The below comments should be included in the next board packet and minutes of that same meeting.

The detail of projects by venue for the recently approved Five Year Capital Improvement Plan sent to the State has not been posted to the website under the heading 5 Year Capital Project Summary. Also the one year Capital Project Summary is posted in two places the Budget and the 5 Year Capital Project Summary.

Since the same information is reported to the State as a Five Year Capital Improvement Plan, which it actually is a Plan, then some consistency in nomenclature would be appreciated. I suggest changing the website heading to be consistent with the State.

Also the Carryover project sheet was included in the Debt Management Policy on the website has nothing to do with debt management and should be up in the 5 Year Capital Project Summary which has the wrong name as mentioned above.

The Website heading entitled Debt Management Policy has a report called IVGID Indebtedness Report so the reader would not know the difference.

Also the Five Year Capital Improvement Plan on form 4411LGF is included on the Website under Debt Management Policy which has no relationship with one another, other than being approved at the same time. They are separate reports filed with different agencies. Unless one knew what form 4411LGF was, one would not know that it was the Five Year Capital Improvement Plan which IVGID calls the 5 Year Capital Project Summary.

This is really messy and extremely confusing to any reader. I request that this be corrected or put on a future Board Agenda.

The simple answer is no one would know where to look for the Five Year Capital Improvement Plan.

Cliff Dobler
Trustees,

FYI - After Many phone calls, responsibility denials, and followups - both the sinkhole from last winter I complained about has been filled, as well as the sand burdened sidewalk, was swept for the first time in over 2 years. "Thank's for saving us a law suit," responded Danny the Highway 28 Incline, NDOT manager, when he called to tell me it was done. No Law suits! Sorry "Trustee #6" Guinasso. NOT!

Steve Dolan

P.O. 4438
Incline Village, NV 89450
775-843-7244
From: Gail Krolick <sellingtahoe@sbcglobal.net>
Sent: Thursday, August 31, 2017 8:46 AM
To: Herron, Susan
Cc: Joseph Wolfe; Kendra Wong; Horan, Phil; Matthew Dent; Tim Callicrate; Peter Morris; Pinkerton, Steve J.; Cliff & Ellie Dobler
Subject: Re: Concern

Good morning all,

This will be my last communication to all of you as my original email was to ensure that it was understood this information came from an IVGID employee which I truly can not understand why?

If you felt my previous email was to imply you were spreading rumors that was not my intent and I apologize to you. I told you I would find out what was going on and I did.

I am pleased this is now out in the open and the facts are out and can be discussed like rationally humans.

Regards,
Gail Krolick

President, 2017
Incline Village Board of Realtors

Sent from my iPhone

On Aug 31, 2017, at 8:25 AM, Herron, Susan <Susan_Herron@ivgid.org> wrote:

Dear Mr. Wolfe,

I am acknowledging receipt of your correspondence which will be included in the next Board packet.

Have a wonderful Thursday!

Susan A. Herron, CMC
Executive Assistant/District Clerk/Public Records Officer
Incline Village General Improvement District
893 Southwood Boulevard, Incline Village, NV 89451
P: 775-832-1207
F: 775-832-1122
M: 775-846-6158
sah@ivgid.org
http://ivgid.org

From: Joseph Wolfe [mailto:jwtahoe@gmail.com]
Sent: Thursday, August 31, 2017 8:16 AM
To: Gail L. Krollick <sellingtahoe@sbcglobal.net>
Cc: Kendra Wong <kwong.ivgid@gmail.com>; Horan, Phil <Horan_Trustee@ivgid.org>; Matthew Dent <dent_trustee@ivgid.org>; Tim Callicrate <tim_callicrate2@ivgid.org>; Peter Morris <Peter_Morris@ivgid.org>; Steve Pinkerton <stevepinkerton@ivgid.org>; Herron, Susan <Susan_Herron@ivgid.org>; Cliff & Ellie Dobler <cfdobler@aol.com>
Subject: Re: Concern

To all listed in the To: and CC: of this email,

Please note that a Deed of Trust was executed between Matthew Dent and Tara Madden, husband and wife and Clifford F. Dobler and Iijosa A. Dobler Trustees of the Dobler Family Trust. It is Washoe County Recorder Document # 4371589 and signed on August 2, 2017.

Mrs. Krollick I was not spreading rumors as you implied to all of the other people addressed in this email.

Perhaps this is enough information to let the IVGID Board of Trustees ask that the District Attorney or the Attorney General of Nevada to investigate this transaction as it certainly raises questions.

Why would an IVGID Trustee enter into a business transaction with a citizen that has displayed his intentions of destroying the very entity upon which Board he sits?

Thank you.
Joe Wolfe

On Aug 30, 2017, at 2:53 PM, Gail L. Krollick <sellingtahoe@sbcglobal.net> wrote:

Good afternoon,

Please note on this email that I have copied all current IVGID Trustees, General Manager Pinkerton, Executive Assistant/Clerk to the Board of Trustees, Ms. Susan Herron, former Trustee Joe Wolfe and community member Cliff Dobler.

As you all are aware I am a past Trustee and Former Chair of IVGID and have not been involved with IVGID other than with issues that are personally concerning to me and I have voiced my concerns through the proper channels. However, this is one
issue that is personally upsetting me to the point that I am emailing all of you. Below is a summary of a conversation I had while attending a luncheon on Friday, August 25th with community member and former IVGID Trustee Joe Wolfe.

Joe and I were exchanging pleasantries prior to the start of the luncheon when I ask Joe, "Joe, what are we going to do with IVGID and all the controversy surrounding it." Joe smiled and said "more importantly, did you know that Cliff Dobler gave Dent $400,000 to purchase his home and as far as he was concerned Dent sold his soul."

As a local Realtor and co-owner of our Brokerage, I knew that Dent had purchased a country club mall unit as I review the Multiple Listing Service (MLS) several times a day. I also knew that Dent was closing escrow on a country club mall unit as my husband and I had conversation with Dent about his purchase all of which I shared with Joe. I asked Joe "where did he here this information?" He told me "IVGID." Shocked, I asked Joe "who told him this information at IVGID." His response was,"I'd rather not say." I told Joe "I will then find out." He asked me "how" and I simply replied, "I will ask them both." People who have known me for a long time or are just getting to know me understand that I am a "straight shooter" and I ask the tough questions. With that being stated, this is why all of you are copied on my email. Since my conversation with Joe on August 25, 2017 I have asked both Cliff Dobler and Matthew Dent and I am satisfied with their response to me.
My concern is two fold. One, why would IVGID (presumably an IVGID employee) share a "rumor" to a former IVGID Trustee and two, why is an IVGID employee researching a current Trustee's personal affairs? As a former Chair of IVGID and a long time community member this type of "talk" must STOP! This of course, is happening all across our country and simply dividing not only our country but our local community as well.

I would ask that Chairman Wong address this issue with her Board of Trustees and discuss with General Manager Pinkerton.

Our community has not been this "ugly" in a very, very long time and I trust the Board of Trustees and General Manger Pinkerton will do everything in their power to correct.

I thank you all for your service.

With Sincere Thanks,

Gail L. Krolick

Gail L. Krolick
2017 President
Incline Village Board of Realtors
Alpine Realty International
Realtor/Property Manager
(775)741-3105 Cellular
www.AlpineRealtyTahoe.com

Joseph Wolfe
jgwtahoe@gmail.com
Dear Chairwoman Wong:

In my communication to you on June 20th regarding my support for IVGID's acquisition of the DW Reynolds Building, I indicated to you that I would meet with Claudia Anderson to obtain Parasol's input on the acquisition. Additionally, since there are numerous falsehoods (a nice way of saying downright lies), muckraking, and slanderous statements being made about IVGID employees, I also met with Susan Herron to obtain the actual facts associated with how IVGID maintains public records. All I can say is the shameful activity of certain Incline residents is astounding. Unfortunately, most residents will not take the time to discover the truth about situations. Like followers of Jim Jones, they drink the Kool Aid and actually think they are doing the right thing, never stopping to consider the agendas of the people who are distorting facts and spreading lies.

On June 21, Claudia Anderson and I met for a long conversation about the acquisition and direction of Parasol. Since my husband and I have lived in Incline over 21 years, we were here when Carla Hanson and Warren Trepp first started Parasol. The community looked very different at that time. We had a thriving middle class, most residents were full-time, the schools had difficulty accommodating all the students, and Incline's infrastructure was strong. We are not the same community today. I have provided a brief summary of the topics Claudia and I discussed.

- The community has changed dramatically from 21 years ago; and therefore community needs have changed too.
- Parasol's purpose is to meet community needs as effectively and efficiently as possible; that is its commitment to its donors.
- Parasol's purpose remains the same: Parasol has NOT changed its purpose and has consistently operated in alignment with its mission and will continue to do so.
- Parasol is financially healthy; Parasol is NOT in financial trouble and this is not a "bailout."
- Parasol has always operated the DWR Center in accordance with the original land lease with IVGID; Parasol is NOT in default of its current land lease with IVGID and will NOT be in default in the future.
- Parasol will still run a non-profit center in the DWR Center, paying rent for the office space to IVGID for the non-profit center, giving IVGID an income stream to offset building operation costs.
- **Parasol has the full support of the Donald W. Reynolds Foundation Board regarding this land lease modification proposal; there are no longer any grant restrictions in place that prohibit this land lease modification.**
- The Parasol Board initiated the lease modification proposal and supports it unanimously.
Parasol has an exceptional rating with Charity Navigator, achieving five out of five stars for its transparency.

There have been rumors around town that certain non-profits were "kicked out" of Parasol because the "rich people did not like the clientele." This is utter nonsense. As you know, I worked as a grant writer for Sierra Nevada College. All grant applications have certain criteria associated with the not only getting the grant, but renewing the grant. If a group does not meet the criteria associated with grant renewal, it must take responsibility for not doing so. Unfortunately too many groups in the town want to point fingers as to why they lost a grant. I have often been told when one is pointing a finger at someone else, remember three fingers are pointing back at the person/group doing the accusing. I would submit that either the groups chose not to renew their grants OR they refused to meet the qualifying renewal criteria.

