talking with  
 12 the Director of Public Works, and that is she's  
 13 going to be bringing back to us, on the 28th also,  
 14 the information on the grease interceptors so that  
 15 the Board can understand what the policy is, what  
 16 the issues are. And I have received at least one  
 17 email from a business owner who is being impacted by  
 18 this, so I'll share with that the Board as part of  
 19 that agenda item.

20           I don't know what direction the Board is  
 21 going to take, but I think it's important that the  
 22 Board understand what the policy is and what the  
 23 issues that are being creating. That, I also have  
 24 on the 28th.

25           With something the Board had said we

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1 wanted to do, we don't have another town hall on the  
 2 agenda. But it seems like our August 6th and the  
 3 28th is full. I don't know whether we, potentially,  
 4 have it in lieu of that September 11th meeting, but  
 5 I will look for input on that.

6           TRUSTEE TONKING: I'd recommend the  
 7 September 25th or October 9th. I will be remote on  
 8 the September 11th meeting. I was going to throw  
 9 that into long range, but -- or any of -- really,  
 10 that is the only that I have remote.

11           CHAIR SCHMITZ: You're remote on September  
 12 11th.

13           TRUSTEE TONKING: Yep. I have a fear of  
 14 flying on that day.

15           CHAIR SCHMITZ: Okay.

16           Any other comments or questions relative  
 17 to long range calendar?

18           MR. MAGEE: Thank you, Chair Schmitz.

19           A couple of other items that I want to  
 20 bring to the Board's attention. We talked a little  
 21 bit about Policy and Procedure 142, Resolution 1898.  
 22 When did the Board want to bring that one back?  
 23 That was item --

24           CHAIR SCHMITZ: Oh, we can bring that  
 25 back -- are you talking about Ray's agenda item

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1 without the redlines?

2           MR. MAGEE: Correct.

3           CHAIR SCHMITZ: Can we put that on the  
 4 28th?

5           MR. MAGEE: Also just for the information  
 6 for all of the trustees, I did talk to Trustee  
 7 Tulloch about the golf general manager providing  
 8 some golf financials midyear, season, where revenues  
 9 and expenditures are to date for the season, not  
 10 necessarily the fiscal year.

11           And I spoke with the Chair earlier today.  
 12 My intention was to put that on August 6th. I spoke  
 13 to Mr. Sands just before the meeting. I'm  
 14 recommending that we push that to the 28th.

15           But I also know that is important to the  
 16 Board, and so what I would suggest is when Mr. Sands  
 17 returns that is we create the financials and at  
 18 least give the Board the financials as rapidly as  
 19 possible through an off-agenda memo, and then we  
 20 will attach to the 28th agenda item for public  
 21 discussion, if that would be acceptable.

22           CHAIR SCHMITZ: Is there any issue with  
 23 that?

24           MR. RUDIN: No.

25           CHAIR SCHMITZ: Okay. Thanks.

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1           MR. MAGEE: Okay. And then the item for  
 2 blanket purchase orders, what date would you like  
 3 move that to?

4           CHAIR SCHMITZ: Is it -- well, how long is  
 5 it going to take get that --

6           MR. MAGEE: I'll defer to counsel on that  
 7 one. I'm not sure if it can be put together in time  
 8 for the 6th.

9           MR. RUDIN: I did speak with the  
 10 controller, who was consternated that she did not  
 11 have anything to work off of, and she is going to be  
 12 looking back at how this was previously done.

13           I would suspect that if we -- I think it  
 14 depends on the urgency of the procurement. And I  
 15 don't have any information about that, but I'm happy  
 16 to work with staff to get it on the 6th if it has to  
 17 go on the 6th.

18           MR. MAGEE: Sure. Happy to discuss that  
 19 with you offline, how it's been handled in the past.

20           And so if it's okay with you, Chair, we'll  
 21 get back to you on if we can get that back on the  
 22 6th. If we can, I think that would be most  
 23 appropriate.

24           CHAIR SCHMITZ: The agenda has to go out  
 25 by 9:00 a.m. tomorrow morning.

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1 MR. MAGEE: Understood.

2 MR. RUDIN: I think given that deadline, I

3 think it's very unlikely it will get on the 6th.

4 MR. MAGEE: Understood. Yeah, we'll talk

5 about this further.

6 And that's all I have, Chair.

7 CHAIR SCHMITZ: Okay. If there is

8 something that is urgent, please bring to our

9 attention.

10 MR. MAGEE: Absolutely.

11 CHAIR SCHMITZ: All right. Thank you.

12 Anything else?

13 Then moving on to Board of Trustees

14 updates.

15 J. BOARD OF TRUSTEES UPDATES

16 CHAIR SCHMITZ: Do we have any relative to

17 FlashVote or Snowflake Lodge or the tennis and Rec

18 Center? CIP?

19 No. Okay. I have one, the pickleball

20 committee -- actually just a few members of the

21 pickleball committee met with the new Director of

22 Parks and Rec. I think that meeting was very well

23 received, and I'm really thrilled with the rapport

24 and how things are going there. I think that was a

25 worthwhile kick-off meeting, with more to come on

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1 that.

2 Seeing that there's no other comments,

3 we'll move on to final public comments.

4 K. FINAL PUBLIC COMMENT

5 CHAIR SCHMITZ: Are there any public

6 comments here in the room?

7 MS. JEZYCKI: Michelle Jezycki.

8 Just two points of clarification on the

9 Policy 142, Resolution 1898. Being that you do have

10 two more weeks on it, I would highly encourage you

11 to have your HR folks look at that.

12 Also point of clarification on the

13 internal and external postings. If you have an

14 internal candidate, even if you don't, but it open

15 it, perhaps, for three days. Of course you want the

16 best, most-qualified candidate. It does a lot for

17 morale to let people kind of do self-reflection,

18 talk to their supervisors, maybe the GM to say, I

19 wonder if I would even qualify for this.

20 Have a small window. No harm no foul,

21 right? And then you could open up to the external.

22 Also, conversely, if you have an internal

23 candidate that is a likely shoe-in, to have other

24 people externally take the time and effort to apply

25 when it's basically a decided deal anyway, that's

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1 the point I was trying to make earlier in the

2 initial comments, is that it can really deter them

3 in the future to apply for another opportunity

4 otherwise.

5 That's all. Thanks.

6 CHAIR SCHMITZ: Do we have any online

7 comments?

8 MR. BELOTE: We do not, Chair.

9 L. ADJOURNMENT

10 CHAIR SCHMITZ: Seeing none, we will

11 adjourn the meeting at 8:35. Thank you all.

12 (Meeting ended at 8:35 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 July 31, 2024, at

7 the of the Board of Trustees public meeting, via

8 Zoom, and took stenotype notes of the proceedings

9 entitled herein, and thereafter transcribed the same

10 into typewriting as herein appears.

11 That the foregoing transcript is a full,

12 true, and correct transcription of my stenotype

13 notes of said proceedings consisting of pages,

14 inclusive.

15 DATED: At Reno, Nevada, this 13th day of

16 August, 2024.

17

18 /s/ Brandi Ann Vianney Smith

19

20 BRANDI ANN VIANNEY SMITH

21

22

23

24

25

# INVOICE

**BAVS SM-LLC**  
brandiavsmith@gmail.com  
United States

**BILL TO**  
**Incline Village General Improvement District**  
Susan Herron / Heidi White

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 48

**Invoice Date:** August 13, 2024

**Payment Due:** August 31, 2024

**Amount Due (USD): \$1,022.00**

Items	Quantity	Price	Amount
<b>Base fee</b> July 31, 2024 BOT meeting	1	\$350.00	\$350.00
<b>Per page fee</b> July 31, 2024 BOT meeting	112	\$6.00	\$672.00

**Subtotal:** \$1,022.00

**Total:** \$1,022.00

**Amount Due (USD): \$1,022.00**

## **Do You really want to fix it – and what to do**

### **So, what are you going to do about it Trustees – PROBABLY NOTHING**

I ran a successful wholesale office supply business for 30 years. I made a profit every year and I paid all of my loyal employees well including health care benefits, vacation benefits and a 401K pension plan. **None of you except Mr. Tulloch have any business experience or ever had to meet a payroll on Friday afternoon.** IVGID is essentially a group of businesses that you are supposed to manage. Lacking business experience, you 4 trustees lack the skill set to run IVGID. Because he rankles you with his impertinent questions and comments, you do not like Mr. Tulloch. But he is the only one here with real business experience.

But.....So that I am not painted with a broad brush as a do-nothing whiner or a charter member of the hateful eight, I will tell you what you need to do.

If you want to change the paradigm here you must:

1. Hire Tulloch as a temporary GM and/or organize a blue-ribbon committee with Tulloch and citizens that know accounting like Dobler and Nolet, and people who have run businesses like myself who can effectively interview and hire a new GM. You cannot depend on yourselves or a non-business HR person to do this.
2. Commit to out sourcing all of the money loosing activities, with food and beverage services – just as a starter and maybe golf in the near future.
3. Demand honesty and integrity from your employees or fire them.
4. Show some responsibility to spending the taxpayer's money and put their needs ahead of the desires of the staff.
5. Kill stupid budget busters like the snack shack at the beach when you can hire a food truck to do the service in the 12-16 weeks of summer to do the same job at no cost to the taxpayer.
6. Hire people that absolutely qualify for their positions unlike McGee, Cripps, and Winquest and get the books in order.
7. Finally, Mrs. Schmitz or any board president show some cajones and control the staff and do not let them bring stupid crap to the board agenda.

But, because I was not raised in the la la land of letting rogue employees run my show, I know that this board will do none of the bullet items shown above.

*Please include these comments in the permanent record of this meeting*

## Public Comments IVGID Board Meeting 7-31-2024 by Clifford Dobler

On Sunday, I sent to each of you a memo on poor budgeting and lack of Board approval for several capital projects. I hope you have read it and can see a total lack of internal controls. Here are some additional items needing attention. Attached.

In June 2021 it was discovered that all interest earned from cash deposits at the recreational venues and utility fund were reported as general fund revenues. As a result, \$490,000 was improperly accounted for in the General Fund. the Audit Committee requested that the interest earned for 2019 and 2021 be reclassified. Never done

IN 2020, the district was required to repair approximately a 1,000 lf of the effluent pipeline costing \$1,200,000 and to install air pressure relief valves costing \$643,000 both required to satisfy requirements of an order by the Nevada Department of Environmental protection. These improvements are abandoned and should be charged off.

In 2022, certain predesign costs of \$1.2 million were capitalized. Under recommendations from Moss Adams these costs should have been expensed and treated as a prior period adjustment. To avoid a material misstatement, IVGID staff classified only \$800,000 as current operating expenses which was improper thus falsifying the financial statements.

In fiscal 2023, without the required NRS Board approval, the General Fund lent the Internal Services Fund \$585,843 which has not been repaid.

In fiscal 2023, IVGID staff reported ALL carryover capital projects as restricted funds. Any restriction must have approval by the board which was not obtained. In addition, note 14 in the ACFR misstated the restriction as unrestricted.

For several year, IVGID staff has failed to report the facility fees for the Community Services and Beaches as nonoperating revenues but has continued to report such fees as operating revenues in violations of GAAP and the Moss Adams recommendation.

In April 2024 IVGID staff provided a revised budget of \$8.1 million for the effluent storage tank. The Army Corp of Engineers is providing a \$5.7 grant. IVGID is responsible for only \$2.4 million. In 2023, the IVGID budget was \$3 million so the \$600,000 of excess budget should have but was not returned to fund balance.

The largest unresolved issue are the 30 memorandums on accounting irregularity which I produced during my audit committee tenure. Resolution has not been done.

Attachment – Memo to Board of Trustees dated July 31.2024



# ATTACHMENT

July 31, 2024

To: Board of Trustees

Cc: Bobby Magee

As far back of August 31, 2021, I sent an e mail to then General Manager, Indra Winqest, about the urgent need for a capital project manager because of the sloppy work that existed. His response was "The existing Public Works Contract Administrator was not being managed, was not provided direction, training, and resources to be successful".

This request was made based on overpayment of a contractor by \$200,000 to \$300,000 for work not performed. The issue was presented to the GM and nothing was done.

Here are some more major errors:

Completion the Burnt Cedar Pool came in under budget leaving \$366,000. Rather than removing the excess from the budget, \$411,109 was spent on items not authorized by the Board and exceeded the excess budget by \$50,000.

In 2021, The Board approved a \$170,000 budget to refurbish two bathrooms in the Rec Center lobby, however, \$319,942 was spent without any Board approvals for the increase.

In 2022. The Board approved a \$860,000 budget to refurbish the two locker rooms in the Rec Center, however. \$1,068,019 was spent without any approvals for the increase.

In 2021, Public Works issued a contract to replace cart paths on 8 holes at the Mountain. Golf course. The contract was not in accordance with the specifications in the bid packet. When caught management of IVGID gave false statements on their authority to modify the contract. The budget was for \$550,000 but actual costs were \$574,000 exceeding the budget with no Board approval.

In 2022, Public Works convinced the Board that patch work, crack filling and slurry coating would be adequate for the remaining cart paths (10 holes) for a contract price of \$187,000. The contract documents had severe errors in quantities. In 2023, Public Works requested and obtained an additional \$160,000 for extra work. Without Board approval the contract was amended for a \$262,649 an increase \$102,649 higher. One par three hole was repositioned under as separate contract for \$216,000 and within the budget. The original budget for the entire budget was \$550,000. Total actual costs are estimated at approximately \$1,500,000.

In April 2023. A design and build contract for \$576,390 was issued to improve the Diamond Peak kitchen. The contract was fixed, however, IVGID had to pay \$26,643, for equipment

which was claimed to be excluded from the contract. An additional \$255,875 change order was issued for expanded work. Final costs are unknown.

Two contracts were issued to Granite Construction under maximum prices of \$9,365,500 and \$46,744,705 for the Effluent Pipeline Project. Granite was to receive a "Construction Manager Fee Percentage" based on costs. The first contract did not include the required percentage, but IVGID staff proceeded to pay 14%. Apparently, no paperwork existed and attorneys were brought in for no purpose. When the second contract was issued the contract also did not include a required percentage, but IVGID staff continued to insist that the fee should be 14%. Trustee Tulloch was successful in reducing the fee to 10%. In addition, Granite would receive 20% of any unused project risk reserve in the contract. These were the largest contracts ever issued by IVGID but management failed to ensure the contract was properly documented. It is assumed that IVGID paid a 14% fee on the first contract.

While the current engineering personal was not here in 2019, the management, at that time, completed a baseball field for \$1,723,052 with a budget of only \$1,208,071 causing a project overrun of over \$500,000. A grant for \$1,308,001 was agreed with Duffield but management never requested a budget amendment from the Board of Trustee. In addition Duffield was required to pay an additional \$50,000 for a storm drainage addition. but management never asked for the reimbursement.

In 2022, IVGID decided to put the effluent storage pond in the larger pond and proceeded to design the project. With the IVGID Staff, Granite Construction, HDR engineering and others apparently did not realized that the pond would require TRPA coverage and study of the current dam would be required. The larger pond was never required and \$413,026 was spent on design which had no value. The lower pond with a concrete storage tank was determined to be the best alternative.

Because of the absent of a contract management, stakeholders of IVGID were required to pay excess amounts on contracts, several contract disputes arose and substantial cost overruns of the budget was never brought to the board for approval.

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**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR JULY 31, 2024  
MEETING – AGENDA ITEM C – PUBLIC COMMENT – THE BOARD'S  
REFUSAL TO CLARIFY WHETHER PART OF OUR COMMUNITY  
IS BENEFITTING FROM PREFERENTIAL UTILITY RATES**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff unethical conduct, lack of professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's preferential assessment of utility rates. And no one on the Board will come clean to clarify. And that's the purpose of this written statement.

**My July 27, 2027 E-Mail to The Board<sup>2</sup>:** At the Board's July 10, 2024 meeting Public Works Director Kate Nelson complained that the steel hazardous waste building had to be replaced, and there had been no budgeting for the same when the 2024-25 budget was approved. At Ms. Nelson's urging, the Board approved a one-time \$14.74 modification to our sewer rates. But the question remains is that \$14.74 per user? Or \$14.74 per account? Let me explain the difference.

There are a series of utility accounts made up of many individual dwelling units. Examples would include the roughly 100 condominium projects in town. Or the several apartment complexes where the water/sewer requirements are billed to the complexes as a whole. So when this one time \$14.74 charge is assessed, will it be based on the number of users represented by an account, or simply one account – one assessment? You'd think this would be an easy and straightforward answer to provide. Yet as you can see, it isn't. Rather than recounting more of the substance of my comments on this subject, I refer the reader to said Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated staff get replaced by even more unqualified, incompetent and over compensated staff. And look at the results. No effort to eliminate wasteful expenditures, and complete denial. And continuation of preferential pricing to favored collaborators. As I've pointed out so many times before, these are all the red flags of a criminal syndicate<sup>3</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies, and they and

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

<sup>2</sup> That e-mail is attached as Exhibit "A" to this written statement.

<sup>3</sup> NRS 207.370 instructs that "criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."

your water/sewer rates are as high as they are high? And how more and more households are unable to afford expenditures such as this one?

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

## **EXHIBIT "A"**

## SECOND Request For Clarification of New One Time Charge to Fund Hazardous Waste Bldg

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**From:** <s4s@ix.netcom.com>  
**To:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>  
**Cc:** "Dent Matthew" <dent\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>  
**Subject:** SECOND Request For Clarification of New One Time Charge to Fund Hazardous Waste Bldg  
**Date:** Jul 27, 2024 4:00 PM

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Chairperson Schmitz and Other Honorable Members of the IVGID Board -

Can I not please get a response to my question? How many times do I have to ask?

Kate Nelson's request for a one time \$14.74 charge on our monthly utility bills for a replacement hazardous waste building has now appeared on our latest utility bills. And no one can tell me if the charge is being assessed to all 8,200+ parcel owners or District water customers or District sewer customers? Or just the approximate 4,400+ District water/sewer accounts?

And BTW, are any of the 200+ unimproved buildable lots in town being billed this \$14.74? Or do they escape assessment because they don't receive District water and/or sewer bills?

Thank you for your cooperation.

Aaron Katz

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

**From:** <s4s@ix.netcom.com>  
**Sent:** Jul 10, 2024 9:19 PM  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>  
**Subject:** Request For Clarification of New One Time Charge to Fund Hazardous Waste Bldg

Chairperson Schmitz and Other Honorable Members of the IVGID Board -

Ms. Nelson's proposal for a one time charge getting added to each utility bill was confusing. And here's the confusion.

Board members should know that condo ass'ns and apartment buildings receive a single account bill even though there are many other users. So when this new one time charge is assessed, is it going to be assessed to each account or each unit encompassed in an account?

For example, if there are "x" units encompassed within a single account, typically one defensible space charge is assessed per unit encompassed. In contrast, one admin fee is typically charged per account.

So what is it going to be for this new hazardous waste bldg charge? One charge per account? Or one charge per each unit encompassed within an account?

Thank you for the clarification. Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR JULY 31, 2024  
MEETING – AGENDA ITEM C – PUBLIC COMMENT – THE GRIM  
REALITIES OF THE DISTRICT'S FINANCIAL *UNSUSTAINABILITY*  
JUST SO NO ONE CAN SAY HE/SHE DIDN'T SEE IT COMING!**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff unethical conduct, lack of professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's the road we're on for financial Armageddon. And the need to prepare for return of the District to Washoe County. And that's the purpose of this written statement.

**My July 24, 2024 E-Mail to The Board<sup>2</sup>:** On July 24, 2024 I wrote to the Board to warn of what I see as financial Armageddon. Projected negative operational financials; tens of millions of capital improvements; unsustainable personnel costs; and, insolvency. The only saving grace being the invalid financial subsidy we know as the Rec Fee. Which future Boards will have to harness because there is no other possible white knight. Rather than recounting the substance of my comments on this subject, I refer the reader to said Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated staff get replaced by even more unqualified, incompetent and over compensated staff. And look at the results. No effort to eliminate wasteful expenditures, and complete denial. As I've pointed out so many times before, these are all the red flags of a criminal syndicate<sup>3</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies, and they are as high as they are?

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

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

<sup>2</sup> That e-mail is attached as Exhibit "A" to this written statement.

<sup>3</sup> NRS 207.370 instructs that "criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."



## EXHIBIT "A"

## Wake Up and Smell The Coffee Mrs. Bueller!

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**From:** <s4s@ix.netcom.com>  
**To:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>  
**Cc:** "Dent Matthew" <dent\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>, <bma@ivgid.org>, "Homan Mick" <homan\_audit@ivgid.org>, <jezycki4ivgid@gmail.com>  
**Subject:** Wake Up and Smell The Coffee Mrs. Bueller!  
**Date:** Jul 24, 2024 11:35 PM

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Chairperson Schmitz and Other Honorable Members of the IVGID Board -

You and past boards have refused to come to grips with the grim realities I and others have been warning about...for years. And now most of you are complaining of financial unsustainability without any realistic plan to get us out of the mess we're in. Because there is no plan other than to drastically downsize.

I keep telling you that we can't rely upon the professionalism and competence of our staff to come up with any realistic number for anything. I have decades of evidence to point to in support of this truism.

So according to our staff, their estimate of the District's capital improvement project ("CIP") expenditure requirements over just the next five (5) years totals a whopping \$108,113,912 (see page 28 of the Board's March 6, 2024 Board packet)! Even if we subtract the \$51,314,200 of estimated Utility Fund CIP expenditures (see page 25 of the of the Board's March 6, 2024 Board packet) from this number, we're still left with an unbelievable \$56,799,712 or \$11,359,942 per year. Every year!

And what's a joke is this number doesn't include four of Trustee Noble's "wish list" priority projects! Like reconstruction of Ski Way. And reconstruction of Snowflake Lodge. And construction of a spiffy new Beach House. And development of a dedicated dog park. Right Mr. Noble? So you'd better add another \$18 million or so to the pot. Now putting us at nearly \$75 million for your perceived bonding! Plus costs of bonding. Or roughly \$15.6 million per year. For each of the next five (5) years.

According to your most recent operational budget for the current fiscal year, we're budgeted to generate an estimated:

1. \$23,906,450 in Community Services Fund revenues (less facility fee subsidies of \$1,233,150 and inclusive non-operating interest income of \$439,800), and \$22,885,685 of expenditures (see Schedule F1 page 12). For a net \$1,020,465 of positive income; and,
2. \$1,498,100 in Beach Fund revenues (less facility fee subsidies of \$2,328,600 and inclusive non-operating interest income of \$96,400), and \$2,384,530 of expenditures (see Schedule F1 page 14). For a net \$55,930 of negative income.

We already know these numbers are fantasy because we can't generate anything near the revenue we've budgeted for in these two funds. Nor are we able to operate our recreation/other facilities at the "low ball" numbers included in the budget. And each of you knows this.

But let's say for purposes of argument these numbers are accurate. Combining operation and CIP expenses, we've estimated to require \$14,800,000 per year. So where's the number going to come from?

Do you think any of our 3M trustee candidates plus Trustee Noble will be able to reduce the number of vital employees?

Or reduce payroll?

Or increase revenues?

Or decrease expenditures other than payroll?

Or do you think you can find a new GM? At a compensation package of less than \$500K/annually?

No Trustee Tonking. It's not "water under the bridge." We need a serious, serious conversation of where to go from here. If anyone, and I'm talking to the 3 M's up for election in particular, really think you're going to be able to turn this ship around, you're dreaming. Your only option is going to be bonding which will shackle local parcel owners/their successors with markedly higher Rec Fees for years? Even though you know our Rec Fee is not a standby service charge for the alleged availability make our recreation and beach facilities available to be used by those properties, rather than their occupants. If not, what else?

If we have to spend money like this on infrastructure of replacements, don't you think the time has come to go out of business? It's not worth it, and it's as simple as this.

For whom are we really doing all of this? And at these fantasy numbers?

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR JULY 31, 2024  
MEETING – AGENDA ITEM F(1) – OBJECTION TO APPROVAL OF  
THE PROPOSED MINUTES OF THE BOARD'S JUNE 12, 2024  
MEETING GIVEN THEY OMIT WRITTEN REMARKS  
REQUESTED TO BE INCLUDED**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of professionalism, wasteful spending, and a flagrant disregard for the financial sustainability of the District. This time it's whoever prepares Board packets in anticipation of Board meetings where matters like this one are voted upon by the Board. Normally I would assume that staff would be Board Clerk Heidi White. But recently we've learned that Susan Herron has unilaterally interjected herself into the process. Oftentimes inserting other persons' names as if they were the originator of content when in truth and in fact, the originator is Ms. Herron. So we can't jump to conclusions the culprit here is Ms. Herron. But regardless, that's the purpose of this written statement.

**My July 27, 2024 E-Mail to The Board<sup>2</sup>:** On July 27, 2024 I wrote to the Board voicing my objections to approval of the proposed minutes for the Board's June 12, 2024 meeting. I was present at that meeting. I addressed the Board, submitted written remarks, and asked they be included in the minutes of that meeting. Yet those proposed minutes have come out, and my written remarks are nowhere to be found. Is this simply negligent? Or something more nefarious? Does staff want to silence me so members of the community are kept in the dark insofar as matters of concern to them? But rather than recounting the substance of my comments, I simply refer the reader to said Exhibit "A."

Even though I asked that the matter be taken off the calendar and continued to another date and time when corrected minutes could be presented and approved, I can only speculate what the Board will actually do. Based upon my experience, I expect my objections will be ignored and the defective minutes will be approved. Depriving future readers of the several wrongs I attempted to preserve. If that takes place, I will be forced to file an Open Meeting Law ("OML") complaint. But I guess we'll wait and see what happens.

**Conclusion:** Employee behavior like this just keeps happening over and over and over again. Unqualified, less than competent, less than ethical and grossly over compensated staff get replaced

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

<sup>2</sup> That e-mail is attached as Exhibit "A" to this written statement.

by even more unqualified, less than competent, unethical and more over compensated staff. And look at the results. No effort to comply with the NRS when staff's intent is to shield the public from my more criticism. As I've pointed out so many times before, these are all the red flags/earmarks of a criminal syndicate<sup>3</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees and water/ sewer rates, tolls and charges are as high as they are? And going higher?

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

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<sup>3</sup> NRS 207.370 instructs that "criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."



# EXHIBIT "A"

## **P.S. Re: July 31, 2024 IVGID BOT Meeting - Agenda Item F(1) - Approval of Minutes of The IVGID Board's June 12, 2024 Meeting - DO NOT Approve These Minutes as Present as They are DEFICIENT - Where Are My Written Statements?**

---

**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>  
**Subject:** P.S. Re: July 31, 2024 IVGID BOT Meeting - Agenda Item F(1) - Approval of Minutes of The IVGID Board's June 12, 2024 Meeting - DO NOT Approve These Minutes as Present as They are DEFICIENT - Where Are My Written Statements?  
**Date:** Jul 27, 2024 2:21 PM

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Chairperson Schmitz and Other Honorable Members of the IVGID Board (trustee candidates Mick and Michelle also because I want the two of you to be aware of the extent of District disfunction) -Sorry to bother you with a P.S. to the e-mail below. But.I thought the omission to include my written statements in the minutes of the subject meeting might be innocent. And it might be Heidi.However, upon reflection, the thought struck me our culprit may be the same cancer in our community I wrote to you about before.Ms. Cancer has a history of preparing official documents which reflect the name of persons other than herself.And with her recent rebuttal to the RubinBrown Report, she has a history of protecting the District without instruction or oversight. So here she might have desired to protect the District from criticism by omitting my written statements from the minutes of the June 12 BOT meeting.So if anyone chooses to investigate, you might want to investigate who assembled the Board packet with the intent, opportunity and motivation to omit my written statements?Just a thought. Aaron Katz

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

**From:** <s4s@ix.netcom.com>  
**Sent:** Jul 27, 2024 11:54 AM  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>  
**Subject:** July 31, 2024 IVGID BOT Meeting - Agenda Item F(1) - Approval of Minutes of The IVGID Board's June 12, 2024 Meeting - DO NOT Approve These Minutes as Present as They are DEFICIENT - Where Are My Written Statements?

Chairperson Schmitz and Other Honorable Members of the IVGID Board (trustee candidates Mick and Michelle also because I want the two of you to be aware of the extent of District disfunction) -

Is the District being properly managed? As you know this is one of the first steps under NRS 318.515(1) in returning supervision over the District to Washoe County. And the answer to this question is hell no. And here's more evidence. Or as my friend DJ Kahled instructs, "another one!"

And here it's the minutes of the BOT June 12, 2024 Meeting ("the 6/12/2024 Board packet"). In particular see pages 36-37 of the Board packet for our upcoming July 31, 2024 BOT Meeting. Let me quote:

1. "Initial Public Comment.

Mr. Katz: Thank you. Good evening, Trustees. Aaron Katz, Incline Village. I have several written statements that were given (to Heidi White who was present) to be included in the minutes..."

2. Attachments to those minutes - starting at page 67 of the 6/12/2024 Board packet. THERE ARE NO ATTACHMENTS!

3. Even if you assume pages 69-82 of the 6/12/2024 Board packet represent attachments to the minutes of that meeting, WHICH I DO NOT ASSUME, NONE consist of the written statements I presented for inclusion in the minutes of that meeting.
4. Copies of my written statements (there were six of them), absent the attached exhibits to those written statements, are attached to this e-mail. Look at them for yourselves. Do you see any attached to the proposed minutes of that meeting? Of course you don't.
5. NRS 241.035(1)(d): "Each public body shall keep written minutes of each of its meetings including...The substance of remarks made by any member of the general public who addresses the public body if the member of the general public requests that the minutes reflect those remarks or, **if the member of the general public has prepared written remarks, a copy of the prepared remarks if the member of the general public submits a copy for inclusion.**"
6. Did I submit prepared written remarks for inclusion in the minutes of that meeting? Was I present to give my remarks to the Board? Did I request those remarks be included in the minutes? SO WHERE ARE THEY?

I ask this matter be removed from the agenda and only return once staff have presented proposed minutes which include the written statements I presented. If this doesn't take place, then I will file an OML violation.

Moreover, now staff is forcing me to go back and review all proposed minutes to ensure they include written remarks I requested be included in those minutes. Because I can't trust staff to follow the NRS.

And since I have now identified ANOTHER NRS violation, I again ask the Washoe County Board of Commissioners be notified pursuant to NRS 318.515 that: (a) the District is not being properly managed; and, (b) the IVGID Board is not following NRS 241.

Respectfully, Aaron Katz



**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR JULY 31, 2024  
MEETING – AGENDA ITEM G(5) – THE FUTURE OF THE BEACH  
PROJECT RECOUNTED BY AN EMPLOYEE WHO IS OUT OF  
HIS LEAGUE ON THE SUBJECT BECAUSE HE NEEDS  
TO JUSTIFY HIS FULL TIME EMPLOYMENT**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of professionalism, wasteful spending, and a flagrant disregard for the financial sustainability of the District. This time it's Tom Sands and his rendering of opinions about the beaches, beach F&B and food trucks. Even though he has little expertise in any of these areas. So why do we rely upon someone like this as opposed to outsourcing the matter? And that's the purpose of this written statement.

**My July 30, 2024 E-Mail to The Board**<sup>2</sup>: On July 30, 2024 I wrote to the Board voicing my objections to the conclusions raised by Golf GM Tom Sands to District matters out of his wheelhouse of expertise; our beaches, F&B, F&B at the beaches, and the advisability of our purchasing and operating food trucks at the beaches. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** Employee behavior like this just keeps happening over and over and over again. Unqualified, less than competent, less than ethical and grossly over compensated staff get replaced by even more unqualified, less than competent, unethical and more over compensated staff. And look at the results. No effort to eliminate wasteful expenditures like the one the subject of this written statement not having anything directly to do with furnishing the mere availability of facilities for public recreation and. Here the Board asked to examine F&B financial operations at the beaches, and it hasn't received what it requested. Meaning the Board knows little more about this subject than it did when request was first made. As I've pointed out so many times before, these are all the red flags/earmarks of a criminal syndicate<sup>3</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees and water/sewer rates, tolls and charges are as high as they are? And going higher?

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

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else>.

<sup>2</sup> That e-mail is attached as Exhibit "A" to this written statement.

<sup>3</sup> NRS 207.370 instructs that "criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."

**EXHIBIT "A"**

## July 31, 2024 IVGID BOT Meeting - Agenda Item G(5) - The Future of Incline Beach Food And Beverage aka "The Incline Beach Project"

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>, <jezycki4ivgid@gmail.com>, <homan4ivgid@gmail.com>  
**Subject:** July 31, 2024 IVGID BOT Meeting - Agenda Item G(5) - The Future of Incline Beach Food And Beverage aka "The Incline Beach Project"  
**Date:** Jul 30, 2024 9:34 AM

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Chairperson Schmitz and Other Honorable Members of the IVGID Board (trustee candidates Mick and Michelle also because I want the two of you to be aware of the extent of District disfunction) -

Is the District being properly managed? As you know this is one of the first steps under NRS 318.515(1) in returning supervision over the District to Washoe County. And the answer to this question is no. And here's more evidence. Or as my friend DJ Kahled instructs, "another one!"

Here our Golf GM, Tim Sands, has agendized a matter regarding "The Incline Beach Project."

Well what exactly is this project? I've never heard of it before. Have you? And if you have, have you ever directed staff to do anything towards its prosecution? Bueller? Bueller?

And BTW, why do I have to hear from someone like Mr. Sands about beach matters? Let alone non-golf beach matters? HE'S NOT QUALIFIED.

Here we go again. Mr. Sands is a glorified golf pro. His responsibilities are with our golf courses. Not food and beverage. Certainly not the beaches. Not the pro shop. Not facility sales. Just our golf courses.

And just like our buddy Paul Raymore, this position is not worthy of a full time benefited position either. Rather than seasonal. At max of six (6) months of seasonal work.

But we couldn't attract a vital employee like Mr. Sands if we only offered him a seasonal, unbenefited position. Right? So staff are forced to create another unnecessary position just like Susan Herron's. And put someone in charge who is out of his league when it comes to food and beverage sales. And retail merchandising. And beach matters. What our wonderful staff have done is create a position which overall is "garbage" and then we're surprised when the net result is "garbage." Or as I like to refer to it, GIGO or "garbage in, garbage out."

So let's start reading Mr. Sands' staff memo (pages 338-344 of the Board packet) in support of "the beach project."

First, Mr. Sands refers to some "milestone" insofar as the Beach Capital Plan for FY 2024/25 is concerned. What does this have to do with food and beverage ("F&B") sales at our beaches? And what qualifications does Mr. Sands possess to be dealing with F&B? Let alone at our beaches. He's presumably a golf guy.

Next, Mr. Sands refers to schematic design contracts for the Incline Beach House and improved beach access. What does this have to do with food and beverage sales at our beaches? And what qualifications does Mr. Sands possess to be dealing with schematic design of a CIP project? Or engineering? Or traffic flow? Why isn't our crack in house engineering department handling these matters?

Finally, Mr. Sands refers to the analysis of historical F&B data as well as food truck costs. To make the case we're better off doing what we have done for decades, in house, insofar as beach F&B sales are

concerned. And what qualifications does Mr. Sands possess to be dealing with F&B and food truck costs? Why does he even mention the subject?

## BUT IT GETS WORSE!

1. Mr. Sands tells us that on June 12, 2024 staff sought amendments to the 30% schematic design contracts for the Beach House and Beach Access projects referring to page 740 of the Board packet. I have gone to that packet and THERE IS NO PAGE 740!

2. Yes there is an agenda item G(1) but where does it mention food trucks?

3. Notwithstanding, yes the Board asked staff for F&B data. But as you will see, Mr. Sands hasn't provided what was requested. Listen to the garbage justification propaganda spewed by Mr. Sands in support of more money losing commercial business enterprises: "Creat(ion of)...a community benefit (over the current Incline Beach snack shack) through updating aesthetics;" "provid(ing)...new services (at increased costs of course) to residents and their guest(s);" "boost(ing) staff morale." What does any of this have to do with addressing money losing F&B operations?

The Board asked for substantive data. And not deceitful data. HOW MUCH MONEY DID WE LOSE Mr. Sands? Not gross revenues. Revenues less expenses. And less all expenses like the ones staff never report (like central services costs assigned to F&B operations). When you consider all of the costs, FOR A SNACK SHACK no less; or capital costs LIKE A \$2M KITCHEN to serve pre-made sandwiches; and at the end of the day you can't even tell us how much money we lost; nor as a result of sales on what days of the season; so the Board can make an intelligent decision re continued operation of this money losing black hole business; it kind of says it all, doesn't it? And as if you were even qualified to undertake an analysis like this in the first place.

4. And no, the Board didn't ask for an investigation of a food truck option, let alone one run in house rather than being outsourced. Yet here Mr. Sands went off on a tangent...again. Purchasing and operating a food truck instead of the Beach House. No Mr. Sands. We OUTSOURCE food truck sales. Someone else's food truck(s). Not ours. And someone else's employees. Not ours. And someone else's losses caused by employee theft. Not our losses due to employee theft. So the public doesn't have to incur the many costs you have outlined. Where exactly is this option?

What we have here is more "busy work." To justify full time employment for a seasonal job. Conducted by someone without real expertise. Let alone higher priced lack of expertise inasmuch as the costs of Mr. Sands are far in excess of comparable qualified outsourced costs. And at the end of the day, what value has the Board and the public received as a result of Mr. Sands' report and request for direction? Like I said. Bueller? Bueller?

So what is the future of beach F&B sales? Here's my recommendation. Cease in house run F&B sales. They generate a loss at everywhere we run them in the District. Grille Restaurant? Bar cart sales? Mountain golf course light kitchen options? Beach F&B? Catering? Loss, loss, loss. Furthermore, government shouldn't be in any of these businesses. That's not what you're here for. And each of you knows this.

How about this one? IVGID is NOT the equitable owner of the beaches. Local parcel owners with beach access are. IVGID is nothing more than a fiduciary for the benefit of we local parcel owners. To advance our recreation and nothing more (meaning no F&B sales. Nor \$8M or greater beach houses). And you've demonstrated you're incapable. So how about giving us our beaches back? The only reason the District secured bare legal title in the first place was so that public bonding could take place so funds could be generated to pay Crystal Bay Development Co. for the beaches. But now that those bonds have been paid off, what exactly do we need IVGID for? You don't think we can do a better job of managing our beaches?

Why don't you ask us rather than people like Mr. Sands? Why don't you ask our non-resident owners who can't vote for trustees who manage their beaches because they're not qualified electors? Why don't you ask our resident owners who own multiple Incline Village properties with beach access, yet only get one vote even though they pay multiple BFFs? Why don't you ask our resident corporate,

partnership or trust owners who can't vote for trustees who manage their beaches because they're not qualified electors? Why don't you ask local parcel owners who don't have beach access (like Frank Wright) who suffer from your lack of 100% loyalty when it comes to beach issues? Or are forced to post security for beach general obligation bond borrowing, even though they are denied access? Exactly why are you here and for who's benefit do you act?

When does the Board get it? Stop hiring boys to do a man's job. And don't hire a golf GM for a full time position when we only need him/her for a 5-6 months seasonally. If you continue to refuse to do this, you are destined to repeat our history of failure. Violating the Einstein rule of insanity. Why? Because you guys know better and dummies like me don't. But remember, I'm not the cause of your inability to generate revenue neutral operations.

Like I said. So much for this propaganda!

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR JULY 31, 2024  
MEETING – AGENDA ITEM F(6) – FREEBIES FOR ANOTHER STAFF  
FAVORED COLLABORATOR WITHOUT REGARD TO THE COST  
OF LOCAL PARCEL OWNERS?**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of professionalism, wasteful spending, and a flagrant disregard for the financial sustainability of the District. This time it's Paul Raymore and his parsing out of free recreation privileges to his favored collaborator Lila Lapanja. Who does essentially nothing to promote Incline Village or IVGID, and is now representing a foreign country; Slovenia. And that's the purpose of this written statement.

**My July 29, 2024 E-Mail to The Board**<sup>2</sup>: On July 29, 2024 I voiced my opposition to this giveaway at local parcel owners' expense. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** Employee behavior like this just keeps happening over and over and over again. Unqualified, less than competent, less than ethical and grossly over compensated staff get replaced by even more unqualified, more less than competent, more unethical and more over compensated staff. And look at the results. No effort to eliminate wasteful expenditures like the one the subject of this written statement not having anything directly to do with furnishing the mere availability of facilities for public recreation and utilities. And the fabrication of false justification to support more and more giveaways. As I've pointed out so many times before, these are all the red flags/earmarks of a criminal syndicate<sup>3</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees and water/sewer rates, tolls and charges are as high as they are? And going higher?

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

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

<sup>2</sup> That e-mail is attached as Exhibit "A" to this written statement.

<sup>3</sup> NRS 207.370 instructs that "criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."



## **EXHIBIT "A"**

## Re: July 31, 2024 IVGID BOT Meeting - Agenda Item F(6) - Freebies For Another Staff Favored Collaborator - And on The Consent Calendar No Less! - P.S.

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**From:** <s4s@ix.netcom.com>  
**To:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>  
**Cc:** "Dent Matthew" <dent\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>, <jezycki4ivgid@gmail.com>, <homan4ivgid@gmail.com>  
**Subject:** Re: July 31, 2024 IVGID BOT Meeting - Agenda Item F(6) - Freebies For Another Staff Favored Collaborator - And on The Consent Calendar No Less! - P.S.  
**Date:** Jul 29, 2024 11:53 AM

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Chairperson Schmitz and Other Honorable Members of the IVGID Board (trustee candidates Mick and Michelle also because I want the two of you to be aware of the extent of District disfunction) -

Well I guess it couldn't get any worse. But then we're talking about IVGID. So those of us in the know, know that of course it can get worse! And here we go.

So you will recall below that I asked for Paul Raymore current job title and pay grade? And this morning I received a written response the subject of PRA No. 24-96 (look it up for yourselves). Bottom line, Paul Raymore's job title is "Marketing Manager." Okay. So why is he calling himself "Marketing Director?" And if he's not telling the truth to the Board and the public, do you think he might not be telling the truth to non-IVGID employee colleagues and vendors? To make himself look to be more important than he really is?

Let's finish the inquiry, shall we? So I asked for Mr. Raymore's compensation salary grade, and I was told it is 27. So what does that mean in the real world? Between a low of \$78,149, and a high of \$109,409. Now what do you want to bet his actual compensation is under \$100K annually? In other words, here it's summer time so we don't need to be paying him to market DP. Yet we're paying him over \$100K annually in salary plus benefits! We're overspending millions on worthless endeavors, and Mr. Raymore is Exhibit "A" when it comes to worthless endeavors. As exemplified by the current agenda item.

Whiner Riner, Kristie Wells and others like them in our community are so critical of me when I call out dysfunctional employees like this one who are so grossly overpaid and under qualified. Well I'm sorry. If the glove doesn't fit you must acquit! But here, we see the glove actually fits.

Just say no to this inappropriate request. And start being financially responsible. Respectfully, Aaron Katz

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

**From:** <s4s@ix.netcom.com>  
**Sent:** Jul 29, 2024 12:22 AM  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>, <jezycki4ivgid@gmail.com>, <homan4ivgid@gmail.com>, Feore Erin <ekf@ivgid.org>  
**Subject:** July 31, 2024 IVGID BOT Meeting - Agenda Item F(6) - Freebies For Another Staff Favored Collaborator - And



on The Consent Calendar No Less!

Chairperson Schmitz and Other Honorable Members of the IVGID Board (trustee candidates Mick and Michelle also because I want the two of you to be aware of the extent of District disfunction) -

Is the District being properly managed? As you know this is one of the first steps under NRS 318.515(1) in returning supervision over the District to Washoe County. And the answer to this question is no. And here's more evidence. Or as my friend DJ Kahled instructs, "another one!"

Here our marketing manager (or has he been promoted to Director of Marketing? - read below), who I have criticized many times before, has agendized this matter regarding the giveaway of recreational venue use, and for what? And more bothersome, on the consent calendar no less. When are these people going to get it? We're not here to use tools such as these to market our over burdened recreation/other facilities to the world's tourists. But what do I know?

Let's start with Policy and Procedure Resolution No. 141 which appears at pages 250-51 of the Board packet. Paragraph 5. "Fee Waivers:"

"The Board of Trustees may authorize additional complimentary or discounted use of District facilities...in its discretion." So I guess this is the justification for Mr. Raymore putting this matter on a BOT agenda. But you would think that our professional staff would know better. Wishful thinking.

Now let's move on to the IVGID position Paul Raymore holds.

I want you to go to page 7 of the May 23, 2023 Board packet. There you will find "budget highlights" for the 2023-24 budget. Under "personnel/staffing" we learn that "the Marketing Team consists of a full-time year-round Marketing Manager..." I emphasize the word "Manager." No "Director." Was that a mistake? Has Mr. Raymore been promoted since then? And if so by whom? Whomever that person is should be fired.

Next go to page 112 of the September 27, 2023 Board packet. Here you will find a staff memo prepared by Mr. Raymore where he argues for a new and expanded advertising program. More crap of course. But on this page he refers to himself as BOTH a "Marketing Director" and "Marketing Manager." Which is it Mr. Raymore? Is he just sloppy or has been promoted to Director?

Next go to page 132 of the June 12, 2024 Board packet. Here you will find another staff memo prepared by Mr. Raymore where he pushes for a new agreement with CC Media for publishing of the IVGID Magazine. More crap of course. In fact, this seems to be a recurring theme with Mr. Raymore - more crap of course. But on this page he again refers to himself as BOTH a "Marketing Director" and "Marketing Manager." Again, which is it Mr. Raymore? Is he just sloppy or has been promoted to Director?

Finally, go to pages 123-126 of the May 20, 2024 Board packet. These are the pages where the BOT approved personnel funding for 2024-25 as part of the 2024-25 budget. Go to page 125. There you will find that Mr. Raymore's job title was changed from something below marketing manager to "Marketing Manager." NOT Marketing Director. But Marketing Manager. If this guy has been promoted to a directorship, you need to get to the bottom. Because the Board never, never approved this position. And Mr. Raymore should know this. Shouldn't he know this?

So I and others want to know if Mr. Raymore has been promoted to a directorship? Or is he simply sloppy in his reference to himself as director or manager. What is it Mr. Raymore? And if his job position has changed, we want to know his pay grade level. What is it Ms. Feore? Consider this a records request which explains why I have forwarded you a copy of this e-mail.

Now let's move onto Mr. Raymore's memo OMISSION and arrogant disregard of Policy 3.1.0.4. Again, more crap when it comes to Mr. Raymore. This is where the Consent Calendar is discussed. Let me quote it for Mr. Raymore's benefit because obviously he's not familiar with Board policies:

"A memorandum containing all relevant information will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section."

So where is the discussion re justification for placing this matter on the consent calendar Mr. Raymore? Where is the discussion under paragraph II Background of the staff memo? Sloppy or intentional?

