

NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on December 13, 2023 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone at (877) 853-5247 (the webinar ID will be posted on our website on the day of the meeting). The meeting will be available for viewing at <https://livestream.com/accounts/3411104>.

A. PLEDGE OF ALLEGIANCE*

B. ROLL CALL OF TRUSTEES*

C. INITIAL PUBLIC COMMENTS - *Remarks by speakers during any public comment period shall be limited to three (3) minutes each. The Board Chair reserves the right to reduce the time allowed for public comment so long as such reduction is clearly communicated prior to the commencement of the comment period. Each individual's right to comment is subject to reasonable time, place, and manner restrictions as set forth in Board policy and this agenda statement. Public comments must be addressed to the Board Chair only, and not to staff or other attendees. No person may allocate their unused public comment time to any other person. The Chair may prohibit a person from continuing to make a public comment if it becomes clear that the content of the comment is a topic that is not relevant to or within the authority of the Board, or if the content of the comment is willfully disruptive of the meeting by being repetitious or interfering with the rights of other speakers. Any restriction on public comment for these reasons must be viewpoint neutral. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*

D. APPROVAL OF AGENDA (for possible action)

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

-OR-

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

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

1. **SUBJECT:** Interim General Manager's Monthly Status Report. – **pages 6 - 29**

2. **SUBJECT:** Receive a verbal report and update on the General Manager recruitment status. (Presented by the Director of Human Resources Erin Feore)

3. **SUBJECT:** Receive a report and update on the Beach Season wrap-up. (Presented by Director of Parks and Recreation, Sheila Leijon & Recreation Supervisor - Operations & Community Programming, Adia Van Peborgh) – **pages 30 - 47**

4. **SUBJECT:** Treasurers Report - October 2023 Activities District Treasury Report. (Requesting Trustee: Treasurer Raymond Tulloch) – **pages 48 - 60**

F. CONSENT CALENDAR (for possible action) - *These items are expected to be routine and non-controversial. The Golf Advisory Committee will act upon them at one time without discussion. Any Committee member, staff member, or interested party may request that an item be removed from the consent calendar for discussion.*

Incline Village General Improvement District

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

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

www.yourtahoeplace.com

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Agenda for the Board Meeting of December 13, 2023 - Page 2

1. **SUBJECT:** Approval of the Meeting Minutes for November 8, 2023 – *pages 61 - 300*
2. **SUBJECT:** Review, discuss and possibly approve a contract time extension with Jacobs for the Effluent Storage Tank CIP# 2599SS2010 project. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 301 - 305*

Recommendation for Action: Review, discuss and approve a contract time extension with Jacobs for the Effluent Storage Tank CIP#2599SS2010 project.

G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Election of Board of Trustees Officers for the 2024 Term – Effective January 1, 2024.
page 306

Recommendation for Action: That the Board of Trustees make a motion to nominate individual officer positions (multiple motions) of the Board and/or an officer position slate (one motion).

2. **SUBJECT:** Approve and authorize the General Manager to Execute the State of Nevada Clean Water State Revolving Fund Loan Contracts CW2401 and CW2402 in the aggregate amount of \$36,740,000 to complete the financing of the Effluent Pipeline Project. (Requesting Staff Member: Interim Director of Finance Bobby Magee) – *pages 307 - 431*

Recommendation for Action: That the Board of Trustees make a motion to Authorize the General Manager to Execute State of Nevada Clean Water State Revolving Fund Loan Contracts CW2401 and CW2402 in the aggregate amount of \$36,740,000 to complete the financing of the Effluent Pipeline Project.

3. **SUBJECT:** Review, discuss, and possibly approve **Resolution No. 1906** providing for the Issuance of Sewer Bond Series 2024A in the maximum amount of \$36,371,700 and Sewer Bond Series 2024B in the maximum amount of \$368,300 (Principal Forgiveness); Providing the Forms, Terms and Conditions Thereof; Securing Payment Through a Pledge of Net Revenues Derived from the Utility System of Which the Financed Project is a Part; Ratifying Actions Previously Taken Toward the Issuance of the Bonds; and Providing Other Matters Relating Thereto. (Requesting Staff Member: Interim Director of Finance Bobby Magee) – *pages 432 - 485*

Recommendation for Action: That the Board of Trustees makes a motion to approve Resolution Number 1906 providing for the issuance of Sewer Bond Series 2024A in the maximum amount of \$36,371,700 and Sewer Bond Series 2023B in the maximum amount of \$368,300 (principal forgiveness); providing the forms, terms and conditions thereof; securing payment through a pledge of net revenues derived from the utility system of which the financed project is a part; ratifying actions previously taken toward the issuance of the bonds; and providing other matters pertaining thereto.

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Agenda for the Board Meeting of December 13, 2023 - Page 3

4. **SUBJECT:** Review, Discuss and Possibly Approve Construction Manager at Risk ("CMAR") Construction Agreement with Granite Construction for completion of Phase 2 of the Effluent Export Pipeline including the negotiated schedule of values, CMAR Fee, and owner-controlled risk reserve prepared for Guaranteed Maximum Price (GMP) in the amount of \$46,744,705.15; 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2524SS1010. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 486 - 775*

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

1. Approve CMAR Construction Agreement with Granite Construction for the Effluent Pipeline Project with a Guaranteed Maximum Price in the amount of \$46,744,705.15 (Inclusive of \$7.688M Owner Controlled Risk Reserve); 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2524SS1010.
2. Authorize the Chair and Secretary to execute the CMAR Contract with Granite Construction.

5. **SUBJECT:** Review, discuss and possibly approve the Construction Contract for Sewer Pump Station #1 Improvements - 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2599DI1703; Contractor: San Joaquin Electrical, Inc. in the amount of \$1,113,500, and approve a Professional Service Agreement: DOWL LLC in the amount of \$29,620. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 776 - 1006*

Recommendation for Action: The Board of Trustees make a motion to:

1. Approve the Construction Contract for SPS #1 Improvements - 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2599DI1703; Contractor: San Joaquin Electrical, Inc. in the amount of \$1,113,500.
2. Authorize staff to execute change orders for additional work for 15% of the SPS #1 Improvements construction contract in the amount of \$167,000.
3. Approve the award of the Professional Services Agreement with DOWL, Inc. for construction management services in the amount of \$29,620.
4. Authorize engineering staff to perform construction services as required, in an amount not to exceed \$25,000.
5. Authorize Public Works operational staff to perform services if needed in an amount not to exceed \$50,000.
6. Authorize Chair and Secretary to execute the contracts in substantially the form presented.

6. **SUBJECT:** Review, discuss and possibly approve the finding that the contract is exempt from the requirements of competitive solicitation **and** review, discuss and possibly approve a Service Agreement for the Water Resource Recovery Facility Centrifuge Repair/Reconditioning - 2023/2024 Capital Project Fund: Utilities; Division: Sewer; Project #2599SS1102 Water Resource Recovery Facility Improvements; Contractor: Centrisys CNP in the amount not to exceed \$171,880. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 1007 – 1026*

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Agenda for the Board Meeting of December 13, 2023 - Page 4

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

1. Make the following finding: The District's repair/reconditioning to the existing centrifuges is exempt from competitive solicitation for the following reasons: NRS 332.115.1.(c) and the Board's Purchasing Policy 20.1.0, Section 3.1 Subsection A.2.
 2. Approve the award of a Service Agreement for the Water Resource Recovery Facility Centrifuge Repair/Reconditioning - 2023/2024 Capital Project Fund: Utilities; Division: Sewer: Project #2599SS1102 Water Resource Recovery Facility Improvements; Contractor: Centrisys CNP in the amount not to exceed \$171,880.
 3. Authorize the Interim General Manager to execute the contract in substantially the form presented.
7. **SUBJECT:** Review, discuss and possibly approve an increase to the project budget to support increased asphalt repair scope quantities for Mt. Golf Cart Path Restoration Phase II - 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #3241LI1903; Vendor: SNC Construction in the amount of \$160,000. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 1027 - 1038*

Recommendation for Action: The Board of Trustees make a motion to:

1. Approve an increase to the project budget for Mt. Golf Cart Path Restoration Phase II - 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #3241LI1903; Vendor: SNC Construction in the amount of \$160,000 to support increased asphalt repair scope quantities in the amount of \$160,000.
8. **SUBJECT:** Review, discuss and possibly adopt revised Board Policy 23.1.0 - A policy regarding access to confidential and non-public information. (Requesting Staff Member: District General Counsel) – *pages 1039 - 1046*

Recommendation for Action: That the Board of Trustees make a motion to adopt revised Board Policy 23.1.0 - A Policy regarding access to Confidential and Non-Public information.

9. **SUBJECT:** Review, discuss and possibly approve an Amended and Restated Site Use License Agreement with NV Energy for Use of Diamond Peak Ski Resort Parking Lot to Prohibit Helicopter Operations. (Requesting Staff Member Interim General Manager: Mike Bandelin and District General Counsel) – *pages 1047 - 1055*

Recommendation for Action: The Board of Trustees make a motion to approve the Amended and Restated Site License Agreement with NV Energy.

10. **SUBJECT:** Review, discuss and possibly approve the agreement for FlashVote Services not to exceed the amount of \$7,900.00. (Requesting Trustee: Trustee Matthew Dent) – *pages 1056 - 1066*

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Agenda for the Board Meeting of December 13, 2023 - Page 5

Recommendation for Action: It is recommended the Board of Trustees move to approve the Flashvote Services agreement, not to exceed the amount of \$7,900.00.

11. **SUBJECT:** Review, discuss and possibly act on the FlashVote survey results. (Requesting Trustee: Trustee Matthew Dent) – *pages 1067 - 1087*
12. **SUBJECT:** Review, discuss, and potentially answer the remaining community questions received at the October 11, 2023, Townhall Forum. (Requesting Trustee: Trustee Matthew Dent) – *pages 1088 - 1139*

- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
- I. LONG RANGE CALENDAR – *pages 1140 - 1142*
- J. BOARD OF TRUSTEES UPDATES
- K. FINAL PUBLIC COMMENTS - Limited to a maximum of three (3) minutes in duration.
- L. ADJOURNMENT (for possible action)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 a.m. on Friday, December 8, 2023, a copy of this agenda (IVGID Board of Trustees Session of December 13, 2023) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

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

/s/ Heidi H. White

Heidi H. White

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

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

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

MEMORANDUM

TO: Board of Trustees

FROM: Mike Bandelin, Interim General Manager

SUBJECT: Interim General Manager's Monthly Status Report
Prepared for the meeting of December 13, 2023.

DATE: December 13, 2023

Venue Status Reports

Venue status reports are attached for November 2023.

Public Records Log

Public Records request Log attached from the following dates:
July 6, 2023 to December 6, 2023

Public Records Request Log						
Thursday, December 7, 2023						
Due Today:		1				
Open Requests :		8				
Log No.	Status	Date Requested	By Whom	Subject	Date Complete or Due by	
	Complete	Thursday, July 6, 2023	Katz, Aaron	Project Manager Job Description	7/12/2023	
	Complete	Monday, July 31, 2023	Homan, Mick	Correspondence re Ord 7 and Beach legal opinions	9/29/2023	
	Complete	Friday, August 4, 2023	Paul, Gwen	Emails: Trustees & Mr. Dobler; Trustees and AC Chair Nolet starting 1/1/2023 to present (date filled)	8/4/2023	
	Complete	Tuesday, August 8, 2023	Ashton, Don	Reports from Moss Adams	8/23/2023	
	Complete	Monday, August 14, 2023	Abel, Mike	Files on he and his wife	8/14/2023	
	Complete	Monday, August 14, 2023	Abel, Mike	Kaye Shackford and Mattford Group	8/18/2023	
	Complete	Tuesday, August 22, 2023	Wells, Kristie	Emails: Carey, etc and re: Dobler	9/8/2023	
	Complete	Tuesday, August 22, 2023	Wells, Kristie	Emails: GSG etc. 8/1/2016 to 8/22/2023	9/8/2023	
	Complete	Wednesday, August 23, 2023	Krolick, Gail	Emails: Carey and Dobler re suspension	9/8/2023	
	Complete	Thursday, August 24, 2023	Solt, Jasen	S&W easement documents – Cal Neva	9/5/2023	
	Complete	Monday, August 28, 2023	Riner, Dr. Myles	Mick Homan's recent resignation letter	8/28/2023	
	Complete	Friday, September 8, 2023	Dobler, Cliff	Emails: Kahrs to BOT re ltr from Dee Carey	9/13/2023	
	Complete	Monday, September 11, 2023	Katz, Aaron	NVEnergy replacement – helicopter charges	9/12/2023	
	Partial response	Monday, September 11, 2023	Barth, Megan	Banking information, reconciliations, salaries and benefits, general ledger, notary	9/12/2023	
	Awaiting response from Mr. Hicks	Monday, September 11, 2023	Hicks, Joshua	Golf Genius emails	10/24/2023	
	Complete	Tuesday, September 19, 2023	Becker, Mary	Employment Contracts for Dobler, Schmitz, Dent and Tulloch	9/19/2023	
	Complete	Wednesday, September 20, 2023	Dobler, Cliff	3 invoices: Granite Construction	9/21/2023	
	Complete	Thursday, September 21, 2023	Johnson, John	Vote Tally – Golf Advisory Committee	9/21/2023	
	Complete	Friday, September 22, 2023	Wright, Frank	Submittal by Trish McKowen read at the 09/19/2023 BOT meeting	9/27/2023	
	Complete	Monday, September 25, 2023	Dobler, Cliff	Invoices from Silver State Law	10/4/2023	
	Complete	Tuesday, September 26, 2023	Riner, Dr. Myles	Emails: Schmitz and Winquest during 09/1/2022 to 09/14/2022	9/26/2023	

Public Records Request Log

Thursday, December 7, 2023

Due Today:	1
Open Requests :	8

Log No.	Status	Date Requested	By Whom	Subject	Date Complete or Due by
		Tuesday, September 26, 2023	Dobler, Cliff	Correspondence between Granite and Silver State Law from 9/1/2022 to today related to CMAR contract only	
	Complete	Wednesday, September 27, 2023	Katz, Aaron	Travel to Nat'l's Recreation and Parks Ass'n Convention in Dallas, TX in October 2023	10/2/2023
		Monday, October 2, 2023	Usinger, Carolyn	Complaint Documentation from 7/12/2023 BOT Meeting	
	Complete	Monday, October 2, 2023	Usinger, Carolyn	Pricing Practice - Older Versions	10/2/2023
	Complete	Thursday, October 5, 2023	Usinger, Carolyn	Personnel/HR Policies to include whistleblower, anti-discrimination and anti-bullying	10/9/2023
	Complete	Monday, October 9, 2023	Dobler, Cliff	Emails from Carey to Dobler between 8/1/2020 to 1/31/21	10/9/2023
	Complete	Monday, October 9, 2023	Dobler, Cliff	Estimates - Engineering Department	10/26/2023
		Thursday, October 12, 2023	Katz, Aaron	Senior Transportation	
	Complete	Monday, October 16, 2023	Wells, Kristie	Emails - Schmitz to Golf Advisory Committee	10/23/2023
	Complete	Friday, October 20, 2023	Katz, Aaron	TCF - Rockfest	11/1/2023
	Complete	Tuesday, October 24, 2023	Becker, Mary	Emails - Schmitz and Krasner	10/25/2023
	Complete	Tuesday, October 24, 2023	Courtney, Cindy	Agreement between IVGID and NVEnergy	10/24/2023
	Complete	Thursday, October 26, 2023	Katz, Aaron	Lawn Mower service hours and service/maintenance records	10/26/2023
		Friday, October 27, 2023	Homan, Mick	Emails on a variety of topics from 5/1/2023 to 8/1/2023	
	Complete	Friday, October 27, 2023	Dobler, Cliff	Listing of Kitchen Equipment from 8/9 Packet	10/30/2023
		Saturday, October 28, 2023	Katz, Aaron	P-Card: 1/1/2019 to present: Allen, Riley and Rau	
	Complete	Friday, October 27, 2023	Dobler, Cliff	Brycon Contract and Amendment along with McCuen Construction bid	11/10/2023
	Complete	Tuesday, October 31, 2023	Dobler, Cliff	Maintenance records for Championship Golf course equipment from 6/1/2019 to present	11/7/2023
	Complete	Saturday, November 4, 2023	Katz, Aaron	Agreement for purchase/ sale of Sister Bay pool deck furniture. (Burnt Cedar Pool)	
23-099	Complete	Sunday, November 5, 2023	Gumz, Joy	Fixes aset Physical Inventoryand general ledger sheets for each department FY 2021 thru 2023	11/20/2023 & 12-05-2023
23-100	Complete	✓ Sunday, November 5, 2023	Dobler, Cliff	Statement of qualifications from Byron and McCuen Construction RE: Diamond Peak Kitchen Equipment	11/10/2023