Our Village Voice

Recently I was introduced to a Facebook page called Our Village Voice, the National Enquirer of Incline gossip, rumor, innuendo, and falsehoods. Frankly, alarmed by what I read, I arranged a meeting with Susan Herron to find out the facts. You should note that when I wrote a post on the Village Voice pointing out the facts about how IVGID handles the storage of public information, my post was deleted by someone. The writers of the Village Voice simply do not want the truth being told. So here are the facts:

- IVGID's emails are easily accessible for 30 days. After that period of time, the emails are archived, but are not deleted.
- IVGID's storage of public records meets or exceeds the requirements defined by the Nevada Legislature and Nevada State Library, Archives, and Public Records programs.
- IVGID's storage of public records was reviewed by the judge in the Aaron Katz case. IVGID was found to be in compliance with all laws.
- Residents of Incline can go to [https://www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas](https://www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas), under Tuesday, August 22, 2017, General Business F12 and F13 and take a look at the policies associated with storage of public records and emails. Of course, this would require doing research to find the truth, which most do not want to do.

The fact that Our Village Voice has not taken a single step to correct its misinformation makes it a garbage site, at best.

Reculsal of Matt Dent Voting on Anything Associated with Cliff Doehler

Recently I was made aware of a $400,000.00 loan transaction between the Doehler Family Living Trust and Matthew Dent. It is true -- public document #4731589 with the Washoe County Recorder. While I assume everything about the transaction is legal, this financial arrangement erases any objectivity Matt Dent has with regard to Cliff Doehler. Since Cliff is rallying the naysayers on so many IVGID issues, I would assume that the Trustees would insist that Matt Dent recuse himself from voting on ANY of these issues.

In summary, I am particularly concerned about this due to the upcoming Let's Make IVGID Better community forum. I have attached the flyer for your review. I do not believe the truth will be told in the meeting. It is categorically unfair to the residents of Incline Village.

Please feel free to forward this to all the Trustees.

Thank you.

Dolores Holets
998 Fourth Green Drive
Copy of Email Sent to you on June 20th

Dear Chairwoman Wong,

Recently I was forwarded an email that contained a communication to all IVGID Trustees from Carol and George Del Carlo voicing their lack of support for the acquisition of the DW Reynolds Building. Because I believe that it is critical to research the facts prior to sending out emails, I asked for a meeting with Steve Pinkerton to separate fact from fiction, innuendo or rumors. Steve and I met today. My intention is to also meet with Claudia Anderson to obtain her viewpoint and position. Additionally, I logged on to the IVGID Web site and read the meeting notes and packets regarding this topic.

What is most alarming to me are the falsehoods that are being spread throughout the community by those who fundamentally want no growth, no children, no families, no investment, or no updates to our community's facilities, parks, and resident offerings. These people do not speak for me or my husband. The points written by George Del Carlo in his June 15 email to the IVGID Board of Trustees are categorically wrong. Unfortunately, many residents of Incline are quick to jump on the naysayer band wagon and fire off their dissent to the board without have a clue what they are talking about.

After a review of the documents, I am writing to you in support of the acquisition of the DW Reynolds building for the following reasons:

- IVGID already owns the land the building sits on.
- When the Boise Cascade Company sold the land to IVGID in 1977, the Restrictive Covenants (CCRs) stated that the land would be used for "parks, recreation, and related purposes and for no other purposes." These covenants were modified to accommodate Parasol. By using the building for IVGID administration, parks and recreation, the use of the land would return to its original purpose.
- The current Southwood administration building has long served its purpose, is not safe for employees, does not meet ADA requirements, along with a host of other issues. Sometimes a car is ready for the junk pile. The building is a tear down, but the land can be sold to offset the cost of purchasing the DW Reynolds building.
- The Rec Center is too small and cannot accommodate all the fitness opportunities that can be offered to residents. The "multi-purpose" room where classes are taught, for example, does not offer the serenity of a yoga studio. Recently, I attended a critical Incline Tahoe Foundation meeting at the Rec Center. The only place we could sit was in the kid's room at the tiny tables and chairs. The DW Reynolds building has meeting rooms available.
- The cost of building a new administration site is an estimate at best. For those of us who own numerous properties and have done major renovation work, estimates are rarely accurate. It is a safe bet to say that new building costs are generally 150% of estimate -- most likely double. The reality is the $4.2 million new construction estimate will end up being closer to $6 million or higher.
- Most importantly, Incline Village needs a town center. The Village Market center is too much of an eyesore. The Tahoe Blvd. corridor is a mishmash of buildings, without a consistent theme. The current rec center, DW Reynolds building, Aspen Grove, Village Green, Fit Trail, etc. have the potential to become a beautiful town center. Incline Village needs this if we are to attract families and full-time residents.

These are a few of the reasons that the acquisition of the DW Reynolds building makes abundant sense. We are a prosperous community. Let us start looking like one.
Please feel free to forward my email to all trustees.

Thank you.

Dolores Holeta
998 Fourth Green Drive
Incline Village

--

Kendra Wong
Incline Village General Improvement District
Chairwoman
Let's Make IVGID Better Together

Bring your questions, issues and ideas!

Beaches, Trash, Parasol, Diamond Peak Master Plan, Effluent Pipeline, Financial Accountability and Transparency ??? ....... Anything You Want

FREE COMMUNITY SPONSORED FORUM
Tuesday, September 5th at 6:30 PM

Sierra Nevada College
Tahoe Center for Environmental Sciences
TCES Room 139/141

CONFIRMED PANEL:
Tim Callicrate, IVGID Trustee
Gail Kroliek, Former IVGID Chair
Clifford Dobler, Retired CPA
Matthew Dent, IVGID Trustee
Jim Smith, Former IVGID Chair
Linda Newman, Retired Finance

MODERATED by Kevin Lyons of FLASHVOTE

Please join us to discuss problems and explore solutions.
I attended the board meeting today and am providing the following inputs:

- I oppose the Board approval of the purchase of the Parasol building. It is very clear that there is little support among the residents of Incline Village. It is also evident that three of you (Wong, Horan, & Morris) are not paying attention to this fact and in my mind, it appears the three of you are no longer representing the residents of Incline Village.
- Every time I hear IVGID speak on this subject I become more suspicious of their motives and the "legal counsel" they employ. For example, IVGID does not have to have all employees in one location and they are focused only on one solution - Parasol. IVGID is not looking out for the interests of Incline Village.
- Mr Pinkerton did not address the formal questions raised by at least two members of the Board (Dent & Callicrate) and the other three did not have any concern with IVGID's disregard in answering Board questions.
- I believe that the Parasol Foundation is in breach of their contract and the recommendation to halt any further actions with them until they come in compliance with their contract is sound.
- If IVGID has a desire to move from their current facilities they should place it in an future approved budget where all alternatives are detailed and the residents have input in the approval of this budget.

I am submitting this email and hope that my email, and all other inputs by residents on this subject, are retained and not deleted because someone in IVGID does not want to follow Nevada State Law on retention of records.

I would appreciate a reply from each of you outlining your position on Parasol and the rationale for that position.

Jeff Poindexter
615 Woodridge Circle
775 420-1676

Kendra Wong
Incline Village General Improvement District
Chairwoman
Frank,

Attached are the e-mails between Ms. Anderson and Chairwoman Wong; thank you for being more specific in your records request.

This completes your records request in its entirety.

Susan A. Herron, CMC
Executive Assistant/District Clerk/Public Records Officer
Incline Village General Improvement District
893 Southwood Boulevard, Incline Village, NV 89451
P: 775-832-1207
F: 775-832-1122
M: 775-846-6158
sah@ivgid.org
http://ivgid.org

-----Original Message-----
From: Frank Wright [mailto:alpinetsports@gmail.com]
Sent: Tuesday, August 29, 2017 4:41 PM
To: Herron, Susan <Susan_Herron@ivgid.org>
Subject: Re: Emails, communications

Susan,

Nice try! I want emails, written communications not some web page! You got them give them up! What so secretive? These are public records!
You just need to be transparent!
There has been constant banter between Wong an Anderson!
Let's do what the law says and provide me my request for public records!
Thanks Frank

Sent from my iPhone

> On Aug 29, 2017, at 4:32 PM, Herron, Susan <Susan_Herron@ivgid.org> wrote:
> >
> > Frank,
> > >
> > > Please visit this page on our website where all the information is posted:
> > >
> > > https://www.yourtahoeplace.com/ivgid/resources/ptcf-modification-reqe
> > > st
> > >
> > > Susan A. Herron, CMC
> > > Executive Assistant/District Clerk/Public Records Officer Incline
> > > Village General Improvement District
> > > 893 Southwood Boulevard, Incline Village, NV 89451
> > > P: 775-832-1207
> > > F: 775-832-1122
M: 775-846-6158

sah@ivgid.org

http://ivgid.org

From: Frank Wright [mailto:alpinesportss@gmail.com]
Sent: Tuesday, August 29, 2017 10:49 AM
To: Herron, Susan <Susan_Herron@ivgid.org>
Subject: Re: Emails, communications

Susan,

I am assuming Claudia Anderson has communicated with whomever at IVGID, so add to my public records request all her communications as well! There may not be negotiations but there are communication taking place between Parasol and IVGID so please provide all emails, written correspondence related to this "deal" with Parasol!

Thank you,
Frank Wright

Sent from my iPhone

On Aug 29, 2017, at 10:33 AM, Frank Wright <alpinesportss@gmail.com> wrote:

Susan,

I asked for all communications, so you can start with the infamous letter! I want to see the postmark or date of delivery as well as the letter! I'm sure Wong responded in some manner!

I want her response, and all her responses! I'm sure she communicated this offer to the board and I want that response!

I want every response or communication regarding the Parasol transaction!

Who initiated the due diligence!

Are you telling me you get a letter and we start spending money like there is no tomorrow and there are no communications between Parasol? Where's the lease modification is that not correspondence?

Are you telling me all this is done without the two parties talking to each other?

So my public records request is still unanswered!

Please do your job!

Thank you,
Frank Wright

Sent from my iPhone

On Aug 29, 2017, at 10:01 AM, Herron, Susan <Susan_Herron@ivgid.org> wrote:

Dear Mr. Wright,

There have not been any "negotiations" and, therefore, there are no public records responsive to this request. We received a letter from the Parasol which precipitated a due diligence process that we are still working through. Parasol has sent us over lease modification terms and we have reviewed those and provided feedback, but until the Board gives us direction to move forward, we will not be "negotiating" with the Parasol.