Let's continue: "Any member of the Board may request the removal of a particular item from the Consent Calendar, at the time of the agenda approval, and that the matter shall be removed and addressed in the General Business section of the meeting." I therefore ask that at least one Board member request this matter be removed from the Consent Calendar. It never should have been placed there AND YOU SHOULD KNOW THIS Mr. RAYMORE!

Am I being too hard on poor old Mr. Raymore? You know the thought strikes me Mr. Raymore may not have prepared this staff memo and caused placement on the consent calendar. Perhaps someone else did this and simply placed Mr. Raymore's name on the memo? Do we have any other employees who have a propensity for doing this very thing? Because their pay grades are higher than Mr. Raymore's. Could it be the cancer in our community? I request you Board members investigate and report back to the community.

Let's move on to the proposed agreement. And let's call it what it is. Another local TAKER in our community which cares more about herself than the community she allegedly loves so much. Yes she's the taker and local parcel owners (aka sapps) are the givers. When she came to Mr. Raymore and made her request, he should have politely replied thanks but NO! Don't you Board members get it? Because every Tom, Dick and Harry can go to our wonderful staff and ask for benefits personal to themselves, and to the prejudice of their neighbors, the word is out! Why not? Right Ms. Lapanja?

BTW, Mr. Raymore doesn't tell the Board that Ms. Lapanja has been reaping the benefit of a free DP and Rec season pass for some number of years. It's just that she and Mr. Raymore have hidden this from the Board and the public. Right Mr. Raymore? But it's worse. One free DP and another free Rec Center season pass hasn't been sufficient for Ms. Lapanja. So she twisted Mr. Raymore's arm and guess what? She was successful in getting the same benefit for her father. Isn't this right Mr. Raymore? Why didn't you include this little tibit in your staff memo? Sloppy or intentional?

Okay, for some years Ms. Lapanja and her father have been taking from local parcel owners, and exactly what have they given back to the community? DP Ambassador? Any reference to Incline Village in her travels around the world? How about an IVGID logo patch sewn to her race suit or other ski team gear? Nada, nada, nada. So don't tell me it's about giving back to us. And BTW, has the District sent Ms. Lapanja and her father 1099s for the "in kind" value of these complimentary season passes? What is it Ms. Feore? Consider this a records request which explains why I have forwarded you a copy of this e-mail.

Next, how much did you incur on our behalf with attorney Rudin to negotiate and draft the proposed "agreement for services" attached to your staff memo? Have you added this cost to the \$2,564 - \$2,820 of in kind consideration which appears at page 248 of the Board packet? Of course you haven't. Yet still local parcel owners have been shackled with the cost! Right Mr. Raymore?

And where did you get the authority to incur a cost like this? Since when do you have the authority to ask the Board's attorney to do your legal work? And shame on Mr. Rudin for even giving Mr. Raymore the time of day! We've discussed this before. Mr. Rudin in the Board's attorney and not staff's. If you need an attorney to assist you in your marketing

efforts, budget for it, and hire your own attorney! Again, the arrogance!

You would have been better off using your District procurement card Mr. Raymore to purchase these passes on Ms. Lapanja's behalf, labeling them as "marketing." That way no one would have been the wiser and this matter wouldn't be before the Board for approval.

Next, what does the District get for this valuable partnership with Ms. Lapanja? A DP video shoot; a Rec Center video shoot; and, a 2 hour "meet and greet" at DP. Well surely we will have right to use her name and picture in any IVGID marketing. And surely Ms. Lapanja will wear the logo patch of IVGID on her official ski team uniform. Or a Diamond Peak baseball hat when she is interviewed on TV during a race. Right Mr. Raymore?

What about advertising Ms. Lapanja as the District's "marketing ambassador?" WRONGO Mr. Raymore. Paragraph 4(a) of the proposed agreement states that "this agreement...for...services...is limited to the (three) services described." Right Mr. Raymore? That means Ms. Lapanja's obligations under the agreement are expressly limited to the three items referenced above.

Paragraph 4(c) does grant the District an exclusive license to use "all photo and video content." But that would be photo and video content arising from Ms. Lapanja's DP and Rec Center shoots, and no other content whatsoever. Meaning nothing in a press package representing to the world that Ms. Lapanja is DP's marketing ambassador. Right Mr. Raymore? Because if it meant anything more, it would be included in the contract under "obligations of Lila." Right Mr. Raymore. Boy you're a hell of a negotiator. And speaking of negotiating, wait till we get to the zinger below that involves Slovinea!

Regardless, please explain to us exactly how this relationship with Ms. Lapanja will "be mutually beneficial for...the District's marketing programs?" If you can't use Ms. Lapanja's picture and name as official ambassador of DP, then what good is it Mr. Marketing Manager? Me thinks you speak with forked tongue! In fact, me knows it! Like I said. Everything this guy does is founded in crap.

Okay, now we're ready for the zinger. Right Mr. Raymore?

At page 247 of the Board packet Mr. Raymore tells us that Ms. Lapanja's "goal is to qualify for and race in the 2026 Winter Olympics." Okay. Qualifying for and racing for whose ski team in the 2026 Winter Olympics? If you guessed the USA, of course, you'd have guessed WRONG! Ms. Lapanja can't qualify to be a member of the U.S. Ski Team. Just like Mr. Raymore doesn't have the skillset to qualify to be a Marketing Manager for anyone other than IVGID! So she has jumped ship to become a member of the Slovenia Ski Team! That's right! Ms. Lapanja has zero interest in promoting the District, and every interest in promoting Slovinia! Don't believe me? Why don't you Board members go to . Read all about it there! Oh, take a look at the nice picture of Ms. Lapanja in her flashy ski suit. Do you see anywhere the logo of IVGID? But it gets better. Ms. Lapanja has her own web site ( ( ( (<https://skiracing.com/lila-lapanja-from-usa-to-slovenia-a-new-alpine-skiing-chapter/> (<https://www.lilalapanja.com/>))))).

The first thing we notice is a professional video of Ms. Lapanja running gates in her flashy race suit. Do you see any reference thereon to Incline Village or IVGID? Bueller? Bueller? Okay, let's look at the video itself. We see that she's sponsored by the "Northstar Team Foundation." What? Northstar and not Diamond Peak? But I thought she was our marketing ambassador? WRONGO Mr. Raymore. It says she's Northstar Ski Team Ambassador! I think you've lied to us Mr. Raymore. But what else would be new? Like I said, everything this guy does is founded in crap. Right Mr. Magee?

Look at the pretty still picture of Ms. Lapanja below the race video. She's wearing a baseball cap! Just NOT Diamond Peak's. It says DPST across the top. Now what's that?

I have a thought and a question Mr. Marketing Guru Paul Raymore. Have you contacted the government of Slovenia and requested a financial contribution because she's using our facilities at no cost to Slovenia to train to be a member of the Slovenia Ski Team? Come on. It's not fair for them to not pay their fair share. Right Mr. Magee? After all, she's OUR marketing ambassador. But stupid me. Mr. Raymore is trying to attract the world's tourists. You know, all those recreation goes in Slovenia he wants to attract to Diamond Peak! Well of course he hasn't! That would take a brain. And like most of our wonderful employees, this is a qualification for employment which seems to be lacking here in IVGIDville.

So bottom line we get essentially nothing. And Ms. Lapanja gets to laugh at us all the way to the bank. Probably located in Slovenia. A real "give and take" relationship. Thank you again Mr. Raymore!

BTW, please remind me why you have a full time, fully benefited job with the District? Is it so you can spend your off ski season time advancing crap like this? Want to save some money Board members? Reclassify Mr. Raymore's position as what it should be. Ski seasonal and non-benefited. Or better yet, eliminate it altogether. Remember, he and his 20 mule team are admittedly costing us \$1.25 million + annually. That means that if we eliminate his position, we can afford to lose \$1.25 million of gross revenues annually and not miss a beat. I'm thinking the actual loss might be NOTHING! What a concept to improve our bottom line!

Finally, let's look at Mr. Raymore's staff memo paragraph V Alternatives? Only two? (1) Limit the freebies to only a partial list of IVGID venues requested. I.e., DP for instance. (2) Limit the time frame for the proposed agreement to less than two years. How about alternative number three Mr. Raymore? Couldn't you think of that one? You know, JUST SAY NO! Why haven't you proposed NO as a possible alternative for consideration? Who exactly are you working for? Who is the recipient of your 100% loyalty?

When does the Board get it? This despicable conduct needs to end. Don't tell me about other private ski areas and what they do. Tell me about ski areas owned by local governments who are the ones that who are prejudiced! Just say no. Trust me, we will do just fine without Ms. Lapanja's video shoots and meet and greet. In fact, we'll profit! How you may ask? Ms. Lapanja will have to pay user fees like the rest of us if she wants to partake in our oh so wonderful recreation privileges. Heaven forbid! You know she's going to pay us because when she comes to visit her family, she's going to have to stay in ski shape. And that mean either the Rec Center or High Altitude Fitness. Pick your poison Ms. Lapanja!

I keep telling you it's essentially everything you people do. EVERYTHING! Give me a subject and about half an hour to do a little research. And I'll discover that at the end of the day, it's dirty to the core. Nothing good. Nothing in local parcel owners' interests. Everything wasteful. And then you have the gall to continue losing millions and millions and millions of dollars each year running your plethora of money losing commercial business enterprises!

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR JULY 31, 2024  
MEETING – AGENDA ITEM F(4) – APPROVAL OF A \$17,400 P.O.  
FOR THE REPAIR OF AN EFFLUENT PUMP MOTOR ENGAGING  
THE BOARD'S ATTORNEY TO COVER OUR PUBLIC WORKS  
DIRECTOR'S PERFORMANCE INADEQUACIES AT AN  
ADDITIONAL AND UNNECESSARY COST TO  
LOCAL PARCEL OWNERS?**

**Introduction:** Well here's yet "another one" as my friend DJ Khaled would say<sup>1</sup>. More evidence of staff lack of professionalism, wasteful spending, and a flagrant disregard for the financial sustainability of the District. This time it's Kate Nelson and her systemic use of the Board's attorney to the prejudice of local parcel owners. And that's the purpose of this written statement.

**My July 30, 2024 E-Mail to The Board**<sup>2</sup>: Ms. Nelson doesn't feel competent enough to fill out a purchase order for routine public works repairs without having the same reviewed and approved by the Board's attorney, Sergio Rudin. So she engages the same, as a matter of course, regardless of whether it makes financial sense. And here we have another example. A simple \$17,400 repair contract augmented by how much additional in attorney's fees? Who gave Ms. Nelson the unilateral authority to do this? Where are the internal controls? And now we have other staff (Paul Raymore) watching what Ms. Nelson does, and thinking it's appropriate for them to unilaterally engage the services of the Board's attorney. Where does this end?

For this reason I directed an e-mail on the subject matter to the IVGID Board on July 30, 2024. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** Employee behavior like this just keeps happening over and over and over again. Unqualified, less than competent, less than ethical and grossly over compensated staff get replaced by even more unqualified, more less than competent, more unethical and more over compensated staff. And look at the results. No effort to eliminate wasteful expenditures like the one the subject of this written statement not having anything directly to do with furnishing the mere availability of facilities for public recreation and utilities. As I've pointed out so many times before, these are all the

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<sup>2</sup> That e-mail is attached as Exhibit "A" to this written statement.

red flags/earmarks of a criminal syndicate<sup>3</sup>. And you wonder why your Recreation (“RFF”) and Beach (“BFF”) Facility Fees and water/sewer rates, tolls and charges are as high as they are? And going higher?

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

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<sup>3</sup> NRS 207.370 instructs that “criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies).”



## EXHIBIT "A"

## **July 31, 2024 IVGID BOT Meeting - Agenda Item C - Public Comment - When is The Board Going to Stop Employees Like Kate Nelson And Paul Raymore From Wasting Tens of Thousands of Dollars a Month With an Outsourced Attorney Who is The Board's Attorney And Not Staff's Attorney?**

**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>, <jezycki4ivgid@gmail.com>, <homan4ivgid@gmail.com>  
**Subject:** July 31, 2024 IVGID BOT Meeting - Agenda Item C - Public Comment - When is The Board Going to Stop Employees Like Kate Nelson And Paul Raymore From Wasting Tens of Thousands of Dollars a Month With an Outsourced Attorney Who is The Board's Attorney And Not Staff's Attorney?  
**Date:** Jul 30, 2024 11:02 AM

Chairperson Schmitz and Other Honorable Members of the IVGID Board (trustee candidates Mick and Michelle also because I want the two of you to be aware of the extent of District dysfunction) -

Well the time has come to STOP holding back punches when it comes to the sustainability of the District. So I won't.

Is the District being properly managed? As you know this is one of the first steps under NRS 318.515(1) in returning supervision over the District to Washoe County. And the answer to this question is no. And here's more evidence. Or as my friend DJ Kahled instructs, "another one!"

Here it's our Director of Public Works who I and others are of the opinion is not qualified to act in that capacity. Again. And BTW, she's grossly over compensated for her skillset as each of you should know.

Ms. Nelson is not capable of functioning in the business world without an attorney looking over her shoulder and providing back up support. I've raised this issue to the Board before, and here I raise it again. Because you're not listening. Or you think you know better.

Take a look at item F(4) of the agenda for this meeting. Approval of a routine, \$17,400 purchase order to repair an effluent pipeline pump motor at Spooner Pump Station.

First of all, isn't \$17,400 well under the GM's spending authority? So why is the matter before the Board for approval? How much wasted time and effort has Ms. Nelson expended to bring this matter before the Board? And then she complains her department is grossly under staffed? DUH!

Second of all, isn't Ms. Nelson capable of drafting a simple purchase order without help from a parent? If so, why the need for review and approval by anyone else? Let alone the Board's attorney?

If not, why is Ms. Nelson the Director of Public Works? She's not qualified!

And BTW, why didn't the District at least interview the GM of Kingsbury GID for the position of Public Works Director? When he applied for our vacant GM position, it was obvious from his resume that he was legions more qualified than Ms. Nelson. And why didn't staff at least advertise the position of Public Works Director so as to attract the most qualified employees? Rather than promoting less than qualified personnel from within? Bueller? Bueller?

Continuing, look at Ms. Nelson's item VI Comments: "The purchase order...has been reviewed and approved by District Legal Counsel." This is Ms. Nelson's demonstrated m.o. for nearly any agreement she makes with anyone. So magnify the costs associated there with by how many times? Bueller, Bueller?



Fourth of all, Mr. Rudin is NOT the District's legal counsel. He's the Board's counsel. So where does Ms. Nelson get off subjecting the District's resources to payment for Mr. Rudin's review efforts? And BTW, how much as Mr. Rudin charged the District? Why don't you get the number and set it up as a percentage of the proposed \$17,400 cost? And then evaluate the cost effectiveness of Ms. Nelson's efforts.

Fifth of all, I want Board members to take a look at page 15 of the Board packet. Here we see that staff issued a payment on May 31, 2024 to Mr. Rudin's firm of \$53,934.44. I can't tell you the nature of the work performed without examining one or more invoices which from past experience I predict staff will redact descriptions of exactly what he did based upon disingenuous claims of privilege, but I predict one of the major reasons why it is as outrageous as it is, will be because of the conduct I describe perpetrated by Ms. Nelson and her 20 mule team.

Sixth of all, if staff need their own attorney, why not hire one the way we hire engineers, HR, IT or finance professionals? If we had a full time attorney on staff, the productivity compared to Mr. Rudin, would be off the charts greater. And the cost would be off the charts lower. And then there would be no conflict of interest between Mr. Rudin's representation of his client #1 (the Board), and his real client (staff).

But it's not just Kate Nelson? Because of her actions, Paul Raymore has become beholden to do the same thing. That's right. Look at agenda item F(6). As I wrote to the Board independently on this matter, there Mr. Raymore seeks approval to give away free use of our facilities for FABRICATED promotional efforts.

Look at page 248 of the Board packet. Here Mr. Raymore tells us HE has commissioned a proposed agreement with Lila Lapanja. Well thank you very much Mr. Raymore! And he also tells us that "the proposed agreement between the District and Lila Lapanja has been reviewed and approved by District Legal Counsel." That's right. The same wrongs and wrongful expenditures attributed to Kate Nelson. Which now can be equally attributed to Paul Raymore! But for one exception. Mr. Raymore isn't even a Director like Kate Nelson. In fact, he's not even part of the District's 20 mule senior management team. So where does he get off directing the Board's attorney to do work for him? Or are you going to tell me he has been promoted to directorship because he identifies himself in his staff memo as Marketing "Director?" And how much has this misadventure cost local parcel owners? Bueller? Bueller?

Like I said, the District is not being properly managed.

Normally I wouldn't give a rat's behind insofar as your staff's unnecessary and wasteful spending. However here in IVGIDville, the people who are directly prejudiced are NOT the incompetent employees we have. Nor their supervisors. It's we local parcel owners. Which is why I have every bit of standing to complain and criticize. Right Trustee Nobel?

And let me give another example of what I am talking about. The Board knows it has budgeted to overspend at least \$1.5M this year insofar as utility costs are concerned. And that doesn't even include the extra \$14.74 per user to replace your hazardous waste building charge which appears on our most recent utility bills. Yet the typical residential user's monthly utility bill now exceeds \$200/month! And why? Because every time Ms. Nelson and her crew tie their shoelaces, or apparently Paul Raymore does the same, they rack up more untold thousands on attorney's fees!

Just like you the Board need to pull every employee's procurement card, you need to pull Ms. Nelson's and Mr. Raymore's authority to incur attorney's fees. And you need to pull EVERY OTHER EMPLOYEE'S AUTHORITY as well. Because both have proven they can't be trusted.

Respectfully submitted, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD’S REGULAR JULY 31, 2024  
MEETING – AGENDA ITEM C – PUBLIC COMMENT – THE GM’S  
\$25K EMPLOYEE APPRECIATION BBQ BASH AT LOCAL  
PARCEL OWNER’S EXPENSE**

**Introduction:** Well here’s yet “another one” as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff unethical conduct, lack of professionalism, and a flagrant disregard for the financial sustainability of the District. This time it’s our departing General Manager’s (“GM”) over the top (pricewise) shindig at local parcel owners’ expense. And that’s the purpose of this written statement.

**Our GM’s Contract With a Pit Master Buddy to Provide Catering For an Employee Appreciation BBQ Bash:** When I learned of this one, I couldn’t believe. And I suspect neither will you. On June 7, 2024 our roughly three-month-on-the-job GM tendered his resignation effective October 5, 2024. In anticipation, Mr. Magee entered into a “catering agreement” with his buddy from Azusa, CA., Jesse Collett, for the latter to furnish “all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the (BBQ) catering services necessary” for a June 24, 2024 BBQ lunch for 400 of our most valuable employees. Nothing so out of the ordinary here except: Mr. Collett is located in another state (California); about an hour (62.5 miles) from Victorville, CA. (Mr. Magee’s old stomping grounds); and the contract price was \$42.50 per meal; with an additional \$4,883.10 for Mr. Collett to travel to Incline Village! Don’t believe me?

In the Spring 2024 edition of IVGID Magazine<sup>2</sup>, Mr. Magee told us a couple of salient facts. First, that his “hobby is professional competition BBQ. (He is) an award-winning Pitmaster, and (he is)...certified by the Kansas City BBQ Society<sup>3</sup> as a BBQ Master Judge and also as a Table Captain. It is (his) form of relaxation, and (he) believe(s) BBQ is a true conduit for bringing together families, friends and communities.” And second, he is of the firm view that “the number one asset of this District is our employees.”

And insofar as this catering contract is concerned, a copy is attached as Exhibit “A” to this written statement.

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

<sup>2</sup> Go to [https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID\\_Magazine\\_April2024.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Magazine_April2024.pdf).

<sup>3</sup> In 2013, Mr. Collette joined...the KCBS (Kansas City BBQ Society)...becoming a professional BBQ Competition Team” (go to <https://www.7sinsbbq.com/about-us-and-resume>).

**My July 30, 2024 E-Mail to The Board<sup>4</sup>:** When I read Mr. Collette's contract with the District, negotiated by our Bobby Magee, I was flabbergasted! 400 meals at \$4250/each? Nearly \$5,000 in travel costs for Mr. Collette and his crew to make it up here? How many thousands of dollars with the Board's attorney's lawfirm BBK? So on July 30, 2024 I sent the Board an e-mail wherein I alerted members to this inappropriate contract; especially in light of the recent run up in insurance, food, IVGID rec fee costs, etc. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "B."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated staff get replaced by even more unqualified, more incompetent and more over compensated staff. And look at the results. No effort to eliminate wasteful expenditures like the one the subject of this written statement not having anything directly to do with furnishing the mere availability of facilities for public recreation and utilities. As I've pointed out so many times before, these are all the red flags of a criminal syndicate<sup>5</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies, and they are as high as they are?

The Lake Tahoe Hyatt recently offered local parcel owners a complimentary (\$30,000) BBQ lunch on Incline Beach for 4<sup>th</sup> of July. Judy and I went there and were given an overcooked hamburger patty on an untoasted bun and a bag of Lay's chips. No side dishes, no lettuce, tomato or onion slices to accompany our burger, and no drink. IMO, this wonderful lunch was worth about \$1.67/meal. But if you're one of our valued employees, you get a gourmet BBQ spread valued at \$42.50! Just our way of saying thanks. There's something very, very wrong here.

When is the Board going to put members' collective feet down and put an end to these inappropriate practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees...district is not complying with the provisions of...any other law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or, (d) determine by resolution that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible and for the county to assume supervision over the district? Bueller? Bueller?

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<sup>4</sup> That e-mail is attached as Exhibit "B" to this written statement.

<sup>5</sup> NRS 207.370 instructs that "criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."

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

## EXHIBIT "A"

# INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT CATERING SERVICES AGREEMENT

## 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Jesse Collett d/b/a 7 Sins BBQ, a SOLE PROPRIETORSHIP with its principal place of business at 426 West 1<sup>st</sup> Street, Azusa, CA 91702 (“Vendor”). The District and Vendor are sometimes individually referred to as “Party” and collectively as “Parties.”

## 2. RECITALS.

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Vendor. Vendor desires to perform and assume responsibility for the provision of certain catering services required by the District on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing the catering services, is licensed in the State of Nevada, and is familiar with the plans of District.

2.3 Project. District desires to engage Vendor to render catering services for the following event: June 25, 2024 Employee appreciation event (“Project”).

## 3. TERMS.

### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Vendor promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the catering services necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit A.

3.1.2 Term. The term of this Agreement shall be from May 24, 2024 to June 25, 2024, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

### 3.2 Responsibilities of Vendor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Vendor on an independent contractor basis and not as an employee. No employee or agent of Vendor shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Vendor shall also not be employees of the District and shall at all times be under Vendor's exclusive direction and control. Vendor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Vendor shall perform its services in a prompt and timely manner within the term of this Agreement, to be completed on June 25, 2024.

3.2.3 Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the District's approval.

3.2.4 [Reserved.]

3.2.5 District's Representative. The District hereby designates Bobby Magee, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Vendor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Vendor's Representative. Vendor hereby designates Jesse Collett or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Vendor agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, Vendors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Vendor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by those in Vendor's profession. Vendor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to

perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Vendor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Vendor's failure to comply with the standard of care provided for herein. Any employee of the Vendor or its sub-Vendors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Vendor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Vendor shall assist District, as requested, in obtaining and maintaining all permits required of Vendor by federal, state and local regulatory agencies. Vendor shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

#### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Vendor shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this Section.

3.2.10.2 Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Vendor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits, as required by the



Labor Code of the State of Nevada, with Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

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. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Vendor to waive its right of recovery prior to a loss. Vendor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Vendor to waive its right of recovery prior to a loss. Vendor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District,

its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Vendor shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Vendor shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. 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 provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subcontractors. Vendor shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Vendor, District may approve different scopes or minimum limits of insurance for particular subcontractors.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not

comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Vendor or District will withhold amounts sufficient to pay premium from Vendor payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Vendor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Vendor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit A, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed **\$21,883.10**. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Vendor shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Vendor. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to [ap@ivgid.org](mailto:ap@ivgid.org). District shall, within forty-five (45) days of receiving such invoice, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Vendor shall not be reimbursed for any expenses unless authorized under Exhibit A, or otherwise in writing by the District prior to being incurred.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Vendor perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Vendor shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Vendor shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Vendor shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Vendor's offices at all reasonable times. However, if requested, Vendor shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Vendor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Vendor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Vendor shall be compensated only for those services which have been adequately rendered to the District, and Vendor shall be entitled to no further compensation. Vendor may not terminate this Agreement except for cause. Vendor shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Vendor to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Vendor in connection with the performance of Services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 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: **Bobby Magee**

**Vendor**

**Jesse Collett**  
C/O 7 Sins BBQ  
426 West 1<sup>st</sup> Street, Azusa, CA  
91702  
Attn: **Jesse Collett**

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.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Vendor for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Vendor and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Vendor may appropriate to the subject matter. Vendor shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Vendor in connection with the performance of this Agreement shall be held confidential by Vendor. Such materials shall not, without the prior written consent of the District, be used by Vendor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Vendor which is otherwise known to Vendor or is generally known, or has become known, to the related industry shall be deemed confidential. Vendor shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Vendor 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, pertaining to, or relating to any negligence or willful misconduct of Vendor, its officials, officers, employees, agents, Vendors, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Vendor shall defend, at Vendor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors,

officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Vendor shall reimburse District and its directors, 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, including correction of errors and omissions. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

3.5.6.1 [Reserved.]

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Vendors. The District reserves right to employ other Vendors in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.5.12 Assignment or Transfer. Vendor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Subcontracting. Vendor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.14 Construction; References; Captions. 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. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Vendor include all personnel, employees, agents, and subcontractors of Vendor, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The

captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.22 Authority to Enter Agreement. Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the 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.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.

3.5.26 Compliance with Laws. Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Vendor shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law.

3.5.27 Prohibited Interests. Vendor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement. Further, Vendor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of

this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.28 Whistleblower Provisions. This Agreement is not intended to and will not preclude Vendor'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]**



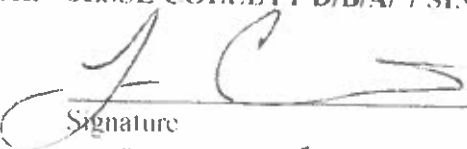
SIGNATURE PAGE  
TO  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
CATERING SERVICES AGREEMENT

INCLINE VILLAGE GENERAL JESSE COLLETT D/B/A/ 7 SINS BBQ  
IMPROVEMENT DISTRICT

Approved By:


  
Bobby Magec  
District Manager

6/4/24  
Date

  
Signature  
Jesse Collett  
Name

OWNER  
Title  
6/4/2024  
Date

Reviewed as to Form:

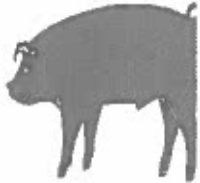
  
Sergio Rudin  
District General Counsel

June 4, 2024  
Date

**CATERING SERVICES AGREEMENT**

**EXHIBIT A**

**SCOPE OF SERVICES AND COMPENSATION**



**7 SINS  
BBQ**

[Company Name]  
sevensinsbbq@hotmail.com

**DATE: MAY 15, 2024**

Please makes checks payable as follows to: JESSE COLLETT OR 7 SINS BBQ

**RE: EMPLOYEE APPREATION EVENT**

<u>QTY</u>	<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>LINE TOTAL</u>
400	FS/OS	Full service, on-Site catering for 400 guests to include 25 vegan servings and 15 K.C.B.S competition quality turn in boxes. Menu to included the following.	\$ 42.50	\$17,000
	Bbq chicken	BBQ Chicken and Legs		
	Brisket	Smoked Beef Brisket		
	Pulled pork	Pulled Pork		
	Ribs	St. Louis cut Pork Ribs		
15	Comp	15 competition quality boxes to include Chicken, Ribs, Pork, Brisket		
25	Vegan	Smoked Portabello Mushroom caps and veg. skewers		
400	Sides	Sides to Include: Bbq Beans, Coleslaw and Bacon Wpapped Meatballs		

Exhibit A

<b>400</b>	<b>Bev</b>	<b>Iced Tea, Lemonade, and Mixture of Sodas</b>	
	<b>Serv.</b>	<b>Service to Include On-site Cooking, Providing Plates, Cups, Utinsils.</b>	
	<b>Staff</b>	<b>Staff includes 1 pitmaster, 1 pit boss, 3 prep cooks Set up, Assist Volunteers with serving and clean up.</b>	
	<b>Travel</b>	<b>Travel Expenses</b>	<b>\$4,883.10</b>
		<b>Sub-Total</b>	<b>\$21,883.10</b>
		<b>50% Deposit Required upon Approval</b>	<b>\$10,941.55</b>
		<b>Balance due at end of event on 6/25/2024</b>	<b>\$10,941.55</b>

## **EXHIBIT "B"**

## Re: July 31, 2024 IVGID BOT Meeting - Agenda Item C - Public Comment - Can You Believe Nearly \$25K of Our Rec Fee Spent on an Employee Appreciation BBQ?

**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>, <homan4ivgid@gmail.com>, <jezycki4ivgid@gmail.com>  
**Subject:** Re: July 31, 2024 IVGID BOT Meeting - Agenda Item C - Public Comment - Can You Believe Nearly \$25K of Our Rec Fee Spent on an Employee Appreciation BBQ?  
**Date:** Jul 30, 2024 2:08 PM  
**Attachments:** [employee.BBQ.6.24.2024.pdf](#)

Chairperson Schmitz and Other Honorable Members of the IVGID Board (trustee candidates Mick and Michelle also because I want the two of you to be aware of the cancer in our community which requires eradication) -

It's time to address the sustainability of the District head-on. Management Concerns Is the District being properly managed? According to NRS 318.515(1), this is a crucial step in determining if supervision should revert to Washoe County. And this is one of the most disgusting things I have ever seen in the name of our wonderful employees. A nearly \$25,000 employee BBQ!

Is the District being properly managed? As you know this is one of the first steps under NRS 318.515(1) in returning supervision over the District to Washoe County. And the answer to this question is no. And here's more evidence. Or as my friend DJ Kahled instructs, "another one!"

Apparently our GM, as a parting gift to the community, contracted with 7 Sins BBQ, at \$42.50/person, for 400 employees/their guests, plus \$4,883.10 in travel expenses, and plus some unknown additional amount for attorney Rudin's attorney's fees, for an employee appreciation event to take place on June 25, 2024! \$21,883.10 total plus attorney's fees. DID YOU KNOW ABOUT THIS ONE TRUSTEES TONKING AND NOBLE?

In case you don't believe me, and you haven't seen the contract, I've attached the same to this e-mail.

1. The financial wherewithal of the District is UNSUSTAINABLE!
2. Our water and sewer bills have DOUBLED.
3. The District is secretly taxing local residents some \$400,000 annually in the form of an invalid solid waste franchise fee charged to Waste Management and passed through as a direct cost to all trash customers.
4. And now this!
5. How about a \$25,000 appreciation dinner for local parcel owners who are involuntarily financing this crap?
6. To all of you "Takers" out there who complain when I and others criticize the District's wonderful employees, now you see they ain't so wonderful!
7. What an absolute WASTE! And having nothing to do with making our recreation and other facilities available for our use (the justification for our Rec Fee).

8. You people should be embarrassed of yourselves. ALL of you.

So as I have concluded so many times before, it's time to close shop and turn this train wreck we know as IVGID, and its wonderful staff, back over to the County. That's my answer. What's yours Board members?

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR JULY 31, 2024  
MEETING – AGENDA ITEM C – PUBLIC COMMENT – WHEN IS  
THE BOARD GOING TO TERMINATE THE EMPLOY OF THE  
CANCER IN OUR COMMUNITY?**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff unethical conduct, lack of professionalism, wasteful spending, and a flagrant disregard for the financial sustainability of the District. This time it's worthless Director of Administrative Services, Susan Herron. And that's the purpose of this written statement.

**Susan Herron's Memorandum to The Board Marginalizing The Forensic Due Diligence Report of RubinBrown:** At the Board's July 10, 2024 the Board made public RubinBrown's commissioned "Forensic Due Diligence Accounting Services Review<sup>2</sup>." This Report is highly damning of staff and the lack of internal control. So while our GM Bobby Magee was on vacation, employee Susan Herron took it upon herself, during the IVGID workday, and utilizing the assets of IVGID, to draft a response complimentary of staff and challenging to the independent findings of RubinBrown. Bottom line, to cast doubt on RubinBrown's conclusions<sup>3</sup>. When I learned of this one, I did an inquiry as to whether the memorandum represented a consensus of the District's senior management, or were senior management's names unilaterally affixed to the memorandum by Ms. Herron. And I learned the latter. I also learned that when our GM learned of what Ms. Herron had done in his absence, he became livid. That being the case, I e-mailed our Board.

**My July 30, 2024 E-Mail to The Board<sup>4</sup>:** This community has a long history with Susan Herron. Insofar as many members of the public are concerned, including myself, it's not complimentary. We have many, many problems here in IVGIDville. And in my opinion the genesis of many, sits at the feet of Ms. Herron. Because I and others have asked for her termination of employment with the District, it seemed to me an appropriate time to again ask the Board to terminate this cancer in our community's grossly over compensated and benefited employment. Hence this e-mail. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "B."

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else>.

<sup>2</sup> Although that review is too long (68 pages) to attach to this written statement, it can be accessed at [https://www.yourtahoepalace.com/uploads/pdf-ivgid/2024-0710\\_BOT\\_Supplemental\\_Material\\_ItemG1\\_IVGID\\_Forensic\\_Due\\_Diligence\\_Report\\_-\\_Draft\\_7.9.24.pdf](https://www.yourtahoepalace.com/uploads/pdf-ivgid/2024-0710_BOT_Supplemental_Material_ItemG1_IVGID_Forensic_Due_Diligence_Report_-_Draft_7.9.24.pdf).

<sup>3</sup> That memorandum is attached as Exhibit "A" to this written statement.

<sup>4</sup> That e-mail is attached as Exhibit "B" to this written statement.

**Conclusion:** Employee behavior like this just keeps happening over and over and over again. Unqualified, incompetent, less than ethical and grossly over compensated staff get replaced by even more unqualified, more incompetent, more unethical and more over compensated staff. And look at the results. No effort to eliminate wasteful expenditures like the one the subject of this written statement (paying a glorified secretary as if she were an IT, Finance or HR professional) not having anything directly to do with furnishing the mere availability of facilities for public recreation and utilities. As I've pointed out so many times before, these are all the red flags of a criminal syndicate<sup>5</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies, and they are as high as they are? And going higher?

We've done a pretty good job of removing many of the dirty employees of the past. And now we're down to just a handful. And at the top of the list is Susan Herron. Save local parcel owners a good chunk of change and aggravation, and send Ms. Herron along the pathway traveled by former employees Indra Winquest and Sheila Leijon.

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

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<sup>5</sup> NRS 207.370 instructs that "criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."



# EXHIBIT "A"

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Senior Team (Director of Human Resources Erin Feore, Director of Information Technology Mike Gove, General Manager of Golf Timothy Sands, Director of Administrative Services Susan Herron, General Manager, Diamond Peak Ski Resort Mike Bandelin, Director of Public Works Kate Nelson and Assistant Director of Finance Adam Cripps)

**SUBJECT:** Senior Team's Partial Response to the Forensic Due Diligence Accounting Services Review as presented by RubinBrown on July 10, 2024

**DATE:** July 19, 2024

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### Opening Comments

The forensic due diligence audit by RubinBrown, when initially discussed by the Board of Trustees, caused a significant amount of angst within the Staff of IVGID. The Senior Team did their very best to assure their Staff that this review would only make us better. The Senior Team gave these assurances because the Senior Team was promised that they would have the opportunity to review the draft report prior to it becoming a public document; this did not occur which was a disappointment. While the aforementioned issue is unfortunate, the Senior Team stands ready to work alongside the members of the Board in order to better understand the issues identified by RubinBrown, identify those that have already been taken under consideration for corrective actions, those which have been corrected, and those issues which may need additional resources. While the Senior Team works to gather data to support a diligent analysis of next-steps, this is a tall order and one that will need some time in order to fully present to the Board and members of the public the answers to the questions being asked.

### Executive Summary of Observations (report page 7)

The Senior Team acknowledges that internal controls (development of, writing of, implementing of and training on) remains an outstanding task as identified by Moss Adams. This task has already started, utilizing Baker Tilley Staff, to review current IVGID policies and procedures (including internal controls) to provide IVGID Staff with recommendations based on best practices and industry standards on policy updates and changes. It is our intent to outline what resources are needed in more detail in the following weeks to address this outstanding task.

The Senior Team, specifically the Assistant Director of Finance who started with the District in November 2023, has extensive experience with the Tyler Munis system and is working diligently on being able to have all Senior Team members and Management Staff have the access they need to the reports they need as well as have the training and configurations on their computers in order to run the reports they need to conduct their operations. During the Assistant Director of Finance's short time with the District, to note some of the work that has already been done; Reviewed and revised access and permission levels to staff district-wide in order to separate ability to initiate and approve (Observation #2), trained appropriate staff on processes while separating the duties through permission levels, began process of creating additional user level access roles to leverage the Tyler system to provide access to reports for departments outside of Finance, revised Accounts Payable process utilizing Tyler's full AP suite utilizing Tyler Content Manager for supporting documentation and no longer manually booking disbursements which will maintain check sequence (Observation #2, #3, and #23), trained staff district-wide on Tyler's budget entry district-wide pivoting on this training to help staff better identify repairs and maintenance vs. capital expense vs. capital projects (Observation #8, #9). Even with the steps already taken, this is another outstanding task that will be outlined as to the resources needed to accomplish this effort.

The Senior Team is ready to make the necessary adjustments once we have a complete team (our new Director of Recreation joins our team on July 22, 2024). We are posed and ready to work together with the District General Manager and the Board of Trustees to ensure that we have clear direction and guidance. The Senior Team believes that one key to setting the tone is our mantra "One District – One Team".

Following are the Senior Team's comments on some of the observations. We felt it was very important to begin this dialogue sooner rather than later with our Board of Trustees, who set policy, and with our community, who are financial contributors to our offerings as well as benefactors of our offerings. We do not see this memorandum as the end all be all rather as the beginning and the start to improvement.

On page 7 of the report, it is noted that RubinBrown "reviewed and performed testing on five whistleblower complaints that related to the accounting and/or finance functions and that were not already being tested within a different scope area." The footnote of this statement indicates that "any findings from this area are denoted in our observations within this report"; however, there is no further discussion of the whistleblower complaints within this report.

**Observation #1: Tyler Munis Implementation (report page 8)**

The Assistant Director of Finance is leading this effort and the Senior Team will be providing an outline of the resources needed and the time it will take to have this implementation complete in the coming weeks.

**Observation #2: Initiators and Approvers of Vendors Disbursements (report page 9)**

A delegation of authority list is available and the Senior Team is working on updating that document. The Senior Team, in order to more fully understand what the figures are sharing with us, would like to ask for the respective data behind the figures and that it be delivered as soon as possible by RubinBrown to the District General Manager who in turn will share it with the Senior Team so we can dive into the areas of concerns and put in place a plan for correction.

**Observation #3: Insufficient Support for Vendor Disbursements (report pages 10-11)**

Each of the disbursement amounts in Figures 5 and 6, with the exception of the Board of Regents item, are under \$5,000 which is the purchase order threshold within IVGID therefore a match to the invoice and purchase order is not applicable. The Senior Team is presently trying to determine if support material has been overlooked and so far we do have support material for the disbursement to Troy Akin and DNV Trust. This support material has been provided to the Finance Team so that they can attach it to the disbursement record.

**Observation #4: Operating Bank Account and Bank Reconciliations (report page 12)**

The bank reconciliations that were delayed were a known task that was deferred due to a) lack of Staff and b) other more pressing projects assigned to the Finance Team mainly by the Board of Trustees. The former Director of Finance, in concert with the former District General Manager, were aware of this deferral and while it was necessary, it wasn't conducted due to other more pressing matters. This circumstance has been rectified as noted by RubinBrown in its narrative and an employee in Finance has been trained to do the bank reconciliations. From July 2023 to May 2024, the bank reconciliations for the operating account have been conducted within the 30 day recommended time frame. As to the recommendation for the quarterly package, Assistant Director of Finance and the Controller are working with the Board of Trustees Treasurer to determine if this is feasible, necessary and how it will be accomplished; more to come on this observation.

**Observation #5: Other Bank Accounts and Bank Reconciliations (report page 13-14)**

The recommendation is to provide a quarterly package; Assistant Director of Finance and the Controller are working with the Board of Trustees Treasurer to determine if this is feasible, necessary and how it will be accomplished; more to come on this observation.

**Observation #6: Operating Bank Account Reconciliations Have Unreconciled Differences (report pages 14 – 15)**

Assistant Director of Finance and the Controller are working to ensure these are accomplished as recommended.

**Observation #7: Cash Entries Posted to General Ledger (report page 15)**

Assistant Director of Finance is accessing this recommendation; more to come in the weeks ahead.

**Observation #8: Treatment of Capital Costs (report pages 15 – 16)**

Assistant Director of Finance is accessing this recommendation; more to come in the weeks ahead.

**Observation #9: Capitalization of Projects Relating to Repairs and Maintenance (report page 16)**

CIP Project #3141LI1201 – Pavement Maintenance of Parking Lots – Champ Course & Chateau. This project was completed in FY 2021/22. This was prior to when the previous Finance Director began to identify Capital Expense Projects separately from the Capital Improvement Projects. This practice was done in FY 2022/23 through FY 2023/24. Under the new Finance team, all expense projects have all been moved within the operation budgets of each division for FY 2024/25.

**Observation #10: Green Fee Pricing Schedules Not Followed (report pages 16 – 17)**

Staff has identified that this issue is related to the use of GolfNOW for booking tee times and Vermont for getting those booked tee times onto the tee sheet. Presently, Staff is working to address this matter through the Active Networks scope of works that was recently approved by the Board of Trustees. More information to come in the weeks ahead. Golf operations staff in coordination with the revenue department created a stronger training program at the beginning of the season to ensure the correct fee structure is being used.

Observation #11: Green Fee Play Passes (report page 17)

As to the suggestion of a free golf play pass being given to a user who is a friend of the IVGID golf employee, Staff would appreciate more detailed information and/or back up data to support this statement prior to making any comment.

Observation #12: Personal Use of Procurement Cards (report page 18)

Staff respectfully requests that this Fraud Risk category be changed to low. As the narrative states, the employees reimbursed IVGID. Mistakes do happen and while we do our best to avoid them, IVGID employees are human. The Senior Team will work with the Finance Team to ensure that individual department refresher trainings are held in the coming weeks.

Observation #13: Insufficient and Inappropriate Support for Procurement Card Transactions (report page 18)

Staff respectfully requests the more detailed information and/or back up to support the samples so we can better understand what transacted prior to making any comment.

Observation #14: Sales Tax Charges (report page 18)

Assistant Director of Finance and the Controller are looking into this recommendation; more information to come in the weeks ahead.

Observation #15: Oversight of Procurement Card Program and Related Expense Reports (report page 19)

When Staff reviewed this recommendation some questions were asked; why shouldn't a P-Card be used at a gas station? Isn't that where you refuel a rental vehicle as an example? Retail box stores? Isn't that where you go if a laptop needs a new charger on the weekend? Liquor store? Senior Team would like to see an example of this purchase because gas, water, soda, food can be bought at a liquor store. Online retailers? Is this an Amazon reference? Therefore, Staff would like to understand the background of how this recommendation came about. In addition, Staff is working on revamping how P-cards are used and who can use them; more information on that piece in the weeks to come.

Observation #16: Physical Inventory Observations and Reconciliations (report pages 19-20)

Various members of the Senior Team dispute this finding as we are all well aware of inventory counts being conducted by the Finance Team. As to the utilization within Tyler Munis, the Assistant Director of Finance and Controller will review and provide their recommendations in the weeks to come. This may require additional resources in order to purchase the inventory module from Tyler Munis.

**Observation #17: Inappropriate User Access in Point-of-Sale Systems (report page 20)**

Staff is working to address this matter through the Active Networks scope of work that was recently approved by the Board of Trustees. More information to come in the weeks ahead. As of the writing of this report, user account audits are being performed and are regularly scheduled.

**Observation #18: Contracts Awarded May Exceed Board of Trustees Funding Approval (report pages 20-21)**

It appears that what occurred was that an award was made on 3/31/2021 (\$264,840.48) and that the CIP Popular Report was not updated with that purchase. The remaining funds were awarded at a meeting on 3/9/2022. (\$170,488.50). RubinBrown should also be made aware that while Staff prepares a 5-year CIP plan, the Board only awards year one of the CIP plan at budget time.

**Observation #19: Expenses Incurred Prior to Board of Trustees Funding Approval (report page 21)**

**CIP #2299WS1704 Watermain Replacement – Martis Peak Road**

The Board of Trustees approved this project at the May 22, 2019, Board meeting (page 213 of the Board packet) with a budget of \$50,000. Based on the CIP Data Sheet, the \$50,000 was for Internal Planning & Design. At the Board of Trustees meeting on May 27, 2020, the Board approved the budget for construction of \$990,000 (page 84 of the Board packet). This has been a common practice at IVGID to fund design in one year and follow with construction funding.

The waterline design was completed in-house and was approved by the Board on 5/22/2019, so no costs were incurred related to this project that were not approved by the Board. That being said, without having the backup information that Rubin Brown used to determine that \$53,776 (of which \$939 was external) was incurred prior to May 27, 2020; it is difficult to know if there is an acceptable reason for exceeding the approved \$50,000 budget and what the origins of the external expense of \$939. The external expense was most likely a permit fee.

**Observation #20: Yearly Budget Allocations by Board of Trustees May Not be Used (report pages 21 – 22)**

Senior Team respectfully requests that this observation be removed from the report in its entirety. The philosophy of the budget is that is a plan and the amounts are as accurate as can be determined at the time in which the budget must go before the Board of Trustees for approval. Staff believe the way this observation is worded would encourage a "Spend it all" mentality. As each year cycles into the actual budget, these numbers are refined to reflect more closely to what the Staff can accurately project.

In the case presented, past practice was that a percentage amount was added in the 5-Year CIP Plan year over year.

Any funds that are not spent are automatically returned to the fund balance and each Staff member understands that they are working with the public's monies so getting the best pricing is a goal. Carryforwards are approved by the Board of Trustees each and every year.

Observation #21: Community Programs and Funding Not Approved by Board of Trustees (report page 22)

Senior Team respectfully requests that this observation be removed from the report in its entirety. Not all benches are memorial benches. The District has installed benches at its Skate Park which do not have a plaque and are simply installed for the comfort and relaxation purposes of the community and public members using the amenity. Park benches are included in the budgets of the Parks Department. Further, there is a Policy and Procedure Resolution No. 141, Resolution 1895 that addresses Rotary Benches (aka Memorial Benches). As to the Skate Park and Ball Fields, both of those programs came before and were approved by the Board of Trustees. If RubinBrown desires to review those memorandums, agendas, meeting minutes, etc. please contact the Director of Administrative Services.