23-101	Complete (withdrawn)	✓ Thursday, November 9, 2023	Dobler, Cliff	Correspondence regarding 2018 conversation with Dobler and IVGID Employee	11/15/2023
23-102	Complete (withdrawn)	✓ Thursday, November 9, 2023	Dobler, Cliff	Emails from Dobler to Heron s stated in 10-01-2020 draft letter Dee Carey	11/15/2023
23-103		✓ Thursday, November 9, 2023	Dobler, Cliff	request 10-06-2023 Dee Carey e-mails	Extended
23-104		✓ Thursday, November 9, 2023	Dobler, Cliff	Request file on Cliff Dobler	Extended
23-105	Complete	✓ Monday, November 13, 2023	Gumz, Joy	1) 12/15/2020 ro 01/16/2022, fleet service records repair transaction cost detail	11/17/2023
23-106		✓ Monday, November 13, 2023	Gumz, Joy	2) Attendance / timekeeping records for all employees for the calendar year 2022	Extended
23-107	Complete	✓ Monday, November 13, 2023	Gumz, Joy	3) Labor distribution report for calendar year 2022 GL Detail	11/17/2023
23-108		✓ Wednesday, November 22, 2023	Dobler, Cliff	IVGID Request for Qualifications DP Coolers and Prep Reconfiguration	
23-109	Complete	✓ Monday, November 27, 2023	Wright, Frank	IVGID payments to IVCB Business Alliance (IVCBA) for the past three years.	11/28/2023
23-110	Complete	Tuesday, November 28, 2023	Van Miltenburg, J	Do PGA Members/ Professional golfers receive Reduced Green Fee	11/29/2023
23-111	Complete (withdrawn)	✓ Wednesday, November 29, 2023	Frank Wright	Who Authorized the use of IVGID logo	12/05/2023
23-112	Complete (withdrawn)	✓ Wednesday, November 29, 2023	Wright, Frank	Who gave permission to IVCBA to use the parking lot for Job Fair, who provided refreshments, etc. EMAIL 11/28 who authorized our involvement and how much did it cost IVGID	12/5/2023
23-113	Complete (withdrawn)	✓ Wednesday, November 29, 2023	Wright, Frank	Provide the Date(s) the fixed Asset Physical Inventories were performed.	12/5/2023
23-114		✓ Wednesday, November 29, 2023	Gumz, Joy	Table of Approved Positions for FY 22-23 including grade & class	Extended
23-115	Complete	✓ Monday, December 4, 2023	Miller, Judith	Executed Agreement between IVGID and Diamond Peak Ski Education Foundateion	12/4/2023
23-116	Complete	✓ Sunday, December 3, 2023	Dobler, Cliff	provide Opinion of Probable Construction Costs (OPPC)- July 2023 - Effluent Pipeline	12/6/2023
23-117	Complete	✓ Sunday, December 3, 2023	Dobler, Cliff	Request - Agreement between IVGID and Federal Gov on the wetlands located in Douglas County	12/6/2023
23-118		✓ Sunday, December 3, 2023	Dobler, Cliff		12/7/2023

VIII. ATTACHMENTS

1. Finance Status Report November 2023
2. HR Status Report - November 2023
3. Venue Status Report - Parks & Recreation November 2023
4. Venue Status Report - PW November 2023
5. Venue Status Report - Ski - November 2023 (003)

MEMORANDUM

TO: Mike Bandelin
Interim General Manager

FROM: Bobby Magee
Interim Director of Finance

SUBJECT: Status Report for November 2023 – Finance/Accounting

DATE: December 13, 2023

Finance and Accounting

Finance Department Staffing Over the past few months the Finance Department has been focused on a significant rebuild of the Department due to numerous vacancies. In November, the recruiting process wrapped up for several of the vacant positions, with contingent offers extended to the highest-rated candidates. It is expected that in December the Department will have only two remaining vacancies, and the focus will shift to training the new staff and working on the Finance priority list of catch-up items and special projects that were previously approved by the Board.

Audit for the Year Ended June 30, 2023 In November, Baker Tilly completed its work on the initial reconciliations of all bank statements for the previous fiscal year. While the reconciliations were completed, there were a large number of transactions that needed further research to correctly balance the accounts. In late November, the team developed an ‘all hands on deck’ approach to complete the final reconciliations of all accounts, for the entire fiscal year. Most routine, day to day tasks were set aside to focus on the needed research during the last two weeks of the month. The work was completed, and a Trial Balance was run for the fiscal year and subsequently provided to the IVGID Auditors. Davis Farr, the auditing firm, is expected to begin its fieldwork on the annual audit beginning on December 4th.

In fiscal year 2022, IVGID had an audit finding regarding bank reconciliations not being completed in a timely manner. It should be reasonably expected that the auditors will issue the same finding, as a repeat finding, for FY2022-23. The Finance Department takes this issue very seriously, and has implemented a plan to ensure this does not happen in future months once the backlog of monthly reconciliations has been completed. Baker Tilly has continued to assist the district with the bank reconciliations from July through November 2023, and a

One District – One Team

new reconciliation process has been put into place. Beginning in December, staff will download daily cash activities from Wells Fargo. These statements will be “audited” by the IVGID accounting team to ensure that internal deposits are recorded appropriately and external electronic deposits are documented and recorded. This will allow staff to immediately identify any unusual activity. In addition, staff has received direction to notify the executive leadership team if any future reconciliations are not expected to be completed in a timely fashion.

Tyler Enterprise (Formerly Known as Munis) Implementation Project This item was identified by the Board on August 24, 2023 as the Finance Department’s top priority of special projects. In November, the team completed final reconciliations of the financial portion of the Innoprise ERP ending balance to the IVGID ACFR, which was then balanced to the new Tyler Enterprise beginning balance. In addition, the Innoprise ending balance of outstanding invoices was reconciled to the Enterprise beginning balance. With respect to both the financial and outstanding invoices items, after reconciliation adjusting entries were made to Enterprise, with specific notes added to create an auditable trail of the details behind the reconciliation. In both cases, an independent evaluation was completed outside of the Finance Department to confirm all of the numbers matched.

An analysis of several workflow processes was completed this month. Beta testing of revised workflows in the test environment is scheduled to begin in early December, with departmental training and feedback expected to finalize the process prior to the end of January.

Finance staff has continued to attend training sessions with Tyler on the capabilities of the Enterprise system, and learning more about best practices employed by other agencies when setting systems/workflows/controls up for the production environment. In November, staff from multiple departments attended training sessions on Accounts Payable, Requisitions, Purchase Orders, and Invoice Processing. Cross training on each of these functional areas was also completed.

Accounting / Reporting / Revenue In early November, the Accounting team began to refocus its primary duties on accounting and reporting. It had been recently discovered that IVGID had not filed its required Quarterly Economic Surveys (QES) with the State in over a year. (State Form 4408 LGF) Finance researched the historical data and prepared the statements, and filed all four of the required QES’s with the State. The Accounting team has received training on the importance of timely reporting, and has implemented a process to ensure future reports are completed and filed on time.

Throughout the month, the Revenue Division worked on completing its Event Reconciliations, which had also not been completed in several months. During the month of December, it is expected that the Event Reconciliation process will be fully reconciled and caught up to current activities. It is also expected to be on track for timely, monthly reconciliations moving forward.

Internal Controls Project Staff in multiple departments felt that, as a matter of best practice and better separation of duties, the Payroll function should be relocated from Human Resources to the Finance Department. In November this transition was completed, and operationally the Finance Department assumed responsibility for Payroll effective immediately. For budgeting purposes, the position will remain in the Human Resources budget for the remainder of this year, and funding for the position will appear in the next budget in the Finance Department. The move is completely cost neutral, as funding in the Human Resources budget for this position will be removed in the next budget cycle.

MEMORANDUM

TO: Mike Bandelin, Interim General Manager
FROM: Erin Feore, Director of Human Resources
SUBJECT: Monthly Venue Manager Status Report
DATE: December 4, 2023

The Human Resources team continues with recruitment efforts for ongoing seasonal staffing and our full-time/year-round staffing needs. Currently, the HR Department has ten full-time/year round positions posted. In the month of August, the following positions have been filled:

Filled

Lift Manager
Safety Specialist (*pending start date in December*)
Public Works Technician
Management Analyst (*pending start date in December*)
Electrician/Instrumentation Technician
Recreation Supervisor – Operations & Community Programming
Collection/Distribution Op III/Assistant Supervisor

Openings

General Manager
HR/Recruitment Assistant
Senior Accountant
Collection/Distribution Operator in Training
Director of Golf Operations
Facilities Operations – Lead

Our Talent Acquisition Specialist, Lisa Hoopes, continues to seek out and attend regional job fairs to promote the District as preferred employer in Incline Village. Over the past two months, Lisa and venue managers have attended the following job fairs:

EmployNevada – Carson City
TMCC – Reno
Nevada Day Parade/Diamond Peak Job Table – Carson City
Diamond Peak Job Fair – Incline Village
UNR Tabling Event for Local Employers - Reno

On the training front, HR staff have attended a number of various training in November. From Management Skills, Conflict Resolution, Recruiting and Risk Management training, the whole of the team has continued to focus on ensuring we are updated on the latest HR-related changes to regulations and trends.

As the Ski operations began ramping up for the start of Ski season, Curtis has facilitated dozens of District Orientation & Customer Service trainings to ensure staff receive these important trainings before they start work. It's our hope that by requiring staff to complete these trainings before their first day of work, there is a lesser impact to operations previously incurred when staff were pulled away during the busiest part of the season to attend training.

The October/November Attrition Report is as follows:

<u>Month</u>	<u>Start Ttl # of EE's</u>	<u>Hired*</u>	<u>Ttl Term EE's</u>	<u>End Ttl # of EE's</u>	<u>Avg # of EE's</u>	<u>Attrition Rate</u>
January, 2022	343		24	319	331	6.997
February, 2022	329		22	307	318	6.687
March, 2022	321		48	273	297	14.953
April, 2022	278		47	231	254.5	16.906
May, 2022	273		7	266	269.5	2.564
June, 2022	308		17	291	299.5	5.519
July, 2022	292		18	274	283	6.164
August, 2022	308		32	276	292	10.390
September, 2022	288		16	272	280	5.556
October, 2022	287		25	262	274.5	8.711
November, 2022	379		4	375	377	1.055
December, 2022	459		9	450	454.5	1.961
January, 2023	496		12	484	490	2.419
February, 2023	470		27	443	456.5	5.745
March, 2023	479		59	420	449.5	12.317
April, 2023	448		129	319	383.5	28.795
May, 2023	422		51	371	396.5	12.085
June, 2023	459		12	447	453	2.614
July, 2023	467		17	450	458.5	3.640
August, 2023	462		64	398	430	13.853
September, 2023	408	11	46	373	390.5	11.275
October, 2023	373	32	51	354	363.5	13.673
November, 2023	354	168	10	512	433	2.825
<i>*Reconfigured reporting based on recommendations for clarity</i>						

Note: per recommendations for clarity in reporting, we have outlined both hired and terminated employee counts. It should be understood that these numbers may change based on the timing of this report.

MEMORANDUM

TO: Mike Bandelin
Interim General Manager

FROM: Shelia Leijon
Director of Parks and Recreation

SUBJECT: Status Report for November 2023 – Parks and Recreation

DATE: December 13, 2023

REC CENTER

- Recreation Staff (Pandora and Shelia) has been working with the Accounting Department (primarily Vicky and Marc), to access more accurate operating statements and reports from Tyler.
- Vermont reports indicate the current revenue for the Recreation Center (not Rec Fund) through November is approximately \$390,000. The plan is to continue to work with finance to produce a more accurate snapshot of the Recreation Fund budget to date.
- With the limited space at the Rec Center, a decision to install employee lockers was reached. While it's not the perfect solution, the lockers provide the much-needed location for Recreation Center staff to store their personal items and create a more welcoming, inclusive work environment.

A Look Ahead

- The Recreation Center celebrates its 31st anniversary on December 15. A celebration is being planned for Recreation Center members for late January or early February. Details to follow.
- The budgeted replacement of the Group Fitness Flooring is planned for the New Year.
- The budgeted recoating and resurfacing of the Recreation Counter flooring is planned for the New Year.

AQUATICS

Rec Center Pool

- 100 children enrolled in November for Group swim lessons which are scheduled to continue through Dec 7th.
- 20 individuals were enrolled in private swim lessons.
- 23 children enrolled in the swim stroke clinic in November.
- 10 children enrolled in NNA and Pre-Swim Team.
- IMS Exploratory continues in the pool on Wednesdays, with an average of 9-11 kids per session.

- Repairs & Maintenance: An unexpected leak in the pump room was repaired by the buildings team. The pool lights and handicapped stairs were repaired by Aquatics Maintenance vendor, Lee Joseph, Inc.

PARKS

Village Green Dog Park

The next Dog Park Meeting is scheduled for December 12, 2023. The focus of this meeting is the reviewing and fine tuning the draft survey. Staff intends to bring the survey to the Board of Trustees for their approval in January.

Parks, Beaches and Open Spaces

- Fall Safety Checklist Completed: Fire extinguishers and eyewash station signed off. Backflow devices for fire suppression system at Parks building scheduled. Playground inspections completed by Parks staff. Winter equipment safety training for Parks staff completed. Chlorine spill kits made for Aquatics team to protect and contain any accidental chemical spills.
- Fall Prep, Repairs, Maintenance and Equipment Storage Completed: Incline Beach playground tot feature replaced. Aspen Grove fence 1"X 6" fence boards secured with screws. Soccer goals placed in storage for Preston Field, Village Green and Ridgeline Park. Gate to Preston infield installed for better access with groomer and vendors during special events. Fall cleanup of pine needles taking place and being recycled at Bently Ranch. Snow staking, ice melt containers placed at sites. Buildings Department staff confirmed heat tape on buildings and heaters are working properly. Coordinated delivery of equipment for servicing at Fleet Department, then winter storage. Erosion wattles, sandbags put in place at Burnt Cedar, Ridgeline Fields, SEZ Incline Creek and Skate Park for winter.
- East Park tree holiday lighting facilitated by volunteers.
- The fall Goose Patrol orientation took place November 14.
- Interco charges applied to sites AG, RC, Admin, and Tennis/Bocce Ball Center, East and West Parks.
- Coordinating new location for Christmas tree recycling at Overflow Parking Lot (958 Lakeshore Blvd) rather than Preston Park (700 Tahoe Blvd).
- Removed tree rounds from Third Creek by Disc Course to restore water flow.