Susan A. Herron, CMC
Executive Assistant/District Clerk/Public Records Officer Incline
Village General Improvement District
893 Southwood Boulevard, Incline Village, NV 89451
P: 775-832-1207
F: 775-832-1122
M: 775-846-6158
Please give a copy to each board member and attach this request to
the next board packet

Susan,
under the public records act please provide me with all correspondence, emails, written documentation and
written communication between Kendra Wong and Claudia Anderson or any other principal or board member at the
Parasol building regarding negotiations with IVGID.

Susan,
part two of my request for public documents I would like all emails or written documentation between Steve
Pinkerton and any principal or board member from the Parasol building negotiations. Also I would like any emails
or phone conversations between Claudia Anderson and Steve Pinkerton.
I'm sure you're aware or you failed to provide my email request that I made last week and now the time ran out
so I will have to take further action.

thank you,
Frank Wright
Crystal Bay

Sent from my iPhone
Correspondence received

---------- Forwarded message ----------
From: Jim Smith <jsmith@servicescouts.com>
Date: Sun, Aug 27, 2017 at 6:11 PM
Subject: Update Safety & Liability Concern - 949 Apollo Way
To: Steve Pinkerton <steve_pinkerton@ivgid.org>
Cc: wong_trustee@ivgid.org, horan_trustee@ivgid.org, dent_trustee@ivgid.org, callicrate_trustee@ivgid.org, morris_trustee@ivgid.org, "Johnson, Brad" <baj@ivgid.org>, "Pomroy, Joe" <joe_Pomroy@ivgid.org>

Dear Steve,

Thanks for your response. However, I'm hoping someone is on this tonight and you see this as imperative?

This is a liability, Safety and requires immediate attention for the neighborhood especially once darkness hits.

Update, on my return home I noticed that wildlife most likely have visited this truck in the last few hours and maybe nearby. You'll notice in the updated (2) photos (attached) taken at 5:30pm - there is now debris on the pavement and driveway as well as a vehicle parker there now at the residence. WM Truck driver window is down, door is unlocked and keys are in the ignition.

There is also a Caterpillar tractor there in photo.

Attachments - Three photos taken 2pm and (2) @ 5:30pm AUG27, 2017

Thank You,

Your Guide to World Class Customer Care!
Jim Smith
President & Founder
Service Scouts, Inc.
www.ServiceScouts.com
Good afternoon.

Thanks very much for the report.

I have contacted Waste Management and am awaiting a response.

Will advise as soon as I hear back.

Thanks,
Steve

from: Jim Smith <jsmith@servicescouts.com>
to: Steve Pinkerton <steve_pinkerton@ivgid.org>,
Joe Pomroy <Joe_Pomroy@ivgid.org>,
Brad Johnson <baj@ivgid.org>,
Matthew Dent <matthewbdent@gmail.com>,
Tim Calicrate <tim2tahoe@msn.com>,
Peter Morris <peter.morris@broghtstarcate.com>,
Kendra Wong <kwong.ivgid@gmail.com>
date: Sun, Aug 27, 2017 at 2:29 PM
subject: WM truck parked 949 Apollo Way
mailed-by: servicescouts.com

Y1 -

In the photo attached taken moments ago, this WM Truck has been parked in front of the residence at 949 Apollo Way since at least Friday, August 25 and is there now as of 2pm Sunday, August 27.

There is an odor and garbage accessible on the tailgate, etc.

--
Kendra Wong
Incline Village General Improvement District
Chairwoman
Correspondence received

-------- Forwarded message --------
From: <cfdobler@aol.com>
Date: Fri, Aug 25, 2017 at 3:32 PM
Subject: Request for documentation
To: kwong.ivgid@gmail.com, horan_trustee@ivgid.org, morris_trustee@ivgid.org, dent_trustee@ivgid.org, callicate_trustee@ivgid.org

Dear Trustees,
Over the past two years several memorandums have been written to the Board, the Trustee Audit Committee and the Independent Auditor documenting the District's false and improper accounting and reporting. There is no doubt that the District's Independent Auditor, Eide Bailly was asked to prepare and did prepare documentation supporting accounting interpretations in response to citizen memorandums regarding improper accounting as indicated on the attached invoice #100434827 dated 9/30/16. In exchange for such documentation, IVGID agreed to pay and did pay $4,200. I have made a public records request to examine the documentation prepared by Eide Bailly and was informed by Susan Herron via the attached email dated July 6, 2017 that there is no documentation. Am I to assume that public money was spent requesting information on accounting issues, paying for it and never receiving anything for what was paid?
How does one determine the basis for interpretations without supporting documentation?
I hereby demand that the Trustees comply with the Nevada Public Records Act NRS 239 and provide for my examination the public records requested.
Sincerely,
Clifford F. Dobler

Kendra Wong
Incline Village General Improvement District
Chairwoman
July 6, 2017

Hi Cliff,

We don’t have this documentation; that is what I meant by my statement below. I have nothing to provide to you in response to your request.

Susan

Susan A. Herron, CMC
Executive Assistant/District Clerk/Public Records Officer
Incline Village General Improvement District
893 Southwood Boulevard, Incline Village, NV 89451
P: 775-832-1207
F: 775-832-1122
M: 775-846-6153
sah@ivgid.org
http://ivgid.org

From: cfdobler@aol.com [mailto:cfdobler@aol.com]
Sent: Thursday, July 06, 2017 12:36 PM
To: Herron, Susan <Susan_Herron@ivgid.org>
Subject: Re: Public Records Request

SUSAN,

> This is a follow-up to my public records request. For your reference, I did not request a copy of written requests and/or responses sent to Eide Bailly

> The invoice from Eide Bailly which you sent on June 26, 2017 has extra work which was done for extra fees of $4,200.00. The invoice states: “preparation of documentation supporting accounting interpretations in response to various constituents communications”. This documentation is what we require. I am quite sure that this documentation was sent to IVGID. It would provide Linda Newman, Dick Warren and myself with answers to our communications and could possibly provide closure on the subjects in our memorandums.

Please provide for my examination, this documentation prepared by Eide Bailly supporting accounting interpretations in response to various constituents communications.

Cliff Dobler

-----Original Message-----
From: Herron, Susan <Susan_Herron@ivgid.org>
To: 'cfdobler@aol.com' <cfdobler@aol.com>
Sent: Mon, Jun 26, 2017 11:54 am
Subject: RE: Public Records Request

Dear Mr. Dobler,

Attached is the invoice as requested. IVGID does not have the written requests and/or responses sent to Eide Bailly.
This completes your records request in its entirety.

Susan

Susan A. Herron, CMC
Executive Assistant/District Clerk/Public Records Officer
Incline Village General Improvement District
893 Southwood Boulevard, Incline Village, NV 89451
P: 775-832-1207
F: 775-832-1122
M: 775-846-6158
sah@ivgid.org
http://ivgid.org

From: cfdobler@aol.com [mailto:cfdobler@aol.com]
Sent: Sunday, June 25, 2017 8:12 PM
To: Herron, Susan <Susan_Herron@ivgid.org>
Subject: Public Records Request

Susan,
This is a public records request. In the Minutes of the December 14, 2016 IVGID Audit Committee Meeting, Trustee Wong said that Eide Bailly had been receiving a lot of requests and asked how that impacts the District. Mr. Carter, Audit Engagement Partner of Eide Bailly indicated his firm was paid $4700 for the time spent to respond to these communications. Please provide for my examination the written responses that Eide Bailly provided for the payment of $4700. Please include the Eide Bailly invoice for the $4700.
I have attached page 6 of the Minutes for your reference.

Thanks Cliff
INVOICE

Incline Village General Improvement District
 c/o Gerry Eick CPA
 Director Of Finance
 893 Southwood Boulevard
 Incline Village NV 89451

Invoice #: E100434827
Client #: 138369
Current Balance Due: $41,600.00

Please return top portion with payment

Progress billing related to the audit of the financial statements for the year ended
June 30, 2016

37,400.00

Costs incurred for actual time spent related to internal telephone conferences
with Director of Risk Management and Technical Issues Committee, follow-
up research, and preparation of documentation supporting accounting
interpretations in response to various constituent communications.

4,200.00

Invoice Total

$ 41,600.00

OK to pay apply
proportionately to
PO 17-0104
% 10/6/16

Date: 09/30/16    Client #: 138369    Invoice #: E100434827  Page: 1

Please Remit To:
Eide Bailly LLP
5441 Kietzke Ln., Ste. 150 | Reno, NV 89511-2094
T 775.689.9100 | F 775.689.9299

Monthly 1.0% Finance Charge Accrued on Balances Over 30 Days Past Due
Correspondence received.

-------- Forwarded message --------
From: Aaron Vanderpool <Aaron_Vanderpool@snceagles.sjerranevada.edu>
Date: Fri, Aug 25, 2017 at 10:44 PM
Subject: Illegal fireworks displays
To: "wong_trustee@ivgid.org" <wong_trustee@ivgid.org>, "morris_trustee@ivgid.org" <morris_trustee@ivgid.org>, "callicate_trustee@ivgid.org" <callicate_trustee@ivgid.org>,
"dent_trustee@ivgid.org" <dent_trustee@ivgid.org>, "horan_trustee@ivgid.org" <horan_trustee@ivgid.org>

Good evening,

This email is regarding the private fireworks displays taking place in Incline Village this summer. Tonight the Hyatt had a 15-20 minute long private fireworks display for a wedding. There was another one a couple weeks ago and I do not know if it was the Hyatt or a private residence but went on for 15-20 minutes. These displays must cease ASAP! They benefit the community in no way. They contribute to water, air, and noise pollution. They also give people the idea that fireworks are legal in our area during the hottest and driest time of year. If they are to have fireworks displays that are visible and audible to the entire Lake Tahoe basin than the entire region should be invited or the working class (that has a hard enough time affording to live here) should benefit (write everyone that will not be able to sleep or concentrate that evening a check for an hour of their time) from this clear public nuisance. This noise also disrupts wildlife and for dog lovers it is a major stress for their dogs that people should be allowed to prepare for.

Please let me know if I must file this complaint in person to be on public record.

Thank You,

Sincerely,

Aaron Vanderpool
To the IVGID Board

From Darryl Dworkin
705 Birdie Way

Mr. Pinkerton wrote in the August 17 Bonanza that the Parasol Tahoe Community Foundation spent nearly $14 million creating and maintaining a nonprofit center.