Observation #22: Informal Process for Receiving Grants and Funding (report page 22)

The Senior Team is working on a response to this observation and we may need additional detail in order to prepare a complete response.

In the recommendation, RubinBrown recommend that all employees review the outside employment/outside business policy annually. We respectfully submit to RubinBrown that each quarter each and every Senior Team member as well as the Audit Committee members and the Board of Trustees are required to submit entity involvement sheets that are included in a Board packet for public consumption. To date, no employee has been counselled on any participation. This information has been made available to the public for approximately the past 2 years and the Director of Administrative Services is checking to see when this process began.

Observation #23: Sequential Gaps within Disbursement Checks (report page 26)  
Assistant Director of Finance and Controller are using the Tyler Munis system to issue disbursement checks therefore this observation and recommendation is considered closed.



**Observation #24: Vendor & Employee Master Files – Duplicative and Overlapping Record Data (report pages 27 – 28)**

Senior Team respectfully request the back up data/information used in Figure 15 and will provide a response once that back up data/information is provided.

**Observation #25: Projects Relating to Private Funding or Donations (report pages 28 – 29)**

Senior Team respectfully requests that this observation be removed from the report in its entirety. The Duffield Foundation partnered with IVGID for the CIP #4884BD2201 Rec Center Expansion project. The expansion of the Rec Center was going to allow IVGID to plan improvements within the existing Rec Center and as such, IVGID was to fund this portion of the project. The Board of Trustees approved \$110,000 to award a design contract with H+K Architects for the Tenant Improvements of the existing Rec Center (Board of Trustees meeting June 29, 2022, Item H.1). The design for the Tenant Improvements portion of the project included renovation of 7,700 square feet of the existing office space, child-care space, pro-shop area, massage room, upgrading the lighting, and addition of a 4-sided elevated walking track to the existing gymnasium. The funding deficit of \$72,613 cited in the RubinBrown report reflects the IVGID funds that were approved by the Board of Trustees for the Tenant Improvements portion of the design.

In RubinBrown's recommendation, they recommend that projects utilizing pledged funds from private donors not incur expenses prior to obtaining the pledged funding. Private donors often have stipulations included in the Memorandum of Understanding that contradict this recommendation.

**Observation #26: North Lake Tahoe Fire Protection District Agreement with IVGID (report pages 29 – 30)**

To date, the agreement with the North Lake Tahoe Fire Protection District (NLTFPD) has worked very well. The increases in the funding for defensible space work on IVGID lands has been approved with utility rate increases. While the agreement itself does merit refreshing, it hasn't been a top priority for Staff because it has been and continues to work well between the two collaborative partners. The Director of Public Works is leading the effort of rewriting the agreement between the two agencies and it is anticipated that it will come before the Board of Trustees in the coming months. The defensible space billing rate was just approved with the utility rates and remains at a total of \$200,000 per fiscal year.

**Observation #27: Petty Cash (report pages 30-31)**

Assistant Director of Finance and the Controller are looking into this recommendation; more information to come in the weeks ahead.

**Observation #28: Physical Access to Vault (report page 31)**

Assistant Director of Finance and the Controller are looking into this recommendation; more information to come in the weeks ahead.

**Observation #29: Project Numbers are Reused (report page 31)**

When a capital project is created, there may be several layers and contracts associated with that one capital project. Using the project cited within the report, there was a contract to build and construct the pool and that amount was X of the total capital project budget. There was a contract to do landscaping and that amount was Y of the total capital project budget. It has always been the objective of the District to keep all project costs together in order to satisfy the Board of Trustees hunger for total project cost summaries. If each component of a capital project is to have its own unique identifier then that will require research by the Assistant Director of Finance to see if the Tyler Munis applicable module exists and/or can be utilized.

**Observation #30: Capital Expenditure Approval Process (Initial and Overruns) (report page 32)**

Senior Team would like to know if RubinBrown was provided with the two policies on Capital.

**Observation #31: Review Capital Projects for Potential Bid Splitting (report pages 32- 33)**

The Tyler Munis system is the District's central depository for all contracts/purchase orders issued. A report can be run from this system and then those enabling documents can be tied back to a Board of Trustees agenda and/or contract approval spreadsheet maintained by the designated Trustee for emergency contracts/purchase orders. Further, the District is in the process of trying to hire a Purchasing/Contracts Manager. Lastly, the Director of Administrative Services does maintain a list of recurring contracts and that has been shared with the Board of Trustees, within their Board packets, numerous times.

**Observation #32: Seasonal Discounts at Merchandise Stores Not Approved by Appropriate Level (report page 33)**

The observation states that "No documentation records of these approved discounts during the scope period are available". The Senior Team respectfully requests more information on this observation in order to prepare a task.

Observation #33: Employee Clothing Allowance (report page 33)

The Senior Team requests supporting data from Appendix 2 "Expenses Related to Clothing Allowance Descriptions by Employee during Scope Period" prior to responding to this observation.

As noted in the IRS Publication 5137 (Rev 10-2022): "Clothing or uniforms are excluded from wages of an employee if they are:

- Specifically required as a condition of employer; and
  - Are not worn or adaptable to general use as ordinary clothing.
- <https://www.irs.gov/pub/irs-pdf/p5137.pdf>

This is a negotiated item with the Operating Engineers Local 3 contracts and is reviewed each contract period by the District's General Counsel.

Observation #34: Manual Financial Statement Consolidation Process (report page 34)

Assistant Director of Finance and the Controller are looking into this recommendation; more information to come in the weeks ahead.

Observation #35: Disbursements Reconciliation to the General Ledger (report pages 34 – 35)

Assistant Director of Finance and the Controller are looking into this recommendation; more information to come in the weeks ahead.

Observation #36: Consolidated List of Executed Contracts is not Readily Available (report page 35)

The Director of Administrative Services is looking into this recommendation; more information to come in the weeks ahead. An earlier mention in this memorandum was made to a listing of all purchase orders/contracts that the Tyler Munis system is able to produce which could be the source document to be used.

Observation #37: Prevailing Wages Evidence for Contracts not Retained (report page 35)

Senior Team respectfully requests that this observation be removed from the report in its entirety. The construction contracts that require prevailing wage and/or Davis Bacon wages be used are reviewed by District Counsel or specialized outside Counsel. The burden of proof for providing evidence of wage postings and/or evidence of communication to workers lies with the Contractor per the contract. IVGID also requires the Contractor to provide weekly payroll reports be submitted by utilizing the LCP Tracker software. IVGID is responsible for reviewing

and confirming that the Contractor is complying with reporting the wages accurately and on time. LCP Tracker interfaces with the Nevada Department of Labor and IVGID has not received any notice from the Nevada Department of Labor that the District is not in compliance with their regulations.

**Observation #38: Frequency of Cash Collections (report page 35)**

The Senior Team recalls when the District did have daily cash pick ups. As cash purchases began to decline and as the District moved to a cashless environment, the determination was made to utilize the safes in a more effective manner and decrease the daily cash pick ups by a third party to reduce costs. The Senior Team finds that the present schedule of weekly cash pick ups within our environment is sufficient.

**Observation #39: Security of Cash During Cash Collections (report page 36)**

Assistant Director of Finance and the Controller are looking into this recommendation; more information to come in the weeks ahead.

**Observation #40: Lack of Internal Controls and Oversight at IVGID Golf Courses (report page 36)**

The General Manager of Golf is looking into this recommendation; more information to come in the weeks ahead.

**Observation #41: Customer Credit Card Processing Errors (report pages 36 – 37)**

The Director of Information Technology is aware of this concern and has advised that it is being fixed and that he will update this recommendation in the coming weeks.

**Closing Comments**

It is the collective opinion of the Senior Team that this report does identify areas for improvement which we all consider a top priority. As we hope this response has proven, many of these observations have already been addressed. The Senior Team also note that there are some inaccuracies within the report and have made our best attempt, to address them in this response. The Senior Team will provide updates as we have them and look forward to the opportunity to share our response publicly.

## **EXHIBIT "B"**

## July 31, 2024 IVGID BOT Meeting - Agenda Item C - Public Comment - More Evidence Employee Susan Herron (a Cancer in Our Community) Needs to Be Terminated; YESTERDAY

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>, <homan4ivgid@gmail.com>, <jezycki4ivgid@gmail.com>  
**Subject:** July 31, 2024 IVGID BOT Meeting - Agenda Item C - Public Comment - More Evidence Employee Susan Herron (a Cancer in Our Community) Needs to Be Terminated; YESTERDAY  
**Date:** Jul 30, 2024 11:22 AM

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Chairperson Schmitz and Other Honorable Members of the IVGID Board (trustee candidates Mick and Michelle also because I want the two of you to be aware of the cancer in our community which requires eradication) -

It's time to address the sustainability of the District head-on. Management Concerns Is the District being properly managed? According to NRS 318.515(1), this is a crucial step in determining if supervision should revert to Washoe County.

Is the District being properly managed? As you know this is one of the first steps under NRS 318.515(1) in returning supervision over the District to Washoe County. And the answer to this question is no. And here's more evidence. Or as my friend DJ Kahled instructs, "another one!"

Susan Herron - TERMINATE HER.

Let's take a stroll down memory lane.

1. Ms. Herron is basically a glorified secretary. Her experience with the District has primarily been as past Board Clerk and admin ass't to our GM. You know. Putting together notices of public meetings, assembling Board packets, preparing minutes of meetings, acting as a point person for communications between the public and the Board, assisting the GM in his/her duties, etc.
2. Several years ago former GM Indra Winqest began parsing out promotions and massive pay increases to members of our staff as a means of saying "thank you" for prior allegiance. And who was number two recipient on his list? Susan Herron.
3. Ms. Herron's compensation was already at the top of the District's Board approved pay scale for admin persons like her. So Indra couldn't give her much of a pay raise without getting "creative." So he created a new position never before recognized by the District along with its own elevated pay scale. Director of Admin Services. Director?
4. So what were the duties of someone occupying this allegedly vital position, and what was its pay scale?
5. Let's answer the second question first. \$160K-\$205K annually plus benefits plus yada yada, plus yada yada!
6. Now let's answer the first question. I did a public records request to discover what those duties were. And the answer provided was basically, "we don't have a list, but Indra and I are going out to breakfast every morning and discussing what they should be - stay tuned."
7. Wake up Incline Village and smell the coffee! Nothing more than a wasteful and expensive thank you "pay off" for years of allegiance to our revered "Grand Wizard," or "Grand Master," or "Grand Master Flash." Take your pick.

So now we're learning what some of Ms. Herron's "vital" job responsibilities are. You know,

8. Leaking confidential personal information about fellow resident Cliff Dobler to her buddy and former co-worker Dee Carey so Ms. Carey could initiate a character assassination of Mr. Dobler;

9. Conspiring with former co-worker Sheila Leijon to grant all sorts of hidden "favours" at public expense to special interest collaborators in our community who could and can deliver votes for preferred trustee candidates (like Trustee Nobler) who are committed to keeping the free flow of gravy at local parcel owners' expense. Because it's not about what she can do for the benefit of our community. But rather, what our community can do to benefit her personally;

10. Instigating co-worker Brie Waters to initiate an harassment petition against poor ole little me (a petition which was rejected by Incline Village Justice Court) because I voiced criticism of Ms. Waters' job performance during public comment at a BOT meeting. And then taking time off of work during the IVGID work day, with another four or so of her co-worker colleagues, to give moral support to Ms. Waters in court during the Justice Court hearing. And then taking her cabale out to lunch afterwards, likely using her IVGID procurement card to make payment (not certain about this one, but I have asked that the District conduct an investigation to learn if this in fact took place);

11. And now most recently, conspiring with a "cognitively challenged" Whiner Riner to create an unauthorized response to the recent damning RubinBrown forensic due diligence report which marginalizes the validity of that report and its conclusion that the District is guilty of improper management. Who physically prepared this memorandum response Susan Herron? How many hours of your IVGID work day did it take Susan Herron? What help if any did you get from the other senior management employee names included in the memorandum response, if any? Did you just insert their names to make it look as if this was a senior staff decision as opposed to a Susan Herron decision? Who asked you to prepare a response Susan Herron?

12. And now I open up last Friday's Tahoe Daily Tribune, on page 11, and what do I see? An announcement for open positions on the District's audit committee. Nothing strange about this one. Except who prepared it. And who is identified as the "point person" for applications. You've got it. Reverred Susan Herron. Why is she involved with this? Who directed her to undertake this vital District endeavor? Even though we have a GM (Bobby Magee), it turns out Ms. Herron doesn't think she needs to run anything by her presumptive boss because she beats to her own drum. Right Ms. Herron?

These low level ministerial duties could have easily been performed by a volunteer interim. Or our Board Clerk Heidi White. Rather than a Director earning \$200K+ annually in compensation plus benefits. And all of you know this! So why is Ms. Herron permitted to participate in matters such as these? Where's the internal control?

Please do something productive before the end of this trustee term Trustees Schmitz and Dent. Please. Rid the cancer in our community. And please don't tell me you as trustees don't have the power. NRS 318.180 (the power to hire and retain employees) combined with NRS 318.210 (the incidental to or implied from power to fire and terminate employees) gives you the power you require. So exercise it!

Thank you. Respectfully, Aaron Katz

My comments today are to address the question of ..... Why do we even need an IVGID Board of Trustees when IVGID staff does whatever they want?

Fact – For the Mountain Golf Cart pathways, the staff without any board approval spent \$102K over the authorized budgeted amount for that project. This by unapproved contract amendment. The budget for Mtn Course tree removal and cart paths was \$550K – taxpayer cost \$1.5 million – again no board approval of a cost over-run of almost \$1 million.

Fact – Effluent pipeline - Way back round 2010 the Board authorized water rate increases of \$2 Million per year for the project. With then estimates of the replacement then costing \$23 million. The US Army Corp of Engineers said build a new parallel pipeline in the road. But our brilliant boards run by Callicrate, Wong, and even Mr. Dent here, diddled around for years with ideas like slip lining and colocation in a new bike pathway. Bottom line – the pipeline which should have been done in 2020 is still underway at a cost of \$55-60 million. Our little 5-unit condo association has seen our water bill go from \$500 per month to \$788 this month. Plus, from what I have heard on the grapevine, I can expect the association's bill to go to \$1000 within 2 years.

Oh yes, how about Mr. McGee's wonderful BBQ for the employees. As his swan song, McGee arranged with his pal in Azusa, CA to spend \$17k on an employee luncheon at Diamond Peak. Plus, we had to pay Mr. McGee's buddy Collett an additional \$4800 in travel costs. As if his overblown salary was not enough, he had to stick it to the Incline taxpayers for even more. Do I smell corruption here Mr. McGee? I would love to be a fly on your wall looking at your recent bank statement Mr. McGee.

In the wake of the Rubin-Brown report, the staff under Ms. Herron issued a 16-page report in an apparent attempt to trash the damning findings in the report and blow smoke up the anal tract of our trustees. But the report remains as a solid testimony to the corruption, and fraud at IVGID and the staff's dishonesty.....You folks diddle around on nonsense like the stupid Lapanja contract while the staff and McGee piddle away millions while blowing smoke up your posteriors. And you Ms. Tonking, and Mr. Noble do you and your candidate friends have the desire or ability to fix the IVGID mess – No. And you, Mrs. Schmitz, why don't you just quit now. With your home listed for sale what is your future investment in our community? Zero. Your legacy is to leave the taxpayers with a corrupt staff and ever-increasing utility bills.

Mt. Noble's noble solution is to float bonds and tax IVGID into solvency rather than fix the problem by hiring competent and honest staff and clearing out the deadwood.

As for me, I intend to stand in Mr. Noble's way of crapping on the taxpayer.

Finally, as I do not want to be seen just as a complainer, I am giving each Trustee my seven point program for fixing IVGID.

*Please include these comments in the permanent record of this meeting*



## **Do You really want to fix it – and what to do**

### **So, what are you going to do about it Trustees – PROBABLY NOTHING**

I ran a successful wholesale office supply business for 30 years. I made a profit every year and I paid all of my loyal employees well including health care benefits, vacation benefits and a 401K pension plan. **None of you except Mr. Tulloch have any business experience or ever had to meet a payroll on Friday afternoon.** IVGID is essentially a group of businesses that you are supposed to manage. Lacking business experience, you 4 trustees lack the skill set to run IVGID. Because he rankles you with his impertinent questions and comments, you do not like Mr. Tulloch. But he is the only one here with real business experience.

But.....So that I am not painted with a broad brush as a do-nothing whiner or a charter member of the hateful eight, I will tell you what you need to do.

If you want to change the paradigm here you must:

1. Hire Tulloch as a temporary GM and/or organize a blue-ribbon committee with Tulloch and citizens that know accounting like Dobler and Nolet, and people who have run businesses like myself who can effectively interview and hire a new GM. You cannot depend on yourselves or a non-business HR person to do this.
2. Commit to out sourcing all of the money loosing activities, with food and beverage services – just as a starter and maybe golf in the near future.
3. Demand honesty and integrity from your employees or fire them.
4. Show some responsibility to spending the taxpayer's money and put their needs ahead of the desires of the staff.
5. Kill stupid budget busters like the snack shack at the beach when you can hire a food truck to do the service in the 12-16 weeks of summer to do the same job at no cost to the taxpayer.
6. Hire people that absolutely qualify for their positions unlike McGee, Cripps, and Winqest and get the books in order.
7. Finally, Mrs. Schmitz or any board president show some cajones and control the staff and do not let them bring stupid crap to the board agenda.

But, because I was not raised in the la la land of letting rogue employees run my show, I know that this board will do none of the bullet items shown above.

*Please include these comments in the permanent record of this meeting*

1  
 2 INCLINE VILLAGE  
 3 GENERAL IMPROVEMENT DISTRICT  
 4 BOARD OF TRUSTEES  
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 6  
 7  
 8  
 9 TRANSCRIPT OF HEARING  
 10 PUBLIC MEETING  
 11 TOWN HALL  
 12 Live and Via Zoom  
 13  
 14 Held at The Chateau  
 15 955 Fairway Boulevard  
 16 Incline Village, Nevada  
 17  
 18 Tuesday, September 24, 2024  
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 20  
 21  
 22  
 23  
 24 Reported by: Brandi Ann Vianney Smith  
 25 Job Number: IVGID 54

1 APPEARANCES  
 2  
 3 **BOARD MEMBERS PRESENT**  
 4 SARA SCHMITZ, CHAIR  
 5 MATTHEW DENT, VICE CHAIR  
 6 MICHAELA TONKING, SECRETARY  
 7 RAY TULLOCH, TREASURER  
 8  
 9 **ALSO PRESENT**  
 10 SERGIO RUDIN, LEGAL COUNSEL  
 11 HEIDI WHITE, DISTRICT CLERK  
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1 Incline Village, Nevada - 9/24/2024 - 6:00 P.M. 4  
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 4  
 5 CHAIR SCHMITZ: I'd like to begin by  
 6 saying thank you for all being here this evening,  
 7 thank you for submitting questions to our District  
 8 Clerk. Tonight is Tuesday, September 24th. We're  
 9 here at The Chateau located 955 Fairway Boulevard in  
 10 Incline Village. This is a meeting -- it's a town  
 11 hall, it's a town hall of the IVGID Board of  
 12 Trustees.  
 13 I'd like to begin the meeting with the  
 14 Pledge of Allegiance.  
 15 A. PLEDGE OF ALLEGIANCE  
 16 (Pledge of Allegiance.)  
 17 CHAIR SCHMITZ: Moving on to the roll call  
 18 of trustees.  
 19 B. ROLL CALL OF TRUSTEES  
 20 CHAIR SCHMITZ: Trustee Tonking?  
 21 TRUSTEE TONKING: Here.  
 22 CHAIR SCHMITZ: Trustee Dent?  
 23 TRUSTEE DENT: Here.  
 24 CHAIR SCHMITZ: Trustee Tulloch?  
 25 TRUSTEE TULLOCH: Present.

<p>1 CHAIR SCHMITZ: And Trustee Noble had 2 indicated that he would not be attending this 3 evening. We do have a quorum of the Board of 4 Trustees. 5 Before we will move on to public comment, 6 I wanted to thank you all again for being here and 7 for submitting your questions. This is the second 8 town hall that the Board has conducted this year. 9 And the Board has been working to address the most 10 pressing issues of the District. This includes, but 11 is not limited to, the completion phase 2 of the 12 effluent pipeline, the filling of the general 13 manager position, and continued effort to adequately 14 staff the finance department to address the large 15 backlog of bank reconciliations, the corrections of 16 internal control deficiencies, and the Tyler Munis 17 system implementation. Timely and accurate 18 financial reports, et cetera. 19 While these topics might not seem very 20 interesting to the general public, the results of 21 the forensic due diligence audit along with the food 22 and beverage report identified serious issues to be 23 addressed by staff and the Board. While work has 24 begun to resolve some of the issues, there's much 25 work to be done with the point of sale system and</p>	5	<p>1 the identified lack of internal controls across the 2 District. 3 The Board and the community have a large 4 backlog of capital improvement projects to be 5 completed. The limitation to the number of projects 6 completed each year is due to the short construction 7 season and staffing. 8 The Board did approve, this year, 9 additional staffing as part of the budget process in 10 an effort to improve the completion of the budgeted 11 capital improvement projects. 12 The Board and the staff are moving forward 13 with the skate park expansion, our work to determine 14 the community's needs for an updated Incline Beach 15 House. The estimated cost provided to the Board 16 were significant, between roughly \$9 and 17 \$16 million. The Board is working to gather more 18 information to move forward with a plan that is 19 fiscally responsible while meeting the expectations 20 of our residents. 21 One of the options being evaluated by the 22 Board is the potential purchase of a mobile food 23 truck that could be used at Incline Beach and 24 potentially other venues across the District. This 25 option would significantly reduce the costs, but no</p>	6
<p>1 decisions have been made. It's just an idea that 2 the Board has been discussing. 3 I just wanted to thank you all of you for 4 being here, for submitting your questions and 5 suggestions. We have Kristin Miller here tonight 6 who will be moderating questions that have been 7 submitted to the Board. 8 Before we move to those, we do have our 9 opening public comment, and we would like to 10 restrict the opening and closing public comments 11 tonight to two minutes each so that we can spend the 12 bulk of our meeting going through and discussing the 13 questions submitted by all of you in the community. 14 We will wrap up the question and answer 15 period by about 8:30, on or before 8:30 to allow 16 time for the closing public comments. 17 So with that, we will open public comment, 18 and we will begin with Steven Ross. 19 C. INITIAL PUBLIC COMMENTS 20 MS. ROSS: First of all, thank you for 21 allowing me to comment. Second of all, I apologize 22 for not being on top of everything to submit the 23 questions that I have early enough to get on the 24 agenda. 25 My concern is about the RubinBrown report,</p>	7	<p>1 and I noticed a large number of areas in which there 2 was concerns about the way we handle projects 3 throughout to community. And I'm concerned that the 4 staff who has been able to identify some of the 5 issues and to solve them. But I wonder if you could 6 answer for me what policies this board has 7 established to deal with the other items that are 8 outlined in the RubinBrown report. 9 Thank you. 10 MR. DOBLER: Cliff Dobler, 995 Fairway. 11 The draft financial reports for fiscal 12 2024 were presented on August 28th, 2024, and the 13 food and beverage activities are miserable. I had 14 to obtain the data from the general ledger as F&amp;B is 15 hidden with all sales for each venue. A true lack 16 of transparency. The results: 17 The Champ Course lost 407,000, with sales 18 below budget by 24.6 percent, generating only 19 702,000 in sales. 20 The Mountain Course lost 30,000, with 21 sales below budget by 15 percent, generating only 22 129,000. 23 The facilities department consisting of 24 catering and room rental at The Chateau and Aspen 25 Grove lost a staggering 683,000, with sales below</p>	8

9

1 budget by 52 percent, having only 1.1 million in  
 2 sales for food and beverage. I have not been able  
 3 to obtain the results for the room rentals.  
 4 I was unable to obtain the general ledger  
 5 for Diamond Peak and the beaches. However, the  
 6 budget suggested Diamond Peak would make about  
 7 575,000 with a million-nine in sales, and the sales  
 8 at the beaches would make 80,000 on sales of 380.  
 9 Fat chance from both.  
 10 Trustee Noble and Tonking want to proceed  
 11 with a \$16-million new building at Incline Beach.  
 12 There are 225,000 visits budgeted with sales of only  
 13 209,000, or 93 cents per visit. For comparison,  
 14 there were only 130,000 visits at Diamond Peak with  
 15 budget sales of 1.9 million or \$14.62 cents per  
 16 visit. This is 16 (inaudible) at Incline Beach.  
 17 A conclusion can be reached: The visitors  
 18 at Incline Village do not want or need a flamboyant  
 19 building of \$16 million.  
 20 Thank you.  
 21 MR. MARSHALL: Good evening.  
 22 I read the report on the food and  
 23 beverage, and this is not a problem that's just  
 24 started this year or last year. It's been going on  
 25 since I moved here 15 years ago. I don't understand

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1 why the Board hasn't made a move to hire someone who  
 2 could come in and take care of these problems.  
 3 We keep taking the job description that is  
 4 listed on the website, which gives many different  
 5 qualifications, and we have sidestepped those from  
 6 not hiring people that fit that description. And  
 7 I'm trying to tell you that that falls on the  
 8 vetting process, the hiring process.  
 9 Going back to Mr. Pinkerton's term when  
 10 the two final candidates that came down, that the  
 11 last two people, one of them didn't even have a  
 12 college degree, he defaulted into the position. We  
 13 put Indra in there, he doesn't fit the  
 14 qualifications that are in the job description. And  
 15 now the new person that's the interim, I'm not  
 16 saying that she's going to come in and fix it, but  
 17 we are following the guidelines set up by IVGID's  
 18 laws on hiring a manager who knows what's going to  
 19 be able to take this whole thing and straighten it  
 20 out.  
 21 This food and beverage process, like Cliff  
 22 was saying, we only looked at what was happening  
 23 here at the golf course. What's going on at Diamond  
 24 Peak and the beaches? I mean, everybody needs to  
 25 look at hiring somebody, either putting a separate

11

1 person for food and beverage and then a separate  
 2 person for golf.  
 3 The last two people that have come in are  
 4 clueless, and they've run this town into a position  
 5 where I propose that all projects be put on hold  
 6 until we get our fiscal responsibilities in order.  
 7 End of the story.  
 8 Thank you.  
 9 MS. CARS: Hello. Linda Cars, 625 Lariat  
 10 Circle.  
 11 At the August 6th Board of Trustees  
 12 meeting, Harry Swenson, candidate for the board,  
 13 spoke positively about the potential outsourcing of  
 14 the hiring and management of a GM. He stated that:  
 15 I believe the board should give this Troon proposal  
 16 their utmost consideration. The proposal reveals  
 17 depth of knowledge -- this is all a quote of what  
 18 Harry said. This proposal reveals depth of  
 19 knowledge of our community challenges in both  
 20 financial and leadership areas.  
 21 Quote, The proposal supplies a continuous  
 22 consulting for our challenges over three-year term  
 23 that appear to be very cost effective, end quote.  
 24 The majority of public speakers who  
 25 followed Harry that night opposed this idea.

12

1 At the 9/11 board meeting, Harry said lies  
 2 were being spread about him. We know of no lies.  
 3 We do know that everyone is highly concerned about  
 4 where he really stands on the issue. How could he  
 5 even consider Troon to manage our GID when they have  
 6 no experience with Public Works or managing a ski  
 7 report? Let's get real.  
 8 Swenson has now changed his stance on the  
 9 Troon proposal as he quickly realized that was not  
 10 going to win him votes during the next election.  
 11 Voters should do their research and ensure they  
 12 fully understand what the candidates really stand  
 13 for, past and present.  
 14 Thank you.  
 15 MR. KATZ: Good evening. Aaron Katz,  
 16 Incline Village. I have a written statement to be  
 17 submitted and included in the minutes of this  
 18 meeting.  
 19 You people never learn. You keep doing  
 20 the wrong things and expect the results to be  
 21 different.  
 22 Last year we learned The Grille was losing  
 23 \$2,000 a day. One of our wonderful recreation  
 24 amenities we should tolerate losing money at because  
 25 no one should expect government to make any money.

13

1 That's according to haters in our community.  
2 So we come up with these so called  
3 "fixes," Bobby Magee, Moss Adams, RubinBrown, and  
4 now what do we have? Well, OpenGov is back up and  
5 running. I asked Judy to dig into the weeds of our  
6 facility sales department: The rental, The Chateau,  
7 and Aspen Grove.  
8 What did we learn? Since July 1 of  
9 this year, this vital community amenity has lost  
10 372,500, and this doesn't even include central  
11 services costs properly assignable on a whopping  
12 \$9,000 of gross sales revenue and \$11,000 of utility  
13 costs. And what have you done to shut this disaster  
14 business down? I ask Bueller. You people are  
15 insane.  
16 And if you, the voter, think that  
17 Michelle, Mick, and -- I'm having a memory loss --  
18 the third one can improve on those numbers, in my  
19 opinion -- oh, Michaela. Thank you. Sorry. If you  
20 think you can fix any of this, you're delusional.  
21 This is the story of everything we have  
22 here. And if your vote for the three Ms with the  
23 expectation they can stop this ship from sinking, in  
24 my opinion, you're crazy too. Your rec fee is going  
25 to triple. Understand this people.

15

1 I'm running for candidacy in is in trouble. You  
2 guys all know it, I know it, the community knows it.  
3 We gotta fix it. I've been saying this for  
4 14 years. It finally hit a head when we got the  
5 forensic audit report and they uncovered all the bad  
6 things that are happening here.  
7 I had a paper that I was passing out, if  
8 you want a copy, I'll give it to you. It's got  
9 everything on there, most everything on there that  
10 we need to work on right away. Can we fix it? With  
11 the right people and the right attitudes and a  
12 community behind us. Not a community that is  
13 fighting each other, having recall elections that  
14 just destroyed this place. That was horrible.  
15 I'm used being in this town which I've  
16 been in for 47 years. I've never seen anything like  
17 it in my life. This faction of people that are  
18 causing all these things are not good people.  
19 Thank you.  
20 MS. DAVIS: Good evening.  
21 I'm here to invite our entire community of  
22 Incline Village and Crystal Bay to an IVGID trustee  
23 candidate forum this is coming Monday, September  
24 30th, starting at 6:00 p.m. at the Incline High  
25 School. All six IVGID trustee candidates are

14

1 Thank you.  
2 CHAIR SCHMITZ: I have a comment from  
3 Frank Wright here in the room. And if there's any  
4 others, please let me know.  
5 MR. WRIGHT: Frank Wright, candidate for  
6 the board.  
7 I was outside campaigning on a public  
8 place, and this building is used for the Republican  
9 Women, this building is used for public expression.  
10 This building is not off limits to public  
11 expression, nor are any of our public facilities.  
12 I think about the Washoe County board  
13 meetings and people come in with signs and pass out  
14 stuff in the board meeting, they make their  
15 expressions during the course of the board meeting,  
16 and that's free expression. That's the way it  
17 should be.  
18 To put somebody out in the parking lot in  
19 the corner, it's not right. It's not legal, I don't  
20 think. But I think we ought to visit that because  
21 nothing is more beneficial than having candidates  
22 meet and greet their constituents on the way to a  
23 public meeting. I think that's fair. I think  
24 that's understandable.  
25 On another issue now, the District that

16

1 scheduled to be in attendance. It's a moderated  
2 question and answer period, so we will be accepting  
3 questions to ask the candidates from those who are  
4 attending in person.  
5 If you're not able to join us in person,  
6 we will be broadcasting live via our YouTube  
7 channel, and it will be saved so you can watch it at  
8 a later date if you're just not available that day.  
9 Again, it's Monday, September 30th,  
10 starting on 6:00 p.m. We'll have a brief time  
11 before the meeting and a little bit of time after  
12 the meeting to talk with each of the candidates  
13 outside of the meeting. And I just urge you all to  
14 be there.  
15 Thank you.  
16 CHAIR SCHMITZ: Denise, thank you for  
17 doing that for our community.  
18 MR. SMILEY: Hello. My name is Bob  
19 Smiley, and I reside at 929 Northwood. We purchased  
20 the unit in 2021 and lived here full time since  
21 July, 2019.  
22 During the 18 years of splitting our time  
23 between So Cal and Tahoe, I kept my kayaks on a  
24 trailer so I could explore So Cal in the winter and  
25 the lake in the summer. When we moved here full

17

1 time, I started my quest for a kayak indoor  
2 paddleboard storage space at Incline and Ski Beach.  
3 From 2019 to 2022, I stopped by the Rec  
4 Center pretty much every weekend during my dog walk  
5 to the beach and/or the dog park, and I've heard,  
6 "We're not taking any additions to the wait list."  
7 Then in July of 2022, I got the wonderful  
8 email I'd been waiting for. "We're happy to  
9 announce that the long-awaited kayak rack waitlist  
10 is being reopened on July 13 at 10:00 a.m. If you  
11 are one of the first 50 registered Picture Pass  
12 holders who registered, your name will be added to  
13 the waitlist to store your kayak at Ski Beach."  
14 So with great anticipation, I started a  
15 rudimentary little app that I use to monitor  
16 servers. I'm still a bit of a geek. At 9:47, July  
17 13th, I discovered the app was opened. I was  
18 curious to check out what was going to be required  
19 to get me on the list, one of the 50, and the  
20 registration was really simple, so simple that I  
21 didn't even know I registered until it was too late.  
22 Then came the terrifying notifications.  
23 "Although we experienced a technical issue that  
24 allowed some people to access the registration  
25 process early, on July 13th, you entered a kayak

19

1 manager a year ago that made us lose time to get a  
2 qualified executive to run our place. We've got to  
3 remove people like you rather than sit here and  
4 continue with the lies.  
5 I don't know what else to say, other than  
6 please come to the forum, we'll hear it debated.  
7 And people will begin to understand my background,  
8 my candidacy. Please go to my website.  
9 But this really makes me upset, these  
10 people. I don't why they do it. They must have no  
11 lives whatsoever other than to hurt and destroy  
12 people's reputation.  
13 MS. MEADOWS: Good evening. Peggy  
14 Meadows.  
15 And I read some of report, it was hard to  
16 get through it all on the food and beverage audit  
17 study. And I just wanted to say that, yeah, I  
18 agree, probably needs better management. I'm hoping  
19 that you can work on that.  
20 But I did like one thing that I read out  
21 of it. So often, you get these studies and they  
22 basically want to save money and they want to see  
23 ways that you can cut a lot of things or they want  
24 some of the programs to be for-profit. I really  
25 liked that multiple times the person who did the

18

1 storage waitlist survey before the start time of  
2 10:00 a.m. Never fear, all is not lost, your park  
3 and rec team has created a 2022 backup list." I was  
4 number 457.  
5 I need to quit? Okay.  
6 MEMBER SWENSON: Wow, since my name was  
7 mentioned, I'm Harry Swenson, running for candidate  
8 for Incline Village trustee.  
9 Lies, lies, and more lies. I am  
10 categorically against privatization of IVGID or the  
11 sale of my golf course or any other assets within  
12 the community. People like her lie, lie, and lie.  
13 And I don't even want to mention her name,  
14 but this is not the first lie. Her first lie about  
15 me was about a bundler making financial help from  
16 you. I'm a self-funded candidate. I use my own  
17 money that I built for my own life to -- because I  
18 love this community, and I'm so tired of the lying  
19 stuff from people like her.  
20 I'm sorry. I'm a little upset. I've  
21 dealt with this on Friday when I made them retract  
22 their statements and lies about me. It's not right.  
23 And I did say -- I did say I was intrigued  
24 by the proposal because people like her wrote vile,  
25 vicious threats to our candidates for general

20

1 publication said that they did not think it was  
2 appropriate for our facilities to be trying to be  
3 profit-making, but to be here for those of us who  
4 are paying into, for the serenity we look for here  
5 for the recreation. Many times when I've been a  
6 tennis player in other communities, governments want  
7 you to make money. They don't like it if you don't  
8 actually make a profit.  
9 And I think it is great that this is  
10 coming out as a recommendation, and I agree with it  
11 wholeheartedly. Though I do think that you need to  
12 economize on some things. I'm not saying you  
13 shouldn't economize and I'm not saying we should --  
14 I think it is good to have those who are not  
15 property owners and IVGID pay more for some of the  
16 activities and services, I think that helps. But at  
17 the same time, don't put it on our backs to try to  
18 fix the budget problems. So thank you for that.  
19 Then one other thing -- well, I'm not  
20 supposed to have this much time, it didn't start on  
21 time. I'm just going to throw it in instead of  
22 putting it on the paper to ask you a question.  
23 If the Board can be an advocate -- I don't  
24 read about any of this -- be an advocate to the  
25 county level, it sure would be nice if Washoe

21

1 County, if you would speak out on some things for us  
 2 like some communities have that they start banning  
 3 not just the petroleum, but noisy machinery, that's  
 4 one thing that's really not been good here in  
 5 Incline lately. Just more and more blowers that are  
 6 just so noisy, blowers and mowers. I'm glad that  
 7 IVGID itself is doing better at that.

8 The other thing is -- what was the other  
 9 thing? Darn it, it's going down. Anyway, I hope  
 10 you guys can be advocates for that kind of thing, to  
 11 reduce noise pollution.

12 Thank you.

13 MR. CARS: Well, Mr. Swenson certainly  
 14 surprised a lot of people. He surprised me. I  
 15 never thought that somebody would come in and  
 16 disparage my wife the way he has, especially his  
 17 major point was she tells lies.

18 I think what my wife did is carefully  
 19 dictate what was on the tape that you all can go  
 20 back and see and look at Mr. Swenson's own  
 21 statements, and then you can consider the fact that  
 22 he calls them lies instead of apologizing or saying  
 23 he's retracted his position and now has a new one.  
 24 I think that all gives us some insight as to how Mr.  
 25 Swenson would govern should he be elected to the

22

1 board.  
 2 I won't further address the insults he  
 3 sent to my wife because I can't do that in a  
 4 gentlemanly manner, so we will just leave it at  
 5 this.

6 MS. WELLS: Kristie Wells, Incline Village  
 7 resident.  
 8 I, too, was a little shocked by the  
 9 outburst by a candidate. I understand he's  
 10 frustrated. For me, this shows a lack of leadership  
 11 and grace.

12 And my comment to the entire community  
 13 would be just watch how your perspective candidates  
 14 act in public and in private. Talk to them  
 15 directly. Many of them are going to have frank,  
 16 direct conversations and tell you however they stand  
 17 and what they believe in. But when they're out here  
 18 telling you that you need have to have a citizen in  
 19 this community removed from the community because  
 20 they made a statement and just said exactly what was  
 21 said instead of a meeting on tape record, August  
 22 6th. Opinions might have been changed, that's fine,  
 23 everybody's entitled to change their opinion. I do  
 24 it all the time.  
 25 I just think it's important you pay

23

1 attention who you're voting for. And if they show  
 2 you who they are, it's usually what they are.

3 Thank you.

4 CHAIR SCHMITZ: Seeing no other comment  
 5 here in the room, we will close out that item on our  
 6 agenda.

7 I do want to just clarify a couple of  
 8 things. There are cards in the back of the room.  
 9 If we -- before 8:30, if we are able to get through  
 10 the submitted questions online, Kristin will be  
 11 guiding us through remaining questions on the sheets  
 12 that you submit.

13 Just know that we are here, all of us, as  
 14 trustees, and we're here to answer your questions.  
 15 If you didn't finish your point or you have a  
 16 question that you didn't feel was answered, please  
 17 know our phones are on the website, our emails are  
 18 listed on the website. We're here to serve this is  
 19 community and to be responsive to this community, so  
 20 feel free to reach out to us at any time.

21 Given that, I will then move us on and  
 22 hand the floor over to Kristin to begin the process  
 23 of reviewing for us -- now, understand us trustees  
 24 have not seen any of these questions.  
 25 She will be going through it and

24

1 moderating the process. I will entertain responses  
 2 from all of the trustees. Hopefully, we will have  
 3 some good conversation.

4 Thank you, Kristin, for volunteering to do  
 5 this this evening.

6 D. GENERAL BUSINESS  
 7 D 1. Question and Answer Session  
 8 MODERATOR MILLER: My pleasure.  
 9 Thank you being here and thank all of you  
 10 for being here and thank you for those watching on  
 11 the live stream, shows you care about this  
 12 community. It's awesome. I always say, the place  
 13 we live in is so beautiful, but our community,  
 14 through our ups and downs, we're really close-knit.  
 15 When there's a need, it's awesome to watch us really  
 16 do what we do best, and that's come together. Thank  
 17 you for being here tonight.

18 We're going to get to those emailed  
 19 questions first, and then we will get to the comment  
 20 cards. I do want to encourage you to -- there are  
 21 going to be some things, I know you touched on a  
 22 couple of the questions that will be answered, you  
 23 touched on them already at the opening of this  
 24 meeting. A couple of the questions are asked in  
 25 this, but we will re-hit on them because I want

25

1 everyone to feel like their voice is being heard.  
2 If it sounds redundant, it might be a  
3 little bit, but your voice is important. That is  
4 what we're going to do.  
5 Let's go ahead get started. We're going  
6 to go here. The questions will be up on -- here we  
7 go. The actual question, I'm going to summarize a  
8 little for you, but the actual question, whatever  
9 was written in, word for word, is going to be up on  
10 the screen. That's important.  
11 This one is saying: Was there a vote by  
12 the -- they call it "HOA," but GID -- to allow dogs  
13 on the golf course. If not, who made the decision  
14 and when?  
15 So it says here: Golfers can sign a  
16 waiver to state dogs won't leave the golf cart  
17 during a round of golf, about 4.5 hours. What's the  
18 penalty for violating that waiver and compensation,  
19 assuming no charge, to bring a dog on the course for  
20 wear and tear on golf carts and for golfers behind  
21 the dogs that leave sand traps with dog prints.  
22 CHAIR SCHMITZ: Wow. Can you back it up?  
23 Because I saw a question about was there a vote.  
24 We aren't a homeowner's association; we're  
25 a general improvement district. The Board sets

27

1 MODERATOR MILLER: Thank you.  
2 What can you do to reverse fire insurance  
3 premiums for home, and especially -- again -- HOA,  
4 townhomes and condos -- once again, we are a GID --  
5 that the state classifies as commercial businesses?  
6 The state and local crisis that needs to be  
7 addressed so few insurers get to name any price they  
8 want to, affecting the value of residences here in  
9 the village.  
10 CHAIR SCHMITZ: As the GID, we are very  
11 restricted as far as our authority. We are  
12 restricted to water, sewer, trash, and recreation.  
13 We have no authority over insurance premiums,  
14 insurance, roads, we don't have jurisdiction.  
15 What I will share, though, is that our  
16 local fire protection district has been  
17 instrumental, as far as I know, in trying to assist  
18 homeowners by meeting with the State Insurance  
19 Commissioner and doing other things, because I know  
20 that they have worked very hard to keep our community  
21 safe through the defensible space program and what  
22 not.  
23 I'll ask my fellow trustees if they would  
24 like to add any additional commentary to this  
25 particular question, but it is something that is

26

1 policies that -- at a high level, that staff  
2 administers. There is no board policy regarding  
3 dogs on carts dogs on -- I -- unless one of you has  
4 an answer to any of the dog-related questions, I  
5 don't.  
6 TRUSTEE TULLOCH: It's completely new to  
7 me, but I'll refer to Mr. Ross here. I would think  
8 the penalty would be five strokes, would it not?  
9 TRUSTEE DENT: We should (inaudible)  
10 answer (inaudible) at the next meeting (inaudible)  
11 we get into our item (inaudible) questions  
12 (inaudible).  
13 TRUSTEE TONKING: I was just going to say,  
14 serving as the golf liaison, I have not had this  
15 issue brought forward us to either. This is new.  
16 CHAIR SCHMITZ: We will have to ask staff  
17 to provide some sort of clarification and answer to  
18 this question because, at the board level, this is  
19 not something that we have dealt with.  
20 MODERATOR MILLER: It does follow up with  
21 considering legal, long-term implications, but it  
22 sounds like we're not there yet.  
23 CHAIR SCHMITZ: (Inaudible) staff  
24 follow-up. And we will post an answer to this  
25 question on the District's website.