A Look Ahead: December

- Delivery, assembly and placement of 19 Beach picnic tables expected in November or December.
- Assisting with collaborative community event, Candy Cane Lane and Village scheduled for December 2.
- Installing newly designed Tennis Pickleball Center signage Spring 2024.
- Scheduling spring defensible space work, green-waste cleanup and recycling.
- December P&R teambuilding event at Aspen Grove, decorating building and outside with Christmas lights and decorations.
- Possible spring tree work at to be scheduled at Tennis.
- Tree City USA application to be completed and submitted
- Winterizing the Bike Park with winter tarps.
- Removing stumps from Incline Creek near bridge joining RC and college open space.

BEACHES

Winter beach operations continue.

The year - round beach operations schedule is included below.

Beach Staffing Fall/Winter - Spring/Summer 2023 2024

Timeframe	Gates Open	Gates Close	Ambassador	Beach Hosts	Boat Ramp
Sunday October 15 - Sunday November 10	6:00am	7:00pm - 8:00pm	7:00am - 8:30pm	NONE	Reservation Only
Monday November 11 - Sunday March 9th	6:00am	6:00pm - 7:00pm	7:00am - 8:30pm	NONE	Reservation Only
Monday March 10 - Sunday April 14	6:00am	7:00pm - 8:00pm	7:00am - 8:30pm	NONE	Reservation Only
Monday April 15 - Sunday June 16	6:00am	8:00pm - 9:30pm	7:00am - 10:00pm	9:00am - 6:00pm	9:00am - 6:00pm
Monday June 17 - Monday September 2	6:00am	9:30pm - 10:00pm	7:00am - 10:00pm	7:00am - 8:00pm	7:00am - 8:00pm
Tuesday September 3 - Sunday October 20	6:00am	8:00pm - 9:30pm	7:00am - 10:00pm	9:00am - 6:00pm	9:00am - 6:00pm

NOTE: Schedule is dependant on staff availability, weather and is subject to change based on District AQI and Lightning Policy

*Daylights savings time begins

*Daylight savings end 11/03

MEMORANDUM

TO: Mike Bandelin

FROM: Kate Nelson

SUBJECT: Public Works Monthly Report

DATE: December 5, 2023

Special Projects:

Public Works is working on developing the Lead Service Line Inventory as required by NDEP/EPA Lead and Copper Rule. This is a huge project that involves identifying all waterline materials installed throughout the entire water system on the District's side of the water meter as well as the Customer's side of the water meter. The District has completed the inventory on the IVGID side of the Water Meter. PW is working on developing a plan to gain the material type on the customer's side of the meter.

Use this link for more information:

[2023-05-12 - RLCR Guidance Letter.docx \(live.com\)](#)

Engineering Summary of Projects:

Note the Engineering Department only has 2 full time employees to manage all FY23/24 Capital Improvement and Capital Expense Projects (Effluent Pipeline & Storage Tank PM remains with HK) – as a result projects have been evaluated for priority and schedules have been adjusted

- Capital Investment Committee – Snowflake Lodge Needs Assessment
- Hold for Funding/Permitting/Contract – Bike Park, Effluent Storage Tank
- RFP/RFQ – Skate Park Enhancement, Incline Beach House, Rec Center HVAC Evaluation
- Planning – Boat Ramp Evaluation, Fire Hydrant Replacement, Ski Way Pavement Rehabilitation
- Design – Alder Ave Waterline Replacement, Reservoir 3-1 WPS 4-2/5-1 Pavement & Slope Stabilization, Burnt Cedar Emergency Fuel Tank Replacement, DP Electrical Service Entrance/Grease Interceptor/Fuel Tank/Upper Parking Lot Pavement,
- Bidding – SPS#5 Wetwell & Manhole Coating, SPS #1(open 11/2/23)
- Construction – Reservoir Coating R5-3A R5-3B (early summer 2024), Mountain Golf Cart Path Phase II (spring 2023), Meter Register & Transponder Installation (meters on order), Snowmaking/Pump Station Improvements, Burnt Cedar RFID Ped Gate Access
- Construction Complete – Crystal Peak Waterline Replacement, Fall Pavement Maintenance, Effluent Export Pipeline (GMP 1), Utility Adjustment in NDOT ROW, Wetlands Improvements, Mountain Golf Cart Path Phase II (fall 2023 work) and Phase III, Diamond Peak Kitchen

Water/Wastewater Treatment:

- Water Production – Total 42.296 MG, Daily Avg 1.43 MGD, Daily Max 3.88 MGD
- Wastewater Processed - 22.337 MG, 0.745 MGD Daily Avg., 0.912 MGD Daily Max
- Total Call Outs – 24

Pipeline:

- Water Leak Repairs – 2
- Fire Hydrant Repair - 1
- Export Line Leak – Clear Creek Golf Course
- After Hour Service Calls – 8 (17 hr OT)
- Change out 39 meter transponders – work being done by meter reader with assistance as needed by pipeline

*Pipeline crew is training new meter reader

*Pipeline crew assisted ski in excavating snowmaking leak

Compliance:

- Backflow tests – 71
- Plan Checking – 28

Waste Not:

- HHW & E-Waste – 95 customers served in October – HHW's last collection day was November 14, 2023
- District Hazardous Waste Removed – Laboratory Waste (analysis methodology containers, expired chemicals), WRRF (UV Lamps), Pipeline (meter power supplies), Buildings (fluorescent lamps, electrical ballasts)

Fleet:

- Preventative Maintenance Hours – 305
- Corrective Maintenance Hours – 413
- CIP Projects Hours – 9

Laboratory:

- Potable Water Testing
 - System Samples Taken – 15
 - Total Coliform (#CFU/100mL) – 0
 - Avg. Total Res CL2 (mg/L) – 0.76
 - Outside Samples Taken – 3
 - WasteNot Water Quality Samples Taken – 1
- Wastewater Testing
 - Bacteriological Samples (Spoooner Pump Station) – 5
 - Monthly Avg. Total Res CL2 (Spoooner Pump Station) – 4.64 mg/L
 - Total Monthly TSS Analysis – 5
 - Total Monthly BOD Analysis – 5
 - Total Phosphorus Analysis - 1

Major Capital Improvement Project Status

- Effluent Pipeline Replacement Project
 - Granite has winterized the project site
- Effluent Storage Tank Project
 - USACE has completed the environmental assessment.
https://www.yourtahoeplace.com/uploads/pdf-public-works/IVGID_EffluentTank_FONSI_Oct2023.pdf
 - Granite is working with Jacobs and PW Staff to begin advertising for subcontractors to be able to develop the GMP.
- Incline Beach House
 - RFP documents reviewed by CIC
 - RFQ is currently being advertised. A mandatory site visit for prospective bidders was held November 28, 2023
- Skate Park Enhancement
 - RFP documents will be reviewed by CIC prior to advertisement

MEMORANDUM

TO: Mike Bandelin
Interim General Manager

FROM: Mike Bandelin
Diamond Peak General Manager

SUBJECT: Venue Status Report – Ski Venue – November 2023

DATE: December 5, 2023

The ski area opened on Thursday December 7th with 4 trails and 3 ski lifts with machine made snow. Lifts include Schoolhouse, Lodgepole and Crystal Express serving Crystal Ridge, Sunnyside, Lodgepole and Schoolyard trails.

Snowmaking operations have made the opening possible and will continue on to expand to other trails in effort to open Lakeview lift and more terrain as soon as possible.

Staff Recruitment

The ski venue hiring managers have busy with their annual fall duties of recruiting staff for the winter season including attending career fairs, calling potential applicants, interviews, hiring and onboarding tasks. Department managers and the Districts HR staff have been completing training for staff. Nearly 200 staff members have been on boarded and trained for their positions at the ski venue.

Off Season Maintenance of Infrastructure

The maintenance work performed on ski lifts, snowmaking facilities, buildings, slopes and the vehicles during the summer months has concluded.

The annual ski lift maintenance and condition assessment was performed on November 6th and 7th by Safe Hold which is the Districts general liability insurance company for the ski venue was completed. The inspection revealed that the ski lifts have been maintained very well and the lifts have been tested and operate very safely.

Currently

The replacement of the Winch grooming snow cat has been delivered, tested and used to push and groom snowmaking snow on the lower part of Crystal Ridge and Sunnyside in preparation for opening of the trails.

The replacement of the rental snowboard equipment that was approved by the District's Board of Trustees in March of 2023 has been delivered and assembled for rental use on opening day.

Snowmaking operations began for the 2023/24 winter ski season on October 29th and operations have been successful although there has been some unanticipated down time hours due to leaks, power outages and other items. With that the operations have been able to produce enough to open ski trails top to bottom through 321 hours of operation.

The District Board of Trustees approved a capital improvement project which included a reconfiguration of the Main Lodge kitchen as well as replacing the walk-in cooler and freezer unit. The project is on schedule for completion by the end of November. Staff will plan on providing a project conclusion report to our board of Trustees.

The Board of Trustees also approved a planned project of painting the exterior of the base facility buildings. The exterior painting of the Main Lodge and the Skier Services building has been completed.

The Special Use Permit application with USFS has been submitted to the Regional Office for review including a check in with the LTBMU Forest Supervisor for review prior to final approval.

Throughout the operating season staff will provide year to date information related financial position, service measures and KPI's. Staff has attached the FY 2023/24 Operating Budget Executive Summary for reference.

**Incline Village General Improvement District
Community Services – Diamond Peak Ski Resort
Executive Summary
Operating Budget FY 2023/24**

Overview

Diamond Peak Ski Resort provides a winter recreation experience to the community with 655 skiable acres of terrain including 361 acres of the terrain operated under a Special Use Permit through the USFS. The ski area operates six chair lifts and 1 surface lift serving 30 groomed trails with a top elevation of 8,540' and a base elevation of 6,700'. The ski area supports a snowmaking system with capabilities of making snow on 65% of the developed terrain.

The resorts amenities include a 13,000 square feet Main Lodge with food and drink service, indoor seating, equipment rental, sport shop, lockers and restrooms. The skier services building at 7,400 square feet provides guest services and lift tickets, first aid room, child and adult lessons, employee locker rooms and administration. At the top of Lakeview lift, you will find Snowflake lodge at 1,100 square feet providing food and beverage options with indoor and outdoor seating.

The daily operating season typical begins in early December and continues through the middle of April. During the off-season, April through November, extensive maintenance programs are planned to be performed throughout the building facilities, ski lifts, fleet vehicles, snowmaking facilities, snowmaking equipment, slope erosion control, forest health, tree care and brushing.

The ski area will typically begin snowmaking operations in early November to build a snow surface product to open the venue for the season on approximately December 9, 2023. The proposed FY2024 preliminary budget provides funding to operate the following services throughout the season.

Services Provided Include

- Ski lift served skiing and riding – 6 chairlifts
- Uphill skiing during non-operating hours
- Snowmaking / machine groomed trails
- Food outlets; Base Lodge, Wild Bill's BBQ and Snowflake Lodge
- Ski & Ride Center - group and private lessons age 7 to adult
- Child Ski Center - children group and private lessons age 3-6
- Equipment tuning and repair shop
- Equipment Rental – offering standard skis, snowboards and demo equipment
- Retail shop – clothing and accessories
- Storage Lockers - daily and seasonal
- Shuttle Transportation - serving Incline Village
- Diamond Peak Ski Education Foundation – skill development program

**Incline Village General Improvement District
Community Services – Diamond Peak Ski Resort
Executive Summary
Operating Budget FY 2023/24**

Key Rates

The ski venue practices a key rate schedule including three periods of pricing for admissions and fees with, daily lift tickets purchased, ski and ride centers lessons, ski and snowboard equipment rentals and season passes The model does not include food and beverage options as pricing is not subject to change by period. The table below is a very partial list of the key rates for products and services provided at the ski venue.

	Value	Weekend	Peak
Daily Lift Ticket			
PPH	\$35.00	\$35.00	\$45.00
Non- PPH	\$140.00	\$155.00	\$165.00
Adult Ski & Snowboard Lessons	\$115.00	\$120.00	\$140.00
Child Ski & Snowboard Lessons	\$165.00	\$175.00	\$205.00
Ski & Snowboard Equipment Rental	\$60.00	\$65.00	\$75.00
Season Pass Sales	Tier 1	Tier 2	Tier 3
PPH - Adult	\$319.00	\$358.00	\$447.00
Non - PPH - Adult	\$454.00	\$509.00	\$635.00

Visitation

Similar to the product-pricing model, fiscal year operating budgets and daily operations are informed by estimated skier visits counts by period and number of operating days. Peak or holiday periods include Christmas and New Year's at (17) seventeen days, Martin Luther King Day weekend at (4) four days and President's week scheduled with (9) nine days. Listed below are the estimated skier visit counts within the three periods that make up the forecasted one hundred and thirty days of operations.

Weekdays	Weekends	Peak Periods
200 - 500 visits	1,200 - 2,000 visits	1,800 - 2,500 visits
75 days	25 days	30 days

**Incline Village General Improvement District
Community Services – Diamond Peak Ski Resort
Executive Summary
Operating Budget FY 2023/24**

Operational Services

The ski venue proposed FY2024 preliminary operating budget includes the following services through Sources and Uses that provide the daily operations during the ski season including the ski off-season planned maintenance programs.

- (610) Tickets – Guest Services
- (34-530) F&B Main Lodge
- (36-530) F&B Snowflake
- (660) Adult Ski Lessons
- (670) Child Ski Lessons
- (680) Ski and Snowboard Rentals
- (620) Ski Lift Operations and Maintenance
- (980) Marketing
- (990) Administration
- (960) Hyatt Sport Shop
- (630) Slope Operations and Maintenance
- (650) First Aid and Ski Patrol
- (450) Fleet Maintenance
- (490) Brushing and Maintenance
- (690) Parking and Shuttle Transportation

Ski Fund (340) operating budgets fund the listed departments through the following expense sub accounts within the Services and Supplies.

- Advertising – Paid – Trade
- Banking Fees and Processing
- Computer IT Small Equipment
- Computer Licenses and Fees
- Contractual Services
- Dues and Subscriptions
- Employee Recruitment and Retention
- Operating Supplies
- Fuel
- Uniforms
- Small Equipment
- Permits and Fees
- Rental and Lease
- Repairs and Maintenance General
- Janitorial
- Snow Removal
- Rental and Leases
- Permits and Fees
- Engineering Services
- Building Maintenance Services
- Security
- Training and Education

Listed below are regulatory agencies, standards and departments that provide oversight to planning, compliance and operations within the ski venue.