This statement is incorrect and perhaps the reason why the Board continues to consider assisting the Parasol Foundation in a "bail out". Factually, the major amount of the funds to build the building, as stated in the lobby, were provided by The Donald W. Reynolds Foundation. The Reynolds grant, over $6 million, was more than "a big assist" as Mr. Pinkerton wrote. More correctly, being discussed and having as I understand the actual name of The Reynolds Building, The Parasol Foundation was the result rather than the creator or that building.

While I am fairly "new" to Incline, only 11 years, I've been involved with area non-profits and recently heard early history on the creation of The Parasol Foundation and the building; including an endowment fund that, I understand, Parasol holds amounting to added $millions that Parasol will continue to hold should they walk away or be given anything by IVGID.

I am told by people who, as part of their leadership in area non-profits, are familiar with the starting. I am told that area non-profits felt they needed a "home" and were instrumental in writing a grant request to The Donald W. Reynolds Foundation which resulted in a $6.2 million grant. That the area non-profits further had many fund raising activities which provided the funds to create an "umbrella non-profit" which became The Parasol Foundation and provided both the funding to complete the building and provide the initial endowment seed to sustain the activity.

This all makes sense. Contrary to what Mr. Pinkerton would have us believe; a non-profit cannot itself fund "leasehold improvements" or actually anything whatsoever. Non-profits, such as IVGID or the various non-profits I've been a Treasurer of for the past 25 plus years, do not produce anything that can raise money. All funding comes from outside gifts, service fees (water/sewer) or interest on given funds. IF Mr. Pinkerton or anyone else can refute this I'd like to know about it. IF Mr. Pinkerton can substantiate dollar one that Parasol Foundation ITSELF, without any outside financial input or assistance, used for "leasehold improvements"; I'll lower my level of objection.

That clarified and as stated before, I don't understand the reasoning to provide The Parasol Foundation $5.5 million to modify a lease that Parasol Foundation is in default thereof. A lease for $1.00 a year whose initial term expires in about 15 years or so. Mr. Pinkerton is promoting, this Board is considering, that we should basically buy out a $1.00/year lease for about $350,000 a year for the remainder of the initial lease term while taking over property management, maintenance and utilities and still providing Parasol identical occupancy on our
land that has deed restrictions preventing commercial usage. An overly long sentence but that's what it is.

I don't understand why a "Sales Agreement" or "Contract of Sale" is even being discussed for what has been presented as a "Lease Modification" knowing that a lease modification only requires an "Addendum"; nothing further. Directly ask your lawyers and if they say otherwise they should be immediately fired. I'm not a lawyer but I've owned and own properties in four States for over 50 years. One non-profit I'm currently Treasurer of has a lease that began in 2013 and is now on the Third Addendum.

The only reasonable solution is that we should allow Parasol a true "lease modification" wherein the Parasol Foundation retains their clients and existing space of their $1 per year lease and IVGID takes over the management, maintenance and utilities of the building as well as having full usage of the currently unoccupied space. Exactly the "lease modification" without the $5.5 million. All second floor tenants to be relocated to fill the first floor allowing IVGID full usage of half the building; the second floor. This usage would provide space large enough, AFTER remodeling to reduce hall size and enlarge working area, to site all offices from Southwood and currently in the Rec. Building that are contemplated to allow increases recreational usage.

It is not up to IVGID to pay to allow the Parasol Foundation a better means of supporting their clients as Mr. Pinkerton suggests. We, too, are a non-profit and we must put Incline Village needs ahead of any other consideration. A true "lease modification" of IVGID only assuming management, maintenance and utilities of The Reynolds Building would allow The Parasol Foundation added funds to better serve their clients without an unreasonable expenditure of IVGID. If, as also suggested, Parasol would reject this concept then simply enforce their default or let them continue as they wish. It makes no sense and is not financially responsible of this Board to do otherwise.

Respectfully,

Darryl Dworkin
August 18, 2017

IVGiD Board of Trustees
% Susan Herron
sah@ivgid.org
IVGiD General Manager Stephen Pinkerton
sjp@ivgid.org

RE: Championship golf course overcrowding

Dear board members and manager:

We were attracted to IV by the many great public facilities that we are all aware of, including great golf, and have owned a condo here since 1998. I commend the friendly golf staff and Mike McCloskey in particular.

But this year, my wife and I feel there are too many outside groups of 24+ players booking prime tee times months in advance. I am getting a bad feeling that we residents are being taken advantage of. We have already paid $3,950.00 for a resident couple's season pass, but the prime times we thought we could book have already been sold to outside groups. Even if you manage to snag a mid-morning time, the course is soon flooded with an outing. Example: We recently were happy to secure a Sunday morning 9:30 prime tee time. We arrived at the course to find we would be behind a shotgun start booked by the Hyatt. On Sunday morning! We quit after 9 holes as the pace was intolerable. Please understand I am not complaining about tourists who book a tee time for themselves: my complaint is outside groups booked by staff in prime time.

Quality is being sacrificed for quantity.

The course business model seems to have shifted to a predominantly resort model instead of the semi-private model in place for years. We didn’t buy into a Wyndham resort where reserving the whole course for
some large group from wherever is the norm: we bought into a public community with a public golf course for residents and tourists.

I suspect money may be the cause of this shift in business model: IVGID wants the Champ to break even so our rec funds may be used for other current and planned recreation venues. The golf staff then does what it must to increase revenue and that results in overselling the course. I fear that the Champ will get a reputation as an overcrowded, rundown muni with great views, similar to Los Verdes in LA, where 5+ hour rounds are the norm if you can get on.

I don’t know enough to propose a solution; the easy answer would be for outside group play be cut back and the Champ subsidized at a higher level. The Mountain course is subsidized at a much higher level than the Champ. Try to reserve prime times for residents and tourists.

Please do not shine on this complaint to golf staff, as they have graciously heard my complaints. Response, if any, should come from the board through the general manager.

Sincerely,

Chris Elmore and Martha Wilder
Dear Chairperson Wong and the Other Honorable Members of the IVGID Board:

On tomorrow’s meeting’s agenda, this agenda item is described as review, discuss and possibly give direction concerning Policy 3.1.0.06(g). But this is not what this agenda item is all about. It’s an attempt by Mr. Guinasso and our GM to save face given they have hidden three offers to resolve the issue of security for I VGID’s money judgment against me pending determination of my appeals.

You see there have been three offers Mr. Guinasso admits were never shared with the Board, which he and our GM summarily rejected even though they have no power as reiterated in the recent case of Comm’n. on Ethics of Nev. v. Hansen: 133 Nev. Adv. Op. 39, 396 P.3d 807 (2017).

Disingenuously Mr. Guinasso claims the Board gave he and our GM this power under Policy 3.1.0. But if you read the plain language of this Policy, you will see it is inapplicable because: my first two offers were not offers to settle personal injury, property damage or liability claims AGAINST I VGID; even if they were, my third offer wasn’t because all it sought was to accept a pledge of security to guarantee payment of I VGID’s judgment should my appeals be affirmed; and regardless, a Nevada Supreme Court opinion takes priority over an I VGID Policy.

Because Mr. Guinasso has instructed each of you to not engage in any conversations with me, I am sharing my proposed written statement on this agenda item ahead of time. I hope each of you will read it prior to tomorrow’s meeting so you will be equipped to take action.

Because I am sending you a copy of this written statement attached to an e-mail, I have not included the communications between my attorney and I VGID’s (Mr. Beko). If any of you want to see those actual letters, please advise and I will e-mail them to you under separate cover.

Finally, there is a Supreme Court decision on the very subject of a judgment debtor pledging security as an alternative to posting the cash bond Mr. Guinasso covets. Perhaps you should read it to see who is telling the truth? The cite you can google, so you can see I am not making this stuff up, is Nelson v. Kerr, 121 Nev. 832, 122 P.3d 1252 (2005).

Thank you for your courtesies and hopeful serious attention to this matter. Aaron Katz
WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR AUGUST 22, 2017 MEETING –
AGENDA ITEM F(11) – OFFER TO PLEDGE REAL PROPERTY AS SECURITY
FOR IVGID’s MONEY JUDGMENT TO STAY ENFORCEMENT
UNTIL FINAL RESOLUTION OF PENDING APPEALS

Prologue: Although this agenda item is described as review, discuss and possibly give direction concerning Policy 3.1.0.06(g), it is really about saving face. The very same thing as agenda items F(10) [IVGID's alleged settlement with FlashVote (according to Kevin Lyons there is no settlement)], F(12) [IVGID’s policy in relation to Susan Herron's latest denials of public record requests] and F(14) [IVGID’s public records retention policy and staff's destruction of records allegedly in conflict with that policy] are all about. This subject is being played out in public and in minute detail because more than a year ago Trustee Horan told me that the Board has been instructed to engage in no conversations whatsoever with me. In fact you will likely discover that most IVGID employees have been similarly instructed.

Introduction: On July 15, 2016 IVGID obtained an attorney’s fee and cost judgment against me for $229,392.75. The judgment is currently on appeal in Nevada Supreme Court case no. 71493. Notwithstanding attorney Reese told the IVGID Board a year ago it would have to decide whether to enforce the judgment pending the outcome of my appeal, the IVGID Board has never addressed that issue at a public meeting called for that purpose. Nor until recently has IVGID’s attorney taken action to enforce the judgment. But recently that has all changed. IVGID’s attorneys have initiated discovery to inquire into my personal assets, and it has obtained an order requiring me to appear at a debtor’s examination to answer questions regarding those assets.

In response, I have submitted three offers to resolve the issue of judgment enforcement pending the outcome of my appeal. Expressly I have not submitted offers to globally settle all outstanding matters including my appeals because I am not willing nor am I required to abandon my appeals. But this hasn’t been good enough for IVGID’s attorney, Jason Guinasso, or our GM. According to them, unless I am willing to withdraw all of my claims, on appeal or otherwise [what Mr. Guinasso labels "a reasonable final settlement to this claim" which includes "withdraw(al of)...his appeal as part of his offer"], they are neither interested in resolving the issue of judgment enforcement pending the outcome of my appeal, nor passing on my offers to the IVGID so it can resolve that issue. And that's the purpose of this written statement.

Comm’n on Ethics of Nev. v. Hansen: 133 Nev. Adv. Op. 39, 396 P.3d 807 (2017) instructs that the IVGID Board must take action on matters such as these at a public meeting agendized for this purpose whenever such matters involve the expenditure of public monies.