28

1 outside of our jurisdiction.  
2 TRUSTEE TONKING: I would add is we've  
3 also been doing our due diligence as IVGID on our  
4 land to make sure that we're -- my mic.  
5 IVGID has also been doing its due  
6 diligence as -- to make sure that their land also  
7 has their defensible space met, but to help our  
8 other homeowners.  
9 To Chair Schmitz' point, we don't have any  
10 stake in the insurance game. 200 grand, yeah,  
11 200,000.  
12 TRUSTEE TULLOCH: The only comment I can  
13 make is I have full sympathy with those impacted. I  
14 was impacted myself. My insurance company canceled  
15 my policy, and I had to scramble around and give  
16 about 10 grand of additional work, some of it was  
17 just reduced at last minute. Oh, by the way, if you  
18 don't do this by Monday, which involved taking out a  
19 whole bunch of landscaping, my policy was going to  
20 get canceled.  
21 So, yes, I have every sympathy (inaudible)  
22 involved.  
23 We have put forward some proposals, like  
24 trying to see if we can get the benefit of the  
25 defensible space work that we've been doing here



29

1 through Ryan and his team. I think that's an  
 2 important part of it.  
 3           It's also -- some of it also education  
 4 process for the insurance companies, because one of  
 5 things I run into is that even grass wasn't  
 6 considered as hard scape. It's considered as  
 7 flammable material.  
 8           You know, the insurance companies are  
 9 working on the basis that fire spreads along the  
 10 ground. We all in this community know that the fire  
 11 spreads through the tree canopy. It's not typically  
 12 ground based, but most of the insurance companies  
 13 still seem to be operating on that basis.  
 14           MODERATOR MILLER: Thank you very much.  
 15           Next: In one of his last meetings as  
 16 general manager, Mr. Magee said that the \$7 million  
 17 that was observed missing, unaccounted in the due  
 18 diligence audit was, quote/unquote, reconciled. And  
 19 when asked how, he again stated it was reconciled.  
 20           Can you explain the statement a little bit  
 21 more? Let's talk about why it was originally  
 22 missing and why did it take so long to find and what  
 23 are the full details of those monies.  
 24           CHAIR SCHMITZ: Trustee Tulloch is our  
 25 Audit Committee chair. He led the due diligence

31

1 full breakdown, plus the justification of what these  
 2 journal entries are and what the backup for them is,  
 3 because it's very easy just to square the accounts  
 4 by saying we've done the journal entry here, but the  
 5 important thing is seeing there's a legitimate  
 6 journal entry.  
 7           But, yes, I completely share the concern.  
 8 I think it's a very valid concern. But it's not --  
 9 I would stress -- it's not \$7 million that's walked  
 10 out the door. There's millions walked out in  
 11 different things, as we've seen in the food and  
 12 beverage and various other things, but this is not a  
 13 case of \$7 million that's somebody stashed away in  
 14 somebody's desk drawer.  
 15           MODERATOR MILLER: Thank you very much.  
 16           Let's go on to the next question: In a  
 17 recent board meeting, interim GM Crocker indicated  
 18 that many of the recommendations from the RubinBrown  
 19 report might take years to accomplish. Why should  
 20 they take so long -- in so many words -- should they  
 21 take to implement?  
 22           TRUSTEE TULLOCH: The -- again, I believe  
 23 there's a little bit of misunderstanding by interim  
 24 General Manager Crocker at the time. Some of the  
 25 recommendations from RubinBrown were about things

30

1 audit finding results, and has met before the CLGF,  
 2 which is the Committee on Local Government Finance.  
 3 I'm going to turn the microphone over and ask  
 4 Trustee Tulloch to answer this question.  
 5           Thank you.  
 6           TRUSTEE TULLOCH: The first thing to  
 7 clarify, there's not -- we haven't found anyone  
 8 that's walked with the \$7 million, as some people  
 9 think. If there is, it's somebody that's left the  
 10 community quickly. Maybe we should check with the  
 11 realtors, the realtor's listings.  
 12           But the 7 million discrepancy was between  
 13 what was shown in the balance sheet and the accounts  
 14 and what was actually shown in the bank. It's  
 15 the -- the semi-technical explanation for it, which  
 16 I'll caution this with saying I still have not seen  
 17 all the final findings and the corrections, but it  
 18 was a case of monies have not been allocated to  
 19 other accounts so it was showing it was in the bank,  
 20 but it was not actually in the bank. There was  
 21 monies parsed out to other parts of the District.  
 22           That has been reconciled at the moment by  
 23 doing journal entries, doing the relevant journal  
 24 entries to apply the charges in the right places.  
 25           I have asked for the full listing and the

32

1 like the point of sale system, changing the point of  
 2 sale system. That was the one that was going to  
 3 take years to make some changes, and obviously  
 4 require a significant amount of investment.  
 5           A lot of other ones, yes, they are basic  
 6 management 101, but also about culture change.  
 7 We've had a culture over the years that a lot of  
 8 these things have just slid under the mat. And  
 9 things have developed, somebody takes an inch, then  
 10 somebody takes a few more inches, and then somebody  
 11 takes a few more miles. A lot of that is culture.  
 12 A lot of these findings were board policies had not  
 13 been followed.  
 14           But there is a lot -- there has been a lot  
 15 of things, for various reasons, for practices that  
 16 have evolved that are not correct. And I think the  
 17 good thing about the audit was that it actually  
 18 highlighted these. We've heard all these -- there's  
 19 been all these rumors for years. Some of them have  
 20 been substantiated; some of them haven't been.  
 21           I think the important thing is it gives us  
 22 a line in the sand now to know where we need to  
 23 start, need to make these changes from. Most of  
 24 these should be able to be effected within  
 25 six months. It shouldn't take a period of years.

33

1 The only one that was taking years was the  
 2 point of sale system.

3 TRUSTEE TONKING: One additional thing  
 4 too, and I think that the RubinBrown report  
 5 specifically stated that there's also due to a lot  
 6 of high turnover and then direction from the top.

7 I think that is something that we are  
 8 actively working on trying to address, and so that  
 9 will help fix some of those other needs. But it  
 10 will take a little bit more time to get those people  
 11 in those places and to keep them around and  
 12 retained.

13 CHAIR SCHMITZ: Just to let the community  
 14 know that our point of sale systems acrossed all of  
 15 the venues are very old, and staff has really  
 16 struggled and dealt with the lack of integration  
 17 with our financial system for many years. And  
 18 last year, our director of finance kicked off a  
 19 point of sale assessment. And we should have the  
 20 recommendation from the point of sale assessment yet  
 21 this year.

22 So it still will take probably at least  
 23 another year, year and a half to roll out entirely a  
 24 new point of sale systems acrossed the District.

25 But it was highlighted as something so

34

1 important to address in the food and beverage  
 2 report, as an example, where staff has been entering  
 3 financial information on spreadsheets that are then  
 4 uploaded in manually to the Tyler system, and that's  
 5 just -- it's wrought with opportunity for just  
 6 errors, and we need our financial systems and or  
 7 financial reports to be accurate. The way in which  
 8 you do that is to have systems that are integrated  
 9 and updated on a daily basis so that we have timely  
 10 financial reports.

11 This has been part of the issue with  
 12 getting timely financial reports is because of how  
 13 difficult it is to get information from the point of  
 14 sale systems into our financial system like this.

15 We'd all like things to move faster,  
 16 but -- and I for one, because I've been assisting  
 17 with this point of sale project and been a bit of a  
 18 champion for it. I'm hopeful that the Board will  
 19 move forward and incur the cost and the effort and  
 20 roll it, maybe, more successfully than the Tyler  
 21 system was rolled.

22 There are improvements coming, but some  
 23 things do take time.

24 MODERATOR MILLER: For the Board, in a  
 25 recent newspaper op-ed, it was stated that there is

35

1 broad consideration for privatization or sale of  
 2 IVGID resources. Has this ever been a consideration  
 3 by the current board or views of any trustee  
 4 candidates that you know of?

5 TRUSTEE DENT: No.

6 TRUSTEE TONKING: I've been on the record  
 7 a lot saying no to this, so no.

8 TRUSTEE TULLOCH: No idea who this  
 9 mysterious reporter is, but he seems to be inventing  
 10 these things. It's not something I've heard of  
 11 ever, it's not something I've ever proposed.

12 CHAIR SCHMITZ: No. It is something that  
 13 was propagated last year with the recall effort.  
 14 And it's never been discussed. It's never been  
 15 anyone's idea to privatize, which means to basically  
 16 sell our venues.

17 I don't know why anyone who would be  
 18 elected as a trustee would want to sell part of  
 19 assets that make this community special. So I don't  
 20 know where and why anyone has made statements that  
 21 anyone has spoken in light of privatization.

22 Privatization is not enlisting consultants  
 23 to help us deal with the challenges that we're  
 24 comforted with. That's a completely different  
 25 situation.

36

1 TRUSTEE TULLOCH: I think the key point  
 2 (sound drop) is how well we deliver the services for  
 3 the community. That is the key point.

4 In terms of privatization of sale is, as  
 5 Chair Schmitz has said, yes, there's a number of  
 6 rumors being spread by people for various things.  
 7 When we see political action committees supporting  
 8 candidates, spreading all sorts of things without  
 9 any recourse, that may well be part of it.

10 MODERATOR MILLER: Thank you very much.

11 Next question, taking it down to the  
 12 beaches, do you favor maintaining the Beach Deed as  
 13 it's been upheld by the courts over the years?

14 TRUSTEE TULLOCH: Yes.

15 TRUSTEE DENT: Yes.

16 TRUSTEE TONKING: Yes.

17 CHAIR SCHMITZ: The beaches are one of our  
 18 most-valued assets. They are tied to the fabric of  
 19 this community. So as trustee, upholding that Beach  
 20 Deed needs to be near and dear to your heart,  
 21 because to lose the beaches would be just  
 22 detrimental to everyone in the community.

23 So, yes, we are all adamantly in support  
 24 of upholding the Beach Deed.

25 MODERATOR MILLER: All right. Here we go.

37

1 Website articles on our IVCBboys.com  
 2 website, for example, cite evidence of improper  
 3 capitalization of expenses, it says, land assets  
 4 dating back to 1990 for over 13 million. What steps  
 5 is the District taking to investigate and rectify  
 6 these activities, and how will the Board ensure  
 7 transparency in this process? And has the external  
 8 auditor, Davis Farr, been provided this information?

9 CHAIR SCHMITZ: Would our Audit Committee  
 10 chair like to answer that question?

11 TRUSTEE TULLOCH: Yes. All those that  
 12 know me will learn that I've been a loud voice  
 13 against improper capitalization of expenses since I  
 14 joined the Audit Committee in 2020, because a lot of  
 15 my background is in capital projects and capital  
 16 strategy. It's something that is very near and dear  
 17 to my heart.

18 We do have a new draft capitalization  
 19 policy that is coming to the Board within the next  
 20 month, which I had a decent amount of input into.  
 21 In the past, we've been free and loose in the way  
 22 we've capitalized.

23 One of the reasons for that is because it  
 24 then looks like, well, we're not incurring expenses  
 25 here, it looks like our venues are doing a whole lot

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1 better, and then suddenly three or four years later,  
 2 we've got to write off that money. It seems like a  
 3 victimless plight, victimless trend, because it only  
 4 impacts our balance sheets so nobody really sees it.  
 5 But it also means that we're pricing wrong for  
 6 venues. We don't know what the real costs of  
 7 running things are.

8 If I look at the -- if we take the  
 9 effluent pipeline project, we capitalized about --  
 10 Mr. Dobler, keep me correct -- about 6 million of  
 11 stuff that should have been just making repairs, but  
 12 should have been expensed to hide the true costs.

13 I'm a great believer in making sure that  
 14 we show the true costs of things.

15 The land assets, yes, it's going on for a  
 16 long time. There's a few things we could  
 17 potentially do. I think the question is, given how  
 18 far back this has happened, how much does this  
 19 community want to spend to address this?

20 I've had lots of requests, well, we should  
 21 go back and restate the financial statements going  
 22 back 30 years. (Sound drop) if we pay, authorize  
 23 that, I don't think we need to spend that amount of  
 24 money for it.

25 It is -- I think the best thing to say is

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1 there's been a hell of a lot of poor practices in  
 2 capitalization for various reasons over the past --  
 3 I've been here in this community 18 years. As long  
 4 as I've been here, I've seen this happening. We're  
 5 trying very hard that clear these up.

6 The new capitalization policy starts  
 7 putting a minimum value of 10,000 for any capital  
 8 asset at a minimum life of five years, which will  
 9 help clean up a lot of things, things that are done  
 10 there.

11 There is no real value -- at the end of  
 12 the day, there's no great value to us as a district  
 13 of capitalizing things rather than expensing them if  
 14 they (inaudible) have expenses. There's no tax  
 15 benefits or anything for it.

16 TRUSTEE TONKING: I'm going to answer the  
 17 second part in terms of capitalization stuff that  
 18 Davis Farr has looked at.

19 Two years ago -- Davis Farr, this  
 20 past year gave a report, looking back two years ago,  
 21 on our capitalization and looked to see where we'd  
 22 improved given some of the findings that have come  
 23 out of Mr. Dobler and the Audit Committee's findings  
 24 on capitalization, and they did find great  
 25 improvement once we had updated our capitalization

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1 policy and making sure that we were abiding by it.  
 2 And then I did also want to say I do  
 3 disagree with my Trustee Tulloch in the sense of  
 4 capitalization. There is a true purpose for  
 5 capitalization that's not just a tax benefit, but I  
 6 do want to put that on the record so we don't think  
 7 we should be expensing every dollar, even if it's  
 8 capital projects.

9 CHAIR SCHMITZ: This issue does go back  
 10 many years. And some of it can be contributed to  
 11 the lack of an Audit Committee.

12 When I was appointed by the Washoe County  
 13 Board of Commissioners, one of things that I  
 14 committed to them to do was to formalize and  
 15 reinvigorate a robust audit committee. And in 2020,  
 16 the Board did approve the Audit Committee charter,  
 17 and Trustee Tulloch was an at-large member. Trustee  
 18 Dent and myself were on the committee. And the lack  
 19 of having a robust audit committee for many years,  
 20 perhaps, contributed to this problem propagating  
 21 for years.

22 I don't have things to prove that, but if  
 23 you don't have an oversight committee, things can be  
 24 done differently, incorrectly.

25 And, unfortunately, when we are on the

41

1 Audit Committee, we actually identified our concerns  
 2 to the board about improper capitalization of  
 3 expenses, and we actually did not, as the Audit  
 4 Committee did not, approve the financial reports  
 5 because we concerned that there were material errors  
 6 in it.

7 We, Trustee Dent and myself, were the only  
 8 trustees at that time, and the board overruled us on  
 9 at least two years, I believe, in accepting the  
 10 financial reports, even though the Audit Committee  
 11 had expressed concerns. And one of the biggest  
 12 concerns happened to relate to how expenses and  
 13 capitalization were handled.

14 Right now, we have -- we're on the right  
 15 track. We understand, I think, how we got here.  
 16 Now, especially with all of these -- the RubinBrown  
 17 report being so open and forthright, we've got  
 18 transparency, and through that transparency, the  
 19 Board and the community can actively work together  
 20 to resolve these issues.

21 I look forward to all of these negative  
 22 results of reports resulting with in a positive for  
 23 the rec fee payers, for the ratepayers, for everyone  
 24 in our community.

25 TRUSTEE TULLOCH: I'll add one follow-up

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1 on that.

2 We did, the Audit Committee, I think it  
 3 was in the '21 financial year, we did manage to  
 4 move, to re-categorize \$3 million that we spent on  
 5 the pipeline that had been capitalized. We did  
 6 manage to re-categorize that as expenses, where it  
 7 should have been placed.

8 I'd also -- I just see the "fraudulent"  
 9 word there. Fraud's been banded around a lot, both  
 10 in the RubinBrown, the report and everything, and,  
 11 well, why are you not calling the police in, why are  
 12 you not charging people of fraud?

13 We can't. Fraud is a -- the RubinBrown  
 14 report found no fraud (sound drop). It's not. At  
 15 the end of the day, fraud can only be proven in a  
 16 court of law, finally, in terms of that.

17 We don't have purview to instruct the  
 18 district attorney to come in and charge somebody and  
 19 get somebody investigated for fraud because they are  
 20 there.

21 Going back to 1990, I think a lot of these  
 22 people involved, both from staff and trustees at  
 23 that time, are no longer with us. I think it's a  
 24 case of we've got to decide where we can best apply  
 25 our resources. We've got a major challenge at the

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1 moment correcting all of our finances. We've got a  
 2 good team in finance at the moment that's working  
 3 their butts off in doing it. You can't distract  
 4 them from fixing the current future problems with  
 5 going back 30 years, unfortunately. I know how much  
 6 we would like to in some respects. But that's the  
 7 reality of it. We've got to use our funds wisely.

8 MODERATOR MILLER: Thank you very much.  
 9 Kind of piggybacking on that, let's go to the next  
 10 question that came with some explanation in the  
 11 beginning.

12 Capital project summary calls for over  
 13 56 million of vital beach and recreation facility  
 14 projects within the next five years. In addition to  
 15 the 72 million or more of effluent pipeline  
 16 replacement projects, given staff's history in  
 17 accurately estimating the cost of such projects,  
 18 many of us believe we're looking at as much a  
 19 100 million in beach and recreation facility  
 20 projects.

21 Here are the questions: Where is the  
 22 money sustainability going to come from to pay for  
 23 these projects? Does it make financial sense to  
 24 shackle local parcel owners with this level of  
 25 indebtedness when we get tourists and visitors from

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1 around the world who don't pay anything for the  
 2 availability to access these and use these  
 3 facilities? Have we possibly bitten off more than  
 4 we can chew?

5 That's a long one there. I'll let you --  
 6 speaking of chew, I'll let you chew on that one for  
 7 a second, and we will address it from there.

8 TRUSTEE DENT: Start with number 3, have  
 9 we bitten off more than we chew? I would say  
 10 absolutely in the five-year plan.

11 Every year there's a million dollars-worth  
 12 of projects that we don't finish, so it is a very  
 13 ambitious goal. Will we need that much money to do  
 14 those projects over the five years? Probably not.  
 15 It will probably end up being more like seven or  
 16 ten years.

17 We're very ambitious with how quickly we  
 18 think we can get construction projects done in a  
 19 very short construction window. And I feel like if  
 20 we can plan that piece a little bit better, we can  
 21 have a little bit more realistic, say, forecast of  
 22 where our costs are going to come in.

23 As far as who is going to pay for it,  
 24 it's -- the ratepayers are paying for it, whether  
 25 they are paying through the rec fee or they are

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1 paying for it through the usage fee, there's not  
 2 really another way around it when it comes to the  
 3 amenities.  
 4           And whether that rec fee is going to go up  
 5 and part of that goes towards a bond that allows you  
 6 to bite off a little bit more and pay for it over a  
 7 longer period of time, or not, that will be for a  
 8 future board to discuss.  
 9           The current board has been in favor of  
 10 bonding some of these legacy projects and making  
 11 sure the ratepayers aren't paying for something  
 12 today that's going to be used for the next 30 or  
 13 50 years.  
 14           TRUSTEE TONKING: To also build off and go  
 15 to that first question, I think, as a board, we  
 16 really need to spend some time thinking about what  
 17 is our five-year plan, what is our ten year plan,  
 18 and what are the needs of community members and the  
 19 community.  
 20           I think a lot of times when we thought  
 21 about, it was ten years ago, and we haven't  
 22 accomplished a lot of those yet. And so I think  
 23 it's a good time to really reflect on the change of  
 24 the demographic and the community and what their  
 25 needs are. And so the Board really needs to spend

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1 some time thinking about that.  
 2           And then I think, in terms of, yes, it's  
 3 paid for in our fees, we have our new pricing -- we  
 4 have our policy and we're working on a new one to  
 5 really address what do your fees have to include.  
 6 So if you're a non-resident using it, should your  
 7 fees also include capital. And in the past, that is  
 8 true. We've been trying to make sure those costs  
 9 are covered elsewhere.  
 10           And then I think to my colleague's point,  
 11 yes, we do a lot of projects that we don't complete  
 12 in the year. And I would also say both -- it's the  
 13 short construction season. Also, as a board,  
 14 there's a lot of robust conversation, a lot  
 15 community input, and a lot of changing around what  
 16 the plan is, and so that ends up taking more time  
 17 and leads for projects to be pushed to a different  
 18 construction cycle.  
 19           TRUSTEE TULLOCH: Okay. This is wrong  
 20 because it talks about 56 million of beach and  
 21 recreation facility projects, in addition to  
 22 72 million. This is understated probably by about  
 23 100 million bucks, if we look realistically at  
 24 things that's required here. There's no major venue  
 25 improvements there, there's 30 million for Snowflake

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1 Lodge replacement there. I mean, quite frankly, the  
 2 five-year CIP at the moment is pretty much fiction.  
 3           I think as a board or as a new board, we  
 4 need to really sit down and put together a proper  
 5 capital strategy, and also what we can afford.  
 6           The last board approved 3.5 million max  
 7 for the new beach house. This board upped that to 4  
 8 million.  
 9           When we sat down with the proposed  
 10 vendors, I specifically asked every one of them,  
 11 "Can you design this and bring this in, do this for  
 12 \$4 million?" Yes, every one of them swore. And  
 13 Trustee Noble will come and say, oh, yes, but they  
 14 said it would be difficult. Yes, nobody said it  
 15 would be easy.  
 16           And the first estimate that come in was  
 17 9 million, because every one knows, well, it's  
 18 IVGID, we can just -- somebody will pay for it, we  
 19 can just ramp that cost up.  
 20           We need to start making sure that we're  
 21 realistic, what we can afford as a community. It's  
 22 all very well, bonding, but suddenly, very quickly,  
 23 we will find ourselves paying 2,000 bucks in the  
 24 recreation fee just for the bonding, not covering  
 25 any operating costs.

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1           I think we need to be realistic, what we  
 2 need, as opposed to what we want. It's hard because  
 3 there's all different segments that say, well, we've  
 4 got to have this, we've got to have this.  
 5           There's all the various different lobbies.  
 6 Everyone really wants somebody else to subsidize  
 7 both the capital costs and the operating costs. I  
 8 think we need to be realistic of what we can do,  
 9 what we can afford to spend on it.  
 10           People think this is a wealthy community;  
 11 yes, there's a lot of very wealthy people. There's  
 12 also a lot of people working three job to survive  
 13 here. And then to say, well, we should subsidize  
 14 the costs of the facilities so these people can use  
 15 them. Well, they are working three jobs, they don't  
 16 have time to use them.  
 17           I think as a community, we need to be  
 18 realistic about this and stop fooling ourselves.  
 19 We've lived for years, we've subsidized operating  
 20 costs because we've over-collected in the facility  
 21 fee. One of the reasons we've over-collected is  
 22 because we've approved capital projects, we budgeted  
 23 for them, then we just don't do them. The budgeted,  
 24 then, just drops back into general fund and into  
 25 operating fund balances, which then it can be used

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1 to subsidize losses in venues.

2           We're not being realistic about it. We've

3 over-collected for fat years, and we haven't

4 provided for the replacements. We're going to be

5 faced with a very large bill in the next four or

6 five years if we want to do all these things.

7           There's an additional 55 million that is

8 identified in the utility study that is going to be

9 required in the utility, over and above the

10 pipeline. That doesn't appear in the CIP. And

11 that's all going to go in the utility rate, which

12 have increased about 50 percent in the last four or

13 five years.

14           I think there's costs associated with all

15 this. I think we need to decide if we want a

16 community of just purely wealthy, the only people

17 that can afford to stay here, and have a few of the

18 little people help subsidize their activities, or

19 whether we want it to be a true mixed community.

20           And, yes, we have bitten off more than we

21 can chew. I think we've got to be realistic about

22 what projects we can actually complete.

23           CHAIR SCHMITZ: I want to commend this

24 board for finally starting the effluent pipeline

25 project and the pond replacement. That has been

50

1 discussed for probably ten to 15 years, I don't

2 know. But this board finally -- even though the

3 costs were substantially higher than what we had

4 ever estimated and planned, it needed to be done,

5 the pipeline was failing, and we did not want to put

6 the lake at risk.

7           So this board had the courage to take on

8 that project, and to also take on the project of

9 finally bringing our effluent pond storage into

10 compliance for Nevada Department of Environmental

11 Protection.

12           So, this board, I'd like to say thank you

13 for being courageous and leading the effort there.

14           We have also, in our budget process this

15 year, this board was very, very clear that -- we

16 have said it for years -- we were tired of receiving

17 budgets that had more capital projects in it than we

18 knew could actually be accomplished. And when that

19 happens, it causes the rec fee to be artificially

20 inflated because of the expectation that we're going

21 to take on these capital improvement projects.

22           So for the past few years, we have been

23 saying, as a board, over and over again, come budget

24 time that we want to see realistic numbers from our

25 staff as far as what we actually can get

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1 accomplished.

2           In reality, we can only do about one or

3 two capital improvement projects a year because

4 there's a lot to maintain this infrastructure and to

5 maintain this district as a whole.

6           One of the things that was pointed out a

7 number of years ago, I think it was a Moss Adams

8 report, is that we don't have a working strategic

9 plan. And it's not -- we don't have a working

10 strategic plan that has a corresponding financial

11 plan to back that strategic plan up.

12           And to be honest, this board has been

13 working on such a tactical level, dealing with the

14 problems being confronted relative to the financial

15 reports and the Tyler system and staffing of the

16 finance department that we haven't, as a board and

17 as staff, had the opportunity to have the time to

18 devote to creating a viable, long-term strategic

19 plan that has a supporting financial plan to go

20 along it with it.

21           Once we get over this hurdle of correcting

22 all of these issues with internal controls, fixing

23 the point of sale systems, getting reliable, timely

24 financial reports, perhaps, the next board will have

25 the luxury of being able to accomplish a meaningful

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1 strategic plan so that our community understands the

2 roadmap forward and the financial plan forward.

3           MODERATOR MILLER: Thank you very much.

4 It was a good discussion.

5           Next slide. Are we a government or are we

6 quasi public? Do you agree with this view? What is

7 your term "quasi public" defined as? And share with

8 us where in the NRS this definition appears.

9           CHAIR SCHMITZ: General counsel, would you

10 like to answer this question?

11           MR. RUDIN: Incline Village General

12 Improvement District is a general improvement

13 district created under NRS Government Chapter 318.

14 It is a government entity, it is not a quasi public

15 entity, and I'm not even sure what that means.

16           CHAIR SCHMITZ: Maybe we have some

17 updating to do on our website because I think that

18 quasi public is out there.

19           TRUSTEE TULLOCH: Sounds like "quasi

20 public" is a bit like being half pregnant.

21           MODERATOR MILLER: We're not the only GID

22 in the Tahoe basin, either. Kingsbury is one and so

23 is Round Hill.

24           This is a big, long one: Naysayers in our

25 community claim we're not commercial for-profit in

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1 the recreation business. Rather, we provide quality  
 2 recreation amenities primarily for the use of our  
 3 residents. And for this reason, it doesn't matter  
 4 if we lose money operating, maintaining, and  
 5 upgraded these amenities because we're really  
 6 spending money on ourselves. So do you agree with  
 7 these views? For one.

8           Second, why do we spend over \$1.25 million  
 9 annually marketing these amenities to the world's  
 10 tourists?

11           Three, why do we spend tens of thousands  
 12 of dollars of unreimbursed staff time publishing  
 13 IVGID Magazine, which is publicly distributed to  
 14 thousands of the world's tourist as an insert in the  
 15 Tahoe Daily Tribune newspaper and otherwise? We've  
 16 been told it is published to inform our local parcel  
 17 owners of those amenities.

18           Will we ever conduct a study which  
 19 determines how much additional revenue we realize as  
 20 a result of these marketing efforts which we would  
 21 not have otherwise realized for those efforts?  
 22 Basically, are we focused on marketing to visitors  
 23 and tourism or providing amenities primarily for the  
 24 residents?

25           Take your time. It's a long one.

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1 think everyone would agree with: We shouldn't be  
 2 subsidizing an external member to play a round of  
 3 golf.

4           We can all kind of grasp certain things.  
 5 But then when it comes to the Recreation Center, the  
 6 Recreation Center is an amenity for our community,  
 7 and I don't believe that most, you know, recreation  
 8 centers are -- can't cover their costs. Because,  
 9 again, even for residents, if it's more expensive to  
 10 use the Rec Center compared to going to another  
 11 alternative, we could lose a revenue stream.

12           There are things that I think we can agree  
 13 upon that should be subsidized, and the Rec Center's  
 14 a good example. The beaches, the beaches are  
 15 subsidized, and we all know that and everyone agrees  
 16 to it.

17           But when it comes to subsidizing a meal at  
 18 The Grille, no, I for one don't think I should be  
 19 subsidizing anyone's hamburger or beer. I think we  
 20 should be able to run an operation effectively so  
 21 that at least it breaks even. We don't have to  
 22 necessarily be bringing a 40-percent margin to  
 23 profit to stockholders, what have you, but we should  
 24 be able to price and serve services that cover the  
 25 costs, at a minimum.

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1           CHAIR SCHMITZ: I forgot to make a comment  
 2 about -- on one of the other slides.

3           MODERATOR MILLER: Which one?

4           CHAIR SCHMITZ: It's okay.

5           When it comes to pricing of our services  
 6 or our venues for external individuals,  
 7 non-residents, we can only charge what the  
 8 competitive market can bear. We can't charge  
 9 anything more because we're extra special Incline  
 10 Village.

11           So whether that comes to a round of golf  
 12 or the cost of a wedding venue, I mean, for the  
 13 general public, we have to be competitively priced,  
 14 otherwise we won't have any of that revenue. So we  
 15 can't just grow the rates that others pay.

16           We should -- it's one of the things in the  
 17 pricing policy that we're going to be discussing, I  
 18 think, at our next meeting, is what are the aspects  
 19 of our district that the Board feels should be  
 20 subsidized and what things should stand on their  
 21 own?

22           I'll give an example. I think everyone in  
 23 this room would say: We shouldn't, as residents, be  
 24 subsidizing other people's weddings.

25           I think everyone would agree with that. I

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1           So I think that there's things that the  
 2 Board will be discussing as part of the pricing  
 3 policy, but -- I don't know whether I've addressed  
 4 this question or not.

5           But as it relates to marketing, we do need  
 6 to do an element of marketing if we want to have  
 7 external people paying competitive market prices to  
 8 use The Chateau and have catering at The Chateau.  
 9 We have to market that. We have to market Diamond  
 10 Peak to have other visitors coming to pay to ski at  
 11 our resort.

12           So you have to have some element of  
 13 marketing, I feel, in order to have that external  
 14 revenue source. Is it the right amount, is it too  
 15 much, is it too little? Those are things that the  
 16 Board discusses as part of the justification of the  
 17 budgeted process.

18           I've rambled on long enough, so I'll let  
 19 my colleagues who have had more time to think about  
 20 these questions to now chime in.

21           TRUSTEE TONKING: Just build off that, I  
 22 think -- and I was going to focus a little bit more  
 23 in the marketing realm, but if we wanted to talk a  
 24 little bit of subsidy, I think it's very clear that  
 25 there are things like recreation, senior

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1 programming, youth programming, that Washoe County  
 2 could usually cover, and they do give us some  
 3 dollars for it. But they don't provide a lot of the  
 4 things that exist up here that should be provided  
 5 for people within the community, especially provided  
 6 by the government. And so I think that is a good  
 7 area for us to kind of build that county relation  
 8 and make sure that we are getting covered for those  
 9 types of costs.

10 But then going into the market aspect, I  
 11 think Chair Schmitz hit it very well. There are  
 12 things that you have to market for. Like ski,  
 13 that's not a finite resource, there's a lot of space  
 14 on that ski hill, and it's a great way for us to  
 15 raise revenues and a great opportunity for people.

16 The other one is facilities, weddings,  
 17 those types of things should be marketed to cover  
 18 those costs, and if that's an amenity we choose to  
 19 offer to make sure that it's funded.

20 And then there's things like tee times  
 21 that are not as marketed large, but we've run into  
 22 an issue where we're not filling a bunch of them.  
 23 And so then they are put into third-party sources to  
 24 begin to market them and put them available in order  
 25 to get people to invest and help.

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1 discussion at the Board, is it really worth it?  
 2 And so I really -- I feel like something  
 3 like that, it comes to community speaking up and  
 4 saying, yes, continue this or don't. That's, I feel  
 5 like, an important reason we do do the surveys, is  
 6 to get feedback, and make sure we are keeping a  
 7 pulse on what it is we should or shouldn't be doing.

8 TRUSTEE TULLOCH: Well, we're definitely  
 9 not in the commercial, for-profit recreation  
 10 business. If you look at our books, you'd realize  
 11 that. None of our venues make a profit.

12 You hear people talk about, well, this  
 13 portfolio approach, the portfolio approach means  
 14 that, well, we'll get Diamond Peak to subsidize  
 15 everything. Diamond Peak is hardly making my money  
 16 either. These days are long gone.

17 Diamond Peak also gets about 75 to 80  
 18 percent of its revenue from non-Picture Pass  
 19 holders, non-residents. Especially -- this comes  
 20 back to the previous question as well on the  
 21 investment. So should -- if 75, 80 percent of our  
 22 users at Diamond Peak are coming from externally,  
 23 should the community be paying for all the capital  
 24 investment at Diamond Peak through the rec fee? Is  
 25 that a fair use of the rec fee?

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1 Those are all, I believe, good financial  
 2 choices in order to make sure that we are covering  
 3 some of the costs and make sure that we aren't, as  
 4 it says in here, that we were primarily -- I can't  
 5 find it. Two words. But -- so I think those are  
 6 all really beneficial areas.

7 And then I think in terms of the IVGID  
 8 Magazine, we did put a survey out and people did  
 9 find it very useful, people within our community.  
 10 And some argue it's a bias survey. I think there is  
 11 other surveys that IVGID has put out that could also  
 12 be deemed bias, but we have taken those results, so  
 13 I think we should do the same with this.

14 It's something that people utilize and  
 15 they like to know what's going on in the community,  
 16 like to know the programming and events that are  
 17 happening at IVGID, and that helps with the turnover  
 18 as well as creating a community space.

19 TRUSTEE DENT: I don't know if I can  
 20 really add anything more to this when it comes to --  
 21 I mean, we looked at the IVGID Magazine last year.  
 22 We looked at the costs for staff, we looked at the  
 23 cost to produce it, and, like Michaela said, when it  
 24 came down to it, we heard that there were several  
 25 people that wanted us to continue it. There was

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1 I think all these things are very much  
 2 tied together. Yes, there's some things that are  
 3 always going to make a loss. Running a swimming  
 4 pool, it's pretty difficult to make any money. That  
 5 becomes a big drain. If that's a community amenity  
 6 that we want, then we've got to basically suck it  
 7 up.

8 But, yes, the point, should the whole  
 9 community, should the guy working three jobs be  
 10 subsidizing somebody's hamburger and beer at The  
 11 Grille? No, I don't believe so.

12 And there's public comment about, yes, it  
 13 was wonderful, the food and beverage consultant said  
 14 we should just subsidize it.

15 He gave an opinion. Actually, I find that  
 16 report rather insulting because it was more about  
 17 opinions. He was saying, well, a private golf club  
 18 doesn't necessarily cover the costs.

19 No, but it covers the costs from its  
 20 members. But what the food and beverage report was  
 21 saying, well, the whole community should cover the  
 22 cost of meals at The Grille and things. I don't  
 23 believe that's right. And I don't believe we, as a  
 24 community, if we're going to market The Grille, The  
 25 Chateau as venues, as wedding venues, we need to



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1 make sure we're making money on them, not losing  
2 a million bucks a year on it.  
3 That's not marketing. It doesn't matter  
4 how much marketing you do, you're just giving it  
5 away. And the danger is once people get used to,  
6 say, well, we can run this at a loss and we got away  
7 with it last year, let's just keep doing that, and  
8 let's just keep discounting it more so we get a  
9 bigger volume of business.  
10 One of the things that struck me about  
11 IVGID before was that everyone talked about  
12 revenues, nobody talked about costs. I have a very  
13 simple rule in business: If costs are more than  
14 your revenues, you're not running a business, you're  
15 running a loss.  
16 I think that's the important part of it.  
17 I think we need to be very selective, where and how  
18 we spend the resident's money. May be chicken feed,  
19 a round of drinks, to some people. To other people,  
20 it's 20 bucks a week.  
21 TRUSTEE DENT: I'll add to that real  
22 quick, and we keep going back to this subsidizing  
23 someone's burger, but I think it's important.  
24 We could be doing, providing the exact  
25 same service, but having a business pay us to do

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1 heard it in public comment more than once -- is that  
2 there's that feeling that The Grille and The Chateau  
3 are underutilized, that our community could utilize  
4 these facilities more frequently. I mean, it would  
5 be nice to have a Thanksgiving brunch or something.  
6 It's just -- it's an absolutely stunning  
7 environment, it's a stunning location, and it's just  
8 not utilized to its capacity, I don't think.  
9 And I think this point is going to be very  
10 important as we start looking potential general  
11 managers, is that a general manager coming in needs  
12 to change the culture, needs to understand we have  
13 businesses to run.  
14 And so it's difficult when you're a  
15 governmental entity and the same time, you have  
16 businesses that need to operate, and some of them  
17 should have the expectation of breaking even or  
18 making money.  
19 TRUSTEE TULLOCH: If I can just add to  
20 that.  
21 Utilization is wonderful if it brings in  
22 more revenue in excess of costs. Otherwise, just  
23 utilizing it for the sake of utilizing it to run up  
24 the losses is kind of what we're doing at the  
25 facilities at the moment.

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1 that. And so -- I mean, is that, maybe, what people  
2 are talking about when it comes to privatizing  
3 certain aspects of what we do?  
4 We've done that off and on at the beaches.  
5 The beaches were losing money serving food and  
6 beverage, and then all of sudden we start making  
7 thousands of dollars from having a different entity  
8 provide the same service, but now they are paying  
9 us. We're trying to make burgers and sell fries,  
10 and we don't -- our businesses isn't even paying  
11 rent and we still are losing tons of money.  
12 TRUSTEE TULLOCH: Everybody loves the Tiki  
13 Bar, especially Friday nights on the beach and  
14 things, don't they? And the Friday -- the Tiki Bar  
15 is run by an independent business, it's not run by  
16 IVGID ourselves. We've tried to take it over  
17 ourselves in the past and lost money on it. At the  
18 moment, we get paid for running it.  
19 So yeah, I think it's comes back to my  
20 earlier point: We should be looking at what's the  
21 best way to deliver services for our community, the  
22 best and most cost-effective way of delivering  
23 quality services for our community.  
24 CHAIR SCHMITZ: One of the things that the  
25 food and beverage report -- and I think we have even

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1 MODERATOR MILLER: Good discussion on  
2 that.  
3 Next, and we do have three seats open, so  
4 Trustee Schmitz, Trustee Dent not running again.  
5 Trustee Tonking will be running again. I think we  
6 should open this to each one of you.  
7 Two positive things that you have  
8 accomplished during your term here, for Trustee  
9 Schmitz, as Chair of the Board? And then we will  
10 run through Trustee Dent and Trustee Tonking, if  
11 that's all right.  
12 CHAIR SCHMITZ: Two positive things, I  
13 mean, one of them is tonight, this town hall. We  
14 hadn't had any of these, and I think it's really  
15 important for the community to hear us, as trustees,  
16 answering questions and discussing things. This has  
17 been missing for a really long time.  
18 This is only the second. Our goal was to  
19 have four this year, but life has been a little  
20 hectic, so we -- this is our second one this year,  
21 third total, I think that's a positive thing.  
22 The other thing is is that I have been  
23 reviewing contracts for, I think, a year and a half  
24 now on behalf of the Board, and staff and legal  
25 counsel have made such incredible progress. We have

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1 standardized contracts, we have standardized  
2 agreements, we have standardized forms, and that  
3 protects the District. And that is a marvelous  
4 thing.

5 And I'm really looking forward to seeing  
6 all of that success get handed off because I will  
7 not be here in January. And guess what? I've  
8 worked myself out of that job. They are doing a  
9 fantastic job. They've made great improvements.

10 So I guess I'm limited to those two.

11 MODERATOR MILLER: Your turn. We're going  
12 to run down, yeah, all three of these. These are  
13 questions, basically, in so many words, asked to all  
14 three of you as well.

15 Trustee Tonking, yours is going to  
16 piggyback, if you do get re-elected, what could you  
17 have -- but let's ask Trustee Dent, same things,  
18 positive things you've accomplished during your time  
19 on the Board.

20 TRUSTEE DENT: It's been construction  
21 projects. We feel like we've come a long way in how  
22 we've looked at and analyzed these things. We set  
23 up the CIC committee, Ray chairs that.

24 An example of that is bringing a project  
25 to the committee prior to it coming to the Board, so

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1 Trustee Tonking?

2 TRUSTEE TONKING: I'm going to just give  
3 an overarching one that would then fall under them.  
4 I think my big thing has been community involvement.

5 Back in October of last year, a year ago,  
6 I had brought up -- actually it was September. I  
7 brought up to Trustee Dent that I really wanted to  
8 to do these town halls, we brought them up as a  
9 board, and now we're enacting them. I think that's  
10 one way to create community involvement.

11 The other thing is through committees, and  
12 I think the Board has done a really good job. And  
13 definitely from the initiative, I think Chair  
14 Schmitz had the idea of doing committees originally.  
15 I got to chair the Golf Advisory Committee, which is  
16 a great way to get more community input.

17 And then I think the other thing is just,  
18 throughout my time on the Board, is really just  
19 trying to reiterate the community voice that we've  
20 heard a lot during some of our more tumultuous times  
21 and some of our times of difficult decisions. I  
22 feel like I've done a really good job of reflecting  
23 on what the community is saying and reminding us  
24 that maybe we need to slow down a little bit and get  
25 some things in order before we keep moving rapidly

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1 some of the questions and the ideas and maybe the  
2 missing elements get vetted through prior to it  
3 coming to us for a decision and then we're sending  
4 it back to staff. I feel like that's a win overall.

5 Trustee Schmitz mentioned this earlier,  
6 but bringing back the Audit Committee, I mean, I feel  
7 like that was huge for us to do. The, say, eight  
8 years ago, nine years ago when I first got on the  
9 board, we had an audit committee. Audit committee  
10 would meet once a year to approve the audit.

11 I mean, it was very, very simple, and  
12 there was really no oversight and maybe six years  
13 ago, started talking about it little bit more. And  
14 then as Trustee Schmitz brought up, we did bring it  
15 back five years ago. I feel like that's huge.

16 We need to have some sort of oversight.  
17 In doing that, it used to be oversight where it was  
18 the board, overseeing the board. There were a few  
19 members, a few trustees that were on it, and we  
20 involved the community in that process. Along with  
21 the formal committee for golf and then as well as  
22 Capital Improvement Committee. Those have community  
23 support and community members that are there to give  
24 feedback and help us in that process.

25 MODERATOR MILLER: Thank you very much.

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1 forward.

2 MODERATOR MILLER: Thank you very much.

3 Now, there are some questions in here  
4 sprinkled throughout this presentation this evening,  
5 this town hall, that are personal. This one being  
6 directed towards Trustee Dent: Have you repaid the  
7 loan from the Dobler Family Trust? If so, when?

8 TRUSTEE DENT: The answer is yes, and this  
9 isn't an issue, so I don't think I really need to  
10 discuss it any further at this business day.

11 MODERATOR MILLER: All right. Thank you  
12 very much.

13 This one is directed towards Trustee  
14 Tulloch: You have abstained from votes recently,  
15 why do you abstain from some of these votes instead  
16 of voting yes or no?

17 TRUSTEE TULLOCH: Obviously, just to make  
18 a point. But, indeed, when the budget discussions,  
19 (inaudible) I believe what we're doing was wrong  
20 (inaudible). I make no apologies for that.  
21 Sometimes it's not just (inaudible).

22 I believe other board members didn't  
23 realize you could actually use abstain instead of  
24 voting. Sergio confirmed it was okay.

25 MODERATOR MILLER: Thank you very much.

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1 This one is for Trustee Tonking: Do you  
 2 think the Board of Trustees, prior to the end of  
 3 this year, should hire a permanent general manager  
 4 or would you prefer the hiring be done by the  
 5 incoming board once seated?  
 6 TRUSTEE TONKING: For me, whether or not I  
 7 was rerunning or would be on the board again, I do  
 8 think this is something that the next board should  
 9 see since there's a chance that a majority of this  
 10 board will turnover, and I don't think that it is a  
 11 fair opportunity for somebody to enter into a new  
 12 role that may not meet the same standards of  
 13 whatever that new majority or new board will be.  
 14 MODERATOR MILLER: Thank you very much.  
 15 Moving forward. I believe -- so I'll ask the  
 16 question reviewing the document dated June 18th,  
 17 2024, that you've prepared regarding the Board's  
 18 goal for 2024. You were supposed to hold a midyear  
 19 town hall.  
 20 It says "why didn't you." I do believe  
 21 that that's been dabbled a little bit when you said  
 22 "life happens," but if you'd like to expound upon  
 23 that, this question is for you.  
 24 CHAIR SCHMITZ: We did our first one at  
 25 the end of March, and we were aiming to do something

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1 at the end of June, early July. And we -- I'm  
 2 trying to remember exactly when Bobby gave his  
 3 resignation. We had a lot going on with our former  
 4 GM deciding, rather abruptly, to resign, and we, as  
 5 a board, were sitting here with -- and staff,  
 6 staff's preparing for 4th of July, and there was a  
 7 lot going on. We were trying to keep business  
 8 moving, and we had agendas that were packed for  
 9 every single meeting. We were either going to have  
 10 to add one or we were going to have to forgo.  
 11 And so we ended up at this time where we  
 12 had a bit of a lull in the agenda items, so it  
 13 managed to fit. And we would have done it Wednesday  
 14 evening, but I think there was a conflict with The  
 15 Chateau.  
 16 It just was the District had business to  
 17 get conducted that just couldn't be deferred and it  
 18 was a busy time for staff in the summertime, so we  
 19 just didn't do one until now.  
 20 TRUSTEE TULLOCH: Can I just revert back  
 21 slightly from the last question based on something  
 22 Chair Schmitz said there.  
 23 I think none of the retiring trustees or  
 24 rerunning trustees highlighted one of the huge  
 25 achievements: We brought backfire fireworks

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1 this year.  
 2 MODERATOR MILLER: I'll applaud to that.  
 3 Thank you for your support on that in this  
 4 community. It was cool.  
 5 Next question. This one is for Trustee  
 6 Tonking: Do you think it's the right time for the  
 7 Board to be discussing the pricing practice,  
 8 Practice 6.2.0, and as a candidate for the 2025  
 9 board, would you rather see the new board tackle  
 10 this practice instead?  
 11 TRUSTEE TONKING: This one, I'm actually  
 12 going to be different than what I said in the last  
 13 one.  
 14 I do think that the people who have been  
 15 on the Board for this amount of time do understand  
 16 items around the pricing policy, and I think it's  
 17 something that they should discuss and put their  
 18 knowledge in, just being there and having set  
 19 budgets over, many of them, four years. I think  
 20 that is a good input to have.  
 21 I think one thing to know is we've seen  
 22 this practice was updated in 2022, it's getting  
 23 updated again in 2024. It does not mean that the  
 24 incoming board can then change it again in 2025/'26.  
 25 But I do think it gives perspective of

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1 people who have had experience making this budget so  
 2 far.  
 3 MODERATOR MILLER: Thank you very much.  
 4 This one -- oh, go ahead.  
 5 CHAIR SCHMITZ: Because, if my memory has  
 6 it, it was actually created for the first time in  
 7 2022. I don't believe that we had anything. I  
 8 think Paul put it together.  
 9 (Inaudible comment by other trustee.)  
 10 CHAIR SCHMITZ: Oh, okay. Because I know  
 11 that we did a lot back in 2022, yeah.  
 12 TRUSTEE DENT: That was to be complaint  
 13 with statute or something like that. We had --  
 14 yeah, no, we needed a pricing policy, I forget what  
 15 it had to do with, but it did have -- there was some  
 16 component of enterprise funds or special revenue  
 17 funds and not having a pricing policy.  
 18 TRUSTEE TULLOCH: You can't just stop  
 19 pricing at any stage. It's not like we stop  
 20 business for six months of the year or something to  
 21 change it. I mean, we have businesses running  
 22 12 months of the year in different business, so  
 23 you've got to keep on top of it.  
 24 TRUSTEE DENT: One other thing, it is  
 25 important for, say, Rec Center or golf to be

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1 bringing their rates to this board in December to  
 2 get approved so then they can start to market for  
 3 next year.  
 4 CHAIR SCHMITZ: And this practice is about  
 5 transparency and it's about consistency. I  
 6 appreciate Trustee Tulloch's response to this  
 7 question, and I think it's just something that's  
 8 really important for all of us here in the District.  
 9 I look forward to -- I think it's on our next  
 10 agenda.  
 11 MODERATOR MILLER: All right. Thank you  
 12 very much.  
 13 Trustee Tulloch, you were the lead on the  
 14 Moss Adams report, and one of the tasks within that  
 15 report was to create a strategic plan for the  
 16 District. Not up brought this subject in months,  
 17 therefore, can the public assume this will be a task  
 18 for the new board once seated?  
 19 TRUSTEE TULLOCH: I sure hope so. I have  
 20 certainly tried -- I think I've commented on it  
 21 several times. As a single board member, I can't  
 22 just go ahead with it.  
 23 As Chair Schmitz pointed out, we've been  
 24 through a lot of upheavals in the last year. Some  
 25 of which created unnecessary conflict in the

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1 MODERATOR MILLER: It's a conundrum, I  
 2 have to say, because listening to the discussion, I  
 3 think is so positive, to be able to have open  
 4 discussion and let you peel back some layers on all  
 5 this stuff that we can't talk about at board  
 6 meetings.  
 7 So here we go. Trustee Dent, here you go:  
 8 Incline Beach House has been your project. Do you  
 9 have an update on that for us?  
 10 TRUSTEE DENT: I guess this has been my  
 11 project. As far as an update -- yeah, my pet  
 12 project. As far as an update, we would have liked  
 13 to see this thing come out of ground this year. We  
 14 can't do the work, as the trustees, we're one of  
 15 five. Staff's job is to bring projects to the Board  
 16 and work through the details on that, and so it's in  
 17 the design phase.  
 18 And one thing, there was, I would say, a  
 19 report to the Board or an update to the Board  
 20 earlier this year, one of the things the Board  
 21 provided feedback on was the egress an ingress into  
 22 the -- in and out of the beaches and just the  
 23 access, and one thing that was left out of the  
 24 original plan was Ski Beach. We weren't going to do  
 25 anything with the access at Ski Beach, even though

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1 community and actually disrupted the work when we  
 2 should have been working on some of these things.  
 3 Yeah, to me, it's a key, it was one of my  
 4 campaign platforms, and I still very strongly  
 5 believe in it, a new strategic plan and a ten-year  
 6 capital plan.  
 7 CHAIR SCHMITZ: Would it be okay with  
 8 everyone, I've been request to take a five-minute  
 9 break. How about a seven-minute break and come back  
 10 at a quarter to?  
 11 (Recess 7:36 p.m. to 7:47 p.m.)  
 12 CHAIR SCHMITZ: If we could please  
 13 reconvene, it would be appreciated, so that we can  
 14 get through as many of these questions as we can  
 15 before 8:30. Could we please, everybody, take your  
 16 seats or just quiet down so that we can hear our  
 17 moderator.  
 18 Kristin, how many questions, roughly, do  
 19 we have left as far as the ones that were submitted?  
 20 How close to the end are we, do you know, can you  
 21 tell?  
 22 (Inaudible response.)  
 23 CHAIR SCHMITZ: So maybe we'll be less  
 24 gabby so that we can be sure to get through all the  
 25 questions.