- Incline Village General Improvement District
- Washoe County Health Department
- Washoe County Building Department
- North Lake Tahoe Fire Protection District
- Nevada State Fire Marshal
- United States National Forest Special Use Permit

**Incline Village General Improvement District
Community Services – Diamond Peak Ski Resort
Executive Summary
Operating Budget FY 2023/24**

- Tahoe Regional Planning Agency
- American National Standards Institute – B77.1
- Safe Hold Special Risks - Ski Area Operational Activities Risk Conformance

FY2024 Operating Budget

Sources - Uses	Sources	Uses	Variance	Operating Margin
(600) Sales & Fees	\$7,560,800			
(34-560) Food & Beverage - Main Lodge	\$1,456,700	\$1,035,370	\$421,330	29%
(36-530) Food & Beverage - Snowflake	\$457,200	\$308,790	\$148,410	32%
(660) Adult Ski & Snowboard Lessons	\$885,905	\$404,897	\$481,008	54%
(670) Child Ski & Snowboard Lessons	\$877,615	\$526,318	\$351,297	40%
(680) Ski & Snowboard Equipment Rental	\$1,274,200	\$377,861	\$896,339	70%
(960) Hyatt Sport Shop	\$342,848	\$108,201	\$234,647	68%

Operations - Uses	FY2023	FY2024	Variance
(450) Fleet Inter Fund Service	\$455,515	\$431,020	-\$24,495
(490) Brushing - Maintenance	\$107,116	\$136,226	\$29,110
(610) Revenue Office	\$435,214	\$375,456	-\$59,758
(620) Lift Operations Maintenance	\$1,186,734	\$1,249,622	\$62,888
(630) Slope Operations Maintenance	\$1,092,016	\$963,440	-\$128,576
(650) Ski Patrol Operations	\$306,877	\$314,040	\$7,163
(690) Property Operations Transportation	\$809,460	\$785,981	-\$23,479
(980) Marketing	\$587,008	\$603,692	\$16,684
(990) Administration	\$1,359,799	\$1,413,720	\$53,921
(990) Central Services Allocation Cs	\$524,073	\$892,441	\$368,368

Service Metrics

The table below provides actual and forecasts of measurable units of services that inform the ski venue operating budget through key performance indicators.

**Incline Village General Improvement District
Community Services – Diamond Peak Ski Resort
Executive Summary
Operating Budget FY 2023/24**

Service Measure Units	Actuals <u>FY2019-20</u>	Actuals <u>FY2020-21</u>	Actuals <u>FY2021-22</u>	Budget <u>FY2022-23</u>	Budget <u>FY2023-24</u>
<u>Ski Season</u>					
Opening Date	12/7/2019	12/7/2020	12/16/2021	12/8/2022	12/7/2023
Closing Date	3/15/2020	4/18/2021	4/3/2022	4/9/2023	4/14/2024
Operating Days	100	133	108	123	130
Skier Visits	99,424	126,638	91,489	130,000	130,000
PPH Lift Tickets	7,950	9,869	7,835	9,000	9,000
PPH Season Passes YTD	2,662	4,117	4,383	3,785	3,900
Non PPH Season Passes YTD	3,445	4,640	4,116	3,830	4,195
Lift Tickets	46,144	39,815	41,593	42,517	42,517
Food & Beverage Guest Checks	76,359	52,158	60,914	93,700	93,700
Rental Equipment Units	22,913	22,443	17,828	28,300	28,300
Child Ski Center Lessons Taught	5,209	2,707	4,948	5,450	5,450
Ski and Ride Center Lessons Taught	9,234	7,445	8,667	10,850	10,850

Budget Highlights

Personnel / Staffing

Nearly 300 personnel members are recruited hired and trained annually throughout the operating season to support the ski venue operations. The seasonal work force includes full time, part time and limited part time schedules.

The proposed FY2024 personnel salaries and wages budgets have been updated to reflect a \$3.00 an hour increase to the seasonal frontline positions. The current FY2023 budget reflects a rate of \$18.00 an hour for the front line personnel while preliminary allocations of \$21.00 an hour are being proposed to remain competitive with recruiting efforts within the region. Staff will note that the current hourly rate for ski venue front line personnel is \$20.00 an hour.

The proposed preliminary Salaries and Wage budget includes a 10% reduction of seasonal position staff work hours. Recruiting efforts along with a couple of seasons of operating in a pandemic have revealed an insufficient amount of actual hours worked as compared to forecasts and assumptions. Staff intends to monitor ongoing and future trends in recruiting efforts as well as collected data to identify allocations of personnel hours in forth coming operating budgets.

Baseline personnel budgets include 76.9 FTE's at the ski venue for a total of 159,952 forecasted hours work. The proposed reduced allocation of personnel hours have decreased the calculated FTE's as shown in the table below.

**Incline Village General Improvement District
Community Services – Diamond Peak Ski Resort
Executive Summary
Operating Budget FY 2023/24**

	<u>Actuals</u> <u>FY2019-20</u>	<u>Actuals</u> <u>FY2020-21</u>	<u>Actuals</u> <u>FY2021-22</u>	<u>Budget</u> <u>FY2022-23</u>	<u>Baseline</u> <u>FY2023-24</u>
<u>Staffing</u>					
FTE's*	78.5	75.9	75.4	76.9	70.9

*Based on budget

Staff will note that a salary grade adjustment to the Mountain Operations Managers position has been included in the preliminary budget. The current salary grade for this position is a (grade-31) with an increase to salary (grade-33) identified. The proposed position will assume the role as Ski Operations Manager and include more responsibilities and direction to learn overall venue management versus the current oversight of solely mountain operations departments.

Noted Line Item Changes - Operating

The ski fund final FY 2024 budget includes adjustments and changes from the FY2023 adopted budget that in summary include a 6% or \$722,370 increase within charges for services within the revenue operating departments. FY2024 final ski venue funding within Services Supplies decreases by \$8,000 while General Liability Insurance for the venue is proposed to increase by 18% or \$41,600. Utilities are assuming an 11% decrease from FY2023 as well as a decrease of 8% in Food and Beverage Cost of Goods Sold. Professional Services including legal fees funding will remain at \$23,700 while we are forecasting a 6% - \$33,256 increase within Central Service Cost. Total Personnel cost has been adjusted with a \$34,904 decrease from the FY2023 adopted budget. Total ski fund Uses (expenses) not including the Capital Improvement funding have decreased by 1% or \$80,979.

Capital Projects/Capital Expense

Funding for the proposed FY2024 capital projects budget has increased by \$957,443 – 116% to \$1,780,443 from the FY2023 approved funding amount of \$823,000.

Capital expense projects include funding for-

- The painting and refinishing the exterior of the main lodge and skier service building - \$80,000

Capital projects include funding for-

- Main Lodge walk-in cooler and food prep space reconfiguration - \$321,443
- Fleet replacement of snow grooming vehicle- \$600,000
- Mechanical and process control upgrades to snowmaking water pump house \$504,000

**Incline Village General Improvement District
Community Services – Diamond Peak Ski Resort
Executive Summary
Operating Budget FY 2023/24**

- Replacement snowmobile and utility vehicle equipment - \$41,000
- Replacement haul rope grips – counter weight cable 1979 Redfox ski lift - \$64,000
- Snowflake Lodge – Preliminary concept planning - \$250,000

Service Level

The ski venue fund (340) operating and capital budgets are developed to inform through allocations including personnel, operating, maintenance and capital projects to provide a safe winter skiing experience from December through April without interruption of service to our community and others.

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
STATEMENT OF INCOME, EXPENSES AND CHANGE IN NET POSITION
BY CLASS
SKI FUND**

Fiscal Year 2023-24 Final Budget

	Actuals FY2019-20	Actuals FY2020-21	Actuals FY2021-22	Adopted Budget FY2022-23	Estimated Actuals FY 2022-23	Baseline Budget FY2023-24	Tentative Budget FY2023-24	Final Budget FY2023-24
OPERATING INCOME								
Charges for Services	9,781,499	10,206,918	11,583,667	12,090,998	12,749,053	12,800,300	12,813,368	12,813,368
Facility Fees	(1,638,033)	(1,650,784)	-	842,769	842,769	345,900	-	-
Interfund Services	-	17,011	33,540	15,735	7,910	16,500	14,985	14,985
TOTAL OPERATING INCOME	8,143,466	8,573,145	11,617,207	12,949,502	13,599,732	13,162,700	12,828,353	12,828,353
OPERATING EXPENSE								
Salaries and Wages	2,771,784	2,740,266	2,967,130	3,903,964	3,766,939	4,292,107	3,859,439	3,859,439
Employee Fringe	870,179	902,190	971,743	1,331,768	1,082,468	1,495,660	1,341,389	1,341,389
Total Personnel Cost	3,641,963	3,642,456	3,938,873	5,235,732	4,849,407	5,787,767	5,200,828	5,200,828
Professional Services	69,873	17,267	13,257	23,700	16,964	23,700	23,700	23,700
Services and Supplies	1,901,995	1,484,635	2,188,697	2,325,603	2,362,764	2,361,000	2,317,557	2,317,557
Insurance	206,899	195,881	259,300	234,500	234,500	276,100	276,100	276,100
Utilities	511,366	547,831	492,946	641,435	785,059	574,700	573,200	573,200
Cost of Goods Sold	363,567	317,925	389,302	558,200	479,022	586,200	513,550	513,550
Central Services Cost	388,100	397,765	447,662	524,073	581,083	559,329	557,329	554,449
Depreciation	1,350,051	1,294,516	1,278,962	1,137,696	1,137,696	1,251,500	1,251,500	1,251,500
TOTAL OPERATING EXPENSE	8,433,815	7,898,275	9,008,999	10,680,939	10,446,495	11,420,296	10,713,764	10,710,884
NET INCOME (EXPENSE)	(290,350)	674,870	2,608,208	2,268,563	3,153,237	1,742,404	2,114,589	2,117,469
NON OPERATING INCOME								
Other Sources	-	-	2,172	-	-	-	-	-
Non Operating Leases	75,784	78,233	122,080	85,085	85,085	87,600	84,567	84,567
Investment Earnings	49,030	1,723	(38,873)	21,324	91,741	21,324	180,400	180,400
Proceeds from Capital Asset Dispositions	7,329	(39,929)	130,829	-	2,260	-	-	-
TOTAL NON OPERATING INCOME	132,144	40,027	216,208	106,409	179,086	108,924	264,967	264,967
NON OPERATING EXPENSE								
Debt Service Interest	-	(129)	440	219	219	-	-	-
Amortization	-	185	93	-	-	-	-	-
TOTAL NON OPERATING EXPENSE	-	56	533	219	219	-	-	-
INCOME(EXPENSE) BEFORE TRANSFERS	(158,206)	714,841	2,823,883	2,374,753	3,332,104	1,851,328	2,379,556	2,382,436
TRANSFERS								
Transfers In	-	-	19,333	-	-	-	-	-
Transfers Out	812,243	-	-	-	-	-	-	-
TOTAL TRANSFERS	(812,243)	-	19,333	-	-	-	-	-
CHANGE IN NET POSITION	(970,449)	714,841	2,843,216	2,374,753	3,332,104	1,851,328	2,379,556	2,382,436

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
STATEMENT OF SOURCES AND USES
BY CLASS
SKI FUND**

Fiscal Year 2023-24 Final Budget

	Actuals FY2019-20	Actuals FY2020-21	Actuals FY2021-22	Adopted Budget FY2022-23	Estimated Actuals FY 2022-23	Baseline Budget FY2023-24	Tentative Budget FY2023-24	Final Budget FY2023-24
SOURCES								
Charges for Services	9,781,499	10,206,918	11,583,667	12,090,998	12,749,053	12,800,300	12,813,368	12,813,368
Facility Fees	(1,638,033)	(1,650,784)	-	842,769	842,769	345,900	-	-
Interfund Services	-	17,011	33,540	15,735	7,910	16,500	14,985	14,985
Non Operating Leases	75,784	78,233	122,080	85,085	85,085	87,600	84,567	84,567
Investment Earnings	49,030	1,723	(38,873)	21,324	91,741	21,324	180,400	180,400
Proceeds from Capital Asset Dispositions	7,329	(39,929)	130,829	-	2,260	-	-	-
Funded Capital Resources	-	-	2,172	-	-	-	-	-
Transfers In	-	-	19,333	-	-	-	-	-
TOTAL SOURCES	8,275,609	8,613,172	11,852,747	13,055,911	13,778,818	13,271,624	13,093,320	13,093,320
USES								
Salaries and Wages	2,771,784	2,740,266	2,967,130	3,903,964	3,766,939	4,292,107	3,859,439	3,859,439
Employee Fringe	870,179	902,190	971,743	1,331,768	1,082,468	1,495,660	1,341,389	1,341,389
Total Personnel Cost	3,641,963	3,642,456	3,938,873	5,235,732	4,849,407	5,787,767	5,200,828	5,200,828
Professional Services	69,873	17,267	13,257	23,700	16,964	23,700	23,700	23,700
Services and Supplies	1,901,995	1,484,635	2,188,697	2,325,603	2,362,764	2,361,000	2,317,557	2,317,557
Insurance	206,899	195,881	259,300	234,500	234,500	276,100	276,100	276,100
Utilities	511,366	547,831	492,946	641,435	785,059	574,700	573,200	573,200
Cost of Goods Sold	363,567	317,925	389,302	558,200	479,022	586,200	513,550	513,550
Central Services Cost	388,100	397,765	447,662	524,073	581,083	559,329	557,329	554,449
Capital Improvements	-	-	926,314	823,000	1,765,750	2,268,900	2,259,000	1,780,443
Debt Service	-	(129)	19,340	19,769	19,770	-	-	-
Transfers Out	812,243	-	-	-	-	-	-	-
TOTAL USES	7,896,007	6,603,630	8,675,691	10,386,012	11,094,319	12,437,696	11,721,264	11,239,827
SOURCES(USES)	379,603	2,009,543	3,177,056	2,669,899	2,684,499	833,928	1,372,056	1,853,493

MEMORANDUM

TO: Board of Trustees

FROM: Shelia Leijon, Director of Parks & Recreation

SUBJECT: Receive a report and update on the Beach Season wrap-up.