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1 Anyone who wants to read the opinion for him/herself may go to http://law.justia.com/cases/nevada/supreme-court/2017/69100.html.
Nevada Rule 1.4(a)(1) of Professional Conduct states that: "A lawyer shall: Promptly inform the client of any decision or circumstance with respect to which the client's informed consent is required by these Rules." A lawyer's violation of this rule represents professional misconduct [Rule 8.4(a)].

Mr. Guinasso's Admission: Given Mr. Guinasso admits he has hidden the particulars of my three offers from his client, the IVGID Board, serious questions have arisen insofar as I VGID's staff's ultra vires acts, and who it is who really administers I VGID.

My First Offer: was submitted orally, nearly a year ago, by my attorney, Richard Cornell. That offer was that I would begin installment payments of 100% of the judgment over a five year term in exchange for a satisfaction of judgment with the proviso I VGID would repay that amounts to the extent they were reversed on appeal, and if it did not, I would have a judgment against I VGID which if not satisfied within 15 days of reversal, would permit me to recover my monies.

IVGID's Rejection: Notwithstanding I believe this offer was never presented to the I VGID Board for its determination, let alone at a public meeting, Mr. Beko informed my attorney that "his client" rejected that offer.

My Second Offer: was submitted on August 2, 2017, and it offered to pay 100% of the judgment in exchange for a satisfaction of judgment with the proviso I VGID repay that amount to the extent reversed on appeal, and if it did not, I would have a judgment against I VGID which if not satisfied within 15 days of reversal, would permit me to recover my monies.

IVGID's Rejection: Notwithstanding Mr. Guinasso now admits this offer was never presented to the I VGID Board for its determination, let alone at a public meeting, on August 3, 2017 Mr. Beko acknowledged receipt of my August 2, 2017 offer, and on August 8, 2017 he informed my attorney that "his client" rejected it.

My Third Offer: Once I learned that I VGID was not interest in satisfaction of the judgment, on August 8, 2017 I submitted a third offer to resolve the issue of judgment enforcement pending the

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2 https://www.leg.state.nv.us/courtrules/RPC.html.


4 Given I doubt the Board has ever seen this letter, a copy is attached as Exhibit "A" to this written statement.

5 Given I doubt the Board has ever seen either of these letters, copies of both are attached as Exhibit "B" to this written statement.
outcome of my appeal. This offer proposed security for IVGID's judgment; a deed of trust against a Reno property owned by my living trust having a value in excess of $320,000\textsuperscript{6}. This proposal was made in accord with Nelson v. Kerr, 121 Nev. 832, 122 P.3d 1252 (2005)\textsuperscript{7} which states that in lieu of posting a cash bond to stay enforcement pending appeal, ample security may be given\textsuperscript{8}.

IVGID's Rejection: Notwithstanding Mr. Guinasso now admits this offer was never presented to the IVGID Board for its determination, let alone at a public meeting, on August 10, 2017 Mr. Beko asked my attorney for "clarification" of my third offer\textsuperscript{9}. That clarification was provided on August 16, 2017\textsuperscript{10}. Within an hour or less of my attorney's clarification, on August 16, 2017, Mr. Beko informed my attorney that "his client" rejected it\textsuperscript{11}.

Global Synopsis of All Three Rejections: In all three instances, I and others I know believe that none was presented to the IVGID Board (Mr. Guinasso now admits\textsuperscript{3} that was the case insofar as at least the last two offers are concerned) so the Board could make a decision. Nor were they discussed at a public meeting. Nor did the IVGID Board ever take formal action at a public meeting.

IVGID Staff's Alleged Justification: How does IVGID staff justify its regressions now that the foregoing facts have come to light? With this agenda item which suggests the IVGID Board merely "review, discuss, and possibly give direction on Policy 3.1.0.6(g) [addressing] Rules of Proceedings, Claims" because the GM and attorney Guinasso allegedly had the power to reject all three of these offers without sharing them with the IVGID Board and obtaining the Board's formal rejection\textsuperscript{3}.

Mr. Guinasso's Representations as to the Particulars of My Three Previous Offers Are False: In support of this agenda item Mr. Guinasso has prepared an August 16, 2017 memo\textsuperscript{3} which wrongly represents "Mr. Katz is offering a settlement of his lawsuits and his appeals related thereto...and that the IVGID Board of Trustees has been denied the opportunity to approve or reject Mr. Katz's alleged settlement offer(s)." Take a look at the offers themselves. You can clearly see for yourself that they do

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\textsuperscript{6} Given I doubt the Board has ever seen this letter, a copy is attached as Exhibit "C" to this written statement.

\textsuperscript{7} http://law.justia.com/cases/nevada/supreme-court/2006/45571-1.html.

\textsuperscript{8} Although Mr. Guinasso recites reasons why a pledge of ample security is not adequate, he fails to reconcile those views with the Nelson v. Kerr case which contrary to his representation, does not "chanc(e)...court rules to obtain a stay of execution on the judgment."

\textsuperscript{9} Given I doubt the Board has ever seen this letter, a copy is attached as Exhibit "D" to this written statement.

\textsuperscript{10} Given I doubt the Board has ever seen this letter, a copy is attached as Exhibit "E" to this written statement.

\textsuperscript{11} Given I doubt the Board has ever seen this letter, a copy is attached as Exhibit "F" to this written statement.
not propose what Mr. Guinasso represents they propose, and under no circumstances, are they unreasonable. This is part of the problem with relying upon hearsay from a source who: 1) has a bias against certain members of our community, including me, which colors his ability to render fair and impartial advice; and, 2) a history of not sharing the truth with the Board. 

Mr. Guinasso’s Rejection of My Offers Was Unreasonable: In his memo Mr. Guinasso complains my offers were “unreasonable and self-serving.” Let’s examine his reasoning re: each:

Reason One: First he states I "did not agree to withdraw (my) appeal...Rather, (I) demanded that (I) receive cash...in the event that (my) appeals were successful in whole or in part."

Given my first and second offers proposed satisfying IVGID’s outstanding judgment at 100 cents on the dollar, why would I gratuitously offer to withdraw my appeals? What was I "negotiating?" And if global settlement was something Mr. Guinasso wanted, why didn’t he engage in global settlement negotiations? Given my first two offers were intended to accomplish nothing more than satisfying IVGID’s judgment (and thus eliminating the need for IVGID to expend further monies on discovery or enforcement efforts intended to accomplish the same result), Mr. Guinasso’s characterization of my offers as being anything other than what they really, was false.

Moreover, and think about this for a moment: if I did not intend to withdraw my appeals (because I was not proposing that IVGID take anything less than the full amount of its judgment), IVGID’s judgment were reversed on appeal, and I had paid part or all of the judgment pending the outcome, why would it be unreasonable for me to demand return of the monies unnecessarily paid?

When it became apparent Mr. Guinasso was not interested in satisfaction of the judgment, I submitted a third offer intended to accomplish nothing more than providing security in lieu of a cash bond pending resolution of my appeals. This proposal would protect IVGID in case the judgment were affirmed. Mr. Guinasso does not share that even if I were to "deposit the judgment amount owed... with the Clerk of the Court," as he suggests, the money would not go to IVGID until resolution of my appeals" even though "IVGID would likely be required to cease all efforts to enforce the judgment pending...conclusion of the appeal(s)." How is that so different than posting alternative security?

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12 If anyone wants evidence of the untruths Mr. Guinasso has shared with the Board, just with respect to my litigation no less, he/she need only examine the written statement attached to the minutes of the Board’s regular June 28, 2017 meeting (see pages 717-725 of the 8/22/2017 Board packet).

But here we have another example. In Mr. Guinasso’s current memo he reminds the Board "that (the) discussions that occur during litigation non-meetings are confidential and protected by (the) attorney client privilege. As such, Trustees are not permitted to disclose what is discussed during a litigation non-meeting without the consent of the Board as a whole." Mr. Guinasso has forgotten who is the attorney, who is the client, and in whose favor the privilege runs. Given each trustee is a client, it is his/her individual decision to waive any claim of privilege."
**Reason Two:** Next Mr. Guinasso states that he and the GM determined amongst themselves, allegedly based upon "the authority delegated to them under Policy 3.1.0, (that) Mr. Katz's opening offer(s)...were not reasonable (n)or worth bringing back to the Board for approval because (they)...ask(ed)...IVGID to waive fees and interest accrued to date plus any other fees and interests pending the outcome of the appeal(s)."

Initially, IVGID Policy 3.0.1 does not give Mr. Guinasso and the GM the authority Mr. Guinasso represents (a more thorough discussion of this topic appears below).

And given my first and second offers proposed satisfying IVGID's outstanding judgment at 100 cents on the dollar, given the judgment were being satisfied now rather than after both appeals had been finalized, exactly what additional interest or other fees would accrue that I asked be waived?

And although my second offer did not propose paying arguable interest accruing post-judgment (approximately $10,000), shouldn't the Board rather than un-elected staff have been given the opportunity to make this decision? Shouldn't the Board have been given the option of stopping the unnecessary "churning" of attorney's fees by giving up an arguable $10,000 interest claim in consideration of receiving its nearly $230,000 judgment now?

**Reason Three:** Next Mr. Guinasso states that he and the GM determined amongst themselves, again allegedly based upon "the authority delegated to them under Policy 3.1.0, (that) Mr. Katz's...offer...to pledge (via deed of trust) real property...in Reno...and to allow the district to put a first priority lien...was not reasonable and worth bringing back to the Board for approval."

For IVGID to enforce its judgment against this same property, assuming *arguendo* it were able to do so given I claim it is exempt from execution under NRS 21.090(1)(c)(cc)\(^{14}\), it would have to go through a costly and time consuming execution process resulting in even more attorney's fees and costs. And even if successful, the purchaser at an execution sale (likely IVGID) would be subject to the trust's statutory right of redemption for up to a year after the sale.

Given the attorneys for IVGID have already been paid nearly $142,000 after my initial appeal, with who knows how much more to hereafter be billed, consider the wisdom of Mr. Guinasso's words "there is no reasonable basis for IVGID to ever waive its rights to recover all the attorney fees and costs that Mr. Katz has caused IVGID to incur." Does the Board feel there is no reasonable basis?

**Reason Four:** Next Mr. Guinasso states that he and the GM are opposed to any resolution of the issues identified above because "the subject of...negotiations between Mr. Katz and IVGID has not been the settlement of all outstanding appeals. (Since) to date, Mr. Katz has not made

\(^{13}\) Exactly what *Nelson v. Kerr*, *supra*, allows.