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1 that's where a lot of people are going from, say,  
 2 Aspen Grove across to Ski Beach.  
 3 So we incorporated that into it. And I  
 4 know that not only that added to the cost, we  
 5 haven't really seen what that is, what that looks  
 6 like. We've seen it at a high level, and that's  
 7 pretty much where we're at.  
 8 I believe it's on the long range calendar.  
 9 It's supposed to come back in October or November,  
 10 and we'll have an update at that point.  
 11 MODERATOR MILLER: Thank you very much.  
 12 This next one, I mentioned that there will  
 13 be some personal questions your way. This one is  
 14 directed for Trustee Schmitz: Update on your real  
 15 estate status?  
 16 CHAIR SCHMITZ: I am fulfilling my duties.  
 17 I live in this community. I spend an inordinate  
 18 amount of time serving the District being the Board  
 19 Chair.  
 20 I don't think that my personal life is  
 21 appropriate to be an issue at a town hall. This is  
 22 to discuss District business, and it does not and is  
 23 not affecting my ability to serve the community.  
 24 MODERATOR MILLER: Next question for  
 25 Trustee Dent: Bobby Magee has left the District,

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1 how much money did that departure cost the District?

2 TRUSTEE DENT: Did the departure cost the

3 District? Separation agreement or something? It

4 didn't cost anything for him to leave the District.

5 Anyone else have anything to add to that?

6 TRUSTEE TULLOCH: Probably saved us money.

7 TRUSTEE TONKING: It was zero dollars.

8 MODERATOR MILLER: This one is one I

9 included earlier when it was directed at Chair

10 Schmitz. It says: You're leaving the Board in a

11 few months, name a couple of things that you're

12 doing during this year.

13 You've listed your accomplishments

14 earlier; correct? Any that you'd like to add to

15 this question, anything you'd like to add to this?

16 TRUSTEE DENT: My first seven years on the

17 Board, we had two chairs. My last two years on the

18 board, we've had two chairs, or last year and a half

19 on the Board, there have been two chairs.

20 I think it's really important for the new

21 board to rotate the chair. It's important for the

22 individual trustee to see what's going on within the

23 different departments, to work closely with staff.

24 And so I feel like that's been a huge

25 accomplishment.

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1 We're now going to have three chairs in

2 three years, and that was a conscious decision we

3 made and something we've been -- we've been talking

4 about probably five or six years, seven, eight

5 years. Trustee Calecrate and I used to always talk

6 about a rotating chair.

7 So I would say that would be an add to the

8 discussion we already had.

9 MODERATOR MILLER: Thank you very much.

10 Moving it over to Trustee Tonking. And

11 this one's says for Trustee Tonking, but I think if

12 anybody else has input on this, do share.

13 Why is the District moving away from

14 personal training services?

15 I didn't submit that one.

16 TRUSTEE TONKING: I don't know much about

17 this or have been informed that they are moving away

18 from personal training options. I have heard that

19 there have been spaces upstairs that may be no

20 longer be accessible for personal training, and that

21 is an operation's decision. As a board member, we

22 do not deal with the exact operations as to why that

23 choice was made.

24 CHAIR SCHMITZ: We will handle this

25 question like we did the golf course dog question,

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1 and that is we will ask staff to answer this

2 question and post it on the website.

3 MODERATOR MILLER: This next one could be

4 along those same lines. I'll let you decide.

5 Do you know what the plan is to replace

6 the Recreation Center manager who just retired?

7 TRUSTEE TONKING: I do not know what the

8 plan is to do that.

9 I know that we have -- our interim GM is

10 working also in the role of Director of Parks and

11 Rec, and will be making decisions that she's see fit

12 to instill the operations of the Rec Center once she

13 knows more.

14 MODERATOR MILLER: Moving right along.

15 This one for Trustee Schmitz: On the 4th

16 of July, Hyatt provided food at Incline Beach to all

17 beachgoers. Why was there no contract, why wasn't

18 it held where all community members to be served?

19 It says here, "Public records request made to date

20 show there was no contract."

21 CHAIR SCHMITZ: Sergio, do you recall?

22 Not all contracts came just to me, so, Sergio, do

23 you recall anything with this?

24 I know Bobby Magee by was working with the

25 Hyatt, but I am not aware, I'm not recalling. I

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1 think it was a community good gesture, and I think

2 it was good will because I understand that the

3 Hyatt, in order comply with their value system, he

4 didn't feel that the Hyatt could financially

5 contribute to the fireworks and was gracious and

6 offered this as an alternative to the District at no

7 cost.

8 And then on top of it, he was

9 accommodating enough, because originally the hours

10 of the hamburgers and hot dogs were going to overlap

11 the veteran's pancake breakfast by an hour, and they

12 at the last minute shifted their hours of operation.

13 They didn't reduce it, they shifted it so that it

14 didn't overlap with the pancake breakfast.

15 I think it was a wonderful example of

16 community spirit, and I think it was wonderful good

17 will. And in addition, I believe that the General

18 Manager Pasquale, he brought back local's Monday

19 night at the Loan Eagle Bar and Grille as well. He

20 has made a positive impact on the community.

21 I will investigate this to understand how

22 it was handled, but it was handled by our general

23 manager.

24 TRUSTEE TONKING: The only thing I was

25 going to say is looking back on it, at least for my

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1 opinion, it was a great opportunity, a great event,  
2 and very nice thing for the Hyatt to do.  
3 I would just have it located at maybe the  
4 Village Green or something else where all of our  
5 community could have had access to that, like our  
6 Crystal Bay residents who can't get into the beach.  
7 TRUSTEE TULLOCH: I would have had it  
8 publicized more. I found out it was going ahead the  
9 day before, and I insisted we actually publicize it,  
10 we have a publicity person. It hadn't been -- we  
11 hadn't publicized it anywhere in IVGID.  
12 MODERATOR MILLER: All right. Next for  
13 Trustee Tulloch: What are your top three goals for  
14 the coming calendar year 2025? Please be specific  
15 as to how you think it will benefit all community  
16 members.  
17 TRUSTEE TULLOCH: I'll continue to stick  
18 with my values and principles as I have in my two  
19 years to date. I've tried to stick very hard to all  
20 the campaign promises I made. I think I give myself  
21 a B-plus on that. I think I've been faithful to my  
22 word.  
23 I'll try to keep the community entertained  
24 as well. Somebody has got to make some jokes, we  
25 can't all be deadly serious. And I'm afraid you

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1 weeks for Hot August Nights and the fires last week.  
2 That has disrupted that slightly, but the contractor  
3 is incentivized to get this done. Our sincere hope  
4 would be to try and finish it early so it only takes  
5 one more year. Can't promise that, but certainly  
6 we're pushing forward on that.  
7 I think just getting our finances in order  
8 and actually being realistic about what we're  
9 spending and where we're spending it and what we can  
10 afford to spend on things. I think that benefits  
11 all the community.  
12 It's -- one of the biggest issues in the  
13 community is you get the few small groups that are  
14 very vocal and just want what they want and what  
15 suits them best. I've tried to reach out to all the  
16 community. I've tried to base decisions on what's  
17 best -- what I believe is best for the community as  
18 a whole, not just for some supporters.  
19 It's -- keep hearing people saying, well,  
20 you're just doing someone else's bidding.  
21 Certainly not. Anyone that knows me will  
22 know I'm not very good at just responding that way.  
23 It's -- I'm an independent thinker and I've tried to  
24 be that way. I promise to keep doing that, trying  
25 to get the best result for the community as a whole.

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1 won't be able to change that from me.  
2 My goals are really is to make sure to get  
3 our finances in shape. That's -- we've been working  
4 hard on that. We've had a few missed steps and  
5 things along the way. I would say our finance team  
6 at the moment is working their butts off, they are  
7 working very hard to do things. That's -- I'm very  
8 gratified they've come looking for guidance and some  
9 advice on some things, just drawing on experience,  
10 which I think is a huge change.  
11 Some of our past fiance directors have  
12 actively discouraged them from doing that. We have  
13 a wealth of experience and abilities on the Board, I  
14 think it's important that staff should be able to  
15 access these.  
16 What else? Completing the pipeline. I  
17 think I'm -- I'm very proud of this board has got it  
18 moving. I'll also take some personal credit for  
19 renegotiating the contract and saving us something  
20 of the order of 2 million bucks on it by reducing  
21 the contractor fee. And that also fed through to  
22 reduce -- similar to reduce on the storage tank.  
23 That's been good.  
24 The team is working well on the pipeline.  
25 They are way ahead of schedule, losing a couple of

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1 MODERATOR MILLER: And continuing with  
2 you, as chair of the Capital Investment Committee,  
3 please justify setting a beach facility fee which  
4 generates roughly 2.3 million with capital needs for  
5 4.25.  
6 TRUSTEE TULLOCH: Okay. Two separate  
7 things here. The Capital Investment Committee  
8 reviews the investment proposals before they go to  
9 the Board.  
10 One of the most important things about  
11 that is being able to iron out the issues in it.  
12 Something that's very frustrating for us, as a  
13 board, when we get presented with a proposal and  
14 there is many things missing from it, so many  
15 mistakes, that it comes in at the last minute, and  
16 you gotta keep bouncing and get behind schedule.  
17 I'm very pleased the Capital Investment  
18 Committee has now been actually giving feedback to  
19 staff on the initial proposal so when it comes to  
20 the Board, it should be just a straight through, all  
21 the questions should have been answered, and it's  
22 much easier is to get there.  
23 The Capital Investment Committee doesn't  
24 set the beach facility fee or any of the fees;  
25 that's set by the Board. Some people think that the

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1 Capital Investment Committee decides what projects  
 2 we're doing; it doesn't. The Capital Investment  
 3 Committee is really an investment committee looking  
 4 to see that the plans put forward are viable and  
 5 have answered all the questions.

6 MODERATOR MILLER: This one, next  
 7 question, to Trustee Schmitz.

8 You were the leader in slashing the budget  
 9 in 2024/'25, you recommend and got passed a  
 10 recreation facility that generate roughly 50 to 75  
 11 percent of the capital needs of the District. In  
 12 '23/'24, you set only a beach facility fee and no  
 13 rec facility fee. How do you wish to justify the  
 14 intention -- let's see. Yeah, how do you wish to  
 15 justify our facilities maintained and up to date for  
 16 the past two years?

17 CHAIR SCHMITZ: First of all, Trustee  
 18 Schmitz doesn't unilaterally approve the budget or  
 19 the rec fee or the beach fee. It's called "the  
 20 Board." The Board makes the decisions.

21 The Board did not slash anything.  
 22 Actually this year, what we were really emphasizing  
 23 is ensuring that we had funds in the budget  
 24 necessary to maintain all of our venues. We  
 25 discussed that meeting after meeting after meeting.

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1 Our capital projects were all funded. We didn't  
 2 slash anything.

3 What we did is we were very thoughtful and  
 4 we all instructed staff to bring back only capital  
 5 projects that they believed, number one, were a  
 6 priority for the Board, and also that had the  
 7 capability of being delivered. Because, otherwise,  
 8 all it does, as I mentioned earlier, overinflate the  
 9 budget which overinflates the need for the rec and  
 10 the beach fee.

11 So we, as a board, added beach fee  
 12 this year because we did add -- no, we didn't have  
 13 -- yes, we have 450 this year, and it is split  
 14 between both. So we, as a board, decided that the  
 15 beach fee would be set at an appropriate level to  
 16 add additional funding for the Beach House, and we  
 17 felt that that was being adequately funded. And we  
 18 made sure that we had our projects adequately funded  
 19 and that we ensured that had we all of the expenses  
 20 in the budget to maintain our venues.

21 So this, to me, was intentional success of  
 22 a budget, and the Board worked together and the  
 23 Board passed this budget. I think that Trustee  
 24 Tulloch abstained, but other than that, it was a  
 25 four vote.

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1 I think the community needs to understand  
 2 that one trustee has no authority to act alone, not  
 3 at all. We only have the authority to act as a  
 4 board in an open session at a board meeting. There  
 5 seems to be a misconception about that.

6 TRUSTEE TULLOCH: I've got a bone to pick  
 7 with my fellow trustees here. If we've slashed the  
 8 budget, did I see a different budget?

9 The budget that I saw showed salaries and  
 10 benefits that had grown 50 percent from 2022 over a  
 11 three-year period, so I'm not sure how that  
 12 classifies as slashing the budget.

13 TRUSTEE TONKING: I think there's a few  
 14 different compounding issues in this area.

15 Chair Schmitz talked about our rigorous  
 16 budget process and the issues we ran into. And I  
 17 think it ended up passing three zero because Ray  
 18 abstained and Trustee Dent was not there for our  
 19 final decision. But it was probably meeting  
 20 number seven.

21 The other difference is then we  
 22 (inaudible) beach and recreation then approved that.  
 23 That was a different vote. I believe it was  
 24 three zero as well. Yeah. No, I didn't vote on  
 25 that one. I don't know. Yeah. But, yes, the point

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1 being is those are two different issues that then  
 2 compound.

3 And I think it is important, though, to  
 4 make sure that when we are setting that beach  
 5 facility and recreation facility fee that we are  
 6 thinking about it, making sure it covers all of  
 7 those capital needs.

8 That is something we need to ensure every  
 9 time we look at that.

10 TRUSTEE DENT: For many years, the  
 11 District's guilty of overbudgeting their costs and  
 12 then underbudgeting the revenues, so then we were  
 13 starting to collect all this extra money that ran up  
 14 the fund balance. You can't just have money parked  
 15 that you're not doing anything with, it violates NRS  
 16 statute.

17 Over the last few years, we've --  
 18 four years ago we knew about this, and we started to  
 19 bring down the fee. That's why you've seen the fee  
 20 come down incrementally over the last few years.

21 MODERATOR MILLER: Thank you very much.

22 This -- it says for Trustee Schmitz. We  
 23 can open it up to all board members on this one. I  
 24 was on the board for the Red, White, and Tahoe Blue,  
 25 so I am happy to step into a different hat and help

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1 answer this question.  
2 Red, White, and Tahoe Blue did not fulfill  
3 the cleanup requirements as required in their  
4 permit. This means our lake was not cleaned  
5 completely up after the 4th of July fireworks. How  
6 does this make you feel?  
7 I'm happy to, again, help with this one.  
8 CHAIR SCHMITZ: I appreciate that.  
9 I just want to chime in and say -- some of  
10 you may know, you may not, I -- myself and my  
11 husband pick up a lot of trash wherever we go. When  
12 we go hiking, when we are walking the beaches, when  
13 I'm walking my goose dog on the beach, I'm also  
14 meandering around because I'm picking up trash and  
15 pieces of plastic.  
16 So on the 5th of July, my husband awoke  
17 earlier than myself and went down because he was  
18 very concerned, seeing the crowd at the beaches the  
19 night of the 4th, we were there, he was very  
20 concerned about the condition of the beaches, and he  
21 knew that we would have a rigorous day ahead of us.  
22 He went down to the beach, unbeknownst to  
23 me, and came home and set a ribbon, a curly ribbon,  
24 about this big (indicating) on the table where I was  
25 drinking my coffee. And I said, "What is this?"

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1 be a medical event out on the bike path that I  
2 stayed for, then went back in and checked out the  
3 beaches, and they were getting picked up. They were  
4 looking pristine much later in the evening, again,  
5 thanks to our staff.  
6 But it's not just about the beaches; it's  
7 about the water. So Lantis Fireworks, pyrotechnics  
8 and fireworks, has always done our fireworks, they  
9 have always come and produced them. What they pride  
10 themselves in is biodegradable cardboard. So a lot  
11 of fireworks companies wrap their fireworks in  
12 aluminum foil; Lantis wraps their fireworks in a  
13 biodegradable, special cardboard.  
14 Not only do they do that, and that's one  
15 of plethora of reasons they put on a good show, that  
16 we use them, but at the same time, we also enlist  
17 Scott Fontecchio, who is local, who has a nonprofit  
18 SCUBA foundation called "Restoring the Lake Depths."  
19 Now, he has incredible technology in going down to  
20 depths of the lake with camera equipment and finding  
21 microplastics and able to pick them up.  
22 He went down with several of his divers  
23 the very next morning and took a video with this  
24 piece of equipment that he has. He came up with --  
25 and I'm happy to post it on the Red, White, and

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1 And he said, "I found this at the beach." And I  
2 said, "What do you mean?" And he said, "I walked  
3 the entire beach. I found this one ribbon."  
4 So we then, after coffee, walked down, and  
5 I was astounded that the place that I left that was  
6 packed the night before was tidy and picked up.  
7 There wasn't a single beer cup laying there. So I  
8 was quite impressed by the collaboration between  
9 staff and Red, White, and Tahoe Blue.  
10 And I don't recall a 5th of July beach  
11 ever looking as good the day after than it did  
12 this year. And I thanked staff, and I thanked the  
13 efforts of Red, White, and Tahoe Blue.  
14 I don't know where this particular issue  
15 is coming from. And you're a board member of Red,  
16 White, and Tahoe Blue, if it's acceptable to my  
17 trustees, I'd like to ask for your response.  
18 MODERATOR MILLER: Yes, I was on the board  
19 of Red, White, and Tahoe Blue, and I'm going to step  
20 into a different hat now and speak a little bit more  
21 on that.  
22 Correct, huge props to our IVGID staff for  
23 getting out there immediately afterwards. As Red,  
24 White, and Tahoe Blue board members, we were on the  
25 beach. I was on their extra late, there happened to

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1 Tahoe Blue Facebook pages tomorrow. He came up with  
2 two bottles and one aluminum can. He said that  
3 there are no remnants of fireworks down at the  
4 depths the lake.  
5 Now he went around -- the barge had to be  
6 off the water very early the next morning, but it  
7 still had the buoys around it so we knew the  
8 perimeter. Those divers did go down the next  
9 morning and found the lake to be clear and clear of  
10 any fireworks debris at all.  
11 That's answer that question.  
12 TRUSTEE TULLOCH: Maybe you can get the  
13 golf balls next.  
14 MODERATOR MILLER: Going to clean those up  
15 and charge you for those.  
16 Next: The most recent consultants report  
17 stated a culture for the District should be set at  
18 the top, which means the Board of Trustees, yet  
19 there hasn't been a whisper of an agenda item to  
20 date on this topic. Are you going to request one?  
21 TRUSTEE DENT: I believe the culture of  
22 the District should be set by the District's  
23 number one employee, that being the general manager  
24 and senior staff.  
25 I would welcome and look forward to the



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1 new general manager having that leadership and could  
 2 take our district forward.

3 CHAIR SCHMITZ: I want to add one thing,  
 4 it was in public comment, and it was: What policies  
 5 is the Board changing because of the RubinBrown  
 6 findings?

7 And we have policies. What these reports  
 8 identified is that they haven't been followed, and  
 9 that it has been -- it start from the top. And we  
 10 need to have a general manager who is supportive and  
 11 assures that staff understands that they are to  
 12 adhere to the Board's set policies.

13 So the top is the general manager; the  
 14 Board is here as oversight.

15 MODERATOR MILLER: Thank you very much.  
 16 Next, this one, directed towards Trustee  
 17 Tulloch. You've been overheard expressing disdain  
 18 for several IVGID employees, making disparaging  
 19 comments during board meetings. Please be specific  
 20 in explaining why you think this behavior might be  
 21 appropriate and should be tolerated.

22 It would be interesting hearing some of  
 23 those examples.

24 TRUSTEE TULLOCH: There's a big difference  
 25 between questioning staff and asking them why

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1 something has gone wrong. That's not disparaging  
 2 comments; that's just accountability.

3 We're employing staff and we look after  
 4 staff well. We expect them to do their jobs. I  
 5 don't think it's -- yeah, I've been accused, well,  
 6 why are you asking them that?

7 Well, because that's the obvious thing to  
 8 ask. Every business I've managed, you're expecting  
 9 accountability. If something's not happening the  
 10 way it supposed to happen, you ask questions. You  
 11 don't just say, oh, that's okay. We'll just do  
 12 that.

13 MODERATOR MILLER: All right. Thank you  
 14 very much.

15 Trustee Tonking, you're back in the  
 16 spotlight. Collaboration is the heartbeat of this  
 17 community, and now IVGID is the least-favored  
 18 partner within our community. What do you plan on  
 19 doing if you're re-elected to improve the  
 20 reputation?

21 (Inaudible comment from the Board.)

22 MODERATOR MILLER: Fair enough. Okay.  
 23 Can you say that into the microphone, please.

24 TRUSTEE TONKING: It's a campaign-related  
 25 question, and since we're sitting in an IVGID

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1 boardroom, I don't want to be getting in trouble  
 2 with the Secretary of State. So I don't think I can  
 3 answer that.

4 MODERATOR MILLER: For any trustee -- and  
 5 you can do it in unison, I'll count you down -- can  
 6 you recite the IVGID mantra mission vision and value  
 7 statement?

8 TRUSTEE TULLOCH: Dare I say this, maybe  
 9 something we should be reevaluating and looking at  
 10 and updating at the same time as we update our  
 11 strategic plan. I think a lot of these things are  
 12 -- okay. This is not disparaging.

13 A lot of these things tend to be  
 14 platitudes in the wishful thinking instead of having  
 15 more purpose and actually more direction. I think  
 16 it would be good for the new board to look at these  
 17 at the same time as they look at the strategic plan.

18 You don't just stick with the same things  
 19 from 20, 30 years ago.

20 TRUSTEE TONKING: I want to tell you that  
 21 platitudes are also very helpful because they are  
 22 good guidance and words of wisdom to try to follow,  
 23 like be kind to others.

24 TRUSTEE DENT: One district, one team.  
 25 Next question?

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1 MODERATOR MILLER: All right. Trustee  
 2 Tonking, we have only a handful of long-term,  
 3 experienced IVGID employees left within the ranks.  
 4 They are the knowledge base of this district.

5 What do you plan on doing to ensure they  
 6 are recognized and kept if they want to be working  
 7 for the District?

8 TRUSTEE TONKING: I talked about this a  
 9 lot as you see in a lot of our high-level staff and  
 10 even people that have been at the District for years  
 11 leave, that we're losing a ton of institutional  
 12 knowledge, and we're losing a ton of people who do  
 13 love the community and have provided a lot of great  
 14 service to many of us over the years.

15 I think one of the questions, as a board  
 16 member, that I've continued to ask and will continue  
 17 to ask during my time on the Board is really what  
 18 type of environment are we creating for our staff  
 19 and how can we ensure that this is a place that  
 20 people want to work for and want to continue to work  
 21 for?

22 And I think it does truly come from the  
 23 direction and the way that we handle ourselves as a  
 24 board and how we treat staff in meetings, how we  
 25 treat staff in our day-to-day interactions, and the

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1 type of environment that we do create for staff.

2           MODERATOR MILLER: Thank you very much.

3           This one, taking it back to the personal

4 side of things for Trustee Dent: These questions

5 were submitted, so we asked and it's rumored that

6 you're moving out of the District. Is it true?

7 When?

8           TRUSTEE DENT: (Inaudible) I've owned

9 property outside the District for many years.

10          MODERATOR MILLER: Question answered.

11 Thank you very much.

12          Next, Trustee Tulloch, have you made a

13 final payment to RubinBrown, and as a follow-up,

14 have they completed all their work?

15          TRUSTEE TULLOCH: Yeah, the final payment

16 outstanding to RubinBrown, they have -- I just

17 received the final -- the last -- the data that we'd

18 asked for. I apologize to my fellow board members,

19 I missed it in my email at the weekend, I do have to

20 distribute to them.

21          We haven't made that final payment yet.

22 They are still waiting for it. I think they've done

23 a good job. They've clarified a lot of things for

24 us, they've given us a lot of areas that we can --

25 that we know we need to address, areas that we

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1 done, but there is. And that doesn't -- if that

2 stops, then staff stops. So we need to keep things

3 moving forward.

4           Then can you come to the next one?

5           As Trustee Dent had pointed out, we have

6 -- I haven't blamed anyone. Actually what we did

7 blame was the fact that we -- prior boards had been

8 overbudgeting expenses, underbudgeting revenue,

9 over-collecting rec fee, and building up a 10- to

10 \$12-million excess fund balance for community

11 services. You can't do that, according to NRS,

12 without a plan of how you're actually going to spend

13 those funds.

14          So what we have done over the past few

15 years is we attempted a few years ago to actually

16 spend down fund balance, and what happened at the

17 end of the year is we still gained fund balance

18 because of how the budgeting was being done.

19          So we have been doing things very

20 thoughtfully, very purposefully, and it has not been

21 to the detriment of our venues or our staffing or

22 what have you. We've been very, very diligent about

23 making sure that we are directing staff to budget,

24 to have the appropriate budgets for maintaining our

25 infrastructure, maintaining our venues, and to fund

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1 should have been addressing for a long time,

2 perhaps, but we are working on it.

3           Yes, there is a final payment due to them.

4          TRUSTEE TONKING: I would also ask that

5 they come back before they pay them, but I've asked

6 every time. Just reminding you again.

7          TRUSTEE TULLOCH: I guess we're going to

8 have an off-the-record -- a side discussion on that.

9          MODERATOR MILLER: Trustee Schmitz, your

10 long range calendar appears as though you plan to

11 get a lot of things done before -- prior to your

12 departure. It is necessary?

13          And then this goes -- yeah, if it's about

14 sustainability of the facilities -- yeah, it goes

15 on, so it was stated in Nevada statute that it's

16 required action. If so, please identify the action

17 -- or the statute -- pardon me -- about the Board

18 reducing fees.

19          CHAIR SCHMITZ: Can you go back to the --

20          MODERATOR MILLER: Yeah. There you go.

21          CHAIR SCHMITZ: The District has a lot of

22 work to do. The District does not stop doing their

23 work, and I've been elected to complete my term.

24 I'm here to fulfill my duties, and I'm sorry if it

25 seems like there's a lot of district work to be

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1 the capital projects that the Board and staff has

2 decided to do.

3           I don't know where there's this

4 misconception, but the Board has been doing good

5 work to try to rectify how things had been done in

6 the past, and they were done inappropriately.

7          TRUSTEE TONKING: Sergio, can you do us a

8 favor at some point and find the statute on that? I

9 wasn't sure if it applied to GIDs. I know it

10 applies to school districts, but I haven't seen one

11 on reserves spending for GIDs.

12          Thank you.

13          MODERATOR MILLER: All right. Move on

14 to -- at 8:23, good timing -- questions that were

15 submitted this evening. I think we can just --

16 there we go.

17          I heard IVGID's responsible for the grass

18 dying on the football field at Incline High School.

19 What happened and what can be done about the grass

20 dying?

21          CHAIR SCHMITZ: We don't have a written

22 agreement of what the maintenance is, and it's been

23 being done for, I've heard, 20 years.

24          This is a perfect example of not following

25 policy and not having appropriate contracts because

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1 without a contract, who is liable? What is the  
2 scope of the service to be provided? What is it  
3 that we need to do?  
4 To clarify, the reason why the grass died  
5 is because the high school expansion project was to  
6 include changing the field to artificial turf. The  
7 cost came in, and the donor who was funding that  
8 project identified that the costs were too high, and  
9 it was removed from the project.  
10 So without a scope of work, without any  
11 sort of written agreement, what is it that staff is  
12 liable to do and what risk and liability does the  
13 District take on if suddenly we're out there  
14 reseeding, doing things to a football field that's  
15 not -- it's not our asset? It's the Washoe County  
16 District's asset.  
17 So this particular situation, I'm so glad  
18 it came to light because now our interim General  
19 Manager is meeting with the vice principal of the  
20 high school to sit down and talk about what has been  
21 the practice, what has been done. And she will be  
22 bringing it back to make a decision of whether this  
23 is something that the District wants to continue  
24 doing, and if so, to have a written agreement so  
25 that we all understand the terms of the contract and

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1 facilities and look after our own community.  
2 MODERATOR MILLER: Anyone else on that?  
3 TRUSTEE TONKING: I thought the other  
4 issue was because of the construction, people were  
5 unable to access the area, and there was water main  
6 issues occurring too.  
7 I will also say, growing up here and  
8 having gone to many games on that football field,  
9 there is a lot of grading issues that happen, and  
10 there's either flooding or dying of grass all the  
11 time. That's probably something the county needs to  
12 look at in general.  
13 MODERATOR MILLER: Good insight.  
14 Next one: Can we get an update on the  
15 general manager hiring process? Did the RFP go out?  
16 Do you feel our best foot forward is to hire staff  
17 we need ourselves?  
18 CHAIR SCHMITZ: On our agenda for October  
19 9th, we will be receiving information about the  
20 general manager candidates that have submitted to  
21 date, and the Board will be making a decision about  
22 what they want to do going forward, whether they  
23 want to schedule interviews, what have you. The RFP  
24 for management services did go out as well, and that  
25 too is on the October 9th meeting.

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1 the liabilities related to it.  
2 I give credit that this -- I'm glad this  
3 came out, and I look forward to interim General  
4 Manager working to bring a contract or a decision to  
5 the Board in the near future.  
6 TRUSTEE TULLOCH: I think this is a  
7 classic case where in the past, IVGID's been just --  
8 the provider of last resort, oh, the high school  
9 football pitch is overflowing, it's dying, can IVGID  
10 go and fix it?  
11 And we've gone and fixed it at the expense  
12 of there. The actual agreement, the only agreement  
13 I've seen is that Washoe County School District is  
14 responsible for the field. And the grass was dying  
15 off because the water had been turned off to the  
16 sprinklers during the construction work.  
17 I think it is very clear, and anyone who  
18 looks at their property tax bill will see that 35 to  
19 40 percent of your Washoe County property tax bill  
20 goes to Washoe County School District. And it is --  
21 and I actually have a property tax bill, I could  
22 tell you it does.  
23 So, yes, we can't just be rushing in to  
24 fix everything for everyone. All that does is  
25 decrease the resources to maintain our own

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1 The Board will be seeing the responses and  
2 be making decisions about what they want to do with  
3 that on the 9th. I think that the Board is going to  
4 make a decision of how the Board wants to move  
5 forward on the 9th, that will be an exciting  
6 meeting.  
7 MODERATOR MILLER: Next -- two minutes --  
8 what's the status of our request to Washoe County  
9 for the loaned financial and accounting resources?  
10 TRUSTEE TULLOCH: The request has been  
11 made, there's -- staff are discussing with Washoe  
12 County, is my understanding.  
13 We don't get involved in operational  
14 day-to-day matters like that. That would be  
15 micromanaging.  
16 CHAIR SCHMITZ: What will happen is Washoe  
17 County, the request will be in writing to Washoe  
18 County. That request in writing hasn't yet gone  
19 out, but there has been discussion. And then Washoe  
20 County will respond with what they have available  
21 and what the cost would be.  
22 That will come to the Board for the Board  
23 to make a decision on. That is not yet scheduled.  
24 I don't believe we have that sitting on our long  
25 range calendar as of yet, but that's the process

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1 that will be handled.

2 MODERATOR MILLER: With respect to

3 everyone's time and our word, it is 8:29, do you

4 want to cram one more question in or are we going to

5 wrap this town hall meeting up?

6 CHAIR SCHMITZ: How many more questions do

7 you have?

8 MODERATOR MILLER: This is the part that

9 people submitted tonight. I don't know. It is 8:30

10 right now, so, yeah.

11 CHAIR SCHMITZ: If it's okay with the

12 people whose questions didn't get asked, please

13 write the Board, write us your question. I think

14 all of us are responsive to email -- I see some hand

15 signals. Four questions are left. Are you okay

16 with doing four questions?

17 Okay. Then we will go ahead and finish it

18 up.

19 MODERATOR MILLER: Thank you.

20 After the election, who is responsible for

21 moving and disposing of all the candidate yard signs

22 after the election?

23 CHAIR SCHMITZ: I think candidates are

24 responsible for removing their own signs. And the

25 signs that were put up by the PAC, the PAC is

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1 responsible for removing those signs.

2 MODERATOR MILLER: Perfect.

3 Second question out of four: I understand

4 you're privatizing services related to the

5 management of various aspects of services, such as

6 food and beverage or the golf courses, but does not

7 imply the sale of recreational property or sale of

8 the facilities; is this correct?

9 CHAIR SCHMITZ: The Board is looking for

10 external resources to help resolve some of these

11 long-standing issues. It's very difficult for staff

12 to run day-to-day operations and at the same time

13 implement internal controls and change processes and

14 what have you.

15 So the Board is looking and considering

16 outside assistance to support staff. That's not

17 privatization; it's the reason why you outsource

18 specific resources. It's not -- I shouldn't have

19 even used the word "outsourcing" because it's not.

20 It's using resources from an external

21 expert to help us dig out of the hole that we're in,

22 and we are in need of that.

23 MODERATOR MILLER: Question three: The

24 Board directed \$1.2 million to be cut from the park

25 and rec budget for '24/'25 fiscal year. This

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1 resulted in all CIP and maintenance being cut from

2 the Rec Center. Is it the position of the Board to

3 allow the Rec Center and other Parks and Recreation

4 facilities to fall into despair so they can be torn

5 down or is there another reason to refuse

6 improvements and maintain maintenance to the

7 community assets?

8 CHAIR SCHMITZ: I don't want to sound like

9 a broken record, so would someone else like to

10 answer this question?

11 TRUSTEE TONKING: I can actually answer

12 some of this question. We didn't take anything out

13 of the repairs and maintenance line. That was a big

14 thing we did when we were looking at this.

15 There was areas that there were cuts, and

16 given that -- with our financial director at the

17 time not knowing what was in every line item and how

18 they were made up and how they varied from year to

19 year, it was impossible to know what was being put

20 into our budget.

21 And so there were cuts that were made

22 because we just did an inflationary increase, but

23 also making sure there was areas that we kept the

24 same that staff had recommended. And so I think

25 that's just like one lense that it wasn't put into

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1 the maintenance area.

2 TRUSTEE DENT: To further add to that,

3 there were cuts to the proposed budget for this

4 fiscal year. There was an increase in the budget

5 for this year when it comes to Parks and Rec. And

6 at a minimum, it increased by eight percent.

7 TRUSTEE TULLOCH: I'll actually add to

8 that. We actually added a new line item in the

9 budgets this year. Additional maintenance funds for

10 work that was supposed to have been done before and

11 which had been budgeted for before that hadn't been

12 done, we added an additional line item in the budget

13 for that, which came to quite a significant amount

14 across all the venues.

15 So, yeah, I do find that rather

16 disparaging.

17 MODERATOR MILLER: Question four of four:

18 Did the District consider rotating kayak and

19 paddleboard storage space? For example, two- or

20 three-year lease for a spot versus keeping the

21 current allocated ad infinitum policy?

22 TRUSTEE DENT: I would just say that is a

23 great thing for operations to consider, and it

24 allows everyone an opportunity to have access to the

25 kayak and paddleboard spaces.

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1 But I don't necessarily think that's  
 2 something the Board should be working on unless,  
 3 say, a survey goes out and 70 percent of the  
 4 community says we need to do this.

5 CHAIR SCHMITZ: These types of decisions  
 6 are made by staff. And if there's something that  
 7 the Board needs to consider or decide or approve,  
 8 then it comes to the Board.

9 But these types of decisions are made by  
 10 the staff.

11 MODERATOR MILLER: All right. There you  
 12 go. I want to thank you all very much for attending  
 13 tonight, everybody on live stream as well.

14 For each one of you, for all of your  
 15 input, I learned a lot tonight, and I appreciate all  
 16 you've done for our district.

17 We still have --

18 CHAIR SCHMITZ: I want to thank you on  
 19 behalf of the Board, Kristin. I want to thank you  
 20 for all of your talent here tonight and for being  
 21 willing to assist facilitating and moderating this  
 22 meeting. It's been very productive, and hopefully  
 23 the community found it positive. Thank you.

24 And thank you to staff for setting this  
 25 all up. It's very cozy and much more comfortable to

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1 sit in these chairs than at our board meeting  
 2 chairs.

3 The final agenda -- actually, we have two,  
 4 but the final right now is closing public comments.  
 5 Again, we're going to limit it to two minutes, so  
 6 please keep that in mind when you start your  
 7 comments.

8 F. FINAL PUBLIC COMMENTS

9 MS. KNAAK: Thank you. Yolanda Knaak.  
 10 Just to be clear, the Troon proposal was  
 11 the IVGID Board doing its due diligence. They have  
 12 to look at all options. And so they are looking at  
 13 all options in finding help with getting a new  
 14 general manager. And that's why they took a look at  
 15 the Troon proposal.

16 I was disappointed by the nastiness of the  
 17 recall, and I'd like to ask the nastiness to stop  
 18 moving forward. Let's ask questions of candidates  
 19 instead of putting words in their mouth. Let's  
 20 bring our community together, and let's respect each  
 21 other.

22 Also, I want to make a comment about the  
 23 Incline Beach. What we really need is more  
 24 restrooms. I'm not talking about outhouses or  
 25 whatever you want to call them. I'm not -- I think

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1 that that's more important right now rather than an  
 2 expensive kitchen.

3 I'd also want to say that I agree with  
 4 Matthew Dent's comment, if we can't -- you know,  
 5 we're losing a lot of money on the food and  
 6 beverage. I'm not -- I'm opposed to outsourcing our  
 7 recreation, but if we can't at least come close to  
 8 meeting our expenses for the food and beverage, even  
 9 if we don't make it so we're even, I think that we  
 10 should look at having someone come in and have them  
 11 pay us to provide the food and beverage.

12 I also want to thank the Board for the  
 13 pipeline. In the past, there were several leaks,  
 14 they didn't go into the lake, but they did go into  
 15 our forest. And so I want to thank the Board for  
 16 the pipeline work that they've done.

17 Thank you so much.

18 MR. DOBLER: Hello. Cliff Dobler, 995  
 19 Fairway.

20 Back in October 2022, because it was a new  
 21 engineering staff, they decided to spend \$409,000  
 22 with DOWL corporation, which was to develop a  
 23 utility infrastructure master plan for the next five  
 24 years. The report wasn't received until 18 months  
 25 later in April of this year, and the action, believe

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1 it or not, was to receive and file. That was it.  
 2 Receive it and put it into the basket.

3 Now, the DOWL system, if you looked at the  
 4 five-year report, the sewer system, they're  
 5 suggesting needing \$16.65 million. We only had  
 6 \$7,267,000, so we're only short \$8,798,000. On the  
 7 water side -- it gets even worse. On the water  
 8 side, DOWL suggested 36 million. We only had 11  
 9 million in the budget, so we're only short  
 10 23,551,000. Combined, the five-year plan doesn't  
 11 include 32,349,000.

12 Now, what's interesting is they had close  
 13 to six weeks to take this report and adjust the  
 14 five-year capital plan; they did nothing. I don't  
 15 know if this is just being buried because it's bad  
 16 news, or are we actually doing something that would  
 17 be proper to justify keeping our utility system in  
 18 order?

19 This is a shame. It's a dirty shame, and  
 20 I hope somebody takes some action on it.

21 Thank you.

22 MR. WRIGHT: Frank Wright, candidate for  
 23 the board.

24 I think tonight was very positive. I  
 25 think there's an awful lot of really, really good

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1 questions and some excellent answers. I think the  
 2 community is starting to understand where we are  
 3 financially, where we are as far as capital  
 4 improvements and what are capabilities are.  
 5 I think they also understand now that --  
 6 and the people that may be listening probably  
 7 understand too -- we have a lot of work do to, it's  
 8 gotta be done with the community's involvement, it's  
 9 gotta be done with positive efforts. We gotta stop  
 10 the lies and the funny stories that are coming out  
 11 because it just takes away from what we really need  
 12 to accomplish. And, hopefully, that will happen.  
 13 I think the anger and the animosity that  
 14 was created from the recall effort is past us. I  
 15 think we need to identify who those people were and  
 16 try to avoid them at all costs.  
 17 It's really been an interesting process to  
 18 sit here and watch this go on, and as we go forward,  
 19 whether I get elected or not, I'm willing to work  
 20 with you guys and do whatever we have to do to make  
 21 our community whole and to make everybody get along  
 22 with everybody else because that's the only way  
 23 we're going to survive.  
 24 We keep this going on that's been going on  
 25 -- it's gotta stop. It really does. And I've been

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1 saying this for 14 years, and finally the RubinBrown  
 2 report validated everything I was saying. I'm  
 3 sorry, I was right. Not only my last name, but I  
 4 was right anyway.  
 5 Thank you.  
 6 MR. SCHULTZ: Joe Schultz, Putter Court.  
 7 I want to thank the Board for having this  
 8 town hall meeting. I hope they continue after the  
 9 new board is elected.  
 10 On the other hand, I'm saddened,  
 11 disappointed, and somewhat appalled about the very  
 12 personal nature of some of the questions that were  
 13 directed to individuals. And some of the way the  
 14 questions were worded that were inaccurate, to say  
 15 the least.  
 16 Anyhow, thank you very much for putting  
 17 this on.  
 18 CHAIR SCHMITZ: Thank all of you for you  
 19 attendance.  
 20 MS. MORRIS: Thank you very much. I just  
 21 wanted to say that I love Music on the Beach, and I  
 22 was at the last one and I heard that there might not  
 23 be Music on the Beach next year.  
 24 I was wondering if you guys had any  
 25 information on that?

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1 CHAIR SCHMITZ: Music on the Beach is  
 2 sponsored by Incline Spirits, and I have not heard  
 3 that Incline Spirits has any intention of any  
 4 changes.  
 5 MS. MORRIS: What they said was that they  
 6 thought that IVGID would not allow them to do it  
 7 next year.  
 8 So it sounded like -- I don't know why  
 9 they said that, and that's why I bring it up.  
 10 CHAIR SCHMITZ: Trustee Dent made a good  
 11 point. Perhaps that was coming up because of  
 12 potential construction next summer.  
 13 There's been no discussion, decision, no.  
 14 It could just be yet another rumor.  
 15 MS. MORRIS: Thank you.  
 16 TRUSTEE TULLOCH: Even if there's  
 17 construction, we can find another place to do it.  
 18 We can't shut the beaches down completely for a year  
 19 for construction, I think.  
 20 MS. LUNDY: Hi. (Inaudible) Lundy.  
 21 Unfortunately, the diving board was a  
 22 casualty of the proposed budget, the actual budget  
 23 for this coming year. If we were to do, like, some  
 24 kind of -- either specific community members or  
 25 whatever, paying for that, it being, like, and IVGID

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1 facility, but having this thing that was not paid  
 2 for, necessarily, by IVGID or through its funding,  
 3 is that, like, a possibility to try to jump start  
 4 that and get it done outside of this kind of  
 5 timeline? Or is it really just you have to wait for  
 6 the budget to come in next year?  
 7 Oh, I guess this is a question. Sorry.  
 8 CHAIR SCHMITZ: It is, but I'm going to  
 9 take the liberty.  
 10 It was part of a bigger project for the  
 11 pool, and so the pool decking has to be replaced, if  
 12 I remember correctly. It is in the budget and it is  
 13 in the project, but it was being timed with a bigger  
 14 scope of project.  
 15 I'm sorry that it's being delayed, but it  
 16 hasn't been nixed; it's just been identified as part  
 17 of a larger project that had to be properly  
 18 scheduled. It was just one of those scheduling  
 19 things, is my recollection.  
 20 It's still there. It will be getting  
 21 done. I believe it's on the next year's capital  
 22 plan.  
 23 TRUSTEE TULLOCH: That was my  
 24 understanding. Didn't want to spend 10 million or  
 25 whatever it was on the diving board and then have to

1 rip it out again to replace the pool deck. It just  
 2 made no sense.  
 3 MS. LUNDY: It's only 12,000 for the  
 4 board, and they only need to do the decking right  
 5 under the board in order to do it. So it's not 10  
 6 million, and it doesn't have to be bundled with the  
 7 deck. That's why I was kind of interested.  
 8 CHAIR SCHMITZ: Any other comment?  
 9 G. ADJOURNMENT  
 10 Seeing none, I will adjourn the meeting.  
 11 It appears to be 8:47. Thank you all so very much.  
 12 (Meeting ended at 8:47 p.m.)  
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 25

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 September 24, 2024,  
 7 at the of the Board of Trustees public meeting, Town  
 8 Hall, via Zoom, and took stenotype notes of the  
 9 proceedings entitled herein, and thereafter  
 10 transcribed the same into typewriting as herein  
 11 appears.  
 12 That the foregoing transcript is a full,  
 13 true, and correct transcription of my stenotype  
 14 notes of said proceedings consisting of 118 pages,  
 15 inclusive.  
 16 DATED: At Reno, Nevada, this 7th day of  
 17 October, 2024.  
 18  
 19 /s/ Brandi Ann Vianney Smith  
 20  
 21 BRANDI ANN VIANNEY SMITH  
 22  
 23  
 24  
 25

# INVOICE

**BAVS SM-LLC**  
brandiavsmith@gmail.com  
United States

**BILL TO**  
**Incline Village General Improvement District**  
Susan Herron / Heidi White

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 54

**Invoice Date:** October 7, 2024

**Payment Due:** October 24, 2024

**Amount Due (USD):** \$1,058.00

Items	Quantity	Price	Amount
<b>Base fee</b> September 28, 2024 BOT Town Hall meeting	1	\$350.00	\$350.00
<b>Per page fee</b> Confidential transcript, July 26, 2023 BOT meeting	118	\$6.00	\$708.00

**Total:** \$1,058.00

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**Amount Due (USD):** \$1,058.00



At the August 6 Board of Trustees meeting, Harry Swenson, a candidate for the Board, spoke positively about the potential outsourcing of the hiring and management of the GM. He stated that [quote] "I believe the Board should give this [Troon] proposal their utmost consideration. The proposal reveals depth of knowledge of our community challenges in both financial and leadership areas. The proposal supplies a continuous consulting for our challenges over a three-year term that appear very cost effective." The majority of public speakers who followed Harry that night opposed this idea.