DATE: December 13, 2023

Each year, Staff provides the Board of Trustees with an annual update of beach operations. The report includes information and discussion regarding year on year comparisons of:

1. Operating days
2. Beach access visits related to IVGID Recreation Passes, Recreation Punch Cards and/or Guest of a IVGID Recreation Pass holder present at the Gate, paying with a credit card
3. Issuance of Additional Passes
4. Hotel and Motel Guest Access
5. Boat Pass and Daily Boat Launches
6. Ambassador Program update
7. Boat Launch improvements, including implementation of the One Way Launch Pass and off-season launching

VIII. ATTACHMENTS

1. 2023 Beach update PowerPoint



2023 Beach Operations



One District ~ One Team



2023 Beach Season Highlights - Operations

- Continuing with limited beach access methods: IVGID Recreation Pass, Punch Cards, and guest with pass holder present, paying with a credit card
- Beach gate operating days (minimal closures) – open April 15 – April 30 weekends only due to staffing and weather. Open full time beginning May 1 through Oct 15.
- Extended weekend & holiday preferred parking at Incline & Burnt Cedar beaches for IVGID Recreation pass holders
- F&B Concessions done in-house
- Addition of a \$15 one-way ramp use fee
- Implementation of round-trip ramp use retrieval cards
- Returning staff rate was 41%

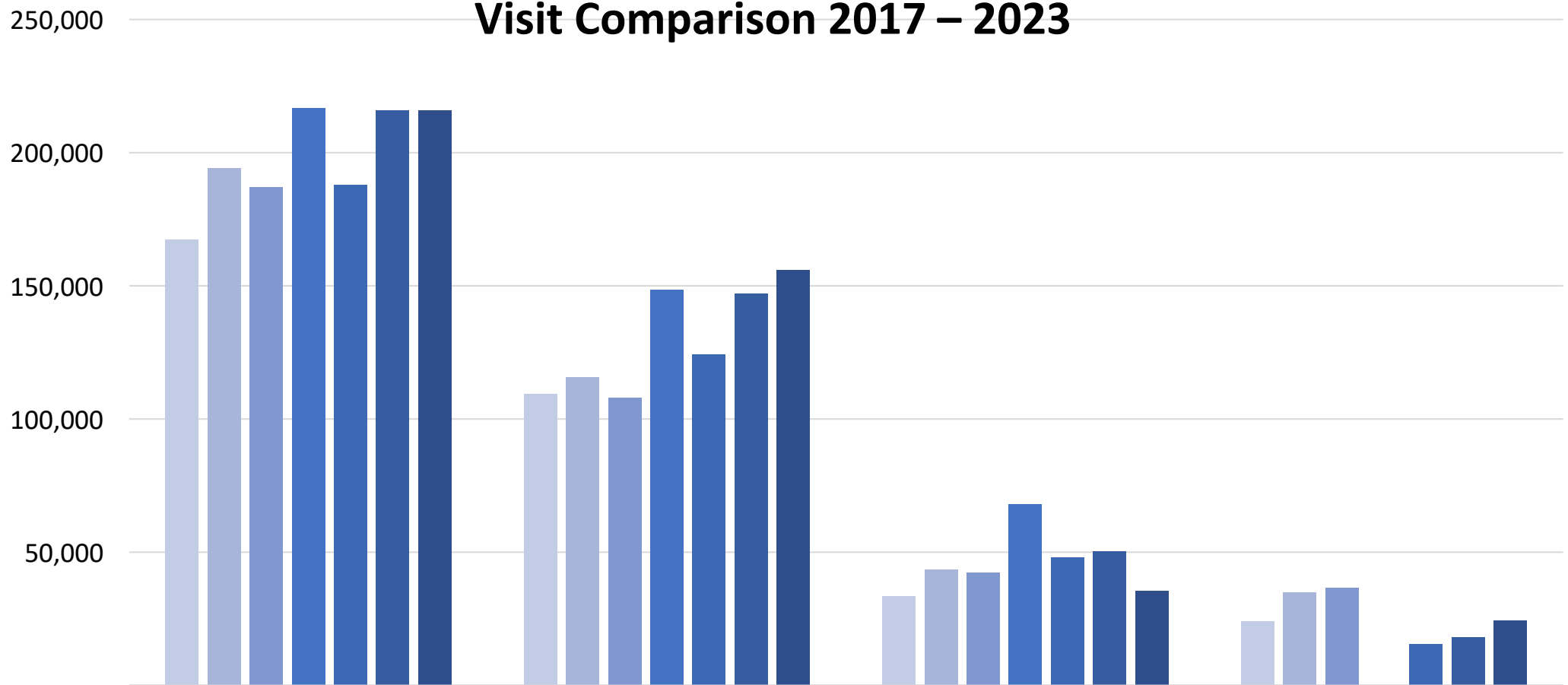


2023 Beach Season Highlights – Operations (Continued)

- Wednesday & Friday Music on the Beach, provided by Incline Spirits, continues to be a locals favorite
- Lifeguard & Beach Host staffing challenges continue
- Boat launching services at Ski Beach were uninterrupted; continuing into fall/winter
- Increased focus on preservation of Incline & Third creeks
- More incident report training and overall usage of said reports
- Seamless communication between Beaches, Parks, and Rec Center staff
- Ambassadors scheduled during entirety of Beach Host hours
- Technology: Year-round launching via Calendly, AlertMedia app for ambassadors, cell phone usage for ambassadors year-round and leads seasonally

Visit Comparison 2017 – 2023

Operating Days
 2017 - 142
 2018 - 141
 2019 - 142
 2020 - 183
 2021 - 167
 2022 - 185
 2023 - 166



	Total Visits	Recreation Pass Visits	Punch Card Visits	Credit Card/Cash Visits
2017	167,351	109,564	33,544	24,243
2018	194,230	115,645	43,559	35,026
2019	187,098	108,174	42,312	36,612

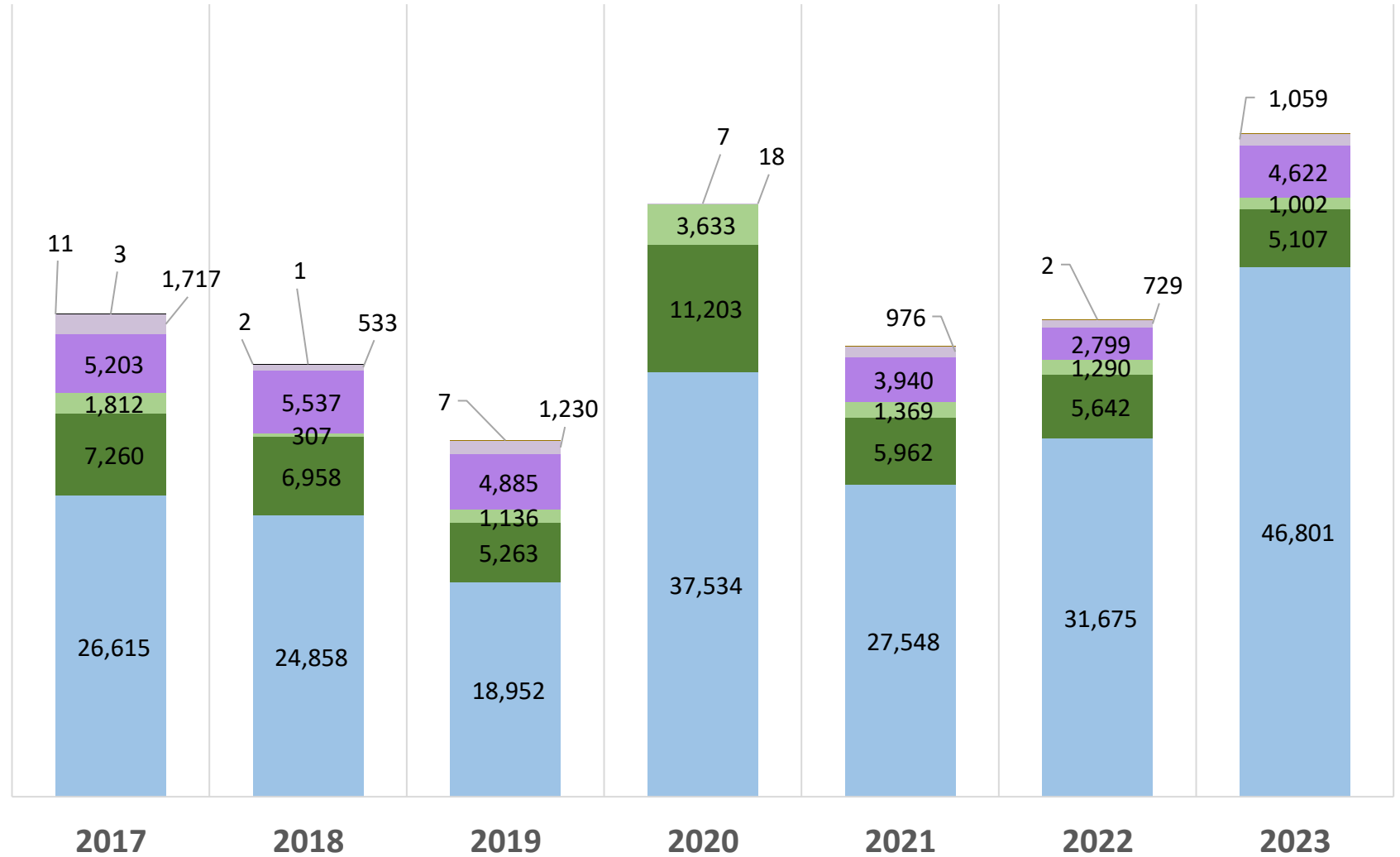
Visit Comparison 2017 – 2023: July & August Only



	Total Visits	Recreation Pass Visits	Punch Card Visits	Credit Card/Cash Visits
2017	146,660	67,117	45,608	33,935
2018	130,920	70,813	32,716	27,391
2019	137,888	71,244	32,760	28,884

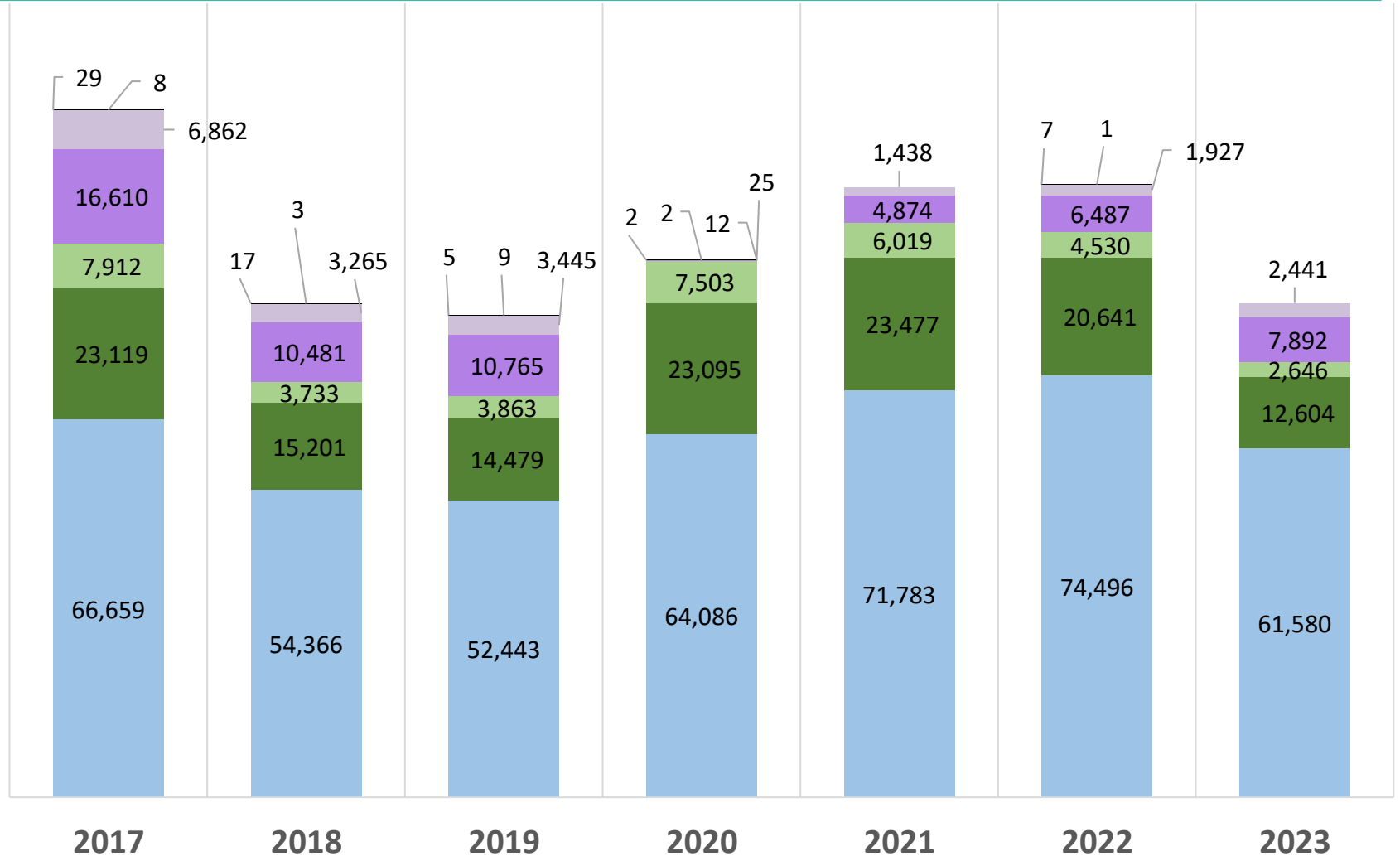
Ski Beach Visits by Year

- Youth Other*
- Adult Other*
- Youth Credit/Cash
- Adult Credit/Cash
- Youth Punch Card
- Adult Punch Card
- IVGID Recreation Pass



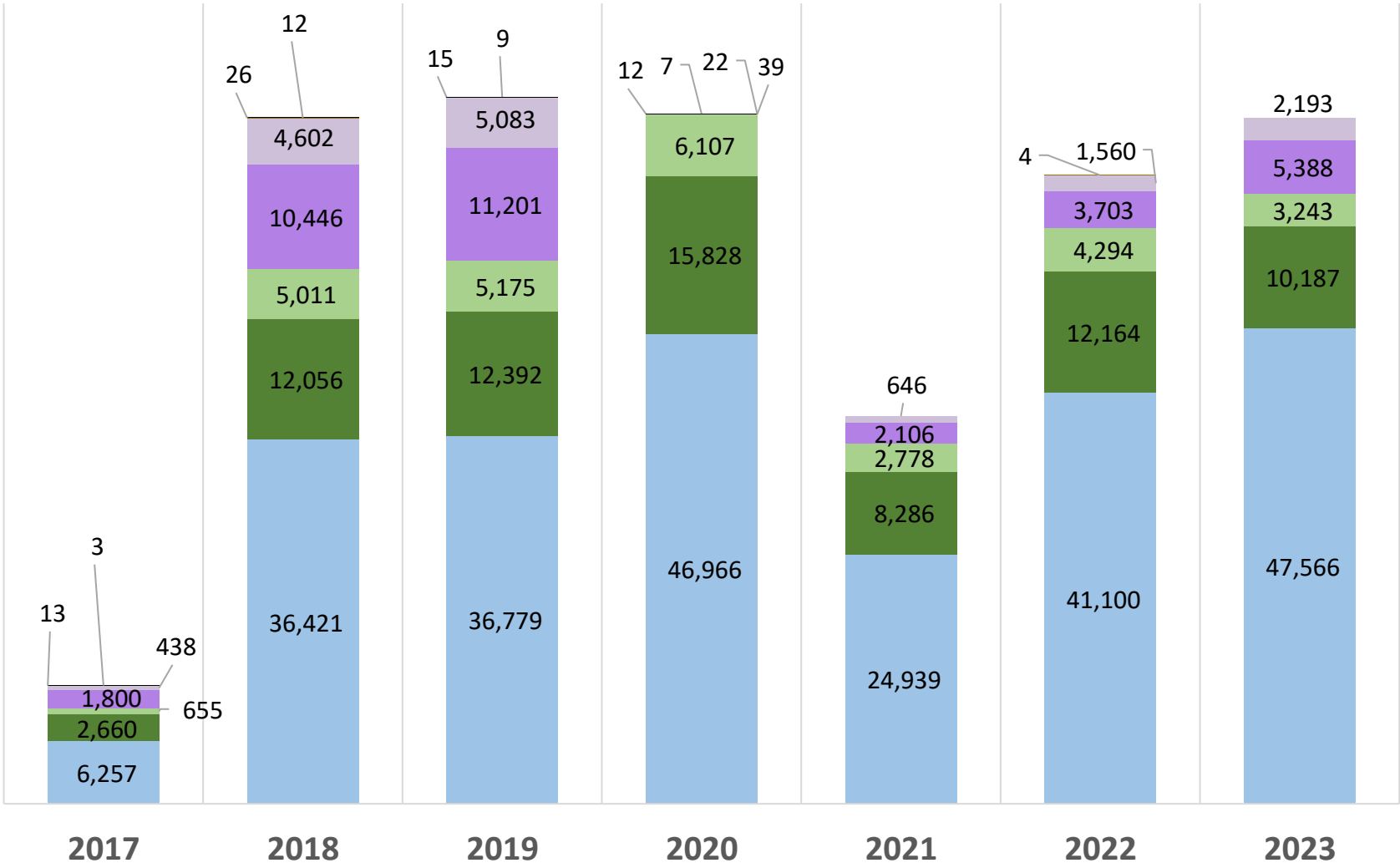
Incline Beach Visits by Year

- Youth Other*
- Adult Other*
- Youth Credit/Cash
- Adult Credit/Cash
- Youth Punch Card
- Adult Punch Card
- IVGID Recreation Pass