\(^{14}\) [https://www.leg.state.nv.us/NRS/NRS-021.html#NRS021Sec090](https://www.leg.state.nv.us/NRS/NRS-021.html#NRS021Sec090).
any offer to settle the lawsuits he has filed against the District and his appeals related thereto, if the District Manager and General Counsel are able to negotiate a reasonable final settlement to this claim...will...they...bring the final negotiated settlement to the Board...for consideration."

Putting aside the fact my offers were never intended to settle all outstanding matters including my pending appeals, if Mr. Guinasso and the GM are so obsessed with a global settlement, what have they done to bring one about? At every stage of the underlying lawsuit that gave rise to both appeals, IVGID’s attorneys went out of their way to never engage in substantive settlement negotiations. Moreover since then they have offered nothing.

**Reason Five**: Next Mr. Guinasso reminds the Board that "the appeals IVGID has been required to respond to, at the community's expense, are (allegedly) solely the result of Mr. Katz's voluntary action and there is no reasonable basis for IVGID to ever waive its rights to recover all the attorney fees and costs that Mr. Katz has caused IVGID to incur." Before I respond to this statement, let's recap some of the salient facts:

1. According to IVGID, it incurred $229,392.75 in attorney's fees and costs in the district court;

2. Those district court proceedings have resulted in two appeals; No. 70440 filed May 23, 2016 which appeals the district court's judgment in IVGID's favor, and No. 71493 filed October 14, 2016 which appeals the district court's attorney's fee and cost judgment;

3. On March 1, 2017 the Supreme Court issued an order suspending proceedings in the second appeal, pending the outcome of the first;

4. Although the Nevada Public Agency Insurance Pool ("the NPAIP") initially paid for/provided a defense to IVGID of the Katz litigation, in August of 2012 it denied coverage upon the grounds there was no coverage under its contract with IVGID. IVGID appealed this decision and incurred in excess of $30,000 not heretofore accounted for with attorney Glogovac. On November 5, 2012 the NPAIP rejected IVGID's appeal. In other words, thereafter IVGID was self-insured insofar as its defense of the Katz litigation were concerned, notwithstanding it withheld this material fact from the Board until May 18, 2016;

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16 See page 516 of the 8/22/2017 Board packet under "When Did Staff Know That the Defense Costs in the Katz Litigation Were No ( Longer)...Being Paid by the NPAIP?"

17 See pages 680-82 of the 8/22/2017 Board packet.

18 See pages 516 as well as 678-77 of the 8/22/2017 Board packet.
5. Thus when Mr. Guinasso asserts the costs IVGID has incurred "at the community's expense ...to respond to...the (subject) appeals...are solely the result of Mr. Katz's voluntary action," he does not speak the truth. Doesn't IVGID staff bear some responsibility given the facts described in ¶4 above?

6. On May 18, 2016 Mr. Guinasso's law partner was asked how much my appeal was going to cost IVGID in attorney's fees. Mr. Reese's response was $25,000-$35,000\(^{19}\);

7. Notwithstanding, after my filing of the first appeal, on August 31, 2016, IVGID's attorneys submitted an invoice for work taking place post-district court, totaling $37,614.78;

8. On May 17, 2017, IVGID's attorneys submitted an invoice for their work preparing a proposed answering brief, totaling $87,077.90;

9. On July 14, 2017, IVGID's attorneys submitted an invoice for additional work taking place post-district court, preparing their proposed answering brief, totaling another $17,263.68; and,

10. The attorney's fees and costs IVGID will likely spend in the second appeal, cannot even be estimated.

In his memo\(^{3}\) Mr. Guinasso suggests that if IVGID prevails in either appeal, it will be able to recover its attorney's fees and costs incurred on appeal. Given Mr. Guinasso's track record for truthfulness is less than stellar, the Board's attention is directed to *Bobby Berosini, Ltd. v. People for the Ethical Treatment of Animals*, 114 Nev. 1348, 971 P.2d 383 (1998)\(^{20}\). In this case a litigant was awarded attorney's fees and costs under NRS 18.010(2)(b) [the same basis for the judgment in IVGID's favor]. On appeal the creditor asked for attorney's fees and costs incurred on appeal because he had been awarded similar fees in district court. The Supreme Court disagreed. Unless the appeal itself is frivolous, the mere fact a prevailing creditor was awarded attorney's fees in district court under NRS 18.010(2)(b) *does not give him/her/it the right to receive them on appeal.*

Here there are two appeals. Given the first has nothing to do with the district court's NRS 18.010(2)(b) attorney's fee and cost award, assuming *arguendo* IVGID prevails (because if it doesn't there will be no claim for attorney's fees), there will be no right to claim attorney's fees on appeal unless the appeal itself was frivolous (which it is not).

Insofar as the second appeal is concerned, assuming *arguendo* IVGID prevails (because if it doesn't there will be no claim for attorney's fees either in the district court or on appeal), there will be no right to claim attorney's fees on appeal unless the appeal itself was frivolous.

\(^{19}\) See page 516 of the 8/22/2017 Board packet under "How Much Did Devon Reese Tell the Board and the Public This Appeal Would Cost?"

Reason Six: Finally, in his memo Mr. Guinasso disingenuously states "Mr. Katz has had ample opportunity to simply deposit the judgment amount owed...with the Clerk of the Court." Who amongst you has $230,000 or $240,000 in cash sitting in your checking account(s) so you can "simply deposit" these sums with anyone, let alone the Clerk of the Court? This fact makes clear Mr. Guinasso and the GM have no interest in having the judgment satisfied. Because if they did, they would have presented all three offers to the IVGID Board.

So if Mr. Guinasso and the GM have no interest in having the judgment satisfied, exactly what is their interest? I submit there are two.

First, hasn't Mr. Guinasso demonstrated his self interest that he and his colleagues be able to "churn their fees" allegedly as a result of my lawsuit, providing an even greater pay day for themselves? Unlike the Board, they don't care about the costs to local property owners because they can always divert blame and that cost on to me.

Second, isn't their real intent to exact their "pound of flesh" against a citizen and local resident who has been critical of much of what IVGID does? Don't they want to use me as a "poster child" to send the subliminal message that if any citizen messes with IVGID or its staff in the future, he/she will realize the same fate as do I? Given this intent, it really doesn't matter how much IVGID staff spend (at local property owners' expense) on the Katz litigation; does it?

For all of these reasons, I submit Mr. Guinasso's reasoning for summarily rejecting my offers is disingenuous at best, and outright deceitful at worst.

As an Immediate Result of Mr. Guinasso's and the GM's Rejections of My Offers, IVGID Will Now Spend Even More Taxpayer Monies: because my attorney has been forced to file a motion for a stay and protective order, in part, because a credible offer to pledge security in lieu of a cash bond in accordance with Nelson v. Kerr has been rejected by un-elected persons other than the IVGID Board.

Is the IVGID Board So Insensitive it Insists on Treating One of its Residents and Local Property Owners as Mr. Guinasso and Staff Have Treated Me? Stated differently, if the shoe were on the other foot, is this the way you would want to be treated by your beloved IVGID?

I ask the Board to think back to the litigation IVGID staff initiated against the Diamond Peak Skier Services Building contractor guilty of having committed construction defects which caused flooding of the building's first floor. At some point staff engaged in settlement discussions with the contractor. When the contractor offered to pay 100% of IVGID's out of pocket costs, but not pay the $50,000+ in attorney's fees and costs IVGID had incurred to prosecute litigation, our staff was in complete agreement. Even though this "diligence" cost local property owners over $50,000 plus untold dozens if not hundreds of hours of uncompensated staff time, staff had no problem not only communicating but recommending settlement to the Board. What is different here?
Contrary to Their Representations, Mr. Guinasso's and the GM's Alleged Discretion to Resolve the Katz Litigation Doesn't Exist:

The IVGID Board's Power to Resolve Any of the Issues Presented: As I have shared with the Board and the public so many times before, NRS 318.175(1)\(^{21}\) gives the IVGID Board (rather than Mr. Guinasso and/or the GM) "the power (as well as the duty) to manage, control and supervise all the business and affairs of the district." That power extends to this litigation.

IVGID's Power to Pass its Own Laws/Legislation: As I have shared with the Board and the public so many times before, IVGID is not a form of government\(^{22}\) with general powers (to provide for the health, safety and welfare of its inhabitants). Rather, it is a limited form of government [a special district {NRS 308.020(2)\(^{23}\)} which exists only to exercise those powers expressly "authorized in NRS 318.116" [NRS 318.055(4)(b)], as conferred by their County Boards\(^{24}\), and "as supplemented by... sections of...chapter" 318 [NRS 318.077]. Because the Nevada Supreme Court has adopted Dillon's Rule\(^{25}\) [Ronnnow v. City of Las Vegas, 57 Nev. 332, 341-43, 65 P.2d 133 (1937)\(^{26}\)], IVGID exists to only exercise those expressly enumerated powers\(^{27}\), and none other [A.G.O. 63-61, pp. 102-03 (August 12, 1963)\(^{28}\)]. This means that unless expressly granted, IVGID has no power to "legislate" or to pass laws masquerading as "Policies."

If a Power Isn't Expressly Conferred, It Does Not Exist: in accordance with Dillon's Rule\(^{25}\), all rules or regulations "beyond the scope of...powers (expressly) granted are void." Given the basic powers a GID may exercise are set forth at NRS 318.116, a careful examination reveals that the power to make laws does not exist. Thus unless a rule or regulation is made under one or more express legislative grants expressly identified in NRS 318, it does not exist. In other words, and as Dillon's Rule\(^{25}\) declares, "any fair, reasonable (or) substantial doubt concerning the existence of (regulatory) power is (to be) resolved...against" IVGID.

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\(^{21}\) https://www.leg.state.nv.us/NRS/NRS-318.html#NRS318Sec175.

\(^{22}\) Unlike counties, cities, and towns (NRS 244, 266, 269) granted police powers.

\(^{23}\) https://www.leg.state.nv.us/NRS/NRS-308.html#NRS308Sec020.

\(^{24}\) Nev. Const. Article 8, §8 declares the Legislature shall provide for/restrict the powers of general purpose governments. Since the Legislature has provided for GIDs, their powers are similarly restricted.