At the 9/11 BOT Harry said lies were being spread about him. We know of no lies. We do know that EVERYONE is highly concerned about where he really stands on the issue. How could he even consider Troon to manage

our GID when they have no experience with public works or managing a ski resort. Let's get real.

Swenson has now changed his stance on the Troon proposal as he quickly realized that was not going to win him votes during this next election.

Voters should do their research and ensure they fully understand what the candidates really stand for - both past and present.

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**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL SEPTEMBER 24,  
2024 MEETING – AGENDA ITEM C – PUBLIC COMMENT – BUSINESS  
AS USUAL – THREE (3) MONTHS INTO FISCAL YEAR 2024-25 AND  
OUR COMMERCIAL FACILITIES SALES BUSINESS HAS ALREADY  
LOST NEARLY \$400K!**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's evidence we've done nothing to cut the unacceptable losses in our facility sales department. Resulting in another nearly \$400K loss since the beginning of the current 2024-25 fiscal year. And that's the purpose of this written statement.

**Open.Gov is Back Up And Running:** Or is it? For nearly two (2) years Open.Gov has been non-operational and/or not up to date. And why is this of note? Because we were told that using the Open.Gov tool we would be able dig as deep into the weeds as desired to learn the particulars of our financial reporting system. But recently Judy discovered the tool is back up and running. And presumably, we can dig into the District's financial reporting weeds.

So with that said, I decided to learn what improvements we've incorporated into our facility sales department. And as you will see, the answer is **NONE!**

**My September 21, 2024 E-Mail to The Board**<sup>2</sup>: Because I learned that for less than the first three (3) months of this fiscal 2024-25 year we've generated nearly \$400K of losses attempting to run a commercial "for profit: (or in our case loss) facilities sales business, on September 21, 2024 I sent the Board an e-mail wherein I outlined the particulars. And these numbers didn't even include the expense of central service cost allocations. Once this expense is included, I'm certain we will be at well over \$400K! And counting. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** This staff behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated, and deceitful staff get replaced by even more unqualified, more incompetent, more over compensated, and more deceitful staff. Engaging in activities having nothing directly to do with furnishing facilities for our public recreation, yet costing local parcel owners dearly insofar as their Recreation ("RFF") and Beach ("BFF") Facility Fees are concerned. All because the ends justify the means and staff refuses to excise wasteful endeavors such

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

<sup>2</sup> That e-mail is attached as Exhibit "A" to this written statement.

as this one. As I've pointed out so many times before, these examples are all the "red flags" of a criminal syndicate<sup>3</sup>. And you wonder why your RFF and BFF continue as involuntary subsidies, and are as high as they are? Now I've provided more evidence.

Besides forthwithly taking the action requested, I must ask when is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees (for the)...district is not complying with the provisions of...any...law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court...for the appointment of a receiver... or, (d) determine by resolution that management and organization of the district will remain unchanged?" Don't you think the time has come to act fiscally responsible by having the county assume supervision and jurisdiction over the district?

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

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<sup>3</sup> NRS 207.370 instructs that "criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."

## **EXHIBIT "A"**

## Guess How Much We've LOST Operating a Facility Sales Business Since July 1, 2024? Bueller? Bueller?

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**From:** <s4s@ix.netcom.com>  
**To:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>  
**Cc:** "Dent Matthew" <dent\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>, "Tulloch Ray" <a7rmtmail@gmail.com>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>, "Crocker Karen" <kmc@ivgid.org>, "Mick" <homan4ivgid@gmail.com>, "Michelle" <jezycki4ivgid@gmail.com>, "Mick" <homan4ivgid@gmail.com>  
**Subject:** Guess How Much We've LOST Operating a Facility Sales Business Since July 1, 2024? Bueller? Bueller?  
**Date:** Sep 21, 2024 4:50 PM

---

Chairperson Schmitz, Other Honorable IVGID BOT members, and candidates Mick, Michelle and Harry -

So open.gov is now up and partially running. For the first time in two years.

So Judy attempted to secure financial information for our facility sales business. And she was successful! And guess what she learned?

Since July 1, 2024 our crack sales team has generated \$9K of gross revenues. And over \$372.5K of net operational losses! For Facility Sales. \$237.8K of which is assigned to personnel costs. Can you believe?

So I asked Judy if these financials evidence the amount expended on utilities? And she replied yes. Over \$11K!

So what does this mean?

I've attempted to show so many times before, we charge essentially nothing to use the Chateau and Aspen Grove. Regardless of our published pricing. We use facility rentals as a loss leader to disingenuously prop up food & beverage sales.

Why are we engaged in a business like this? Why are we paying two individuals to be facility sales employees at a salary of close to \$100K/each plus benefits?

Who's directing this ship? Where are our internal controls? And why try to convince me this is another one of our valuable recreation amenities associated with having an IVGID? Which requires involuntary subsidy by the Rec Fee?

I'm sure we're going to hear some excuse from our clueless interim GM which demonstrates these numbers are wrong. They might be wrong. But that's what is reported from open.gov when one puts in the query. And if we can't get accurate numbers, for whatever the reasons, why do we have another worthless expensive tool? Bueller? Bueller?

You and your staff have obviously learned nothing from my previous comments. That means you're guilty of insanity according to Einstein.

So how are you going to fix this disaster brothers Mick, Michelle and Michaela as my friend Hulk Hogan would ask?

It's crap like this which needs to be shut down immediately! Yesterday isn't fast enough. And I've just identified two employment positions which need to be terminated just as fast. And probably a third because our Communications

Coordinator didn't see fit to send out a press release alerting the community to this sad state of affairs.

And you wonder where your Rec Fee goes? And how this waste and mismanagement equates to a valuable amenity which props up our property values according to Whiner Riner?

I keep telling you it's essentially everything our wonderful staff do. Everything! This place is nothing short of a disaster waiting to register.

Respectfully, Aaron Katz

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Karen Crocker  
Interim General Manager

**SUBJECT:** Review, discuss, and award Recreation Center Janitorial Services Contract to CC Cleaning Service effective October 30, 2024, in the amount of \$77,168.

**STRATEGIC PLAN:** Long Range Principle #1 - Service  
Long Range Principle #3 – Finance  
Long Range Principle #5 – Assets and Infrastructure

**DATE:** October 30, 2024

---

**I. RECOMMENDATION**

1. Staff recommends award of the Recreation Center Janitorial Services Contract to CC Cleaning Service, LLC in the amount of \$77,168 effective October 30, 2024.
2. Authorize Staff to execute all documents based on a review by General Counsel and Staff.

**II. DISTRICT STRATEGIC PLAN**

Long Range Principle #1 – Service – The District will provide superior quality service and value to its customers considering responsible use of District resources and assets.

- The District will provide well defined customer centric service levels consistent with community expectations.

Long Range Principle #3 – Finance – With allocated resources, equate service expectations and the capability to deliver.



- Comply with Nevada Revised Statutes and Administrative Code requirement for the budget process and document content.

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

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.

### **III. BACKGROUND**

The current janitorial contract for the Recreation Center expires on October 30, 2024. Staff has solicited bids through Request for Proposals for a new contract to begin on November 1, 2024. The contract is for a one (1) year term with the option to renew for four (4) additional one (1) year terms. The current janitorial contract is with CC Cleaning Services, LLC.

### **IV. BID RESULTS**

In accordance with NRS 332.115 and District Policy 3.1.0, the District posted a Notice to Bidders for the Recreation Center Janitorial Services. Staff had also solicited proposals from CCleaning Services, JSCF Janitorial and Nevada Building Services. Only one bid was received on October 15, 2024 and that bid result is as follows:

CC Cleaning Services, LLC	\$77,168 Annually (Recreation Center)
---------------------------	---------------------------------------

### **V. FINANCIAL IMPACT AND BUDGET**

Janitorial Services is in the current FY 2024-25 Recreation Center Budget. GL Code 30353885, Object Code- Operating (7415) in the amount of \$32,228; and GL Code 30354884, Object Code- Janitorial (7530) in the amount of \$44,940; for a total amount of \$77,168. The Finance Department has approved this expenditure, per approved budget.

## **VI. ALTERNATIVES**

The Board could direct Staff to consider hiring additional maintenance staff to perform janitorial services at the Recreation Center.

## **VII. BUSINESS IMPACT**

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



# REQUEST FOR PROPOSAL

Recreation Center Janitorial Services

October 2024

*Prepared for the:*

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

Recreation Center

980 Incline Way

Incline Village, Nevada 89451

*Prepared by the:*

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

*Department of Public Works – Engineering Division*

1220 Sweetwater Road

Incline Village, Nevada 89451

## **SECTION 1 – INVITATION TO BIDDERS**

The Incline Village General Improvement District (IVGID or District) is soliciting Lump Sum Price Proposals to facilitate the listed janitorial services at the Incline Recreation Center, located at 980 Incline Way, Incline Village, Nevada 89451.

The work includes:

Janitorial services for the Incline Village Recreation Center, located at 980 Incline Way in Incline Village, Nevada. The Recreation Center is a 30,300 sf building that houses staff offices, public meeting areas, restrooms, a snack bar, basketball court, gymnasium, cardio fitness equipment, and men's and women's showers and locker room facilities.

All inquiries for additional information, to schedule a site visit, and clarification of this RFP should be directed to Bree Wates, IVGID District Project Manager (775) 832-1372 or email: [baw@ivgid.org](mailto:baw@ivgid.org)

No proposal will be accepted from a Contractor who is not licensed in accordance with the laws of this State to perform the work herein described. IVGID reserves the right to reject any or all bids pursuant to Nevada Law; to award a contract for less than all the work if funds now available are insufficient for completion of the total project; to waive any informalities or irregularities therein; and/or to award the bid to the lowest responsible bidder.

Lump Sum Price Proposal is to be received by the District no later than **3:00 p.m. October 18, 2024**. Proposals may be e-mailed to [\*\*baw@ivgid.org\*\*](mailto:baw@ivgid.org), mailed or hand-delivered to:

IVGID Public Works Department  
Attn: Rec Center Janitorial Services  
1220 Sweetwater Road  
Incline Village, NV 89451

INCLINE VILLAGE PUBLIC WORKS  
1220 Sweetwater Road · Incline Village NV 89451  
PH: (775) 832-1214 · FAX: (775) 832-1260

## **SECTION 2 – INSTRUCTIONS TO BIDDERS**

### **Article 1 -- Defined Terms**

Terms used in these Instructions to BIDDERS have the meanings assigned to them in the General Conditions. The term "BIDDER" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a BIDDER. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive BIDDER to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

### **Article 2 -- Qualifications of Bidders**

To demonstrate qualifications to perform the Work, each BIDDER must be prepared to submit, within 48-hours of OWNER's request, written evidence such as financial data, previous experience, present commitments, cost justifications, and other such data as requested.

#### **2.1 Additional Data**

2.1.1 Washoe County Business License prior to commencing service.

2.1.2 Such licenses as may be required by the laws of the State of Nevada for the performance of work specified in the Contract Documents. Such licenses are required at the time of submitting bid.

#### **2.2 Bid Form**

2.2.1 List a minimum of three (3) similar service contracts previously completed by Bidder within the last five (5) years in the contract amount range of \$65,000 per year or higher. List to include telephone number and contact person for references. Successfully completed service contract with positive recommendation from client is required.

2.2.2 Work history of Job Manager. CONTRACTOR is required to staff project with job manager with minimum experience as follows:

- a) Five years' experience in industrial janitorial work.
- b) Three contracts each with a value greater than \$65,000 within the last five (5) years.

### **Article 3 -- Examination of Contract Documents and Site**

3.1 It is the responsibility of each BIDDER before submitting a Bid to (a) examine the Contract Documents thoroughly; (b) visit the site to become familiar with local

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conditions that may affect cost, progress, performance, or furnishing of the Work; (c) consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work; (d) study and carefully correlate BIDDER's observations with the Contract Documents; and (e) notify Contract Administrator of any and all conflicts, errors, or discrepancies in the Contract Documents.

- 3.2 By advance request, OWNER will provide each BIDDER access to the site for examination of the facility and work requirements.
- 3.3 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 4 -- Interpretations and Addenda**

- 4.1 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER.

#### **Article 5 -- Bid Security**

Not applicable to this Contract.

#### **Article 6 -- Contract Time**

Contract time will be as stated in the Agreement.

This contract shall be one year in duration, beginning on the date established in the Notice to Proceed issued by the OWNER's Contract Administrator. The OWNER has the option of extending the contract for a one year period on the second, third, fourth, and fifth years. Such extension shall occur unless the OWNER notifies the CONTRACTOR prior to 30 days before the contract expires (i.e., end of the first year) that the OWNER will not exercise the option for a second, third, fourth, and/or fifth year extension. Upon contract extensions the contract price can increase by up to Consumer Price Index (CPI) and is agreed to by both parties.

The annual contract extensions will use the following terms for CPI increases. CPI will be determined by using the percentage of change between the annual average from the previous year to the annual average for the current year for all urban customers (CPI-U). The CPI adjustment cannot exceed 5 %.

#### **Article 7 -- Liquidated Damages**

Provisions for liquidated damages are set forth in the Agreement.

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**Article 8 -- Substitute or "Or-Equal" Items**

Not applicable to this Contract.

**Article 9 -- Subcontractors, Suppliers, and Others**

Not applicable to this Contract.

**Article 10 -- Bid Form**

- 10.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Contract Administrator.
- 10.2 All blanks on the Bid Form must be completed legibly.
- 10.3 Bids by corporations must be executed in the corporate name and signed by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested to by secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 10.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.
- 10.5 All names must be printed below the signature.
- 10.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 10.7 The address and telephone number for communications regarding the Bid must be shown.
- 10.8 All attachments to Bid Form must be complete at the time of submission of the bid.

**Article 11 -- Submission of Proposal**

- 11.1 Lump Sum Price Proposal is to be received by the District no later than **3:00 p.m. October 18, 2024**. Proposals may be e-mailed to **baw@ivgid.org**, mailed or hand-delivered to:

IVGID Public Works Department  
Attn: Rec Center Janitorial Services  
1220 Sweetwater Road  
Incline Village, NV 89451

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## **Article 12 -- Modification and Withdrawal of Bids**

- 12.1** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 12.2** If, within twenty-four (24) hours after Bids are opened, any BIDDER files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that BIDDER may withdraw its Bid. Thereafter, that BIDDER will be disqualified from further bidding on the Work to be provided under the Contract Documents.

## **Article 13 -- Bids to Remain Subject to Acceptance**

All bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid prior to that date.

## **Article 14 -- Award of Contract**

- 14.1** OWNER reserves the right to reject any and all Bids pursuant to Nevada Law, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. Also, OWNER reserves the right to reject any Bid pursuant to Nevada Law if OWNER believes that it would not be in the best interest of the District, whether the Bid is not responsive, the BIDDER is unqualified or of doubtful financial ability, based on prior contractual employment concerns which may or may not include written correction notices from OWNER, or fails to meet any other pertinent standard or criteria established by OWNER. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.2** In evaluating bids, OWNER will consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award. If, upon investigation by the OWNER, a bid is received from a BIDDER who has had a previous janitorial service contract terminated for cause, within the last five (5) years, the OWNER reserves the right to deem that bid non-responsive.
- 14.3** OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other Persons and Organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other Persons and Organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

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**14.4** OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of BIDDERS, proposed Subcontractors, Suppliers, and other Persons and Organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

**14.5** If the contract is to be awarded, it will be awarded to the BIDDER whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the District. The OWNER reserves the right to reduce the scope of the work up to twenty-five percent (25%) of the total bid price by deleting items and/or reducing the scope of work without invalidating the bid, if necessary, to reduce the cost of the project to within the ENGINEER's Estimate and/or OWNER's Budget.

#### **Article 15 -- Signing of Agreement**

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within twenty (20) days thereafter, OWNER shall deliver one fully signed counterpart to Contractor.

#### **Article 16 -- Sales and Use Taxes**

OWNER is exempt from Nevada State Sales and Use Taxes on materials and equipment purchased directly by OWNER and incorporated in the Work (exemption No. 88-760004K).

#### **Article 17 -- Nevada Revised Statutes**

Each and every provision of Chapters 332, 338, and 339 of the Nevada Revised Statutes (NRS) and other laws required to be inserted in these Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though they were included herein.

#### **Article 18 -- Nondiscrimination in Employment**

A contract for the work hereunder will obligate the CONTRACTOR and subcontractor(s) to not discriminate in employment practices and to certify to affirmative action plans.

If requested, BIDDERS shall submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

Successful bidders shall, if requested, submit a list of all subcontractors who will perform work on the project, and written signed statements from authorized agents of the labor pools with which they will or may deal for employees on the work, together with supporting information to the effect that said labor pools' practices and policies are in conformity with Executive Order 11246, and that said labor pools will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract, or a certification as to what

efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish same prior to the award of the contract.

BIDDER shall submit with his bid, if requested, a statement on separate instrument of whether BIDDER has performed work under E.O. 11246, and shall list those projects by project location and date(s) of work performance.

**END OF INSTRUCTIONS TO BIDDERS**

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**SECTION 3 – BID FORM**

PROJECT IDENTIFICATION: Recreation Center Janitorial Services

THIS BID IS SUBMITTED TO: INCLINE VILLAGE G. I. D.  
Public Works Department  
Attn: Ronnie Rector  
1220 Sweetwater Road  
Incline Village, Nevada 89451

- (A) The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to furnish all goods as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- (B) BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDERS. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and submit the Agreement with other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
- (C) In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (1) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which are hereby acknowledged):

Date	Number
<u>10-15-2024</u>	<u>347R2-IVRC</u>
_____	_____
_____	_____
  - (2) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the goods.
  - (3) BIDDER has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to BIDDER.
  - (4) This Bid is genuine, and not made in the interest of nor on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any Agreement nor rules of any group, association, organization, or corporation; BIDDER has neither directly nor indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has neither solicited nor induced any person, firm, or corporation to refrain

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PH: (775) 832-1214 · FAX: (775) 832-1260

from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

- (D) BIDDER will complete the work for the following annual price. Bid amount to include all labor and travel, and all expendable and durable supplies required to complete the work, as outlined in Section 5, General Conditions:

**LUMP SUM SCHEDULE**

Base Bid Description	Base Bid (In Numbers)
Janitorial Services for the IVGID Recreation Center	\$ 77,168.—
<b>TOTAL BASE BID IN WORDS:</b>	<i>Seventy-Seven Thousand One Hundred and Sixty-Eight Dollars + zero cents</i>

**SUPPLEMENTARY BID PRICES:**

Description	Rate	Basis
Additional cleaning worker	\$	Per hour
Two-person window washing crew	\$ 50.—	Per hour
Tile cleaning	\$ 50.—	Per hour
Carpet cleaning	\$ N/A	Per hour

- (E) BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work as described in the Contract Documents.

- (F) Communications concerning this Bid shall be addressed to the address of BIDDER as indicated at the end of this section, or at the following address:

**CC Cleaning Service, LLC**

9115 Hummer Dr.

Reno, NV 89521

- (G) The terms used in this Bid which are defined in the General Conditions of the Contract, and are included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

- (H) List a minimum of three (3) similar service contracts successfully completed by Bidder in the contract amount range of \$65,000 per year or higher. This list is to include telephone number and contact person for each contract.

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 PH: (775) 832-1214 · FAX: (775) 832-1260

Description of Contract	\$ Amount	Contact Person	Telephone
Daily Cleaning	\$212. / visit	John Santocenna	775-233-8374

- (I) Work history of Job Manager. Contractor is required to staff project with job manager with minimum experience as follows:
- b. Five years' experience with similar janitorial work.
  - c. Three contracts each with a value greater than \$65,000 within the last five (5) years.

Job Manager's Name	Years' Experience	Project Cost	Project Location, Description & Date Completed
See References Attached			

SUBMITTED on 10-15, 2024

If BIDDER is:

- Individual:

By:

\_\_\_\_\_  
(Individual's Printed Name and Signature)

Doing business as:

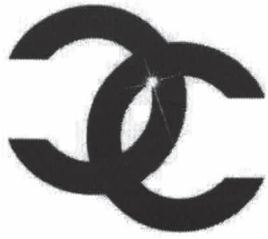
Business Address:

Phone Number:

CC Cleaning Service LLC  
9115 Hummer Dr. Reno, NV 89521  
775-737-4100

INCLINE VILLAGE PUBLIC WORKS  
1220 Sweetwater Road · Incline Village NV 89451  
PH: (775) 832-1214 · FAX: (775) 832-1260





# CLEANING SERVICE

Commercial & New Construction

*Below are a few of our Client Contacts for whom we provide Janitorial or Construction Cleaning Services on a regular basis:*

- Imranul Islam, Whiting-Turner Contracting Co. 775-200-8540  
[Imranul.Islam@whiting-turner.com](mailto:Imranul.Islam@whiting-turner.com) / Reno, Nevada
- Linda Fowler, Enterprise Holdings 702-597-4564  
[Linda.M.Fowler@ehi.com](mailto:Linda.M.Fowler@ehi.com) / Las Vegas, Nevada
- Steve Vidal, Metcalf Builders, Inc. 775-691-1723  
[SteveV@metcalfbuilders.com](mailto:SteveV@metcalfbuilders.com) / Reno, Nevada
- Johnny O', Rockwood Construction 775-400-6966  
[JOberholtzer@rockwoodconstruction.com](mailto:JOberholtzer@rockwoodconstruction.com) / Reno, Nevada
- Mike Link, Truckee Meadows Water Authority 775-742-1807  
[MLink@tmwa.com](mailto:MLink@tmwa.com) / Reno, Nevada

*Feel free to call them during regular business hours.*

**Elsa Calderón, Founder / Owner**  
**John Santoemma, CFO / Owner**  
**CC Cleaning Service, LLC**  
**3515 Airway Dr. Suite 204**  
**Reno, NV 89511**

**775-737-4100**  
**775-440-4432 (Elsa)**  
**775-233-8374 (John)**

• Partnership:

By:

(Seal)

\_\_\_\_\_  
(Firm Name and Printed Name of Person Authorized to Sign)

\_\_\_\_\_  
(Signature of Person Authorized to Sign)

Business Address:

Phone Number:

• Corporation:

(Corporate Seal)

By:

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By:

\_\_\_\_\_  
(Printed Name and Title of Person Authorized to Sign)

\_\_\_\_\_  
(Signature)

Attest:

\_\_\_\_\_  
(Secretary's Printed Name and Signature)

Business Address:

Phone Number:

• Joint Venture\*:

(Seal)

By:

\_\_\_\_\_  
(Printed Name and Signature)

\_\_\_\_\_  
(Address)

By:

\_\_\_\_\_  
(Printed Name and Signature)

\_\_\_\_\_  
(Address)

\*Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be as in the manner indicated above.

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ALL BIDDERS MUST COMPLETE:  
(if required by Nevada Law)

NV State Tax ID 1017765812  
DET # 027919300 / NAIC 561720  
Nevada Industrial Insurance System Number

47-2871313

Federal Tax ID Number

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## **SECTION 4 - AGREEMENT**

THIS AGREEMENT is dated as of the **30th** day of **October** in the year **2024** by and between **Incline Village General Improvement District (IVGID)** (hereinafter called OWNER) and **CC Cleaning** (hereinafter called CONTRACTOR).

~OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **ARTICLE 1 – WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Janitorial services at the Incline Village Recreation Center, located at 980 Incline Way in Incline Village, Nevada. Services include cleaning of basketball court, gymnasium, cardio fitness equipment, trash and recycling collection, vacuuming, general cleaning, replacement of restroom supplies, dusting, restroom, showers and locker room cleaning, and other services as described in the Service Specifications.

### **ARTICLE 2 – CONTRACT ADMINISTRATOR**

The Work has been described by the **IVGID Administrative Division**, hereinafter called Contract Administrator and who is to act as OWNER's representative, assumes all duties and responsibilities and has the rights and authority assigned to Contract Administrator in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents. Interpretation of specification documents shall be made by the Contract Administrator.

### **ARTICLE 3 – CONTRACT TIME**

**3.1** This contract shall be one year in duration, beginning on the date established in the Notice to Proceed issued by the OWNER's Contract Administrator. The OWNER has the option of extending the contract for a one year period on the second, third, fourth, and fifth years. Such extension shall occur unless the OWNER notifies the CONTRACTOR prior to 30 days before the contract expires (i.e., end of the first year) that the OWNER will not exercise the option for a second, third, fourth, and/or fifth year extension. Upon contract extensions the contract price can increase by up to Consumer Price Index (CPI) and is agreed to by both parties.

**3.1.1** The annual contract extensions will use the following terms for CPI increases. CPI will be determined by using the percentage of change between the annual average from the previous year to the annual average for the current year for all urban customers (CPI-U). The CPI adjustment cannot exceed 5 %.

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### 3.2 Notice of Award and Notice to Proceed

The OWNER anticipates issuing Notice of Award on or October 30, 2024 and issuing Notice to Proceed on or about November 1, 2024.

### 3.3 Liquidated Damages

OWNER and CONTRACTOR recognize that time and performance is of the essence in the Agreement, and that OWNER will suffer financial loss if the Work is not completed within the times and to the performance requirements specified in the Janitorial Services Specifications and General Conditions. The parties herein also recognize that delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time and to the requirements of the contract. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that, as liquidated damages for impacts (but not as a penalty), CONTRACTOR shall pay OWNER \$250, at each location as determined by Contract Administrator, for each day that expires after a failure to perform and upon receipt of correction notice in accordance with General Conditions Article 7.1.7.

## ARTICLE 4 – CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for Work in accordance with the Contract Documents in current funds as follows:

Payment will be monthly, based on weekly charges as shown on Bid Form. The estimated total annual price will be **Seventy-Seven Thousand, Once Hundred Sixty Eight Dollars (\$77,168)**, subject to actual time of work for the IVGID Recreation Center, and other adjustments.

## ARTICLE 5 – PAYMENT PROCEDURES

CONTRACTOR shall submit an Invoice in accordance with Article 8 of the General Conditions. The Invoice will be processed by Contract Administrator as provided in the General Conditions.

## ARTICLE 6 – INTEREST

All monies not paid when due as provided in the General Conditions shall bear interest at the maximum rate of six percent (6%) annually.

## ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

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PH: (775) 832-1214 · FAX: (775) 832-1260

7.2 CONTRACTOR has given Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Contract Administrator is acceptable to CONTRACTOR.

## ARTICLE 8 – CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to 4, inclusive).
- 8.2 Contractor’s bid, dated October 15, 2024.
- 8.3 General Conditions.
- 8.4 Specifications bearing the title, "Janitorial Service Specifications."
- 8.5 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All Written Amendments and other documents amending, modifying, or supplementing the Contract documents pursuant to the General Conditions.
- 8.6 The documents listed in Paragraphs 8.2, *et seq.*, above are attached to this Agreement (except as expressly noted otherwise).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 9 – MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4 Extent of Agreement. This Agreement, including all exhibits and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders,

requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by OWNER with respect to the project of CONTRACTOR's services.

**ARTICLE 10 – OTHER PROVISIONS**

**10.1** None.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and date of the year first set forth above.

**OWNER:  
INCLINE VILLAGE G. I. D.**

**CONTRACTOR:**

Agreed to:

Agreed to:

**CC Cleaning Serv. LLC  
9115 Hummer Drive  
Reno, NV 89521**

By:

By:

Karen Crocker  
Interim General Manager

*J. Santoemma*  
Signature of Authorized Agent

John Santoemma, CFO  
Print or Type Name and Title

\_\_\_\_\_  
Date

10-15-24  
\_\_\_\_\_  
Date

**Reviewed as to Form:**

Sergio Rudin  
District General Counsel

If Contractor is a corporation, attach evidence of authority to sign.

\_\_\_\_\_  
Date

Owner's address for giving notice:

Contractor's address for giving notice:

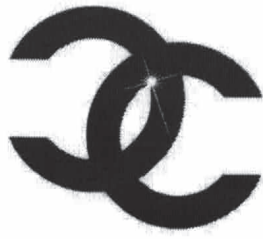
**INCLINE VILLAGE G. I. D.**  
893 Southwood Boulevard  
Incline Village, Nevada 89451  
775-832-1267- Engineering Phone

**INCLINE VILLAGE PUBLIC WORKS**  
1220 Sweetwater Road · Incline Village NV 89451  
PH: (775) 832-1214 · FAX: (775) 832-1260

**EXHIBIT A**  
**SERVICES / SCHEDULE**

**[INSERT SCOPE OF SERVICES AND SCHEDULE]**

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# CLEANING SERVICE

Commercial & New Construction

*CC Cleaning Service is proud to be a locally owned, Reno-based business founded in 2014. We offer the highest quality service in Commercial & New Construction cleaning throughout northern Nevada. We are a certified WMBE, an NV State Approved Vendor and a proud member of the Nevada Builders' Alliance.*

**Oct. 04, 2024**

*REVISED !*

**CC Cleaning Bid #347R2-IVRC Annual Pricing for: Incline Village Recreation Center**

Job Site Location:

893 Southwood Blvd., Incline Village, NV 89451  
~ 30,300 sq. ft. of interior space

**Recommended Cleaning Schedule:**

**Everyday (7 days per week)**

**Employees per shift:**

**3 - 4 person crew nightly for ~ 2.5 - 3 hrs.**

**Daily Scope of Work**

As provided by Incline Village Recreation Center

**Price per Visit:**

**\$212.00 / service day**

**Projected Annual Cost: (~ 364 service days)**

**\$77,168.00**

**Full Year Total Cost Projection:**

**\$77,168.00**

[Note: Pricing is Valid for 18 months from initial start date.]

**MOST Cleaning Supplies, Equipment & Toiletries provided by Incline Village Rec' Center. (Shower Stall Cleaner and some cleaning equipment provided by CC Cleaning Service.)**

**Invoicing: Monthly (via e-mail)**

**Terms of Payment: Net 20**

**Payment Options: Check of ACH**

**All service is provided with our 100% Customer Satisfaction Guarantee. We promise to re-do any service within 24 hours which was not initially completed to your satisfaction.**

*Thank you for your time in considering this proposal.  
We look forward to providing you with excellent service.*

John Santoemma, Co-Owner / CFO  
Elsa Calderon, Co-Owner / Founder

775-233-8374 (John)  
775-737-4100 office

**EXHIBIT B**

**CONTRACTOR'S PROPOSAL, DATED 10-4-2024**

**INCLINE VILLAGE PUBLIC WORKS  
1220 Sweetwater Road · Incline Village NV 89451  
PH: (775) 832-1214 · FAX: (775) 832-1260**

## SECTION 5 – GENERAL CONDITIONS

### 1 DEFINITIONS

- 1.1 Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof:
- 1.1.1 Addenda. Written or graphic instruments issued prior to the opening of Bids, which clarify, correct or change the Bidding Requirements or the Contract Documents.
  - 1.1.2 Agreement. The written contract between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
  - 1.1.3 Application for payment. The form accepted by the Contract Administrator which is to be used by CONTRACTOR in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  - 1.1.4 Bid. The offer or proposal of the Bidder submitted on the prescribed form, setting forth the prices for the Work to be performed.
  - 1.1.5 Bidding Documents. The advertisement or invitation to Bid, instructions to bidders, the Bid form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
  - 1.1.6 Bidding Requirements. The advertisement or invitation to Bid, instructions to bidders, and the Bid form.
  - 1.1.7 Change Order. A document recommended by the Contract Administrator, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  - 1.1.8 Contract Administrator. The OWNER employee appointed by the OWNER, to administer the contract and review the work of the CONTRACTOR.
  - 1.1.9 Contract Documents. The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an Exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Specifications as the same are more specifically identified in the Agreement, together with all written Amendments and/or Change Orders.
  - 1.1.10 Contract Price. The monies payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents.



- 1.1.11 CONTRACTOR. The person, firm or corporation with whom OWNER has entered into the Agreement.
- 1.1.12 Defective. An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents.
- 1.1.13 Hazardous Waste. The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.1.14 Normal Business Hours.
- Monday through Friday, 6 AM – 8 PM
  - Saturday – 7 AM – 7 PM
  - Sunday – 7 AM – 5 PM

The Rec Center is open every day of the year except Thanksgiving and Christmas.

- 1.1.15 OWNER. The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
- 1.1.16 Specifications. Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.1.17 Work. The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor, materials and equipment and performing services.
- 1.1.18 Work Change Directive. A written directive to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by the OWNER, ordering an addition, deletion or revision in the Work.
- 1.1.19 Written Amendment. A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR, on or after the Effective Date of the Agreement.

## **ARTICLE 2 - CONTRACT DOCUMENTS: INTENT, AMENDING**

### **2.1 INTENT**

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work.

## **2.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES**

- 2.2.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2.2.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work, CONTRACTOR shall report it to Contract Administrator in writing at once, and CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by OWNER) until an amendment or supplement to the Contract Documents has been issued.
- 2.2.3 Whenever in the Contract Documents the terms “as ordered,” “as directed,” “as required,” “as allowed,” “as approved” or terms of like effect or import are used, or the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” or “satisfactory” or adjectives of like effect or import are used to describe a requirement, direction, review or judgement of Contract Administrator as to the Work, it is intended that such requirement, direction, review or judgement will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the Service Specification indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Contract Administrator any duty or authority to supervise or direct the furnishing or performance of the work.

## **2.3 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS**

- 2.3.1 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
- A formal Written Amendment,
  - A Change Order, or
  - A Work Change Directive

## **ARTICLE 3 - PRELIMINARY MATTERS**

### **3.1 GENERAL SCOPE OF WORK**

- 3.1.1 The following information is provided to assist the CONTRACTOR in understanding the scope of services needed by OWNER for all facility groupings.

As the public agency for Incline Village, Nevada, IVGID takes pride in providing an exceptionally clean and safe environment at all times for its patrons and employees and expects the janitorial services to demonstrate this same pride in their work performed.

- 3.1.2 Scheduling Work: The CONTRACTOR shall submit a schedule of performing the Work to the Contract Administrator for approval. Such approval shall not be unreasonably withheld.

### **3.2 STAFFING**

The CONTRACTOR shall provide adequate personnel, trained in proper **industrial cleaning** and janitorial methods and techniques to properly and satisfactorily maintain the facilities on a day-to-day basis during the scheduled times indicated. There shall be a minimum crew of four (4) each cleaning.

### **3.3 EMPLOYEE RECRUITMENT**

- 3.3.1 The CONTRACTOR must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the Contract Administrator shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, staff shall have the ability to:

- Have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner.
- Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.

### **3.4 EMPLOYEE ACCEPTANCE BY OWNER**

OWNER will be the sole judge of the efficiency and acceptability of each janitorial employee's performance while on site. OWNER reserves the right to require the CONTRACTOR to remove any janitorial personnel from further duty at IVGID, without cause and without the right to recover damages by such janitorial employee or by the CONTRACTOR from OWNER. If OWNER requires the removal of any janitorial personnel from duty, OWNER will attempt to provide the CONTRACTOR reasons for the removal demand. However, OWNER is not required to provide such reasons, the CONTRACTOR may not challenge such reasons, and the CONTRACTOR shall promptly remove and replace an individual janitorial employee when requested to do so by OWNER.

### **3.5 UNIFORM AND APPEARANCE STANDARDS**

The selected CONTRACTOR's employees shall be neat and clean in appearance.

## ARTICLE 4 - SECURITY AND ACCESS TO FACILITIES

- 4.1 OWNER shall provide reasonable access to the facility for CONTRACTOR's successful completion of the Work.
- 4.2 Keys to various areas of the facility will be made accessible to the CONTRACTOR. All costs accrued by OWNER in reinstating facility security occasioned by the loss of facility keys due to the CONTRACTOR's and/or its employee's negligence will be charged to the CONTRACTOR and shall be deducted from monthly payment to CONTRACTOR, or otherwise collected.
- 4.3 The CONTRACTOR will be given instructions on OWNER's sign-in/out procedures. It shall be the CONTRACTOR's responsibility to assure procedures are strictly followed. Upon completion of activities each day, the CONTRACTOR shall be responsible for securing all entries to offices and to buildings prior to departure.
- 4.4 The CONTRACTOR shall ensure that only their properly identified employees, as listed with the Contract Administrator, are permitted on IVGID premises during the performance of duties. The CONTRACTOR will be held strictly accountable for damages or breaches of security caused by its employees, including costs of loss to the OWNER caused by its employees.

## ARTICLE 5 - INSURANCE REQUIREMENTS

- 5.1 **Commercial Insurance:** refer to Section 4 - Agreement.
- 5.2 **General Liability:** refer to Section 4 - Agreement.
- 5.3 **Workman's Compensation:** refer to Section 4 - Agreement.
- 5.4 **Property Insurance:** refer to Section 4 - Agreement.

## ARTICLE 5 - CONTRACTOR RESPONSIBILITY

- 6.1 The CONTRACTOR shall be responsible for all coordination, and supervision of personnel associated with the janitorial service at the OWNER'S facilities. These activities include, but may not be limited to, the following:
  - 6.1.1 Recruit, screen, and train personnel.
  - 6.1.2 Provide a Project Manager who shall be responsible for the performance of the contract and remain the CONTRACTOR's contact person for the duration of the contract. The Project Manager shall establish a routine for communications with OWNER's Contract Administrator to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary as determined by the Contract Administrator. The Project Manager shall contact the Contract Administrator to review overall performance, receive special instructions regarding cleaning items, or discuss other pertinent items regarding the contract and the CONTRACTOR's performance.

- 6.1.3 CONTRACTOR shall furnish all durable supplies, materials, and equipment necessary for the proper performance of the work. These include but are not limited to brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, buffing machines, industrial type vacuum cleaners, carpet extractors, etc. Such items will remain the property of the CONTRACTOR and are to be maintained in good working condition. Equipment shall be of the size and type customarily used in work of this kind and shall meet the approval of the Contract Administrator, which shall not be unreasonably withheld. Equipment deemed by the Contract Administrator(s) to be of improper type or design or inadequate for the purpose intended shall be replaced by the CONTRACTOR.
- 6.1.4 CONTRACTOR shall furnish all disposable/expendable supplies, materials, and equipment necessary for the proper performance of the work. These include but are not limited to porcelain ware cleaner, liquid and powder detergents, disinfectants, glass cleaner, floor polish, waxes, stripper, metal and furniture polish, and any other compounds necessary to properly maintain the premises. As a minimum, these supplies and materials shall be of a quality to conform to applicable federal specifications.
- 6.1.4.6 Refer to Section 7.1.3 for items provided by OWNER.
- 6.1.5 The CONTRACTOR shall not use any material or supplies which the Contract Administrator determines would be unsuitable for the purpose, or offensive or harmful to any part of the facility, its contents, equipment, employees, or patrons.
- 6.1.6 Provide to the Contract Administrator and post in janitorial closets Material Safety Data Sheets (MSDS) for all chemicals used or stored in the building.
- 6.1.6 Provide hazardous chemical communications training to CONTRACTOR's personnel.
- 6.1.7 Provide adequate field supervision to ensure janitorial staff arrive at assigned post on time, perform their duties throughout their assigned shift, and provide backup as needed during all required hours.
- 6.1.8 Report vandalism and/or damage of OWNER's property to the Contract Administrator immediately upon discovery.
- 6.2** CONTRACTOR shall conform with the Nevada Revised Statutes 332 & 338 in the performance of public work in the State of Nevada, including, but not limited to, the requirements of the following:
- 6.2.1 Labor Discrimination: In connection with the performance of work under this Contract, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. Such agreement shall include, but not be limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 6.2.2 The CONTRACTOR further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

## **ARTICLE 7 - OWNER'S RESPONSIBILITY**

**7.1** OWNER will be responsible for providing direction to the CONTRACTOR. These activities include, but may not be limited to, the following:

- 7.1.1 Identify a Contract Administrator at the time of award. The Contract Administrator will submit in writing to the CONTRACTOR the names of OWNER's personnel that will have authority to make changes or additions to the contracted items. Changes or additions made by anyone other than OWNER authorized personnel will not be accepted or paid for by OWNER.
- 7.1.2 Furnish electrical power at existing power outlets for the CONTRACTOR's use to operate equipment as is necessary in the conduct of the required work. Hot and cold water will also be made available as necessary for that purpose.
- 7.1.3 OWNER will supply all consumable supplies for restrooms. This to include hand soaps, paper towels, toilet tissue, sanitary napkins and tampons, toilet seat covers, shower curtains and paper cups. OWNER will also supply all liners for trash cans and recycle totes.
- 7.1.4 Provide storage for the CONTRACTOR to store any necessary supplies, materials and equipment.
- 7.1.5 Establish time and frequency of direct meetings with the CONTRACTOR's Project Manager.
- 7.1.6 Schedule inspections with the CONTRACTOR's Project Manager on a monthly basis or as otherwise directed by the facility Administrator. Quality service and strict adherence to the contract will be expected from the CONTRACTOR.
- 7.1.7 OWNER representatives will develop an internal monitoring system that will be used to ensure service quality, which shall include regularly, scheduled written inspections with a copy to the Contract Administrator. Contract Administrator may choose to inspect with the CONTRACTOR, or without. Any deviation from the Janitorial Service Specifications noted by the Contract Administrator shall be documented with a correction notice and include a correction time period of not less than 24 hours from the time of the work deviation for remedy by the CONTRACTOR.
  - If the correction notice is submitted to the CONTRACTOR and corrections are not made within the specified amount of time, the CONTRACTOR shall be assessed \$200.00 liquidated damages, per location, per day until the problem is rectified, as established by the Contract Administrator.

## **ARTICLE 8 - PAYMENTS TO CONTRACTOR AND COMPLETION**

### **8.1 REVIEW OF INVOICING FOR PROGRESS PAYMENT**

Contract Administrator will, within ten days after receipt of each Invoice, either indicate in writing a recommendation of payment, or return the Invoice to CONTRACTOR indicating in

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1220 Sweetwater Road · Incline Village NV 89451  
PH: (775) 832-1214 · FAX: (775) 832-1260

writing reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

## **8.2 INVOICING FOR PROGRESS PAYMENT**

At least fourteen days before the date established by the Contract Administrator for each progress payment (but not more often than once a month), CONTRACTOR shall submit to Contract Administrator for review an Invoice filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application.

## **2 NON-ASSIGNABILITY**

No CONTRACTOR shall assign any interest in this Contract by assignment, transfer or novation without prior written consent of the OWNER. This provision shall not be construed to prohibit the CONTRACTOR from assigning his bank, trust company or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to OWNER.

## **ARTICLE 10 - TERMINATION**

### **10.1 TERMINATION FOR CAUSE**

10.1.1 OWNER may terminate this Contract for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that the OWNER shall give the CONTRACTOR:

- A. A written warning specifying the CONTRACTOR's failure. If, within ten days after receipt of such a written warning, CONTRACTOR shall not have either corrected such failure and thereafter proceeded diligently to complete and/or maintain such correction, then the OWNER may, at its option, issue a written notice.
- B. A written notice will place the CONTRACTOR in default and the Contract shall terminate on the date specified in such notice, or the OWNER may, at its option, place the CONTRACTOR in default and the Contract shall terminate at some later date specified should CONTRACTOR not have either corrected such failure and thereafter proceed diligently to complete and/or maintain such correction.

10.1.2 The CONTRACTOR may exercise any rights available to it under Nevada law to terminate for cause upon the failure of the OWNER to comply with the terms and conditions of this Contract; provided the CONTRACTOR shall give the OWNER written notice specifying the OWNER's failure and a reasonable opportunity for the OWNER to cure the defect.

## **10.2 TERMINATION FOR CONVENIENCE**

OWNER may terminate the Contract at any time by giving thirty days' written notice to the CONTRACTOR. CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

**END OF GENERAL CONDITIONS**

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## **SECTION 6 – JANITORIAL SERVICES SPECIFICATIONS**

### **ARTICLE 1. GENERAL**

- 1.01 Specifications are set forth herein for the purpose of establishing minimum standards. Variations which, in the opinion of the OWNER, fall below the standards of the specifications will not be allowed or accepted. CONTRACTOR may propose in writing any material or process equal to those specified herein, but each deviation from the specifications listed herein must be set forth in detail, and OWNER shall be the sole judge as to whether such deviations are, in fact, equal to those set forth herein.
- 1.02 CONTRACTOR’S bid shall include all labor, equipment, vehicles, materials and travel to and from locations to complete the Work in accordance with these Specifications.
- 1.03 Important items to be aware of include:
- CONTRACTOR shall provide his own cleaning equipment and supplies where not provided, as detailed in the General Conditions.
  - No desk tops or computers are to be cleaned.
  - No kitchen sinks or dishes are to be cleaned.
  - All mopping shall be completed with a clean mop and clean water.
  - CONTRACTOR shall provide an itemized checklist indicating all tasks have been completed. This checklist shall be left on the front counter or similar visible location each time the work is completed as scheduled. Contract Administrator will provide the blank checklists to CONTRACTOR.

### **ARTICLE 2. SCHEDULE OF WORK**

- 2.01 All items are to be cleaned on a **daily basis** unless specifically stated below.
- 2.02 No work during normal business hours unless specifically requested in advance.
- 2.03 Normal business hours are:
- Monday through Friday, 6 AM – 8 PM
  - Saturday – 7 AM – 7 PM
  - Sunday – 7 AM – 5 PM
- 2.04 The Rec Center is open every day of the year except Thanksgiving and Christmas.

### **ARTICLE 3. LOCATION OF WORK**

- 3.01 IVGID Recreation Center, 980 Incline Way; approximately 30,300 square feet.