Burnt Cedar Beach Visits by Year

- Youth Other*
- Adult Other*
- Youth Credit/Cash
- Adult Credit/Cash
- Youth Punch Card
- Adult Punch Card
- IVGID Recreation Pass

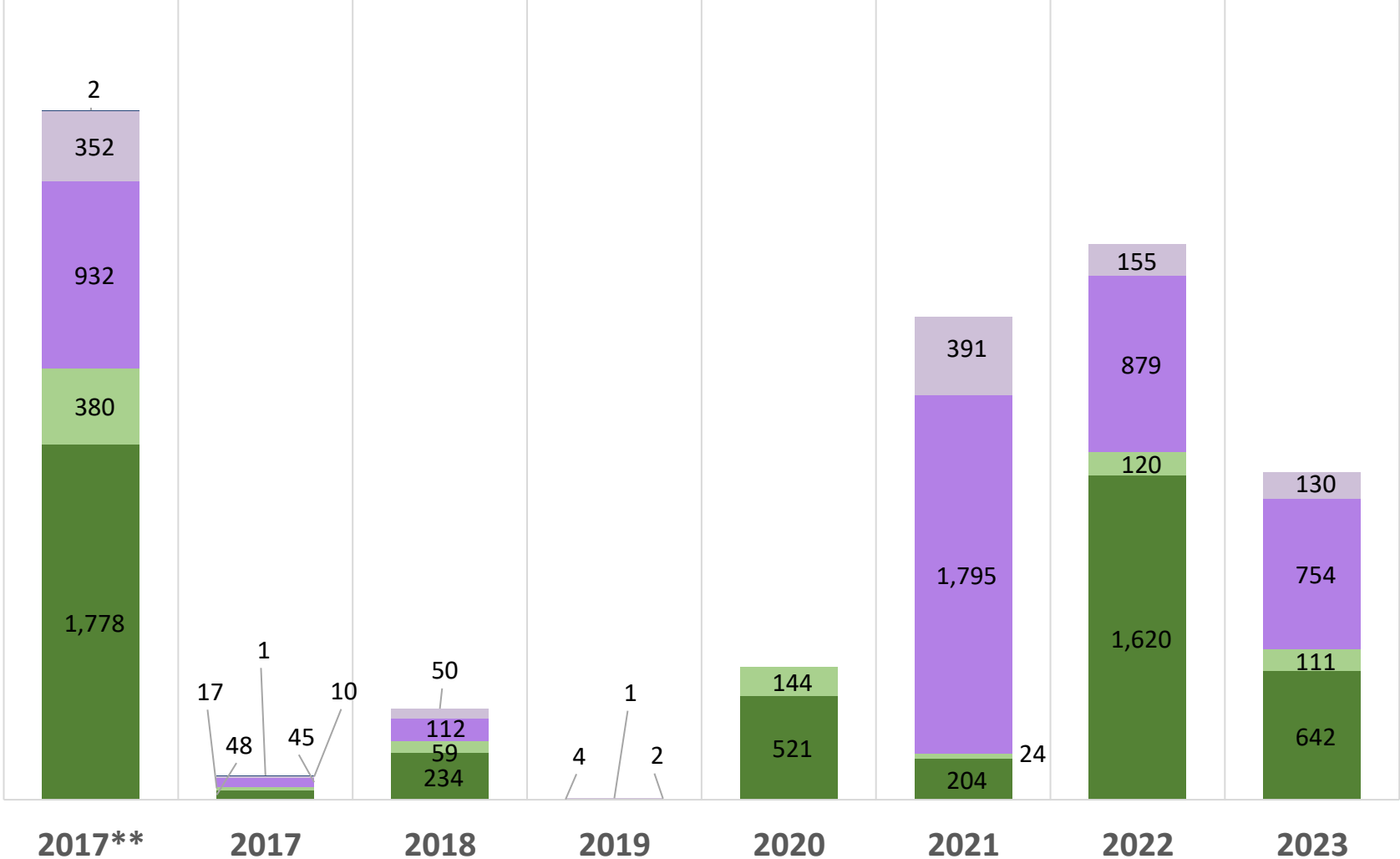


Recreation Center Visits and "Beach" by Year

Group Picnic Tallies, 4th of July Station, any other transactions at the Rec Center

- Adult Other*
- Youth Credit/Cash
- Adult Credit/Cash
- Youth Punch Card
- Adult Punch Card

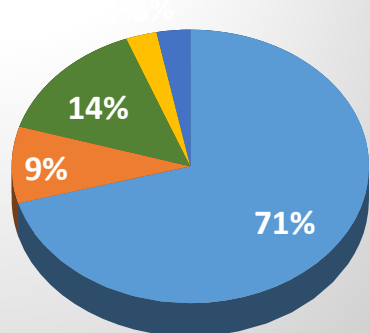
**"Beach" location.
10,033 Pass holder scans



2023 Beach Visits by Location

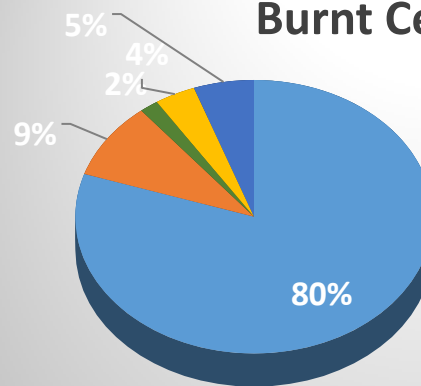
Incline Beach (87,163 visits)

- Picture Passes Scanned: 61,580
- Adult Credit Card: 7,892
- Adult Punch Card: 12,604
- Youth Credit Card: 2,441
- Youth Punch Card: 2,646



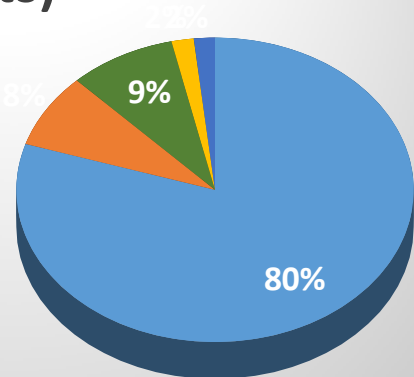
Burnt Cedar Beach (68,577 visits)

- Picture Passes Scanned: 47,566
- Adult Credit Card: 5,388
- Adult Punch Card: 1,017
- Youth Credit Card: 2,193
- Youth Punch Card: 3,243



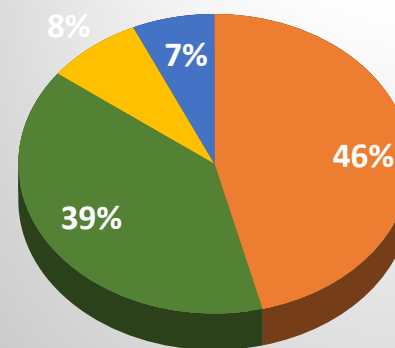
Ski Beach (58,592 visits)

- Picture Passes Scanned: 46,801
- Adult Credit Card: 4,622
- Adult Punch Card: 5,107
- Youth Credit Card: 1,059
- Youth Punch Card: 1,002



Remote Access* (19,504 visits)

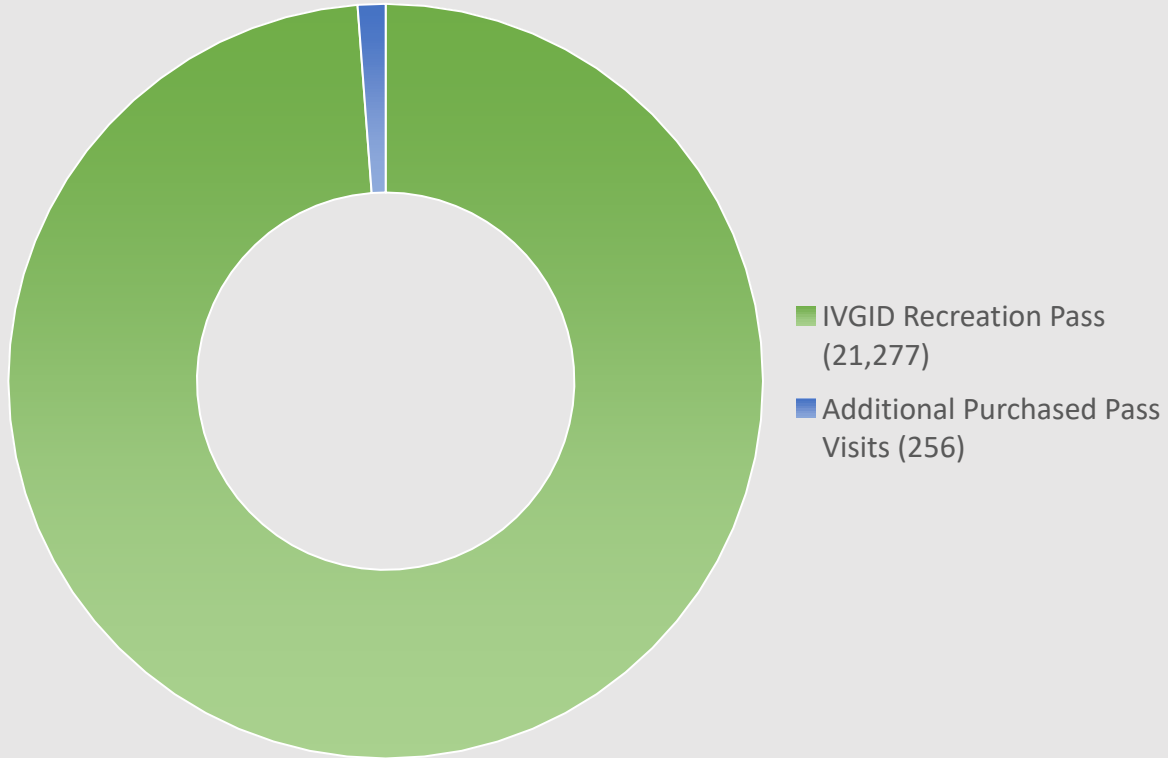
- Picture Passes Scanned: 0
- Adult Credit Card: 754
- Adult Punch Card: 642
- Youth Credit Card: 130
- Youth Punch Card: 111



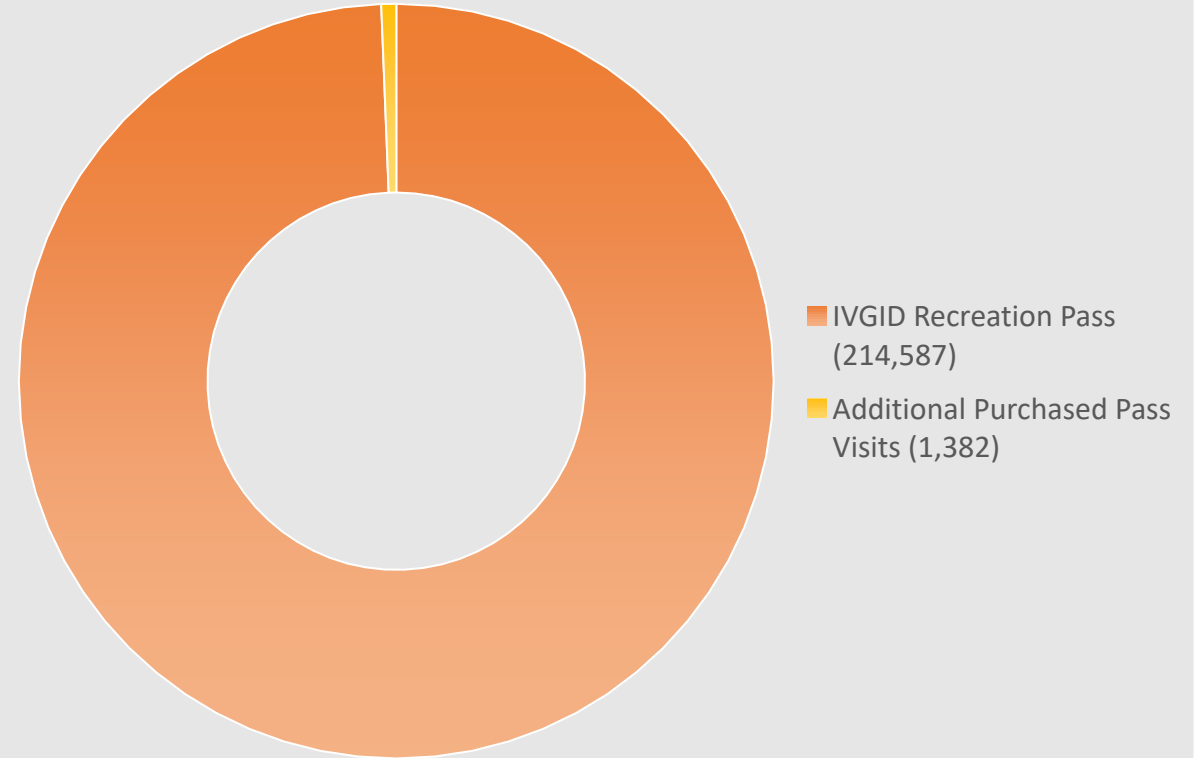
*Aspen Grove July 4th Remote Station, Group Picnic Reservation Tallies Paid at the Rec Center