\(^{25}\) Which declares "any fair, reasonable (or) substantial doubt concerning the existence of power is (to be) resolved...against the (municipal) corporation...(and) all acts beyond the scope of...powers granted are void" (Ronnnow, supra, 57 Nev. 343).


\(^{27}\) Unlike counties, cities, and towns (NRS 244, 266, 269) granted police powers.

IVGID Policy 3.1.0.6(g) Claims: states as follows:

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

I presume those of you who may be reading this written statement can comprehend the plain meaning of words put to paper. Therefore putting aside the question of whether IVGID can adopt policies with the force of law, let alone in conflict with Comm'n. on Ethics of Nev. v. Hansen's requirement that all matters involving the expenditure of public funds must be submitted to a local government's governing board for approval/rejection, did my first two offers to settle the subject attorney's fee/cost judgment in full represent "the settlement of (a)...property damage, personal injury or liability claim" made against the District? Of course not.

Did my third offer to merely secure the judgment pending the outcome of my appeals represent a "settlement of all...claims?" Of course not.

Therefore, how does this Policy apply? And if it doesn't apply, what authority did Mr. Guinasso and the GM have to withhold these offers from the Board, let alone to summarily reject them?

Given Mr. Guinasso and the GM Have Not Adhered to Board Policy 3.0.1, This Agenda Item is Not as Mr. Guinasso Has Framed it: Mr. Guinasso has labeled this agenda item "review, discuss and possibly give direction on Policy 3.1.0.06(g)...as it relates to the offer made by Aaron L. Katz...to pledge...real...property so as to stay the slated debtor's examination." In other words, whether "to modify the authority to negotiate settlements it has (allegedly) given to the General Manager and General Counsel under Policy 3.0.1." Given the problem is not with the policy itself, but rather, with Mr. Guinasso's and the GM's actions not in conformity therewith, there is little reason to give "direction...at this meeting (so)...revisions...(can be proposed) for the Board to (hereafter) consider and adopt at a subsequent meeting." In other words, perhaps now the Board sees why this agenda item is really about saving face.

What This Agenda Item is Really About, is a Diversion From the Fact Mr. Guinasso and the GM Have Impermissibly Hidden My Three Litigation Offers From the Board, and Summarily Rejected


Them Without Authority: What the Board should really be considering, in my opinion, is what discipline to impose as a result of Mr. Guinasso's and the GM's impermissible acts, and against whom.

Notwithstanding, I Believe the Agenda Item is Worded Broadly Enough to Allow the Board to Approve My Offer to Pledge Security for the Judgment in Lieu of a Cash Bond: The question is whether my proposal to give security is sufficient to satisfy IVGID's money judgment should it not be reversed in full or in part on appeal? Here my living trust has proposed a highly desirable and salable Reno single family residence, with a fair market value in excess of $320,000, and with no other liens or encumbrances thereagainst, to be secured by a deed of trust. If foreclosure is required because IVGID's money judgment is affirmed and I fail to satisfy it, it will be a simple, extra-judicial, relatively inexpensive, and final process.

In contrast, for IVGID to enforce its judgment against this same property, assuming *arguendo* it is even able to do so given I claim it is exempt from execution under NRS 21.090(1)(cc)*29*, it would have to go through a costly and time consuming execution process. And even if successful, my trust would have the statutory right of redemption for up to a year after the sale.

Conclusion: Here the issues are twofold. First, it's *not* about paying the judgment pending the outcome of my appeals. It's about *securing* its payment. Given the magnitude of the judgment and the fact it is against a local resident who did nothing more than attempt to exercise his right as a citizen taxpayer to secure non-pecuniary judicial relief, why not permit him to secure it with something short of cash *unless your real motives are really to accomplish something different?*

The second issue deals with Mr. Guinasso's and the GM's mis-use of the alleged authority to unilaterally reject offers such as the ones the subject of this written statement without bringing them to the IVGID Board for its acceptance/rejection as *Comm'n. on Ethics of Nev. v. Hansen* instructs. Given the Board has the authority to accept or reject offers such as these, and each member was elected to exercise that discretion, this series of episode shines light on one of the biggest problems we have here in Incline Village/Crystal Bay: *exactly who is driving the bus?*

And You Wonder Why the RFF Which Has Financed This Colossal Mis-Use is Out of Control? I've now provided more answers.

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

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*29* [https://www.leg.state.nv.us/NRS/NRS-021.html#NRS021Sec090](https://www.leg.state.nv.us/NRS/NRS-021.html#NRS021Sec090).
Correspondence received.

-------- Forwarded message --------
From: Alison Appel <alisonappel@gmail.com>
Date: Wed, Aug 16, 2017 at 12:33 PM
Subject: Against Purchase of Parasol Building
To: callicrate_trustee@ivgid.org, morris_trustee@ivgid.org, wong_trustee@ivgid.org, horan_trustee@ivgid.org, dent_trustee@ivgid.org

Dear IVGID Board Members-
I would like my opinion on the purchase of the Parasol Building to be heard. I am against the purchase in its currently offered form.

I don’t understand how IVGID in good faith could jump on an offer from Parasol to purchase the building for $5.5 M because suddenly Parasol wants to use its money elsewhere.

- Where is the price negotiation?
- Where is independent assessment of the land and condition of the building?
- Where is the needs analysis which proves IVGID needed a building of this size and configuration?
- Where is the evaluation of the value of the land that was given to Parasol for the building in the first place?
- Where is the utilization plan and cost to renovate above and beyond the purchase price for needs that IVGID has demonstrated?
- If IVGID truly needs new or more space, what comparables are available in Incline, and a determination of their suitability and cost analysis?

In short, why is IVGID jumping through hoops because a non-profit with a sweetheart deal wants to change directions? I would like to see proof that this is in the residents best interest without vague statements like “we can offer our seniors more services”.

If we have $5.5 readily available to spend on improvements to the district, office and meeting space would be lowest on my list. Upgrades to the Rec Center, like bigger machine and exercise class space; a warm water pool; art room; music room; year round tennis; climbing wall; and hot yoga would get my votes. All of these things would support the community and be in single building. While close by, the Parasol building does not fit these needs. Let the Parasol foundation pay the legal fees to figure out their deed restrictions and then sell it on the open market.

Sincerely,
Alison Appel
721 Bunker Court
alisonappel@gmail.com

--

Kendra Wong
Incline Village General Improvement District
Chairwoman
From: Kendra Wong <kwong.ivgid@gmail.com>
Sent: Thursday, August 17, 2017 8:52 PM
To: Herron, Susan
Subject: Fwd: Parasol Building Purchase

Correspondence received

---------- Forwarded message ----------
From: Phillip Klein <philippr@mac.com>
Date: Wed, Aug 16, 2017 at 5:54 PM
Subject: Parasol Building Purchase
To: Wong_trustee@ivgid.org, Horan_trustee@ivgid.org, Callicrate_trustee@ivgid.org,
    Dent_trustee@ivgid.org, Morris_trustee@ivgid.org

Dear Trustees,

I will be out of town and therefore unable to attend the Board meeting next week.

I am writing today to ask you listen to the majority of Incline residents and vote against the Parasol purchase.

There is simply no way to justify this expense.

Thank you for your consideration.

Phil Klein
557 McDonald Dr
209 765-1023

--

Kendra Wong
Incline Village General Improvement District
Chairwoman
Dear Trustees,

I have three items that are important to me.

1) Please modify the agenda by moving items 8 through 12 to the beginning of the meeting.

Rationale: I believe these agenda items are most important to community members who will attend this meeting and by leaving these until the end you may materially reduce the public's ability to participate.

2) I am not pleased with 'GM Pinkerton's performance and would not approve any raise bestowed upon him. Why?

2.1) The IVGID Quarterly. As I recall, the GM created & then defended this publication as it-pays-for-itself. It may, but at what cost to those in the community who compete with it. Suppose you have a publication that was dependent upon advertising dollars and now you have a competitor whose payroll is guaranteed by IVGID. Please shut down IVGID Quarterly and thereby stop competing for advertising revenue. The birth of this publication shows poor judgement on the part of the GM.

Note. I do not have an interest in such a publication nor am I fronting for someone who does.

2.2) The $5.5M Parasol & IVGID. This is a fiasco! Why? $5.5M earns $214,500/year at 3.9%, that's $17,875/mo to rent space! And the right landlord will remodel to suit plus do the maintenance! Why is IVGID spending any time on this? Paying Parasol $5.5M for which Mr. Pinkerton is campaigning shows complete lack of competence as a general manager.

Witness: Administrative Offices wasn't even in the 5 year capital plan the Board recently approved - this by itself is a major argument against GM's current argument that this is needed.

2.3) Mr. Pinkerton already is paid more than Governor Sandavol. I also note, thankfully, the governor is doing a better job.

3) The relationship between the community and our Trustees. I have attended board meetings over the last
several months and have observed the tenor of the Public Comments becoming more confrontational. I believe this occurs because we are not being-heard/listened-to/encouraged-to-be-productive-public-participats.

- Every organization of living entities wants to grow, IVGID wants to grow. Therefore, one of the duties of a trustee is to see that the growth observes the charter. It is also important for our Trustees to ensure that our General Manager responsibly manages our aging infrastructure instead of declaring emergency spending for repairs for equipment, culverts and effluent pipelines that are run to failure.
- I argue that the vast majority of homeowners did not move to Incline Village to see their tax dollars used to build a less attractive community for home owners, i.e., a tourist attraction with year round mountain coasters, zip lines and other amusements at Diamond Peak.
- How could IVGID encourage productive public participation? In general, this is a community of above average achievers, i.e, people with a track record. At the last IVGID meeting two engineers gave input as to how to handle the emergency repair at the lodge. I don't know if or how IVGID processes that input. Does it? I think common courtesy requires IVGID employees to process input from those who live here. Were these engineers invited to join in solving the problem? If so, kudos! If not, please fix it.

Thank you,

Tom
Thomas M Lahey
871 Tyner Way
To Board of Trustees

I am requesting the board to move general business items 8 and 9 regarding Mr. Pinkerton’s performance review and compensation contract to be moved to the 3rd and 4th item on the agenda that evening. It seems most people are interested in the Parasol Data and then the General Manager’s contract.