## ARTICLE 4. SPECIFICATIONS

### 3.01 RECREATION CENTER

- All floors to be vacuumed, and edges cleaned
  - Except basketball court (see “Additional Scheduled Cleanings,” below)
- Upstairs General Administration Areas
  - Dust and clean counter tops, window ledges
  - Vacuum or mop all offices and open areas
  - Collect all trash and recycling, replace liners
- Upstairs Copy Room
  - Sweep and mop floor
  - Empty trash and recycling and replace liners
  - Clean behind copy machine
- Upstairs Bathrooms (2)
  - Clean, mop and disinfect floors
  - Refill paper products and soap
  - Clean towel and soap dispenser exteriors
  - Wipe down walls and partitions, switches, door knobs and closures
  - Clean and disinfect all toilets and urinals
  - Clean bathroom mirrors
  - Clean and scrub sinks
  - Collect trash from sanitary napkin receptacles
  - Empty trash and replace liners
  - Clean and vacuum return air grills
- Foyer
  - Sweep and vacuum floor and entry way grates
  - Monthly:
    - Mop edges of foyer floor
- Lobby
  - Move furniture, sweep and mop all floors (including office reception area, lobby and guest areas), return furniture to original locations
  - Clean and disinfect drinking fountains
  - Trashcans and recycling cans in public areas are to be emptied and wiped down on the outside, replace liners
- Snack Bar Area
  - Sweep and mop floor
  - Clean and disinfect all countertops and sinks
- Child Care Room
  - Clean, mop and disinfect floors
  - Refill paper products and soap
  - Clean towel and soap dispenser exteriors

- Wipe down all walls and partitions
- Clean and disinfect all toilets and urinals
- Clean bathroom mirrors
- Clean and disinfect sinks
- Collect trash from sanitary napkin receptacles
- Empty trash and recycling and replace liners
- Empty diaper pails
  
- Stairwells
  - Clean and wipe all walls
  - Clean all railings
  - Remove any stains or spills
  - Sweep and mop stairs
  - Wet-wipe black strip along carpet in main stairwell
  - Dust and clean all window ledges
  
- Group Fitness Room
  - Clean all mirrors
  - Sweep floors, then damp mop with clean water only, using anti-microbial cloth mop
  - Vacuum dust from corners behind weight stands
  - Refill paper products
  
- Elevator
  - Vacuum floor
  - Clean stainless steel panels
  - Clean walls and handrails
  
- Downstairs General Areas
  - Dust and clean countertops, windows and window ledges
  - Trashcans and recycling cans in public areas are to be emptied and wiped down on the outside
  
- Downstairs Locker Rooms (2)
  - Sweep and scrub floors
  - Clean, mop and disinfect floors with bleach
  - Refill paper products, soap and shower soap
  - Clean towel dispensers and “Suitmate” with stainless steel cleaner
  - Scrub shower and toilet partitions, benches and tops with disinfecting cleaner
  - Clean and disinfect all toilets and urinals
  - Clean bathroom mirrors
  - Clean and disinfect sinks and faucets
  - Collect trash from sanitary napkin receptacles
  - Empty trash and replace liners
  - Clean and vacuum return air grills
  - Clean lockers, including fronts and tops
  - Close all lockers
  - Clean walls above lockers
  - Clean out all shower drains
  - Empty towel bins (5) and replace towel bags

- Gymnasium
  - Pick up all garbage
  - Clean wall by chin-up bar and peg board
  
- Downstairs Fitness Room
  - Clean and disinfect all cardio fitness equipment
  - Vacuum floor
  - Every Other Day:
    - Mop floors
  - Clean all mirrors
  - Dust and sweep small equipment closet
  - Wipe down wood ledge between gym and hallway
  - Clean and disinfect drinking fountains
  - Trashcans and recycling cans in public areas are to be emptied and wiped down on the outside, replace liners
  
- Downstairs Sports and Aquatics Offices
  - Empty trash and recycling and replace liners
  - Weekly:
    - Clean windows
    - Mop floors
  
- Additional Scheduled Cleanings
  - All items are to be done as indicated:
    - Monthly:
      - Clean light globes in main lobby
      - Vacuum viewing stands in natatorium
      - Clean gym windowsills, both sides
  
- At Completion
  - Dumpster: Close lid and secure
  - Recycling to be placed in proper containers, located outside of building near service road
  - Lock all doors and alarm building

**END OF SERVICE SPECIFICATIONS**

**MEMORANDUM****TO:** Board of Trustees**THROUGH:** Karen Crocker, Interim District General Manager / Director of Parks and Recreation**FROM:** Paul Raymore, Marketing and Communications Manager**SUBJECT:** Review, Discuss and possibly Approve an Agreement with Get Ski Tickets LLC for AI Chatbot Services for Diamond Peak Ski Resort's Website, for an Amount Not to Exceed \$8,400. (Requesting Staff Member: Marketing & Communications Manager Paul Raymore)**RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):****LONG RANGE PRINCIPLE #6 - COMMUNICATION**

The District will engage, interact and educate to promote understanding of the venues, facilities, services, and ongoing affairs.

**DATE:** October 30, 2024**I. RECOMMENDATION**

That the Board of Trustees make a Motion to Authorize Staff to enter into an Agreement with Get Ski Tickets LLC for 2024/25 Fiscal Year AI-Chatbot Services for the Diamond Peak Ski Resort Website, for a Not to Exceed Amount of \$8,400.

**II. BACKGROUND**

The Marketing & Communications team is constantly evaluating tools to make our District communications more accessible and to give residents and customers more options for finding the information they want about District venues.

In the spring of 2024, we began seriously considering whether adding an AI-powered chatbot to the District website(s) could help our website users find information and get answers to their questions in a more natural way, while also cutting down on Staff resources required to answer phone calls and customer emails.

Custom AI-powered chatbots have evolved significantly in the past two years – and continue to evolve and improve significantly every 3-6 months or so – and are now capable of providing very useful answers to customer questions in real

time, in multiple languages, based on custom training and knowledge bases supplied by vendors such as the District.

In the summer of 2024, Staff realized that one of our long-time wholesale lift ticket sales partners – Get Ski Tickets LLC – had started offering custom AI-powered chatbots specifically tailored to the mountain travel industry and ski resorts. You can find more information on their website at <https://getskitickets.com/bots/>

The Get Ski Tickets AI chatbots offer 24/7 customer support online, are designed to reduce call volume into the Diamond Peak call center, provide real-time analytics about frequently asked questions, and provide pathways to transfer conversations to live call center agents when questions or requests exceed the chatbot's ability to help.

Key benefits of the Get Ski Tickets AI chatbot include:

- **24/7 Customer Support:** The chatbot offers round-the-clock assistance, ensuring that guests can access help anytime, which enhances overall satisfaction.
- **Cost Savings:** By managing a high volume of guest inquiries, the chatbot reduces the need for a large support team, enabling more efficient use of resources.
- **Multilingual Support:** With the ability to communicate in multiple languages, the chatbot helps the resort cater to a global audience, expanding accessibility.
- **Real-Time Analytics:** Resorts can monitor the chatbot's performance and guest interactions instantly, allowing for quick adjustments and insights.
- **Feedback & Improvement Tools:** The chatbot can be continuously improved based on guest feedback, ensuring it evolves to meet user needs.
- **Live Agent Rollup:** If the chatbot is unable to resolve an issue, the conversation is seamlessly transferred to a live agent for further assistance.
- **Boost Agent Engagement:** Let the chatbot handle routine inquiries, allowing agents to focus on high-value customers, reducing burnout, and lowering turnover.
- **COMING SOON:** Snow reports, dynamic pricing, and weather integrations.

Get Ski Tickets' AI chatbot service is powered by advanced natural language processing technology and built on OpenAI's API and artificial intelligence models, and then fine-tuned to answer questions relevant to the mountain travel industry. Get Ski Tickets utilizes various GPT models provided by OpenAI - including GPT-4, GPT-4 Turbo and GPT-3.5 - depending on the specific needs of their clients. OpenAI is the company behind the well-known ChatGPT AI chatbot,

which is trained on a vast trove of public data and can be used to answer general or highly specific questions, draft text, translate languages and more.

The potential Diamond Peak chatbot will be trained specifically on the information available on the DiamondPeak.com website, as well as custom additional training information that the Marketing & Communications team will create and feed it. And the scope of questions the Diamond Peak chatbot is trained to answer can be limited to those questions reasonably related to planning a trip to Diamond Peak or Incline Village. The Ai chatbot will also "learn" from its interactions with [DiamondPeak.com](https://www.diamondpeak.com) website users, allowing it to get better at answering frequently asked questions.

The Get Ski Tickets AI chatbot will also soon feature integrations with SnoCountry for real-time snow report data. For example, using their API, the chatbot can pull up-to-date snow conditions for resorts like Diamond Peak, ensuring that guests always have access to the latest information within the Chatbot. This data can also be used to train the bot on projected opening and closing dates dynamically.

Additional information from the SnoCountry feed that will be part of the chatbot's knowledge base:

- Snow Condition, new snow, 48 hour snow, snow depth
- Terrain status
- Operating hours

Eventually, Get Ski Tickets has plans to integrate dynamic pricing, allowing customers to search rates and availability directly through the bot, streamlining the booking process and enhancing the guest experience.

Staff hopes that a Diamond Peak AI chatbot this winter can serve as a test case for whether this technology may be helpful more broadly on the District's YourTahoePlace.com website in the future. Lessons learned during the 2024-25 trial period at Diamond Peak will inform Staff's decision-making around these tools going forward.

Both the Diamond Peak General Manager and the District's Director of Information Technology have been involved in the demonstrations and discussions with Get Ski Tickets around the potential use of an AI chatbot for Diamond Peak, and both approve of this potential trial period to evaluate the technology.

### **III. BID RESULTS**

The proposed agreement is exempt from competitive bidding requirements under NRS 332.115, as a sole source purchase for professional services (NRS 332.115 subsection 1.b).

#### **IV. FINANCIAL IMPACT AND BUDGET**

The Get Ski Tickets AI chatbot cost is \$750 per month from the contract start date through the end of the 2024-25 fiscal year – a total of \$6,000 presuming a November 2024 start date.

Staff recommends allowing for an additional not-to-exceed total of \$2,400 in contingency funding for optional live human escalation support services and/or training services by Get Ski Tickets' staff. This contingency funding is unlikely to be utilized unless Staff sees the need to augment existing Diamond Peak call center resources during peak booking seasons this ski season, in which case such augmentation would bring additional revenue and return on investment to the resort.

Budget for the Diamond Peak AI chatbot would come from the Diamond Peak Marketing - Computer Licensing & Fees account (30343498-7310) which is used for similar Diamond Peak and District-related online services such as the District's Alchemer online survey building tools and Diamond Peak's Inntopia Customer Relationship Management (CRM) platform.

#### **Benefits & Potential Cost Savings**

Staff hopes that the addition of an AI chatbot will give Diamond Peak customers an option to get questions answered 24/7 in real time, thus improving the resort's ability to provide customer service to our guests and increasing customers' conversion rate.

While the ultimate impact on staffing needs in the Diamond Peak call center is unknown, Staff expects that the AI chatbot will reduce call volumes and thus call center wait times for customers looking to book ski lessons, lift tickets, rentals and other products, which will also increase the call center's conversion rate and revenues booked.

Ultimately, if successful, the AI chatbot may reduce or offset the need for call center staffing during some non-peak periods, resulting in savings in staffing costs.

#### **V. ALTERNATIVES**

#### **VI. COMMENTS**

Get Ski Tickets AI-Chatbots for Customer Service agreement has been reviewed and approved by District's legal counsel.

#### **VII. BUSINESS IMPACT/BENEFIT**

#### **VIII. ATTACHMENTS**

1. Get Ski Tickets AI-Chatbots for Customer Service agreement



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

That the Board of Trustees authorize Staff to enter into an agreement with Get Ski Tickets LLC for 2024/25 fiscal year AI chatbot services for the Diamond Peak Ski Resort website, for a not-to-exceed total amount of \$8,400, or the Board of Trustees can decide not to authorize Staff to enter into an agreement for AI chatbot services this fiscal year.

## Get Ski Tickets AI-Chatbot as a Service Agreement

This Software as a Service Agreement (the "Agreement") is entered into as of [ ] (the "Effective Date") by and between Get Ski Tickets LLC, a Colorado corporation with its principal place of business at 1001 Bannock Street #461 in Denver, Colorado ("Company"), and the Incline Village General Improvement District (dba Diamond Peak Ski Resort), a general improvement district with its principal place of business at 893 Southwood Blvd., Incline Village, Nevada ("Customer").

### RECITALS

**WHEREAS** the Company is in the business of providing AI-chatbot services specifically tailored to the mountain travel industry and other related sectors.

**WHEREAS** the Customer desires to utilize such services under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

---

### I. Definitions

**1.1 "Services"**: Refers to the AI-chatbot services provided by the Company to the Customer as described in Exhibit A attached hereto.

**1.2 "Implementation"**: Refers to the set-up and customization of the Services to meet the specific needs of the Customer.

**1.3 "Initial Training"**: Refers to the training provided by the Company to the Customer's staff for effective utilization of the Services.

**1.4 "Ongoing Assistance"**: Refers to continuous support provided by the Company to ensure the optimal functioning of the Services.

**1.5 "Term"**: Refers to the duration of this Agreement, which shall be twelve (12) months starting from the Effective Date.

**1.6 "Monthly Cost"**: Refers to the base fee payable by the Customer to the Company for the Services, set at \$750 per month, subject to adjustment as provided in this Agreement. This cost does not include additional fees for optional services such as live human escalation support or agent training, which are billed separately as outlined in Exhibit D.

**1.7 "User Data"**: Refers to all data input by the Customer into the Services, including but not limited to customer information, chat logs, and analytics data.

**1.8 "Confidential Information":** Refers to any non-public, proprietary, or confidential information shared between the parties as part of this Agreement. This includes software code, AI models, algorithms, business strategies, pricing plans, custom integrations, product designs and technical specifications.

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## **II. Term**

**2.1 Term:** This Agreement shall commence on the Effective Date and continue through June 30, 2025 unless terminated earlier in accordance with the terms herein.

**2.2 Renewal:** Upon the expiration of the Initial Term, this Agreement will automatically renew for successive twelve (12) month terms unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term. Note that the Monthly Cost may be subject to adjustment for any Renewal Term as outlined in Section 3.3.

---

## **III. Fees and Payment Terms**

**3.1 Monthly Fee:** Customer agrees to pay the Company \$750 per month for the Services.

**3.2 Payment Terms:** Payments are due upon the effective date of the service. Payments can be made via credit card, ACH transfer, or by check. Payments not received within thirty (30) days of the due date will incur a late fee of 1.5% per month, not to exceed 10% of the outstanding balance. Continued non-payment may result in suspension of Services until payment is received.

**3.3 Fee Adjustments:** The Company reserves the right to adjust the Monthly Cost for any Renewal Term upon providing the Customer with at least thirty (30) days written notice prior to the commencement of such Renewal Term. If the Customer does not agree to the new fees, they may terminate the Agreement by providing written notice before the start of the Renewal Term.

---

## **IV. Implementation and Initial Training**

**4.1 Implementation:** The Company will implement the Services for the Customer within thirty (15) days from the Effective Date. The scope of the implementation will be as detailed in Exhibit B attached hereto.

**4.2 Initial Training:** The Company will provide an initial training session within fifteen (15) days of the completion of the implementation phase. This training will cover all essential aspects of the Services, including usage, maintenance, and troubleshooting.

**4.3 Delays:** If the implementation or training is delayed due to the actions or inactions of the Customer, the Company may extend the timeline for a reasonable period, not to exceed fifteen (15) days.

---

## **V. Ongoing Assistance**

**5.1 Support Services:** The Company shall provide ongoing assistance to the Customer for the duration of the Term. This includes technical support, updates, and maintenance of the Services as necessary. Such services are included in the cost of the Monthly Fee set forth in Section 3.1.

**5.2 Scheduled Maintenance:** The Company will provide the Customer with at least forty-eight (48) hours' notice of any scheduled maintenance that may affect the availability of the Services.

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## **VI. Custom Development and API Integrations**

### **6.1 Scope of Work:**

If the Customer needs additional development work, such as API integrations or custom features beyond the standard Services, this will be outlined in a separate Statement of Work (SOW) agreed upon by both parties and approved by means of an amendment to this Agreement.

### **6.2 Additional Fees:**

Any custom work will incur additional fees, as detailed in the SOW, and will be billed separately from the regular monthly fees.

### **6.3 Timeline:**

The Company will aim to complete the custom work within the timeline specified in the SOW. Delays caused by the Customer may result in timeline adjustments.

### **6.4 Ownership:**

Unless stated otherwise in the SOW, the Company retains ownership of any custom development. The Customer will have a license to use these features as part of the Services.

### **6.5 Support:**

Support and maintenance for custom features or API integrations will be provided as outlined in the SOW or a separate agreement.

### **6.6 Third-Party API Subscriptions:**

The use of third-party API services for multichannel integration, including but not limited to Twilio for SMS/voice, Facebook Messenger API, WhatsApp Business API, Zapier, Salesforce, Inntopia Marketing Cloud, HubSpot, and Zoho CRM, may require the Customer to purchase and maintain any necessary subscriptions for those services. These subscriptions are not included in this Agreement and must be procured separately by the Customer.

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## **VII. Customer Responsibilities**

**6.1 Use of Services:** The Customer agrees to use the Services solely for the purposes intended and in compliance with all applicable laws and regulations.

**6.2 Data Accuracy and Legality:** The Customer is responsible for the accuracy and legality of all data input into the Services.

**6.3 Data Security:** The Customer shall implement reasonable security measures to protect its data and ensure that its use of the Services does not compromise the security of the Services or the data of other customers.

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## **VIII. Indemnification**

**7.1 Insurance Requirements.** Company shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Company, its agents, representatives, or employees. Company shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Workers’ Compensation insurance as required by the State of Nevada.
3. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Company in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured Status**

The Customer, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Company including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an

endorsement to the Company's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

### **Primary Coverage**

For any claims related to this contract, the Company's insurance coverage shall be primary and non-contributory. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 with respect to the Customer, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, or volunteers shall be excess of the Company's insurance and shall not contribute with it. This requirement shall also apply to any excess policies.

### **Waiver of Subrogation**

Company hereby grants to Customer a waiver of any right to subrogation which any insurer of said Company may acquire against the Customer by virtue of the payment of any loss under such insurance. Company agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

**7.2 Company Indemnity:** The Company agrees to indemnify, defend, and hold harmless the Customer from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the Company's provision of the Services, including claims of intellectual property infringement by the Services. This provision shall survive the termination or expiration of the Agreement.

**7.3 Limitation of Liability:** In no event shall the Company be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement or the Services, including but not limited to loss of revenue or profits, even if the Company has been advised of the possibility of such damages. This limitation does not apply to breaches of confidentiality, gross negligence, or willful misconduct.

---

## **IX. Confidentiality**

**8.1 Confidential Information:** Both parties agree to keep confidential any proprietary or confidential information disclosed to the other party during the Term of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the disclosure of information, documents, or records, where such information is required to be disclosed in accordance with applicable law, including but not limited to, in response to a subpoena, court order, or as determined in the discretion of the Customer, required to comply with the Nevada Public Records Act or Open Meeting Law.

**8.2 Duration:** The obligations under this section shall survive for a period of three (3) years following the termination or expiration of this Agreement. Upon termination or expiration, the receiving party shall return or destroy all Confidential Information of the disclosing party in its possession.

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## **X. Termination**

**9.1 Termination for Convenience:** Either party may terminate this Agreement at any time by providing sixty (60) days written notice to the other party. The Customer must pay any outstanding fees up to the date of termination within thirty (30) days after notice is given.

**9.2 Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice.

**9.3 Effect of Termination:** Upon termination, the Customer shall immediately cease all use of the Services and pay all outstanding fees due to the Company up to the date of termination. The Customer shall also return or destroy all Confidential Information of the Company in its possession. In the event of termination close to the renewal period, the Customer remains liable for any outstanding fees up to the date of termination, including any payments due under the renewal term if termination occurs after the renewal date.

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## **XI. Miscellaneous**

**10.1 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to its conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be resolved in the courts located in the jurisdiction of Customer.

**10.2 Entire Agreement:** This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter herein.

**10.3 Amendments:** No modification or amendment of this Agreement shall be effective unless in writing and signed by both parties.

**10.4 Assignment:** The Customer may not assign this Agreement without the prior written consent of the Company. The Company may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets without the consent of the Customer, provided that the assignee's capabilities and financial standing are comparable to those of the Company.

**10.5 Force Majeure:** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, embargoes, government orders, or other events of force majeure.

**10.7 Severability:** If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

**10.8 Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**10.9 Headings:** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**GETSKITICKETS.COM**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Name: Karen Crocker  
Title: Interim General Manager  
Date: \_\_\_\_\_



## **Exhibit A - Description of Services**

### **AI Chatbot Services for Mountain Travel Industry**

The Company provides AI-powered chatbots specifically designed for ski resorts and the mountain travel industry. The key features and functionalities include:

- **24/7 Customer Support:** Automated assistance available round-the-clock.
  - **Multilingual Capabilities:** Supports multiple languages to cater to a diverse customer base.
  - **Real-Time Analytics:** Provides insights into customer interactions and performance.
  - **Customer Feedback:** Tools for collecting and analyzing guest feedback.
  - **Human Escalation Tools:** Seamless transition from chatbot to human agents when necessary. See exhibit D.
- 

## **Exhibit B - Implementation Plan**

**Timeline:** The Company will begin the implementation process on the Effective Date and complete it within fifteen (15) days.

**Customization:** The Services will be customized to meet the specific needs of the Customer, including integrating with the Customer's existing systems as necessary.

### **Milestones:**

- **Initial Consultation:** Completed within three (3) days of the Effective Date.
- **System Integration:** Completed within seven (7) days of the Effective Date.
- **Testing Phase:** Completed within fourteen (14) days of the Effective Date.
- **Final Review and Go-Live:** Completed within fifteen (15) days of the Effective Date.

**Responsibilities:** The Customer will provide all necessary access to systems, information, and personnel required for the implementation.

---

## **Exhibit C - Services and Support Terms**

### **Platform Features:**

- Ability to leverage insights from user behaviors and feedback.
- Ability to adjust the content of the chatbot.
- Ability to seamlessly escalate the chat to human support.
- Ability to utilize GPT Language Model to continuously improve the NLP capabilities of the bot.
- Ability to send push notifications.
- Unlimited admin seats.

### **Initial Training Resources and Account Support:**

- A live training session will be provided at the start of the service, covering all key features and how to use the platform.
- Attendees will receive user guides and manuals for reference.
- Recordings of live sessions will be made available for future use, upon request.
- Access to ongoing resources, including a knowledge base with guides and FAQs, will be provided to support continued learning.

### **Ongoing Support:**

- Diamond Peak will be provided with 5 hours of dedicated support time per month to assist with any questions, further training needs, or platform optimization.
- Beyond the included 5 hours, any additional support will be billed at a rate of \$30 per hour.

### **Response Times for Service-Related Incidents:**

- **High Impact:** 0-24 hours.
- **Medium Impact:** Within 48 hours.
- **Low Impact:** Within 5 working days.

### **Issue Classifications:**

- **High Impact:** All system parts are unresponsive/unavailable to the customer.
- **Medium Impact:** One or more system parts are unresponsive/unavailable to the customer.
- **Low Impact:** One or more components of one system part are unresponsive/unavailable, but not all.

**Helpdesk Tickets:**

The Company will inform the Customer immediately if more reasonable time is required to respond to a Helpdesk ticket. The Customer may initiate a helpdesk ticket by emailing [info@getskitickets.com](mailto:info@getskitickets.com).

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## **Exhibit D - Cost Structure for Live Human Escalation**

### **1. Overview**

This cost structure outlines the additional fees associated with utilizing the company's live agents for human escalation as part of its AI Chatbot Services. Customers may choose to either utilize their own team of agents for handling escalations or opt to use the company's team of agents at the following rates. All rates are in USD and apply unless otherwise agreed upon in writing by both parties.

Charges for Live Human Escalation support shall not exceed \$2,400 per fiscal year (July 1 – June 30) without prior written approval from the Incline Village General Improvement District's Marketing Staff.

### **2. Standard Support**

- Rate: \$30 per hour, per agent
- Service Includes:
  - Handling standard customer inquiries and escalations.
  - Resolving issues within the first escalation tier.

### **3. Training Services**

- Rate: \$30 per hour
- Service Includes:
  - Training for the Customer's team of agents to effectively handle escalations.

### **4. Payment Schedule**

- Invoices: Invoices for live agent support and training services will be issued monthly and are due within 30 days of receipt.
-

**MEMORANDUM****TO:** Board of Trustees**THROUGH:** Karen Crocker, Interim District General Manager / Director of Parks and Recreation**FROM:** Kate Nelson, Director of Public Works**SUBJECT:** Review, Discuss and Approve Extending the terms of the Professional Services Agreement for Janitorial Services at Various District Venues; in the Amount not to Exceed \$106,261.83 (Requesting Staff Member: Director of Public Works Kate Nelson).**RELATED FY 2023  
STRATEGIC PLAN****BUDGET INITIATIVE(S):****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.

**RELATED DISTRICT**

**POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES** Purchasing Policy for Goods and Services Policy 21.1.0

**DATE:** October 30, 2024**I. RECOMMENDATION**

That the Board of Trustees make a motion to:

1. Approve Task Order #2 of the Agreement with Alta Vista Janitorial, Inc. for Janitorial Services at Various District Facilities in the Amount not to Exceed \$106,261.83; and,
2. Direct the Interim General Manager to sign and execute the agreement.

**II. BACKGROUND**

An agreement for janitorial services across various District venues, to be performed by Alta Vista Janitorial, Inc., was approved by the Board of Trustees on November 10, 2021 (Item I.2). The District venues included in the agreement are the Chateau, Administration Building, Mountain Golf, Public Works Building A, Public Works Building B, Public Works Treatment Plant, Public Works On-Call

Apartments, and Aspen Grove. The scope and frequency of the services provided are outlined in Exhibit A of the attached Task Order #2.

The agreement was signed by the Board on November 10, 2021 and was a multi-year contract with the option to extend for up to three additional years. The costs of services were adjusted annually to reflect increases in the Consumer Price Index for All Urban Consumers (CPI-U) from July to July, with a cap of 5%. The CPI adjustment for Task Order #2 is 2.9%.

### **III. BID RESULTS**

Bids for janitorial services were solicited from qualified vendors in FY 2021/22. The agreement was a multi-year agreement with this being the last year to extend.

### **IV. FINANCIAL IMPACT AND BUDGET**

Funding to cover the costs of the proposed contract are included in the FY 2024/25 budget. The breakdown of costs per venue are shown in Exhibit C of the attached Task Order #2.

### **V. ALTERNATIVES**

None presented.

### **VI. COMMENTS**

Task Order #2 has been reviewed and approved by 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. 2024-2025 Alta Vista\_PROFESIONAL SERVICES TASK ORDER\_2

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

**PROFESSIONAL SERVICES AGREEMENT (TASK ORDER BASIS)**

**EXHIBIT A**

**SCOPE OF SERVICES**

# EXHIBIT "A"

## SCOPE OF SERVICES

	Admin Bldg.	Aspen Grove	Chateau	Mountain Golf	PW Complex	On-Call Apartments
<b>Administrative Areas / Offices</b>						
▪ Sweep and mop floors (tiles, maniate)	x	x	x	x	x	
▪ Vacuum floors (carpeted)	x	x	x	x	x	
▪ Empty trash and recycling bins and replace liners	x	x	x	x	x	
▪ Clean Countertops	x	x	x	x	x	
▪ Clean internal windows	x	x	x	x	x	
<b>Lobby / Entrance Areas</b>						
Move furniture, sweep and mop all floors, replace furniture	x	x	x	x	x	
Clean and disinfect drinking fountains	x	x	x	x	x	
Empty trash and recycle bins; replace liners	x	x	x	x	x	
Wipe down windowsills	x	x	x	x	x	
<b>Stairwells</b>						
▪ Sweep, mop stairwells	x		x	x	x	
▪ Vacuum carpeted stairwells	x		x	x	x	
▪ Wipe hand rails and light switches	x		x	x	x	
<b>Bathrooms</b>						
▪ Clean, mop and disinfect floors	x	x	x	x	x	x
▪ Refill paper products and soap dispensers	x	x	x	x	x	x
▪ Clean towel and soap dispenser exteriors	x	x	x	x	x	x
▪ Wipe down walls and partitions, switches, door knobs and closures	x	x	x	x	x	x
▪ Clean and disinfect all toilets and urinals	x	x	x	x	x	x
▪ Clean bathroom mirrors	x	x	x	x	x	x
▪ Clean, scrub and disinfect sinks	x	x	x	x	x	x
▪ Collect trash from sanitary napkin receptacles	x	x	x	x	x	x
▪ Empty trash and replace liners	x	x	x	x	x	x
▪ Clean all walls as necessary	x	x	x	x	x	x
<b>Employee Break Room</b>						
▪ Sweep and mop floors	x				x	
▪ Vacuum carpeted floors	x				x	
<b>Bar, Snack Bar and Guest Seating Areas</b>						
Entrances and seating areas to be vacuumed and mopped			x	x		
Clean all window sills			x	x		
Clean and disinfect all counters			x	x		
<b>Banquet Room(s) / Multi-Purpose Room(s)</b>						
▪ Empty trash and replace liners			x			
▪ Clean all walls as necessary			x			
<b>Frequency</b>	1x / week 12 mos.	1x / week 12 mos.	7x / week May-Oct.	7x / week May-Oct.	2x / week 12 mos.	1x / week 12 mos.
			2x / week Nov - Apr			



**PROFESSIONAL SERVICES AGREEMENT (TASK ORDER BASIS)**

**EXHIBIT B**

**TASK ORDER**

Task Order No.   2  

Agreement: Incline Village General Improvement District Professional Services Agreement for Services to be on a Task Order Basis PURCHASE ORDER NUMBER: 22-0173

Consultant: Alta Vista Janitorial, Inc.

**The Consultant is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:**

The District has elected to renew the term of the Professional Services contract between the Incline Village General Improvement District (IVGID) and Alta Vista Janitorial, Inc., dated December 12, 2021 (“Agreement”) in accordance with Section 3.1.2 of the Agreement, for the November 1, 2024 to October 31, 2025 term,. The Consultant is hereby authorized to perform the following work subject to the provisions of the Agreement identified above:

Janitorial Services to be performed as specified in Exhibit A of the Professional Services contract between the Incline Village General Improvement District (IVGID) and Alta Vista Janitorial, Inc.”

**List any attachments:** Exhibit A and Exhibit C

**Dollar Amount of Task Order:** Not to exceed   \$106,261.83  

**Completion Date:**   October 31, 2025  

The undersigned Consultant hereby agrees that it will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services for the work above specified in accordance with the Agreement identified above and will accept as full payment therefore the amount shown above.

**Incline Village GID**

**Alta Vista Janitorial, Inc.**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT (TASK ORDER BASIS)**

**EXHIBIT C**

**COMPENSATION**

All invoices for services shall be emailed to [invoices@ivgid.org](mailto:invoices@ivgid.org).

Venue  
Breakdown

		FY2025	
	July 2023 to July 2024 CPI-U	2.90%	
10001099-7530	Admin	8,920.20	8%
20002297-7530	Water/Sewer Shared	31,778.20	30%
30333351-7530	Aspen Grove	8,920.20	8%
30333350-7530	Chateau	47,667.29	45%
30323299-7530	Mountain Golf	8,975.95	8%
		<u>106,261.83</u>	<u>100%</u>

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Erin Feore, Director of Human Resources

**SUBJECT:** Interview Candidates Ana Cortez, Karen Crocker, Robert Harrison, Blaine Oborn and Kent Walrack for the IVGID General Manager position; Discuss and Potentially Select a Candidate for Appointment to the General Manager Position and Possibly Select an Alternative Second Choice; Discussion and Direction to Staff and Legal Counsel Regarding Negotiation of Employment Contract for the IVGID General Manager Position.

**RELATED DISTRICT POLICY, PRACTICES, RESOLUTIONS or ORDINANCES:** Resolution 1911, Policy and Procedure 144

**DATE:** October 21, 2024

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**I. RECOMMENDATION**

Following the interview process with the General Manager candidates, the Board makes a motion to:

1. Designate selected candidate and, possibly, designate second choice; and
2. Direct staff and legal counsel to complete the negotiation of the employment contract for newly hired General Manager.

**II. BACKGROUND**

As directed by the Board of Trustees, the Human Resources Recruitment team created a dynamic flyer to promote the opened District General Manager position. On August 9, 2024, the position was posted both locally and regionally, but also nationwide. As of September 27, 2024, over sixty interested candidates submitted their applications for this position. ***It should be noted that while that number is significant, it is not representative of the number of qualified candidates for this position.***

On September 30, 2024, following extensive review of received candidate information, five potential candidates were identified and recommended to move

on to the interview stage of this process. Each of these candidates has been evaluated to ensure their education, employment history and depth of experience qualifies them for the role of General Manager for the District.

The following candidates were selected to be considered by the Board of Trustees for hire:

Ana Cortez  
Karen Crocker  
Robert Harrison  
Blaine Oborn  
Kent Walrack

IVGID staff recommends the following procedure for conducting candidate interviews:

- Candidate resumes, cover letters and supplemental information (if provided) are included in this Board packet for review. Following a brief introductory presentation (not to exceed five minutes) in which each candidate will highlight their experience and background, the Trustees will each take turns (as coordinated by the Board Chair) to ask questions of each candidate. It is recommended that candidate interviews do not exceed 50 minutes.
- Following the last candidate's interview, the Board Chair may allow for public comment.
- After public comment, the Board will proceed to nominate their top candidate for the General Manager position by submitting their candidate list, ranked first choice to last, to the District Clerk. The District Clerk will read aloud each Trustee's selection to identify the top two candidates.
  - If there is a unanimous selection, the Board Chair will proceed as noted below\*.
  - If there is not a unanimous selection, the Board Chair will call for a second vote in which all Trustees will be directed to select their top candidate from the top two candidates identified in the previous round.
  - The District Clerk will again read aloud each Trustee's selection to identify the top candidate.
- \*The Board Chair will ask for a motion to select the top candidate for the position. Once the motion is passed and the top candidate is formally announced, the Board Chair may provide direction to IVGID staff and/or legal counsel negotiate the new employment contract for the new General Manager and the Director of Human Resources will coordinate with

appropriate staff to bring back the proposed contract for review and possible consideration and approval.

**III. BID RESULTS**

Not Applicable

**IV. ALTERNATIVES**

The Board may direct the Human Resources Director to continue the recruitment search until further notice.

The Board may elect to conduct additional Zoom interviews of any or all of the candidates presented.

**V. ATTACHMENTS**

1. Candidate cover letters and resumes
2. General Manager Job Description

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

Selection of top candidate for the General Manager position. Direction to proceed to employment contract negotiations.

August 25, 2024

Sara Schmitz  
CHAIR  
Incline Village General Improvement District (IVGID)  
893 Southwood Blvd  
Incline Village, NV 89451

Dear Chairwoman Schmitz:

I am eager to express my interest in the IVGID General Manager position. Under your leadership, I am confident in my ability to effectively execute the District's policies, procedures, resolutions, and ordinances, while also ensuring the transparent and collaborative management of the District's \$50 million annual budget.

With 33 years of experience in public service, including a decade in leadership roles, I have been directly responsible for overseeing operations, managing budgets of up to \$250 million, and supervising facilities, activities, staff, and business functions. This includes snow operations which I mastered while managing Helena MT. As a Chief Executive Officer, I have been accountable for service delivery, program implementation, budget controls, and achieving both operational and financial objectives. My extensive work with elected bodies since 1993 has provided me with a deep understanding of board support, hierarchical respect, and directive implementation. My tenure as a City Manager has showcased my ability to lead strategically, drive operational success, manage capital improvement programs, and enhance revenue streams, all while maintaining hands-on involvement.

I am committed to serving the District's management team with a focus on collaboration and communication. My two decades of direct contract experience, including negotiating MOUs with unions, have equipped me with the expertise to design and implement inclusive budgeting processes. My leadership in this area has been recognized, and I am scheduled to present my approaches to participatory budgeting at the Washington Government Finance Officers Association. My budgeting strategies are integrally linked to strategic planning, CIP planning, and Growth Management Act planning. Additionally, my leadership experience has honed my skills in media relations and social media content creation.

My resume reflects a history of courage, resilience, and the ability to act as a transformative leader. I have successfully managed growth, built strong partnerships, facilitated urban and economic development, and navigated complex budgetary and financial challenges. Working with my management teams, I have delivered large-scale projects that exceeded organizational expectations and spearheaded significant technological advancements.

As I conclude my contract with Carnation, WA, I am looking forward to relocating closer to my family in Sacramento. The opportunity to serve a close-knit community with the resources to deliver exceptional services to its residents is particularly appealing to me. My experience as a City Manager has been both challenging and rewarding, and I am eager to apply the lessons to my next role outside of city management. I would welcome the chance to further discuss how my professional background aligns with the needs of your District.

Sincerely,

ANA CORTEZ

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**City Manager and Chief Financial Officer | Carnation, WA**

**Population: City/2,200; Metropolitan Area/400,000 | Budget: \$27M**

**September 2021 – September 2024**

- **Policy Development:** Developed and presented policy recommendations to the Council for approval, implementing Council policies and directives. Directed operations and management in compliance with Ordinances, Resolutions, Regulations, Long Range Principles, Strategic Plans, Policies, and Practices.
- **Financial Management:** Transitioned the city to a biennial budget, replaced the chart of accounts, adopted a new BAR system for revenues and expenditures, and designed an investment strategy. Oversaw public bidding and purchasing processes, coordinated ERP system upgrades, and introduced new tools to enhance operational efficiency.
- **Leadership:** Realigned the organization to meet community demands and expectations for municipal services. Established the city's presence within a vibrant metropolitan area, rebranded and promoted the city, recruited a management team, and facilitated annual strategic dialogues. Redesigned the business model for municipal service delivery using Lean Sigma principles. Applied modern management principles, government roles, missions, and effective public engagement.
- **Strategic Planning:** Developed a logic model to guide biennial priorities, delivering tangible results that reflected Council leadership and demonstrated sound use of taxpayer dollars, with 30 major deliverables each year.
- **Contract Management:** Negotiated and managed contracts and agreements, ensuring oversight of deliverables, deadlines, terms, and compliance. This included labor negotiations with union bargaining units and managing service, maintenance, construction, concessionaire, and other necessary contracts.
- **IVGID Relevant Accomplishments:**
  - *Revamped invoice payments: Council analysis of individual invoices to ensure proper justification and review by project manager.*
  - *Revamped budget framework: Shifted council review of revenues and expenses to determine financial condition instead of using budgeted amounts comparisons.*

- *Transitioned Bias financial software to SpringBrook within 18 months.*
  - *Instituted monthly treasury overview by council: bank reconciliations, balance sheets, budget to actual analysis and review of problem funds.*
  - *Created redundancy: implemented systems and training of staff to ensue redundancy in treasury activities.*
  - *Improved financial transparency: provide daily access to finance committee to bank accounts and financial system as a new financial control element.*
  - *Adopted cost recovery fee structure: adopted cost recovery fee structure and ensured implementation with special focus on residential development fees including impact fees.*
  - *Initiated credit card protocols: adopted new protocols to eliminate credit card misuse.*
  - *Instituted new contract management: created a comprehensive inventory of contracts to ensure proper authority and procurement from council.*
  - *Applied new grants management: instituted protocols to accept grants and allocated needed matching funds and set up reporting dates.*
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### **Consultant Advisor | Management Partners + ACE + Munitalent- Current**

- **Advisory Services:** Provided expertise in diverse operational and programmatic municipal areas. Identified clients for the firm, developed proposals outlining the scope of work, and evaluated ballot proposition impacts on municipal budgets (9212 report).
  - **Executive Searches:** provide search services for management and executive level positions including recruitment, promotion, screening, interviewing and on-boarding.
  - **Strategic Planning and Facilitation:** Provided strategic planning design, facilitation, collaborative policy design, and large community engagement services to the California State University System and its campuses.
  - **Human Resources Support:** Facilitate coaching services for challenged employees, assist with Professional Improvement Plans and as needed, provide off-boarding services- FareWell services.
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### **City Administrator Leavenworth, WA**

**Pop.: 2,200 Permanent, 2M/year Tourists | Budget: \$20M. June 2020 – October 2021**

- Partnership Development: Cultivated partnerships with public and private organizations to access resources and improve service delivery efficiency. Explored the use of private security to reduce policing costs and managed a \$20M wastewater treatment plan upgrade.
  - Natural Resources Management: Implemented a strategic plan to address deferred maintenance of parks and trails. Developed short-term and midterm strategies for river use and drowning prevention, protected water rights, and created a wildfire preparation working group.
  - Human Resources/PW: Implemented personnel rules and regulations, recommended staffing levels, and maintained direct supervision over contractors and employees. Supervised hiring, firing, motivation, discipline, evaluation, promotion, demotion, transfer, and training within established personnel policies and union contracts.
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### **City Manager and CFO | Helena, MT**

**Population: 50,000 | Budget: \$100M. February 2019 – February 2020**

- Operations Management: Oversaw operations and management, including property, activities, staff, business, and operations. Responsible for all services, programs, budgets, and overall operational and financial performance.
  - Media Representation: Represented the Council in the community, media, and various entities at local, regional, state, and federal levels, maintaining a positive and professional image.
  - Environmental Stewardship: Expanded the trail system through partnerships with land trust agencies and the Department of Defense, developed maintenance plans, and built new trailhead transition areas.
  - Financial Management: Updated purchasing guidelines, authored the first biennial budget, developed a contract monitoring structure, procured a new ERP system, and trained partners and staff on financial management best practices.
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### **Assistant City Manager and Interim Finance Director | Yakima, WA**

**Population: 100,000 | Budget: \$300M. November 2017 – February 2019**

- City Management: Managed and directed city departments, offices, and programs based on the direction and policy of the City Manager and City Council. Assumed City Manager duties and responsibilities as needed, including executive searches.

- Utilities and Airport Oversight: Coordinated department work plans to ensure alignment with Council priorities, environmental goals, regulatory requirements, and best practices.
  - Public Works Support: Assisted the Public Works Director with general operations, policy analysis, HR, finance, and regional collaborations.
  - Financial Oversight: Designed the budget process leading to the adoption of the FY2019 budget. Addressed structural deficits and managed \$1.5M in budget reductions. Oversaw purchasing, utility billing, accounting, and finance, developed the scope for new ERP systems, and updated HR policies for the department.
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### **Public Works Administrator | West Sacramento, CA**

**Population: 60,000 | Budget: \$80M- February 2014 – November 2017**

- Plan Execution: Implemented strategic plans for specific initiatives, ensuring results. Assessed staffing and structures of Public Works, managed the department's budget and human resources, and participated in the Innovation Committee established by the City Manager.
  - Public Finance Management: Managed enterprise and gas tax funds for Public Works, negotiating fair share distribution with the City Manager's office.
  - Utilities Management: Oversaw work plans for water treatment and distribution, negotiated solid waste and recycling franchise agreements, and ensured compliance with NPDES reporting.
  - Human Resources Management: Led all HR activities for the department, enforced policies and SOPs, coached managers, and recruited new talent.
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### **OTHER: 1994-2014**

**Community Development Manager | Richmond, CA. Population: 130,000.**

- Affordable Housing: Identified development partners to produce affordable housing units, worked with nonprofits to protect and retain affordable housing, and produced annual HUD reports. Developed collaborative efforts combining services and housing.

**County of San Francisco, CA. Population: 700,000.**

- Public Services Director | Mayor's Office of Community Development (MOCD)
  - Special Assistant | Mayor's Office of Neighborhood Services (ONS)
  - Contract Administrator | Department of Social Services
  - Legislative Assistant | Board of Supervisors
-

## **Education + Training**

- Evans School of Public Administration – University of Washington, M.P.A.
- University of California, Berkeley – B.A. History
- Denver Peak Academy – Black Belt – Lean Sigma
- John F. Kennedy School of Government – Harvard University, Sloan Fellow
- Cultural Competence: Spanish Bilingual, Latino Bicultural
- USGTF Certified Golf Club Manager



**WAIVER OF RIGHT TO NOTICE UNDER NRS 241.033**

I, the undersigned, hereby affirm that I am aware that NRS Chapter 241 provides that I am entitled to notice of the meeting of any public body which may consider my character, alleged misconduct, professional competence, or physical or mental health, and that the notice must consist of either notice delivered personally to me at least 7 calendar days before the meeting, or notice sent by certified mail to my last known address at least 14 calendar days before the meeting. I hereby waive that notice for the purpose of allowing the Board to expedite consideration of my character, alleged misconduct, professional competence, or physical or mental health in connection with the discussions re: appointment of an interim general manager.

By signing below, I knowingly and voluntarily waive my rights to all written notice requirements under to NRS 241.033. I understand that the Board of Trustees may consider my character, alleged misconduct, professional competence, or physical or mental health at its October 30, 2024 meeting.

  
\_\_\_\_\_

Signature

Ana Cortez  
\_\_\_\_\_

Printed Name

October 21, 24  
\_\_\_\_\_

Date

# Karen Crocker

## General Manager

### Dear Erin Feore

Please accept my resume and cover letter as my application for the General Manager position for Incline Village General Improvement District.

I have extensive experience with over 25 years in Municipal Government and Administration. I have strong leadership and management skills, financial and budgeting skills, along with construction management which includes food and beverage, contract services, maintenance and overall full services recreation programs.

Being a current employee of IVGID, I have developed an excellent rapport with the community of Incline and Crystal Bay. As the Interim General Manager, I have been working with all aspects of District operations. My first priority was to get the Tyler Muni system corrected, which an addendum to the original contract was approved by the Board of Directors. My other top priority was to work with the Finance Department to assist with getting our financials in order, which is being accomplished. I have been reviewing and monitoring the Fiscal 2024- 25 General Fund and other Enterprise funds.

Due to past issues with the District's finances, I have been working very closely with the Local Government of Finance, State of Nevada. Although, my prior work experience has been in California, I have been following the Nevada Revised Statutes (NRS), including the budgeting requirements and dates of submittal.

I am politically astute and pride myself on professionalism, honesty, transparency and interpersonal skills. I am open-minded, possess high values, morals, standards and dedicated hard –working ethics.

Thank you for your time and considering me as a candidate for the position of General Manager with Incline Village General Improvement District.

Sincerely,



# Karen M. Crocker

## Contact



## Professional Objective

To work for IVGID where I can best utilize my comprehensive experience, education, and exceptional ability to lead, motivate and mentor a team of employees to be effective and efficient in delivering quality services and projects that enhance the quality of life within the community. Carry out the goals and priorities of the Board of Trustees and General Manager. To be responsive and sensitive to residents, organizational and environmental needs to preserve and enhance the future organizational growth opportunities through collaborative efforts, strategic and economic planning.