Additionally Purchased IVGID Recreation Passes

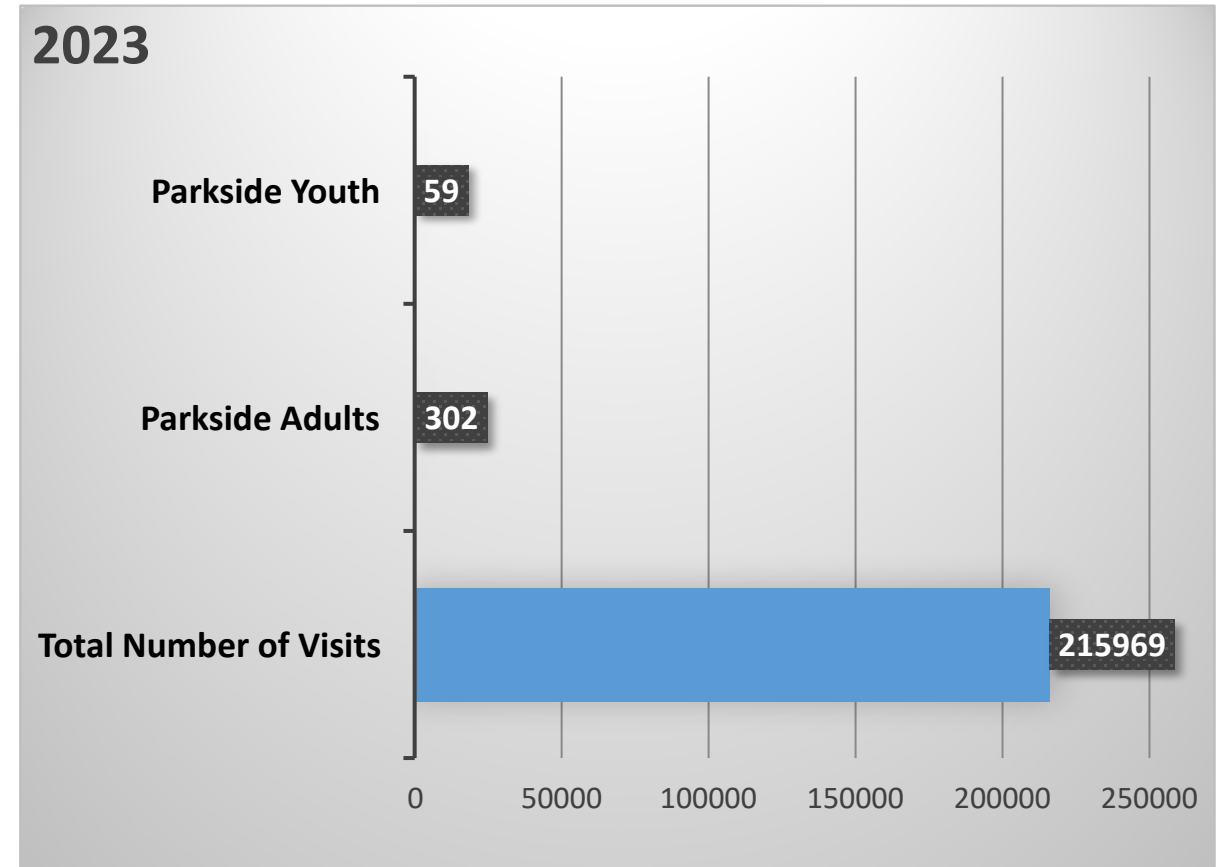
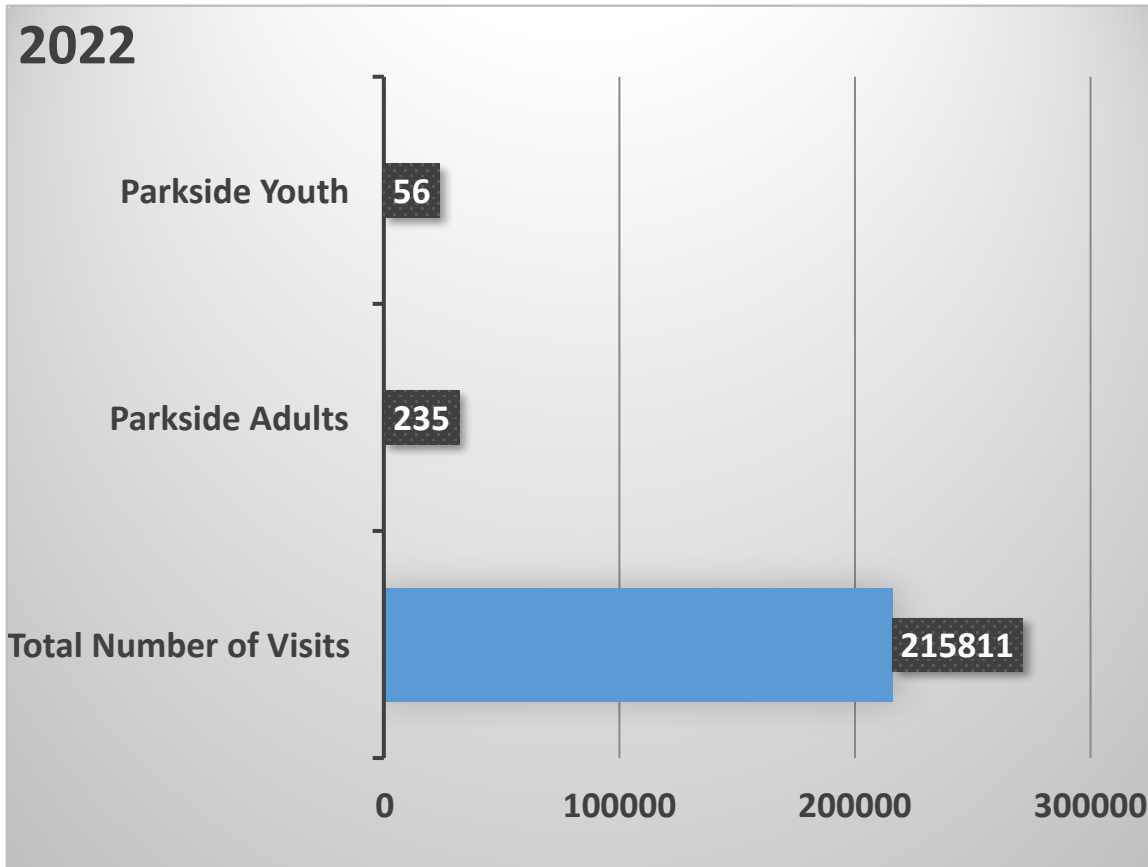
IVGID Recreation Passes Active in 2023



IVGID Recreation Pass Scans



Parkside Inn Visits 2022 - 2023



Summer Operating Days

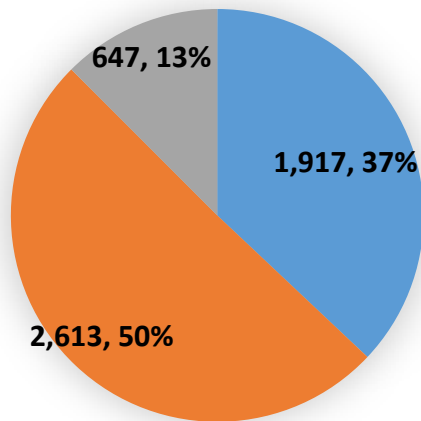
2020: 183 days

2021: 169 days

2022: 198 days

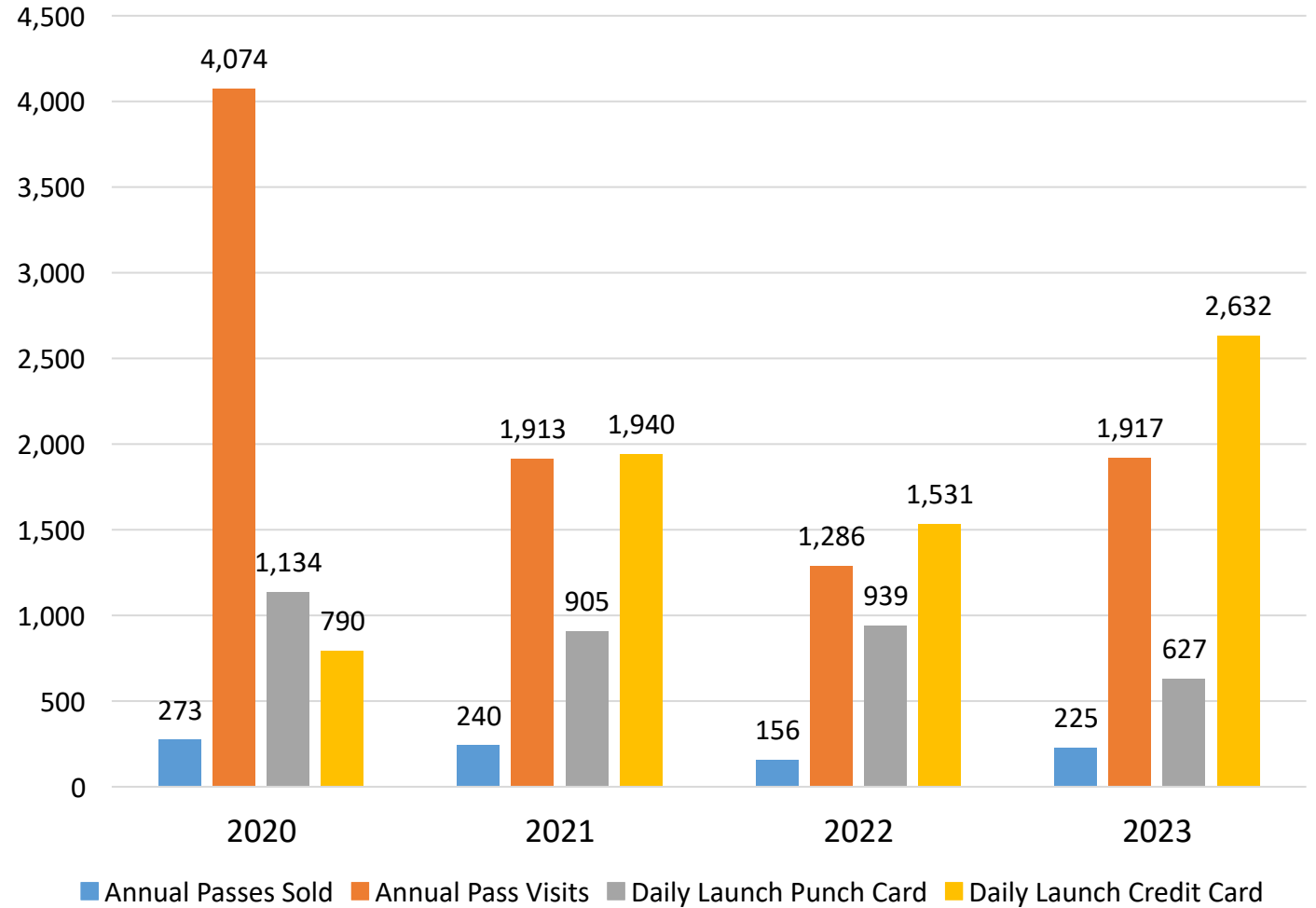
2023: 200 days

2023 Boat Launches

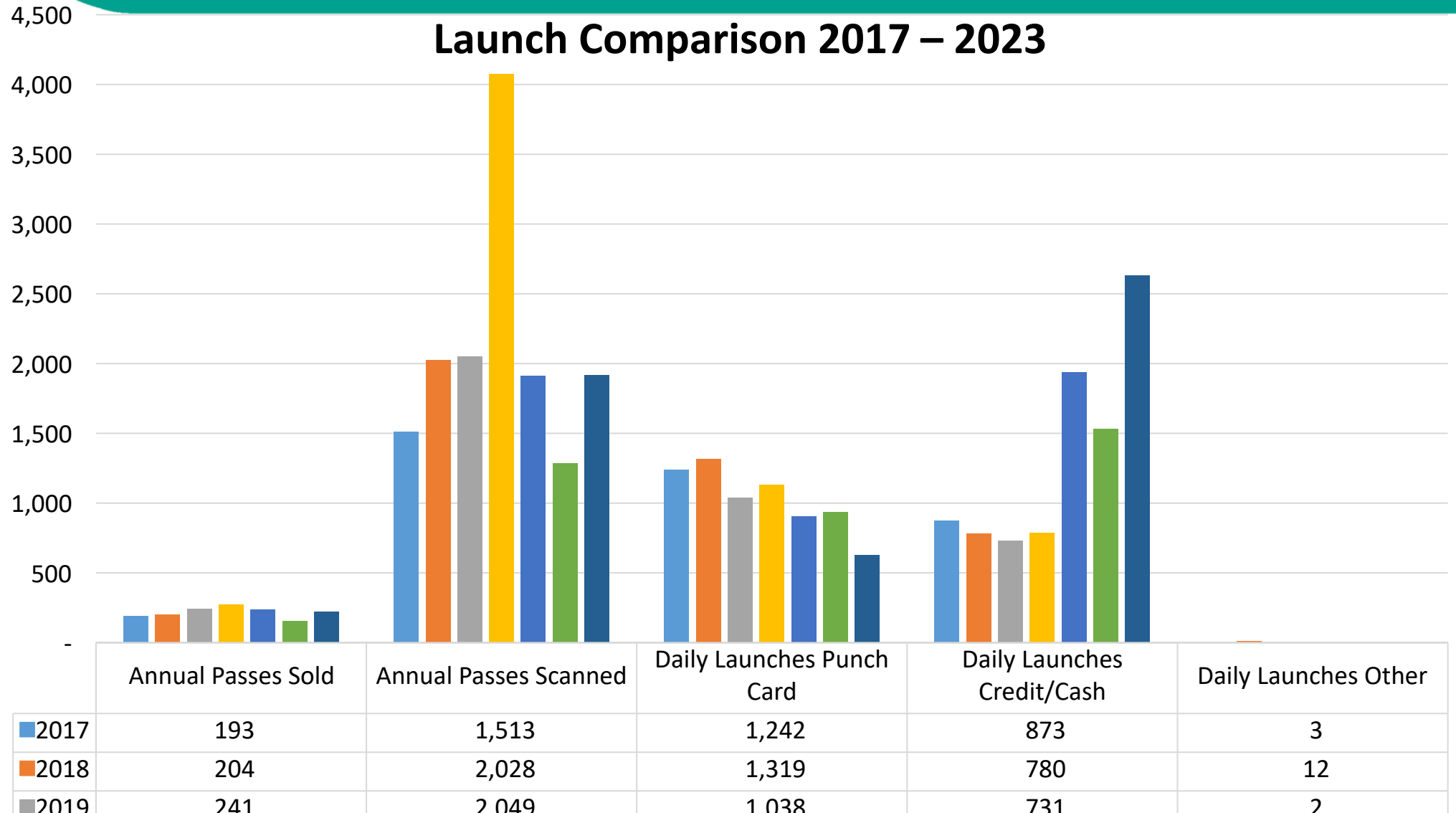


■ Annual Pass Swipes ■ Round-Trip Ramp Use
■ One-Way Ramp Use

Boat Launch Visits 2020-2023



Launch Comparison 2017 – 2023





Proposed Beach Operations Improvements

- Adjust family tree to potentially include grandchildren in the first degree (Ord 7 Revision)
- Full-time year-round Ambassador positions – benefitted
- Fine tune onboarding process for Beach Hosts; Higher level training opportunities for Ambassadors
- Stronger compliance with TRPA in reference to kayak and paddleboard locations
- Improved patron communication on issues such as pool closures, lifeguards off duty, fire restriction on red flag days, weather related impacts, etc.



2023 Potential Operational Enhancements

- Require a guest list for Group Picnic reservations at the beaches
- Due to the New Zealand Mudsnail invasion in South Lake Tahoe, operations at the boat ramp may need to be adjusted. We will continue to communicate with TRPA and implement any changes necessary to ensure the health of the lake
- Expand on incident report tracking and implement training for newly revised incident reports



Thank You!!