Thank you for your consideration

Iljosa Dobler
Incline resident
Subject: Board Meeting - Aug 22, 2017 - Order of Agenda Items

Date: August 18, 2017 at 3:34:05 PM PDT

To: Phil Horan <horan_trustee@ivgid.org>, Matthew Dent <Dent_trustee@ivgid.org>, "kwong.ivgid@gmail.com" <kwong.ivgid@gmail.com>, Morris_trustee@ivgid.org, Callicrate_trustee@ivgid.org

Cc: Susan Herron <Susan_herron@ivgid.org>

To Board of Trustees

I am requesting the board to move general business items 8 and 9 regarding Mr. Pinkerton’s performance review and compensation contract to be moved to the 3rd and 4th item on the agenda that evening. It seems most people are interested in the Parasol Data and then the General Manager’s contract.

Thank you for your consideration

Karen Kuehnis
Incline resident
To Board of Trustees

I am requesting the board to move general business items 8 and 9 regarding Mr. Pinkerton’s performance review and compensation contract to be moved to the 3rd and 4th item on the agenda that evening. It seems most people are interested in the Parasol Data and then the General Manager’s contract.

Really appreciate your consideration of the request on behalf of the Incline residents.

Blaine Bolton
Hi Susan,

A good friend urged me to ask the Board to move Items 8 and 9 to become Items 3 and 4 on the agenda for the Board meeting on August 22, 2017.

Thank you for your help.

Gloria Brimm
To Board of Trustees

I am requesting the board to move general business items 8 and 9 regarding Mr. Pinkerton’s performance review and compensation contract to be moved to the 3rd and 4th item on the agenda that evening. It seems most people are interested in the Parasol Data and then the General Manager’s contract.

Thank you for your consideration

Leslie & Dennis Medeiros
Correspondence received

---------- Forwarded message ----------
From: Ron DeCaprio <rdefsworld@gmail.com>
Date: Sat, Aug 19, 2017 at 12:47 PM
Subject: Opposition to Parasol Proposal
To: wong_trustee@ivgid.org, horan_trustee@ivgid.org, dent_trustee@ivgid.org, callicrate_trustee@ivgid.org, morris_trustee@ivgid.org

Dear Ms Wong, Mr. Horan, Mr. Dent, Mr. Callicrate and Mr. Morris:

I speak for myself and stand with others who Oppose:

1. IVGID’s modification of Parasol’s $1/yr 99 year ground lease for 2.3 acres of IVGID land.
2. $5.5m taxpayer funded bailout/exchange/purchase or move to the DW Reynolds Community Non-Profit Center
3. The notion this is good for IVGID and therefore good for the Taxpayers.
4. IVGID’s attraction towards or involvement with public or private charities.
5. IVGID moving from existing administrative offices in favor of renovating space elsewhere and increasing the commercial vacancy factor in Incline Village.
6. The mixed use, the full responsibility for maintenance, repairs and upkeep of the Parasol building.

I am a 37-year resident of Incline Village and the owner of 3 commercial buildings totaling over 45,000 square feet. I and others struggle to make do with what we have. We improve, renovate and expand existing properties, with the goal of creative utilization and reducing vacancies.

Any such move from existing offices is self-serving to IVGID and not representative of the taxpayers of Incline Village/Crystal Bay.
A decision to accept any part of Parasols Proposal is a Bad Decision and will result in faults of unparalleled consequence and waste, do not make this mistake!

I ask that each Board member rethink our needs vs your wants.

Best regards,

Ron DeCaprio
Kendra Wong
Incline Village General Improvement District
Chairwoman
I agree with Ron. I too am a resident of Incline Village.

David E. Frank  
Frank Law Group, P.C. 
1517 Lincoln Way  
Auburn, CA 95603  
(530) 887-8585  
franklawgroup.com  
Sent from my iPhone

On Aug 19, 2017, at 12:48 PM, Ron DeCaprio <rdefsworld@gmail.com> wrote:

Dear Ms Wong, Mr. Horan, Mr. Dent, Mr. Callicrate and Mr. Morris:

I speak for myself and stand with others who Oppose:

1. IVGID's modification of Parasol's $1/yr 99 year ground lease for 2.3 acres of IVGID land.
2. $5.5m taxpayer funded bailout/exchange/purchase or move to the DW Reynolds Community Non-Profit Center
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Any such move from existing offices is self-serving to IVGID and not representative of the tax payers of Incline Village/Crystal Bay. A decision to accept any part of Parasols Proposal is a Bad Decision and will result in faults of unparalleled consequence and waste, do not make this mistake!

I ask that each Board member rethink our needs vs your wants.

Best regards,

Ron DeCaprio
1044 Tiller Dr.
775-831-6729

--
Kendra Wong
Incline Village General Improvement District
Chairwoman
I will be reading this for the audience but would like it on record as well.

Thank you!

Sara Schmitz
(925) 858-4384
In the past 2 weeks I have talked with many of you, with Bret Hanson from Waste Management, emailed back and forth with Public Works, spoken with Mr. Pinkerton and IVD staff. What I have learned is everyone agrees that yard waste should not have been part of the Zero Tolerance program since it has NOTHING to do with excess household trash or the attraction of bears.

People who place tagged yard waste AWAY from their trash carts should not be fined and forced to have HUGE trash carts. Yard waste has NOTHING to do with the need for a HUGE trash cart or a bear box.

While hearing from you that including yard waste in this program is misguided may be comforting it’s upsetting at the same time. We are a small community. We should be able to work together and do what’s right and makes sense. So much time has been wasted on this subject. Then to hear the appeals committee has reversed similar situations but yet the process continues without change is more wasted time. Then to hear attorneys need to be consulted and committees to reconvene sounds like bureaucracy in this tiny village.

I made a simple mistake of cleaning up after the fire department chippers left a mess. I had it tagged and apart from my trash and recycling. This is what I did earlier in the year and all was fine. I knew about the bear concern with trash but this had nothing to do with bears so I missed the fine print. I didn’t want yard waste to go into the landfill, so it was set aside and NOT in my nearly empty trash cart. Photos were taken to make it appear as though my trash was overflowing which it was NOT. I’m not the only resident in this situation.

I make 1 bag of trash per week tops, I don’t need a cart that 3 of me could fit inside. I want a small cart I can keep in my garage and wheel out to the curb year round. Any other solution requires I shovel out my trash container in the winter. I would just like it the way it was, small and simple.

Please just change the process....please instruct Waste Management to STOP moving trash carts beside tagged yard waste, fining residents and forcing them to have MONSTER sized trash carts!
Dear IVGID board members,

I am writing all of you privately because you are the people whom have the ability to make this craziness stop.

I have spent HOURS speaking with many of you, speaking with Waste Management, emailing with Public Works and speaking with Steve Pinkerton. Everyone I have spoken with understands things the same but the "ZERO TOLERANCE" parameters are restricting common sense. Everyone I've communicated with agrees that yard waste should not be forcing residents into this process. On Friday when speaking with Mr. Pinkerton he shared that others have been fined for yard waste and it was overturned. He clarified like others have spoken with, the issue attempting to be addressed is that of bears and household trash.

I asked Mr. Pinkerton if others have had the same issue as me and have had their fines reversed, then why continue with this process wasting more time? To that he said he would have to consult with the attorneys. In the meantime it is wasting EVERYONES time.
I'm sure everyone is doing their job as they've been instructed. However, when attorneys are needed for a decision about yard waste when the "process" has already set a precedence that yard waste inclusion is incorrect, seems like a waste of taxpayer money and time.

Stop the craziness and change the process for Waste Management....simply tell them to stop swapping out trash carts and dragging carts around people's property to take photos of yard waste bags.

I have also provided constructive feedback for website updates so as to stop ticking residents off at the transfer station. I hope to see those changes soon.

Regards,

Sara Schmitz

225 Allen Way

(925) 858-4384
As I have mentioned at a prior IVGID meeting, I am newer resident to Incline Village. This was my first summer and I've been working hard to understand the ways to “live with” bears and also defensible space.

I contacted the Fire Department to conduct a property assessment. In doing so, they guided me about trees to remove, limbs to trim and about the chipping service. I worked hard and did everything they suggested including calling the chipping service. I was concerned about the unsightliness of my pile of debris for my neighbors and called for the chipping multiple times. I assumed they were delayed due to firefighting efforts in July. In August they did my chipping and left debris behind, mostly sticks. In an attempt to be a good neighbor, I bagged up the sticks and spread the chips making things much tidier along the street.

I placed orange tags on the bags (4 half full bags so as to not be too heavy) and placed them on the south side of my 2-car wide driveway as I have done in the past. I now understand the yard waste program spans 2 different time frames, but I mistakenly understood it ran from May to October. This was my mistake, however it does not justify what happens next.

I live mostly alone and am a HUGE recycler, so I create less than 1 trash bag of trash per week. This past week I had less than ½ of a bag since I wasn’t here for the full week and my husband didn’t visit. We have a neighborhood bear so I am very careful about trash and food. I placed my nearly empty trash cart and recycling bin out at about 8am on the complete OPPOSITE (north side) of my wide driveway from the labeled yard waste (my neighbors will attest to this). When I returned later in the day, my bins were right where I had left them and the yard waste was gone.

Days later I received a letter from Mike Murphy in an IVGID envelop. It stated I had been fined for “excess garbage next to my container” and am now required to pay for a LARGER trash cart and a fine. I did NOT have excess trash and have no need for a larger cart. It was tagged yard waste (again, my mistake) but was NOT next to my trash container (it was on the other side of my very wide driveway). They moved my cart and took the photo then moved the cart back to where I had placed it. This is WRONG! Again, my neighbors will attest to where the bags and carts were placed.

Today I called and spoke with Mike Murphy. I told him this entire story. He said the board has instructed them to have a ZERO tolerance. He also told me they have been instructed to move carts next to bags for photos. So, he indeed confirmed they MOVED my cart for the photo. It was NOT garbage. It was labeled. They should have either just left them for me to learn the dates OR have placed them inside my empty trash cart. This was NOT excess garbage!

In addition, the transfer station refused to honor our IVGID card and 4 yearly dumps. My husband showed his card, indicated it was our first disposal and was refused the service without payment. I called WM and IVGID. I have yet to hear back from WM about a refund and was told by IVGID that we were not the first to have reported this issue and that IVGID has no control over WM business practices.

This is wrong. My fines and dumping fee should be refunded AND Waste Management should not be doing things like this to residents.
Sara Schmitz

(925) 858-4384

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Kendra Wong
Incline Village General Improvement District
Chairwoman