## Education

Saddleback College  
Mission Viejo, California

San Deigo State  
University  
San Diego, California  
BA in Bachelor of  
Science

## Key Skills

Strong Leadership  
Communication  
Budget  
Multi-tasking  
Problem solving  
Accountability  
Customer Service  
High Standards  
Self-Directed  
Positive and  
Motivational

## Experience

**October 2019 – Present**  
**Director of Community Services • City of Placentia**

Director of Community Services for the City of Placentia, California. Responsible for the administration, management, and operation of the Community Services Department, which includes, full-service recreation programs, park, pickleball and tennis courts, athletic and facility maintenance, gymnasium, Senior Center, aquatics, swimming pools, Family Resource Center, and a Navigation Center (homeless shelter). Coordinate with our Police Department, Caltrans, and BNSF for homeless enforcement according to the laws. Preparation and oversight of the annual budget, analyze and monitor, including expenditures/revenues, inventory control, contract administration, joint use agreements and leases. Prepare and monitor the 5-year Capital Improvement Project budget and bid process, which includes request for proposals. Work with the City's lobbyist for grant writing, earmarks, and other resources for various funding opportunities. Construction management and oversight of new construction and renovation projects. Prepare and present City Council reports and power point presentations, prepare new/revised City Council ordinances and resolutions. Possess strong leadership, communication, and mentoring skills to assure accountability, compliance, and customer service of all staff to provide high standards in all aspects of operations and quality of life to residents. Excellent rapport with elected officials, County Board of Supervisors, community groups, school district personnel, downtown merchant's association, and Chamber of Commerce. As a member of the Executive Management Team, formulate and implement City policies and procedures, develop short- and long-term goals and strategic planning.



***October 2010 – January 2016***

**Community Services Director • City of Aliso Viejo**

Community Services Director for the City of Aliso Viejo, California. Responsible for the administration and operation of the Community Services Department and special projects, which includes, contract administration, Food and Beverage Operations, a Conference/Banquet Center, Community Center/Family Resource Center, Aquatic Facility, City Parks, Tennis and Basketball Courts, Ranch Site, City wide special events, annual Community Cup golf tournament, City's website and project manager for Capital Improvement projects. In addition, serve as the City's public information officer and the emergency liaison, public relations, quarterly newsletter, marketing and branding of the City. Prepare, administer, analysis and monitor the department budget, including expenditures/revenues, inventory control, trust accounts and capital improvement projects utilizing a computerized financial accounting system. Prepare and submit written reports, financial reports, recommendations and oral presentations to the City Council. Duties include direct, develop and implement goals, objectives, policies, procedures and priorities of the department and City, contract management and oversight, grant administration, select, supervise, train, mentor and evaluate staff. Work with the Engineering and Public Works Department in the coordination of identifying projects, construction and improvements for Recreation amenities and buildings. Provides oversight and monitoring to ensure a high standard of maintenance and safety of playground equipment, parks, athletic fields, trails, facilities and aquatic center, which includes ADA compliance. Represent the City and serve as a liaison at various community functions, meetings, task forces, ad-hoc committees, special interest groups, school district, outside agencies, county, open space and preservation foundation, friends of the library, business community and Chamber of Commerce. As a member of the Senior Management Team, formulate and implement City policies, develop long range goals, strategic planning and provide support to the City Manager.

***April 2005 – October 2010***

**Community Services Director • City of San Juan Capistrano**

Community Services Director for the City of San Juan Capistrano, California. Responsible for the administration and operation of a comprehensive Community Services Department, which includes recreational programs ranging from pre-school age to Senior Citizens, athletics, special events, facility management/rentals, parks, sport fields, maintenance, multi-purpose and equestrian trails, easements, open space, historical structures, fundraising, marketing, youth prevention programs and Youth Advisory Board. Duties include direct, develop and implement goals, objectives, policies, procedures and priorities of the department; contract management and oversight; grant administration; joint use agreements; select, supervise, train, mentor and

evaluate staff. Prepare, administer, and monitor the departmental budget, including expenditures/revenues, trust accounts and capital improvement park fund budget. Identify, design, and develop new recreational facilities and parks, to include the bid process, contract administration and oversight. Prepare and submit written reports, recommendations and oral presentations to City Council, Parks, Recreation and Equestrian Commission and other City and/or County Boards and Commissions. Serve as Secretary to Parks, Recreation and Equestrian Commission. As a member of the Senior Management Team, formulate and implement City policies, develop long range goals, strategic planning and provide support to the City Manager. Represent the City and serve as a liaison at various community functions and boards.

***February 1990 – April 2005***

**Community Services Manager • City of San Juan Capistrano**

Community Services Manager for the City of San Juan Capistrano, California. Responsible for the day-to-day operations of the department. Areas of responsibility included: budget preparation and monitoring, supervision of recreation division staff, programs, special events, sports, instructional classes, building/park /field rentals, community center, multi-purpose trails, seniors, pre-school, youth and teens, quarterly newsletter, and registration. office. Planned and coordinated the City's annual 4<sup>th</sup> of July celebration and Firework display, tree lighting ceremony and summer concert series. Developed marketing and promotional items. Assisted the Economic Development Department by incorporating "Shop and Dine" in recreation programs, special events, sports tournaments and other large-scale events. Prepared fundraising packets and marketed programs for sponsorship development. Support to the Community Services Director and serve as Acting Director in the absence of Director. Prepared and presented written and oral reports to the City Council and Parks, Recreation and Equestrian Commission. Prepared written speeches for the Mayor for presentations and special events. Represented the City in various community organizations and meetings. Served as the City's steering committee chairperson for the annual return of the Swallow's Day Parade.

***May 1988 – February 1990***

**Community Services Recreation Supervisor • Saddleback Valley Unified School District**

Community Services Recreation Supervisor for Saddleback Valley Unified School District. Responsible for the oversight and management of four (4) County Service Areas and the City of Mission Viejo for Recreation Services. Planned, coordinated and implemented all Saddleback Valley Wide special events, 13 playground sites and teen programs. Prepared and monitored annual budgets and quarterly billings for the County Service Areas and City of Mission Viejo. Prepared monthly, bi-annual and annual reports to the Recreation Advisory Board, City of Mission Viejo and Orange County Board of Supervisors. Supervised a staff of 35 part-time and seasonal employees, including managing



and leading staff, selection of employees, training and development, assignment of duties and projects and monitored performance, progress, and results. Oversight of the Volunteer Junior Leader Program, with 44 volunteers.

***April 1987 – May 1988***

**Recreation Specialist • Saddleback Valley Unified School District**

Recreation Specialist for Saddleback Valley YMCA. Responsible for the operations of a childcare/recreation school site for children ages 5-12. Planned, coordinated, and implemented recreational enrichment programs for students at elementary school. Supervised five (5) employees. Prepared weekly reports, monthly calendars and coordinated special programs with the School Principal.

***1976 – 1984***

**General Recreation Manager • Department of Navy Recreation Services**

General Recreation Manager for Naval Station San Diego, California. As a civilian employee, responsible for the management of three (3) recreation centers within the City of San Diego. Supervised three (3) center supervisors, six (6) full-time employees and fifteen (15) part-time staff. Duties included facility management, budget oversight, prepared profit/loss statements per facility and analysis, facility maintenance contracts, outside consultants. Prepared written and oral reports to various levels of military personnel, including presentations using appropriate protocol and interpersonal skills.

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## **Most Recent Projects and Professional Accomplishments**

**The below are a sampling of projects that show a variety of skill sets that were used to initiate and complete the projects:**

**Design of a new Senior/Community Center** – Within the past year and a half, negotiated a land lease with the County of Orange for a 95 year lease at no cost, to build a 30 sq. ft. Senior/Community Center. Once that was approved prepared a Request for Qualifications for a design firm to prepare a 35% design and engineering plan of the proposed facility. This project is still in the process of completing the second phase which is a 100% design. I have kept the City Council updated on all phases of this project, with various presentations.

**Placentia Park Initiative** – When I first started with the City of Placentia, I did an assessment of the City Parks and Playgrounds. All fifteen (15) parks needed renovation. The playgrounds were outdated, unsafe and installed in the 1970's. Staff, City Administrator and two (2) City Council members spent two days with me, walking each park, where we itemized amenities that

needed to be replaced or repaired. As a result, I presented a five (5) year plan to the City Council where they approved the Park Initiative. The plan was based on a priority list, with safety being the top priority. Within the last one and a half years, 8 playgrounds have been replaced. Currently, in design for two new renovated parks through Proposition 68 grant funding.

**Arroyo Verde Park Renovation** – One of the top priorities of the City Council was to renovate Arroyo Verde Park. Bid the project for a design consultant, conducted community meetings for design concepts, went through the bid process for construction contractor. The park was constructed and a ribbon cutting took place beginning of May 2024. My department was also responsible for the ribbon cutting event.

**Pre-School Building Renovation** – I was the project manager for the renovation and construction of a new interior restroom in an unused City recreation facility. The city recreation facility was unused, as part of the assessment, I submitted a CIP project to renovate the facility to be used as a revenue-based pre-school. This project was under budget and the current pre-school program is thriving.

**Construction of Navigation Center** – Assisted with the design and construction of a Navigation Center (homeless shelter) for our unsheltered residents. As part of a court order by a Federal Judge, the City of Placentia, along with twelve (12) other cities formed the North Spa (North Orange County Service Planning Area) collaborative. Under the Boise decision, the cities were court ordered not to enforce our anti-camping ordinance unless there was a shelter that the unsheltered could be referred to. Therefore, the North Spa combined the Permanent Housing Funds together to provide two regional shelters within the County. The 100-bed facility was built within six months. My department prepared a request for proposal for an operator of the Navigation Center. We opened the facility March 2020 during COVID. The Navigation Center is under my responsibility.

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### Professional Affiliations

Member, National Recreation and Park Association  
Member, National Aquatic Management Association  
Member, California Parks, and Recreation Society  
Member, Rotary Club International



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By signing below, I knowingly and voluntarily waive my rights to all written notice requirements under to NRS 241.033. I understand that the Board of Trustees may consider my character, alleged misconduct, professional competence, or physical or mental health at its October 30, 2024 meeting.

Karen Crocker

Signature

Karen Crocker

Printed Name

10-21-24

Date

September 8, 2024

Incline Village General Improvement District  
893 Southwood Blvd,  
Incline Village, NV 894541

Honorable Board of Trustees:

Herewith is my cover letter and resume for consideration of the Incline Village General Improvement District General Manager position. Working for this organization would be an exciting next step in my career and I would love to work with the Board to lead a unique organization.

I have a 30-year career in City Management, with 28 years of service as a City Manager in three different states. I have worked in a variety of small and large cities, each with different leadership, financial, and capital needs. In two communities of which I have served, there existed a unique tourism-oriented focus. My most recent community in Yakima (98,000) where I served as City Manager, has tremendous tourism around our wine, agricultural, and beer industry. The wine industry is known as one of the top 10 areas for wine in the nation. For craft beers, 80% of the U.S. hops market is served by Yakima hops, and there are a tremendous number of breweries that have developed and attract tourists. Yakima is also known for its recreational opportunities, and has excellent hiking trails, a greenway, youth sports, along with fishing in the Yakima River. Lastly, after completing a large addition to the Yakima Convention Center, Yakima had the third largest Convention Center in Washington State.

Issaquah Washington, where I served as City Administrator, is known as the Trailhead City. Issaquah is the gateway to the Cascades as you leave Seattle, with large protected public lands that are used for hiking and other recreation, like paragliding, horse riding, and mountain bike riding. Issaquah is also home to Lake Sammamish State Park. Nestled on Lake Sammamish, this state park is home to boating, fishing, kayaking, picnicking, youth baseball, youth soccer, as well as nationally televised events, like the professional beach volleyball association. Issaquah also owned two public facilities that were used for private events, like weddings, fundraisers, galas, etc.

In Issaquah, I have managed a community that experienced rapid growth, growing from 27,000 residents to 38,000 when I left. In addition to residential growth, there was large commercial growth including an expansion of Costco Corporate Headquarters and the development of a regional, private hospital. I understand the pressures that can be placed on existing infrastructure and the need for investment in infrastructure to manage that investment.



As City Manager of Yakima, I had 14 direct reports and 753 employees. Yakima is a full-service city providing services in public safety (police, fire, jail, judicial), a regional airport providing commercial service, a transit system, water, storm, and sewer utilities, public works, parks and recreation, finance, human resources, information technology, clerks, community and economic development. The City's overall budget was \$253 million and our general fund budget was \$70 million.

I have significant leadership experience in leading an organization, working closely with an elected board to implement the vision of the organization and set up strategic plans. I have implemented the High-Performance Organization model that focuses on developing management structures and systems that empowers employees to make decisions, develops a common set of organizational values that all employees subscribe, utilizes LEAN principles to create high performance systems and focuses on excellent customer service. I have also taken a leadership role in my profession, serving as a West Coast Vice President for the ICMA (International City County Management Association) and on the board of the Local Government Hispanic Network (LGHN).

I have excellent financial management skills as well, from operational budgets to capital planning. I have used three-year financial forecasts for operations and five-year capital plans to ensure financial sustainability. I have upgraded the bond ratings in Wyoming, Issaquah, and Renton to AAA during my leadership.

Since leaving Yakima in February this year, I have been doing my own consulting work. I want to be selective on which organization I would like to lead during this next phase of my career. When I saw this position advertised on the ICMA job board, it met my criteria of a unique managerial/leadership experience, located in a beautiful outdoor environment with a focus on recreation and sustainability, and an organization with solid board leadership with a focused organizational mission.

I would enjoy the opportunity to lead your organization and am readily available both for an interview, and to begin employment if I was the selected candidate. You can reach me at

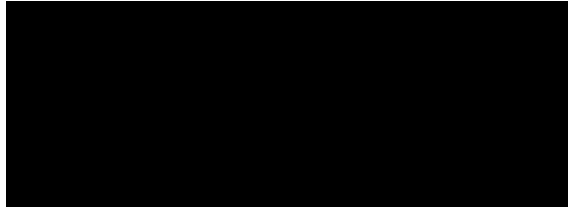
[REDACTED]

Respectfully,



Robert Harrison

## Robert W. Harrison



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### EDUCATION

Master of Public Administration - University of Wisconsin-Milwaukee	1994
Bachelor of Arts – Marquette University	1991
Senior Executive Institute - University of Virginia Cooper Walden Center	2002

### WORK EXPERIENCE

#### President

##### The Harrison Group, LLC (February 2024 – Present)

Owner and President of The Harrison Group LLC. The Harrison Group provides general, public-sector consulting in several public service areas including executive search, strategic planning, council relations, facilitation, community outreach, investigations, public safety programming, and organizational assessments.

#### City Manager (September 2020 –January 2024)

City of Yakima, Washington (100,000 Population)

General Duties: Worked closely with the City Council and Leadership team to achieve Council plans and priorities for the community. Provided leadership for the city in developing the administrative work culture, representation to the community, and partnering with neighboring cities. The City of Yakima has an annual budget of \$251,200,000 and 757 employees.

A sample of the accomplishments include, but are not limited to:

- Led our pandemic response to the community including providing critical grants to our business and non-profit community to weather the storm during the critical points of the pandemic.
- Developed a plan approved by the City Council for the expenditure of \$26.2 million ARPA funds. Utilization of funds have significantly enhanced the City’s financial condition as well as provided investment in critical social infrastructure in the community.
- Continuing work with our elected officials on developing a sustainable financial strategy that will provide more strategic investment in operations and capital investment.

- Completed a 40% increase in square footage the City's Convention Center during the pandemic. Currently negotiating to bring in hotels abutting the Convention Center.
- Secured over \$20 million in state and federal grant funding for a variety of community capital projects. The most significant of which is \$ 11 million for a new pool on the east side of Yakima, a historically disadvantaged part of the community.
- Coordinated with our Leadership Team a comprehensive plan for the reduction of crime within the community, with a focus on domestic violence reduction, pro-active code enforcement, graffiti abatement, and gang initiatives.
- Developed and recruited an excellent Leadership Team built on a foundation of trust and mutual respect. Coordinated focus and resource investment on strategic priorities.
- Focused on economic development at the City of Yakima airport and the convention center district.
- Acquired a vacant neighboring property to city hall and coordinated a space study to consolidate outlying facilities and leases into a new facility and creating a vision for a new civic campus in the downtown area.
- Incorporated LEAN process that led to process improvements in development review, records management, and purchasing.

### **Chief Administrative Officer (May 2018 to May 2020)**

City of Renton, Washington (105,000 population)

General Duties: Worked closely with the Mayor and the City Council to achieve their vision while being responsible for administrative leadership, Council and community relations, and all administrative functions involved with operating a municipal government. A sample of accomplishments include, but are not limited to:

- Active decision making in response to pandemic including nearly 300 employees transferred to telecommuting within a few days, development of an investment framework for use of CARE funds, coordinated budget response to decreasing revenue, worked closely with Unions to make sure employees were informed and safe.
- The City's bond rating upgraded to AAA from AA.
- Issued recreation bonds for the rehabilitation of several parks, fields, and recreational facilities. Built a new fire station and water tower.
- Continued focus on organizational inclusion, with the Inclusion Task Force, and the implementation of the HR Inclusion Tactical Plan.
- Completed evaluation of City's cybersecurity infrastructure and investment to enhance security of City systems. Enhanced telecommuting infrastructure, put in place Renton Responds Citizen service request app and incorporated Zen City into City operations.
- Reorganizing the City's community outreach and communication efforts into a cross functional team to enhance the City's outreach efforts.
- Expanded the intergovernmental program to include focus on Regional, Federal, and County issues in addition to the outreach to the State Legislature.
- Expanded the Renton Results program to include focus on leadership, employee empowerment, LEAN, and refocus on results that matter.

## **City Administrator (October 2010 to January 2018)**

City of Issaquah, Washington (40,000 population)

General Duties: Worked closely with two Mayors and the City Council to achieve their vision while being responsible for administrative leadership, Council and community relations, and all administrative functions involved with operating a municipal government. A sample of accomplishments include:

- Managing an overall budget of approximately \$150 million. Bond rating upgraded to AAA in 2013.
- Introduction of the High-Performance Organization Model and Lean Management into the organization. Known as the “Quah” this organizational culture program is built on developing employees in leadership, teamwork, ethical stewardship, and mutual respect for people with the goal of providing the highest level of public service. Have recruited and developed a high performing Leadership Team.
- Coordination of the Central Issaquah Plan that will guide redevelopment in the Central Core for the next thirty (30) years. Now 10 years into the CIP rezone, the city is experiencing significant redevelopment in the City’s core.
- Recognized national leader in communications and social media.
- Development Agreement consummated with Costco International to retain corporate headquarters in Issaquah and expand with an additional 1.5 million square feet of office space. The city has also consummated development agreements with Rowley Corporation and Lakeside that has resulted in planned redevelopment today and over the next 20 years.
- Reorganization of the Planning and Building Departments, and portions of the Engineering Department into the Development Services Department and streamlined the City’s development review process. Created the Economic Development Department. This reorganization has resulted in enhanced development processes and improved business retention and attraction.
- Development of a new City Health Insurance Plan built on a sustainable economic model which is self-insured and provides enhanced consumer choice. Nearly always a low claims leader within WCIA with a robust risk management program.
- Coordinated the development of the first Platinum LEED level Fire Station in the US. Created the Sustainability Department to implement best sustainability practices within the City and the organization.
- Implemented MUNIS Financial systems including work orders and utility billing. We have revamped the IT Strategy to a cloud-based solution both with MUNIS and the implementation of Office 365.
- Coordinate with the City Council the development of an annual Legislative Agenda and a Regional Agenda to ensure that Issaquah’s policy objectives have an influence regionally and benefits from attention from the State Legislature.
- Development of several planning efforts including the City’s Walk and Roll Plan focused on Mobility, Parks and Open Space Plan Phase I, Confluence Park Master Plan, and Economic Development Strategic Plan.



## **City Manager (August 1998 to September 2010)**

City of Wyoming, Ohio (8,300)

General Duties: Responsible for Administrative leadership as City Manager, working closely with the City Council to achieve Council policy objectives, coordinated community relations, and all administrative functions involved with operating a municipal government, including human resource management, labor negotiations, finance, economic development, budget development, and strategic planning. A sampling of significant accomplishments includes:

- Highly effective coordination, communication, and cooperation with six different City Councils during my tenure to accomplish the Council's and community's objectives.
- Recognized financial excellence. In 2009, upgraded by Standard & Poor to AAA bond rating. Annually awarded the GFOA award for excellence in Financial Reporting and regularly received the State Auditor's award for financial management.
- Introduction and implementation of the High-Performance Organization model into the City's organizational culture. I developed recognized leaders in the City's various departments through mentoring, coaching, and staff development.
- Redevelopment of the City's Central Business District through streetscape and infrastructure improvement, property acquisition and redevelopment, and by attracting significant private investment in buildings and new businesses.
- Tangible investments in the City's infrastructure, facilities, and equipment during my tenure that visibly made the city a more attractive place to live and have enhanced community safety services. Nearly all investments leveraged grant funds.
- Acquisition and development of a Recreation Center (1999) for the community including the opening of the region's premier Community Aquatic Center (2007). Additional recreational enhancements include the development of a community Skate Park, expansion and development of City parks and green areas, playground replacement, park acquisition and expansion, and development of soccer/lacrosse facilities.
- Enhanced the City's telecommunications, social media presence, and management information systems infrastructure by connecting all City facilities with a fiber optic wide area network, implementing a new phone system, introducing a City Manager's blog for community wide contact, developing a social media presence on Facebook and Twitter, and developing a first-class web site. The city also migrated all its Management Information Systems into Incode (Tyler Technologies) in 2008, a modern ERP system.
- Coordinated the redevelopment of a blighted commercial big box property with new high-end condominium units significantly enhancing the City and School District tax base.
- Effectively facilitated cooperation with the Wyoming School District, Hamilton County, and neighboring communities on a variety of initiatives for the benefit of both organizations and the community. Coordinated the development of a 10-Year Master Plan for the Community involving hundreds of community volunteers along with a steering committee. Completed in 2007.
- Oversaw the construction of a new City Water Plant in 1999.

### **ADJUNCT PROFESSOR (2008 – 2010)**

Northern Kentucky University: I taught in the MPA program and have taught graduate MPA courses in Ethics and Human Resource Management.

### **City Administrator/Clerk/Treasurer (November 1996 to August 1998)**

City of Mosinee, Wisconsin (4,050) General Duties: Responsible for all administrative and financial functions. A sampling of significant accomplishments included:

- Spearheaded redevelopment of historic downtown Mosinee by initiating the creation of a Business Improvement District, public investments in streetscape and ornamental lighting and developed public and private partnerships for downtown investments including grants.
- Developed and implemented a financial plan that eliminated a significant general fund deficit and cash deficit and balanced the City books within 2 years through reduction in costs, development of innovative revenue programs, debt reorganization, and receipt of grants totaling over \$500,000 ranging from economic development to telecommunications.
- Spearheaded the development of new business and the retention of existing businesses in the City's Industrial Park through creative marketing, economic incentives, and innovative public/private partnerships and coordinated intergovernmental relations between the City of Mosinee and the Central Wisconsin Airport.

### **Assistant to the City Administrator (January 1995 to November 1996)**

City of Wauwatosa, Wisconsin (50,000)

General Duties: In addition to the normal administrative functions associated with the City Manager's office, I was responsible for producing analysis and reports for the City Administrator, Mayor and City Council; served as city staff representative to a number of City and Intergovernmental committees; assisted in the development of the annual budget, coordinated programs involving multiple departments, managed the City's telecommunications efforts, and created and coordinated a number of innovative customer service improvement programs. Coordinated efforts with the City Administrator and the Planning Director in the development of a high- tech research park.

### **Management Intern (1993 – 1994)**

Village of Whitefish Bay, Wisconsin (14,000)

General Duties: Analysis and report writing for the Village Manager. Coordinated much of the analysis for the creation of a seven (7) community consolidation of fire departments in the North Shore communities of Milwaukee. Also managed code enforcement for the property code.

## Boards, Committees, and Organizations

- **LGHN (Local Government Hispanic Network)**  
Board Member (2013 – 2024); Vice-President for Membership (2019-2022); President Elect (2022-2024)
- **ICMA (International City/County Management Association)**  
ICMA Board Vice President (2013 – 2016); ICMA Board Membership Committee Chair (2016); Government Advisory Committee (2017 – Present); Liaison to the International Hispanic Network, and California, Oregon, Washington & Nevada Associations International City/County Management Association Conference Planning Committee (2009); International City/County Management Awards Evaluation Panel (2009 – 2011).
- **GFOA (Government Finance Officers Association)** Active member of the Re-thinking Budgeting Task Force including twice being a panelist on programs on community participation in budgeting and decision making.
- **SCA (Sound Cities Association)** Board Member (2015-2016) Finance Committee Member
- **WCCMA (Washington City/County Management Association)** Co-Chair: Local Host Committee for 2015 ICMA Conference
- **E-City Gov** Board Member 2010 – 2016 serving as Board Chair 2013 - 2016
- **OCMA (Ohio City/County Managers Association)** Past President – July 2010 – October 2010 President – July 2009 – June 2010 Vice-President - July 2008 – June 2009 Treasurer - July 2007 – June 2008; Board Member 2003 - 2010
- **Promote Wyoming Committee** – Recognized as Wyoming Citizen of the Year in 2003



**WAIVER OF RIGHT TO NOTICE UNDER NRS 241.033**

I, the undersigned, hereby affirm that I am aware that NRS Chapter 241 provides that I am entitled to notice of the meeting of any public body which may consider my character, alleged misconduct, professional competence, or physical or mental health, and that the notice must consist of either notice delivered personally to me at least 7 calendar days before the meeting, or notice sent by certified mail to my last known address at least 14 calendar days before the meeting. I hereby waive that notice for the purpose of allowing the Board to expedite consideration of my character, alleged misconduct, professional competence, or physical or mental health in connection with the discussions re: appointment of an interim general manager.

By signing below, I knowingly and voluntarily waive my rights to all written notice requirements under to NRS 241.033. I understand that the Board of Trustees may consider my character, alleged misconduct, professional competence, or physical or mental health at its October 30, 2024 meeting.

Robert W. Harrison

Signature

ROBERT W. HARRISON

Printed Name

10/22/2024

Date

**Blaine Oborn, ICMA-CM, MPPA**



September 10, 2024

Incline Village General Improvement District, NV

Dear Human Resources:

Please consider this cover letter for the General Manager position. Your consideration is appreciated.

I have over 20 years of experience as a local government professional manager, over 38 years of experience in government, 4 years of experience as a part-time college instructor, and my education consists of a master's degree in public/policy administration (MPPA), bachelor's in business/accounting, and an ICMA Credentialed Manager (ICMA-CM). I have been acknowledged as an innovative leader with demonstrated ability to improve government finances, be innovative, establish new programs, passage of four voter referendums, support Main Street America in three states, collaborate with others to improve a community, and provide leadership and vision to governing bodies and staff. I am a formidable candidate for this opportunity with these accomplishments, experience, and skills.

I recently served as the City Administrator for the City of Oak Harbor, Washington with a population of 24,940 and a full-service city. I am a well-rounded seasoned professional local government leader with extensive experience in local, state and the federal levels of government. Current accomplishments include leadership through the pandemic, handling extensive and sensitive Public Works Department personnel issues, lobbying and securing grant funding, creation of a Parks & Recreation Department, pursuing economic development grants, redevelopment, and closure of a \$117 million capital project.

I offer this leadership, experience, education, and conceptual and problem-solving skills along with my dedication as a professional through personal expertise and my motivation for imparting such knowledge to others. I have a proven ability to plan, coordinate and lead in the area of public & fiscal policy. My full range of experience and proven skills will assist in providing excellent leadership to the full range of administrative/executive functions and in dealing with issues facing your organization.

I thank you for allowing the opportunity to share my qualifications and background in this letter and the attached resume.

Sincerely,  
*Blaine Oborn*

## **WORK EXPERIENCE**

City Administrator, City of Oak Harbor, Washington (August 2018 – February 2024). Chief Administrative Officer (CAO) reporting to a strong Mayor for City with a population of 24,940 and \$60 million combined budget with approximately 185 employees. Services included: Public Works with engineering, streets, water distribution, wastewater treatment & collection, stormwater, solid waste, and central services; Parks & Recreation with parks, marina with 450 slips, and senior/recreation services; Development Services with planning and building permitting; Police with 29 sworn officers and support staff; Fire/EMS with about 14 full-time and 30 part-time employees; Finance; Humans Resources; and Executive/Administration. Accomplishments include: Voters approvals of: 1) Local transportation sales tax, 2) Second fire station bond, and 3) Increased fire staffing levy; Splash park opening; \$117 million Clean Water Facility Construction Project audit and closing resulting in savings and reduction in sewer rates; Creation of Parks & Recreation Department; Support of National Main Street Program; Fair labor negotiations with three unions; and strong legislative outreach and securement of numerous grants. Strong leadership skills building a collaborative and dynamic team working to improve the community we served; excellent communication skills; extensive knowledge in strategic planning and budgeting; and advanced conceptual and problem-solving skills to address firsthand issues facing the City.

City Administrator, City of Lake Geneva, Wisconsin (May 2015 – August 2018). CAO reported to eight-member Council and Mayor for City with a population of 8,500 (daytime tourist population of up to 40,000) and \$15 million combined budget with approximately 90 full-time and 150 part-time/seasonal employees. Services include: Parking with \$1 million annual revenue; Public Works with streets, parks, cemetery, water, sewer, and stormwater; Lakefront with Riviera concourse shops and ballroom, piers, boat landing, beach, and boat slip and buoy rentals; Police with 24 sworn officers and dispatch; volunteer/part-time Fire/EMS; Building and Zoning; Clerk; Finance; City Tourism Commission; and Library. Accomplishments include implementing merit pay plan, closing solvent Tax Incremental Financing (TIF) District, implementing a compensation policy with evaluation merit increases, closing an extensive and sensitive police department personnel issue, consolidation of services for improved efficiency and cost savings, and increasing public safety services without raising property taxes.

City Administrator, City of Rhinelander, Wisconsin (August 2011 – May 2015). CAO for City with population of 8,300 (daytime population of 13,000) and \$12.5 million combined budget with approximately 100 full-time and 100 part-time/seasonal employees. Accomplishments include positive leadership in tough times, local voter approved tourist sales tax, supported National Main Street Program, improving bond rating, fair labor negotiations with four Unions, created Tax Incremental Financing (TIF) Districts for \$78 million facility, and managed \$10 million in capital infrastructure projects.

Village Administrator, Village of Kronenwetter, Wisconsin (July 2009 – August 2011) with a population of 7,210 covering 52 square miles. Work accomplishments in the following areas includes: successfully managing \$6 million budget; infrastructure improvements including \$440,000 bicycle path grant, two subdivision developments, state transportation interchange project, water tower painting, sewer lift stations rehabilitation; economic development by obtaining zip code recognition, managing four tax incremental districts, and obtaining \$25,000 CDBG grant; and finance with controlling budget to maintain fund balance reserves and capital replacement fund.

***BLAINE OBORN, ICMA-CM, MPPA***

**WORK EXPERIENCE (Continued)**

City Administrator, City of Ronceverte, West Virginia (June 2005 – July 2009). Successfully managed all the affairs of a small but complex full-service City with 21 full-time employees and up to 20 seasonal employees. Work accomplishments includes: successfully managing meager government resources; infrastructure improvements including a \$3.5 million water grant and loan project, a \$200,000 streetscape grant project, a \$100,000 land and conservation grant project, and a \$1,500,000 sewer loan project; supported National Main Street Program, revitalize the downtown bringing in 10 new businesses, and a \$200,000 brownfields assessment grant project; development by bringing in two new developments, and a \$3 million developer funded water and sewer line extension; and finance with implementing a plan to pull the City out of an inherited deficit.

Adjunct Faculty, Greenbrier Valley Campus of the New River Community and Technical College, Lewisburg, West Virginia (August 2005 – June 2009) teaching business communications courses.

Interim Fiscal Positions, (December 2003 – June 2005).

Finance Director, City of Angels Camp, California (April 2002 – November 2003). Planned, organized, and directed a staff of five in the Finance Department of a full-service City including water and sewer utilities with 39 full-time employees and \$6 million operating budget and \$9 million capital projects budget. Accomplishments include: produced operating budget with comprehensive analysis, produced city's first capital projects budget, cleaned up grant reporting so City did not lose funding, properly accounted for water and sewer special fees enabling City to embark on ambitious ten-year project plans, prepared analytical reports and spreadsheets for decision makers, and improved financial records.

Accounting Grants Manager and Fiscal Analyst, State of California, Sacramento, California (July 1989 to April 2002). Last position supervised staff of 18 performing administration duties including accounting and grants management for a state agency with 1,000 employees, an annual operating budget of \$100 million, annual outgoing local assistance grants of \$150 million, and incoming grants of \$12 million.

Accountant/Student Intern, United States Air Force at McClellan Air Force Base, California in Accounting & Finance (June 1986 to July 1989) as a civilian employee and in an intern program.

**EDUCATION**

Master of Public Policy and Administration (MPPA); California State University, Sacramento; May 2001.

Bachelor of Science in Business Administration (Accountancy) and Minor in Economics; California State University, Sacramento; May 1988.

**ACHIEVEMENTS:**

International City/County Management Association - Credentialed Manager (ICMA-CM), 2023-Present.  
ICMA. 20 year Membership Recognition in 2023.

Economic Development Council of Island County Board Member, in Coupeville, WA, 2019-2024.

Special Olympic Coach, in Oak Harbor, WA, 2020-2024.

Oneida County Leadership Graduate, in Rhinelander, Wisconsin, 2012.

Citizens Academy Graduate, from Rhinelander, Wisconsin Police Department, 2012.

Public Official of the Year Award from the West Virginia (WV) Governor for WV Main Street, 2007.

School Board Member, Camptonville Academy Public Charter School, Grass Valley, CA. 03/02- 04/03.

4H Leader for therapeutic horseback riding program in Yuba City, California, 1999-2002.



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A handwritten signature in black ink, appearing to read "Blaine Oborn", is written over a horizontal line.

Signature

Blaine Oborn

Printed Name

10-21-2024

Date



Dear IVGID Board of Trustees,

Please be advised that I have recently submitted an application and resume for consideration for the General Manager position for IVGID.

After moving to Crystal Bay, Nevada in 2022 on a full time basis, I have been involved in the local community thru my interest in golf, skiing, and other recreational activities.

Through these activities I have noticed many challenges that IVGID is facing in managing many of these venues as it relates to meeting the needs of the customers. I have voiced a few of these concerns at the Board of Trustee meetings during the public comments portion of the meetings.

Prior to moving to Crystal Bay, Nevada I spent 38 years in Fresno California building a food manufacturing business that served the Food Service industry. We supplied many large customers like McDonalds, Starbuck's, Dunkin Donuts, and several others in top 100 restaurant chains, fruit and flavor based products. We operated 4 manufacturing plants in both the west and eastern parts of the US Market. We employed over 1200 employees and had revenues in excess of \$600 Million dollars. We sold our company in 2017 and continued to assist the new owners until 2021 when I retired.

In reviewing IVGID and the tremendous history it has in developing the assets it has accumulated since 1961, we are all quite fortunate to live in such a beautiful location with these resources.

With my background in building and managing a business from humbling beginnings to become a major corporation in the Food Industry, I see many opportunities to utilize my talents to help IVGID reach new heights in delivering world class service to it's customers in order to improve the execution of IVGID'S mission and to improve relations with the local community.

Upon your review of my attached resume please advise if you have any additional needs or questions.

Thank you for your consideration regarding this opportunity.

Best Regards,

Kent Walrack



# KENT WALRACK



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A highly skilled executive with experience in leading 4 different organizations including a 38-year career with Lyons Magnus, a Food Manufacturer for the Food Service and Retail industries. While serving as the President/Chief Operating Officer at Lyons Magnus I served on 3 additional Boards related to the food industry. These include the National Restaurant Association based out of Washington DC, the International Food Manufacturers Association based out of Chicago, ILL and Sunnyside Country Club based out of Fresno California. In each of these organizations I was elected as the Chairman of the National Restaurant Association Educational Foundation in 2022, Chairman of the International Food Manufacturers Association in 2013, and I was elected at the President of Sunnyside Country Club in 2007.

During my career with Lyons Magnus which included roles as the President/Chief Operating Officer and Executive Vice President, Chief Strategy Officer, I was responsible for growing revenue on average double-digit percentages each fiscal year and achieving our net income objectives each fiscal year during my tenure. We operated 4 manufacturing plants located in Fresno, California, Walton, Kentucky, Beloit Wisconsin and Cleveland, Ohio. We also employed over 1200 employees in managing our business. I have experience in performing under both a Family-Owned operation as well as a Private Equity owned company. As the past President and Chief Operation Officer I had responsibility for the development and execution of our Annual Operating Budget which had revenues exceeding \$600 Million as well as the development and execution of our 5-year strategic plan.

After recently retiring from Lyons Magnus, my strategy is to use my 38 years of experience to lead an organization to help achieve the goals for the entity. My vision is to dedicate the next 8 years of my career in a role where I can make the most substantial impact. My value proposition is my leadership skills as I have a long history of hiring and keeping top talent that performs at the highest level to achieve our stated objectives.

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## PROFESSIONAL EXPERIENCE

**Crystal Bay Ventures, LLC**, Crystal Bay, October 2022 to present.

Principal Owner of a Consulting Company I started in 2022. My focus is to assist companies to succeed in the Food Service Industry. My first client is a company called Hyer who is focused on providing labor on demand for the Food Service and Retail Industries. I was successful in gaining the endorsement of the Council of State Restaurant Associations in offering this service thru all 50 State Restaurant Associations in the US Market.

**Lyons Magnus**, Fresno, CA, 1983 – September 25, 2021.

**Executive Vice President, Chief Strategy Officer**, October 2018-September 2021

Focused on executing Mergers and Acquisitions for the company. Led the acquisition of Tru Aseptics based out of Beloit, Wisconsin which specialized in manufacturing low acid beverages for the retail and foodservice markets. Also, led the acquisition of Phillip's Syrups based out of West Lake, Ohio which specialized in the manufacturing of syrups and sauces for the specialty coffee market. In all we managed a pipeline of 359 companies that were potential acquisition targets that we researched and executed an outreach strategy to schedule introductory meetings.

**President/Chief Operating Officer**, 2005 – September 30, 2018

Was responsible for the execution of our annual Operating Budget to deliver our Sales, Sales Deductions, Cost of Goods, Gross Profit, Operating Expenses, and EBITDA projections for each fiscal year. Responsibilities included, Sales & Marketing, Corporate Accounts, Purchasing, Human Resource, Dairy/Industrial Division, and our Dispensed Beverage Operations Division. Managed a several hundred-million-dollar budget each Fiscal Year and have a history of delivering year over year improved results. Have responsibility for 109 direct employees and 50 Food Brokers who employ approximately 1,000 employees who sell Lyons Magnus products in the United States.

## Key Achievements:

- Negotiated a Licensing Agreement with Ocean Spray to sell Ocean Spray Branded Dispensed Juice Products.
- Led the team that developed the Smoothie Platform for McDonalds that was introduced in 2014. We successfully launched the Smoothies in the US market and was named the lead developer for the program by McDonalds.
- Negotiated a Licensing agreement with the National Restaurant Association to sell a line of “Pro Start” Sauces to benefit the NRA culinary educational efforts in training high school students about our industry.
- Negotiated a Licensing agreement with the Tata Group to market Tetley Tea and Eight O’Clock coffee brands for the US market.
- Posted a 42% Net Pre-Tax Earnings increase in the Fiscal Year 2017.
- Acquired a company called Thirsty Ventures Inc. (TVI)/Maui that allowed us to integrate this company into Lyons Magnus.
- Achieve annual savings of approximately \$3.0 Million in purchasing strategies to reduce our costs.
- Created a purchasing strategy to take positions on Orange Juice Concentrate and trade them via an EFP to reduce our Orange Juice Costs.
- Was named a Sysco “Gold Level” supplier in 2017, which is a prestigious award in the industry. We were given this distinction over companies such as Pepsi, Coca Cola/Minute Maid and Nestle/Vitality.
- Sold General Mills our first Fruit Preparations during this time.
- Participated in the annual supplier summits for McDonald’s and Starbucks where only the top suppliers are invited.
- Sponsored the Sahara Burst Shoot-Out promotion, an incentive trip offered to the Sysco Marketing Associates to sell Lyons Magnus Sysco Branded beverage products. Grew into a highly effective strategy where we grew sales 30% during the promotion each fiscal year.
- Sponsored the “Big Apple” Promotion where incentives to the Sysco Marketing Associates were offered in our Fountain Products category. Sales would increase 30% to 40% during promotional periods, double digit growth was achieved on an annualized basis.
- Acquired Dispenser Services of Texas, which was a company that supplied equipment and service strategies for dispensed beverages. This was a strategic purchase that helped build our footprint into the Dispensed Beverage business.
- Merged Florida Juice Products into Lyons Magnus which gave us seven new employees and the Sysco Private Label Juice Business for Frozen Juice on the East Coast.
- Acquired the rights to the Florida First Brand which was critical to our Frozen Juice sales for the Martin Brothers Account.
- Formed a strategic relationship with Intellibev, who would represent Lyons Magnus in the AM/PM Convenience Store Market.
- Acquired the Dispensed Beverage business from Peace River that allowed us to arrange a straight co-pack relationship with Peace River that reduced our costs and lifted any marketing restrictions we had on Dispensed Beverages.
- Lyons Magnus received 16 consecutive annual Top 100 Vendor Awards with the Sysco Corporation. We were one of only three other manufactures in the Food Manufacturing industry that received this distinction for 16 consecutive years.
- Purchased the assets of the Cascade Beverage Company based in Vancouver, Washington. We utilized this acquisition to expand our beverage foundation in the Pacific Northwest.
- Recruited a Head of Human Resources, which implemented a Human Resources department. The HR department has been instrumental in filling 350+ full-time positions including all levels (Coordinators, Managers, Directors, and VPs) and modernized and streamlined all HR processes, including a job requisition system, Human Resources Information System, new hire orientation, exit process, and workplace accident investigations.
- Sold the Dannon account in providing Fruit Preparation for their yogurt products during this time frame.

- Restructured our Dairy/Industrial Division to hire a new Vice President of Sales, as well as three new staff members to strengthen this department.
- Negotiated a joint marketing relationship with Vitality Foodservice to provide Equipment and Service for our Bag-in-Box Juice category. We sold the largest Nursing Home Chain in the US market, Beverly Enterprises, in executing this program.
- Hired a Product Developer to execute the introduction of a new Healthcare line of products. Products were created to offer solutions for residents suffering from dysphagia, unintended weight loss, bowel management and hydration. We introduced approximately 70 new products that has since developed into a \$110 Million dollar category.
- Merged the Rocky Mountain Coffee Company into Lyons Magnus and picked up two key employees that contributed to our beverage category for more than 10 years.
- Traveled to the Pacific Rim and contacted our Asian Master Distributor. Hired a local resource to assist our efforts to build increased sales in the Pacific Rim.
- Created a joint marketing alliance with the Thirs Tea Corporation. Lyons Magnus assumed billing of the Thirs-Tea products and represented Thirs Tea products on a national basis.

#### **Other Positions held within Lyons Magnus:**

**Senior Vice President, Sales and Marketing**, 2001-2005, Fresno, Ca

**Vice President of Sales**, 1997 – 2001. Fresno, CA.

**National Sales Manager**, 1994-1997. Fresno, CA.

**Western Division Sales Manager**, 1991-1994. Fresno, CA.

**Field Sales Coordinator**, 1988-1991. Fresno, CA.

**Regional Sales Manager**, 1985-1988. Pleasanton, CA.

**District Sales Manager**, 1983-1985. Sacramento, CA \*Was awarded Lyons Magnus Salesman of the Year in 1985

#### **EDUCATION**

BS in Business Administration with an Emphasis in Marketing, Boise State University, Boise, ID, 1981 - 1983

Undergraduate Studies, University of Washington, 1979 - 1980

#### **AFFILIATIONS**

- Current Board Member of the National Restaurant Association (NRA), Term 2015-2023
- Named to the Board of Trustees for the National Restaurant Educational Foundation (NRAEF), 2016
- Named as the Vice Chair of the NRAEF for 2021
- Elected as the Chairman for the National Restaurant Association Education Foundation (NRAEF) for 2022
- California Restaurant Association (CRA), Board Member, 2017-2023
- Past International Food Manufacturer's Association (IFMA), Chairman, 2013
- International Food Manufacturer Association (IFMA), Board Member, 2003 - 2016
- International Food Manufacturer Association (IFMA), Key Person Award Winner, 2013
- International Food Manufacturer Association (IFMA), Sparkplug Winner, 2011
- Inaugural winner of the Food Service Sales & Marketing Partnership Award, 2012
- Foodservice Sales & Marketing Supplier Council Member, 2012
- President of Sunnyside Country Club, 2007
- Board Member of Sunnyside Country Club, 2001-2007

#### **HOBBIES**

- Investing, Traveling, Golfing, and Exercise



October 21, 2024

Kent Walrack  
Address on File

Via email to: [kwalrack@outlook.com](mailto:kwalrack@outlook.com)

Re: Waiver of notice of meeting of the Incline Village General Improvement District  
Board of Trustees on October 30, 2024

Mr. Kent Walrack,

In connection with the District's consideration of Discussion Re: Interview, and possible Appointment of the District General Manager, please sign and return the waiver of notice on the following page at your earliest convenience but no later than 5:00 p.m. on October 25, 2024. The form may be returned in person at the District offices or by email to [HHW@IVGID.org](mailto:HHW@IVGID.org).

If you do not wish to sign the waiver, please be advised that the District may nonetheless consider your character, misconduct, competence, or health so long as it otherwise complies with the notice requirements of NRS 241.033. This waiver is an optional way to forego such formal notice procedures, but if you decline to sign this waiver, the District may proceed with discussion of these matters after providing you the requisite notice.



**WAIVER OF RIGHT TO NOTICE UNDER NRS 241.033**

I, the undersigned, hereby affirm that I am aware that NRS Chapter 241 provides that I am entitled to notice of the meeting of any public body which may consider my character, alleged misconduct, professional competence, or physical or mental health, and that the notice must consist of either notice delivered personally to me at least 7 calendar days before the meeting, **or** notice sent by certified mail to my last known address at least 14 calendar days before the meeting. I hereby waive that notice for the purpose of allowing the Board to expedite consideration of my character, alleged misconduct, professional competence, or physical or mental health in connection with the discussions re: appointment of an interim general manager.

By signing below, I knowingly and voluntarily waive my rights to all written notice requirements under to NRS 241.033. I understand that the Board of Trustees may consider my character, alleged misconduct, professional competence, or physical or mental health at its October 30, 2024 meeting.

*Kent Walrack*  
Signature

Kent Walrack  
Printed Name

10/21/2024  
Date

## **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:** 08/24/2023

### **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, in alignment with Board directions and strategy, 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 Board approved 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), Ski 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, though experience in senior leadership role within the private sector will also be considered. 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.

**I have read and understand this explanation and job description.**

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee Name:** \_\_\_\_\_