One District ~ One Team



INCLINE VILLAGE

GENERAL IMPROVEMENT DISTRICT

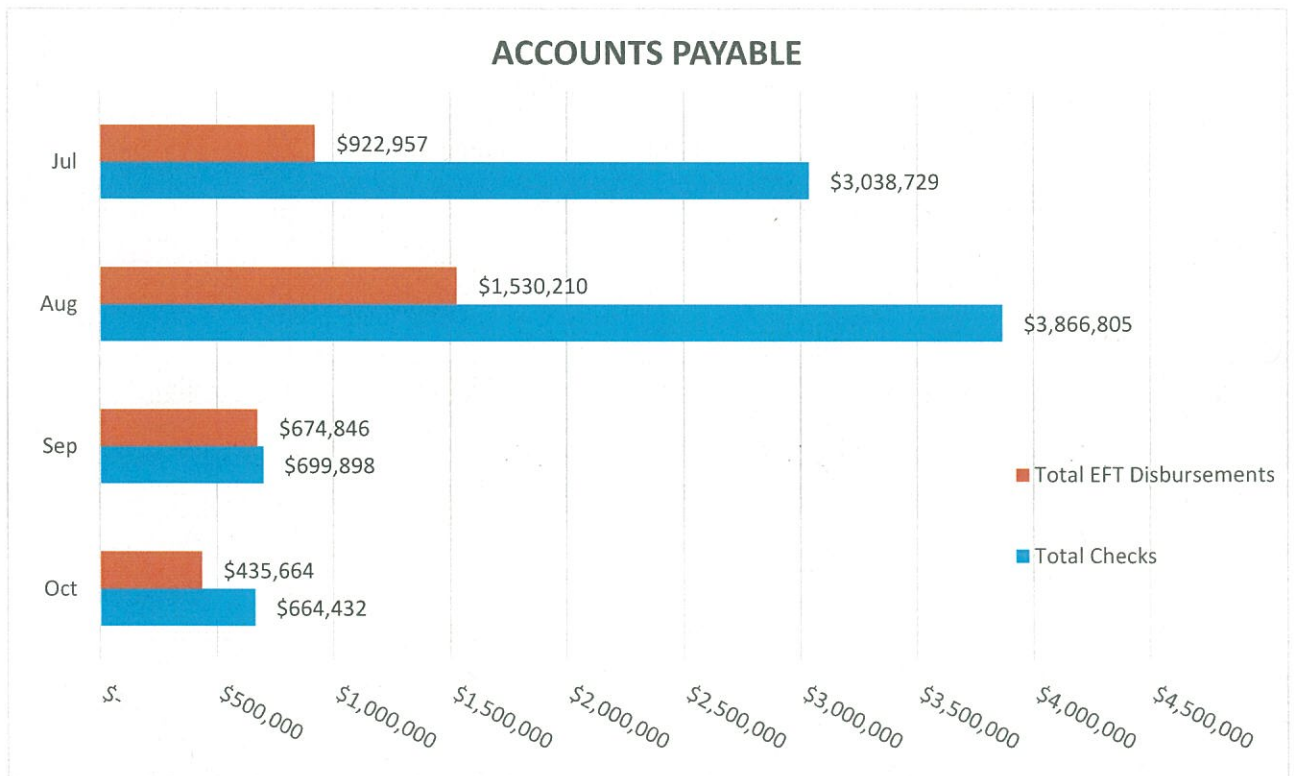
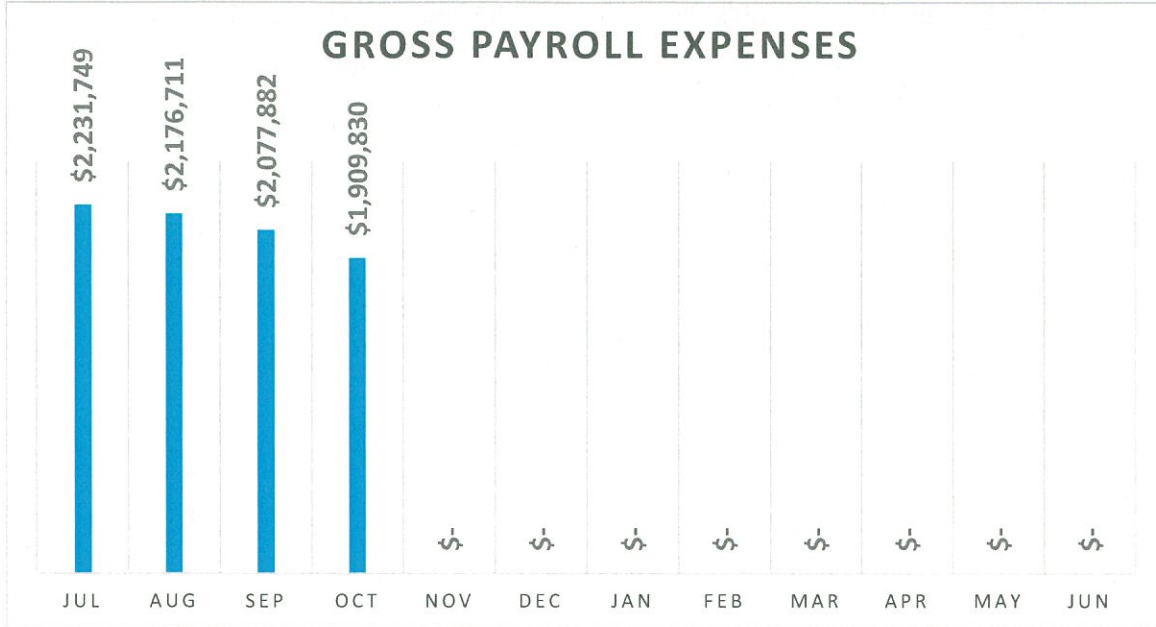


IN THIS REPORT

Expenses	2
YTD Expenses	3
Investments	4
Debt Service	5
Cost Centers	6
Appendix A	7

Monthly Expenses

October 2023



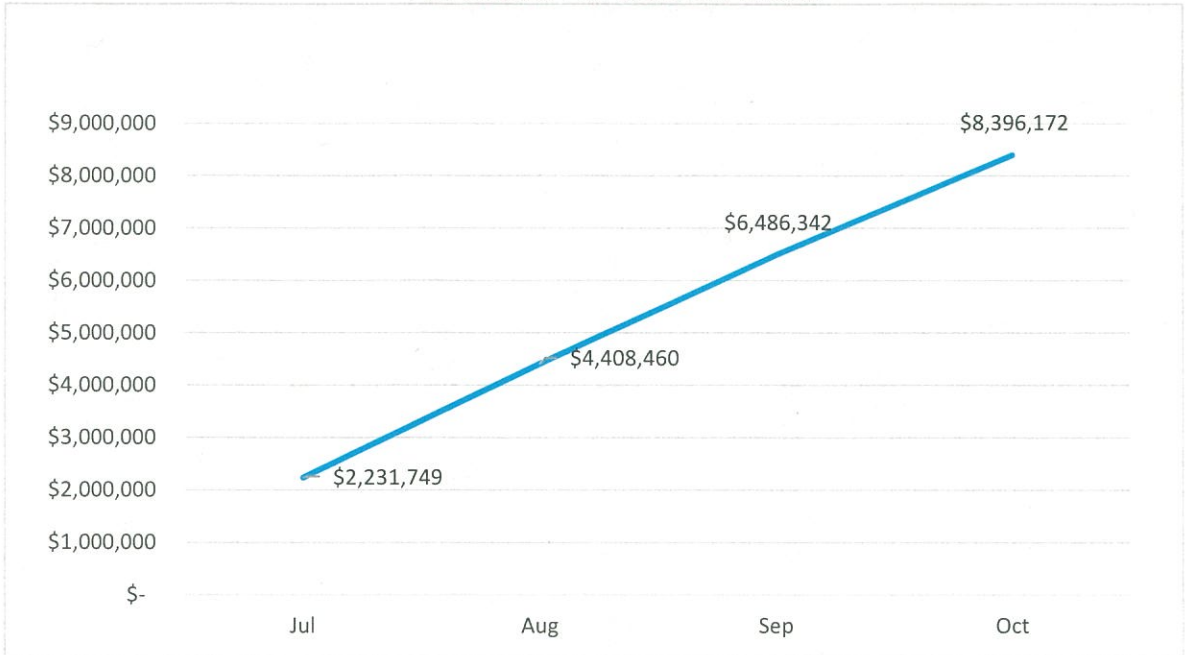
Total October Gross Payroll Expenses	\$	1,909,830
Total October AP EFT Disbursements		435,664
Total October AP Checks		664,432
Total October Payroll and Accounts Payable	\$	<u>3,009,926</u>

See Appendix A for Detail

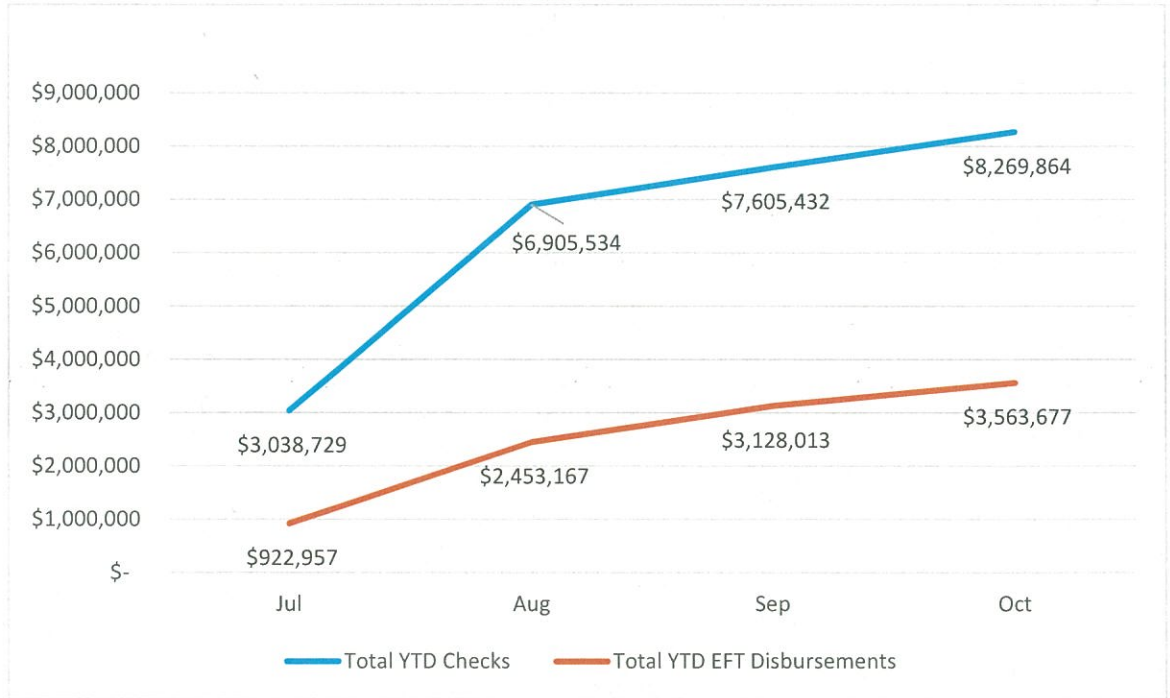
**NOTE: Financial records are not yet closed for the months of July - Oct., 2023
Reports are subject to change as additional information is available and updated.**

Year-to-Date Expenses Through October 2023

YTD GROSS PAYROLL EXPENSES



YTD ACCOUNTS PAYABLE EXPENSES

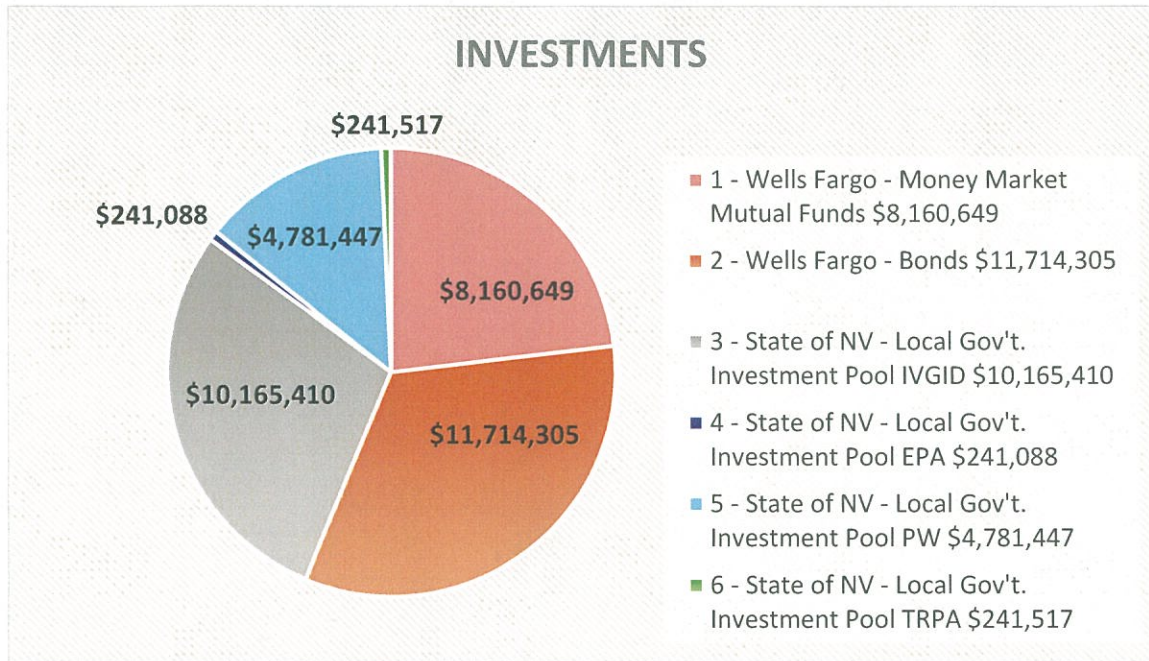


Total YTD Gross Payroll Expenses	\$	8,396,172
Total YTD AP Checks		8,269,864
Total YTD AP EFT Disbursements		3,563,677
Total YTD Payroll and Accounts Payable	\$	20,229,713

**NOTE: Financial records are not yet closed for the months of July - Oct., 2023
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Investments

October 2023



Total Market Value of Investments:	\$ 35,304,416
Total Monthly Change in Value of Investments:	\$ 134,329

Wells Fargo Bank, NA	Balance	Net Monthly Dividends
Operating Checking	\$ 13,406,487	\$ 39,069
Portion owed to Vets Club	35,856	\$ -
Portion owed to TWSA	167,400	\$ -
Total Wells Fargo Operating Account	13,609,743	\$ 39,069
Flexible Spending Account	1,143	\$ -
Payroll Account (this is a sweep account)	-	\$ -
St. Mary's Health Reimbursement Account	5,911	\$ -
Totals	\$ 13,616,797	\$ 39,069

Total Earnings and Change in Market Value:	\$ 134,329
Total Monthly Dividends	39,069
Total Monthly Change in Value and Dividends	\$ 173,398

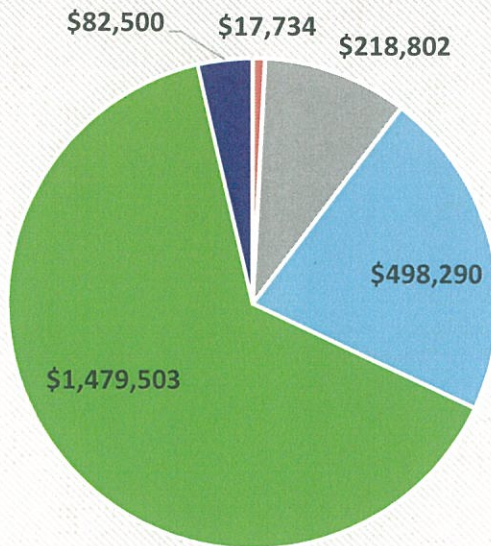
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Debt Service

October 2023



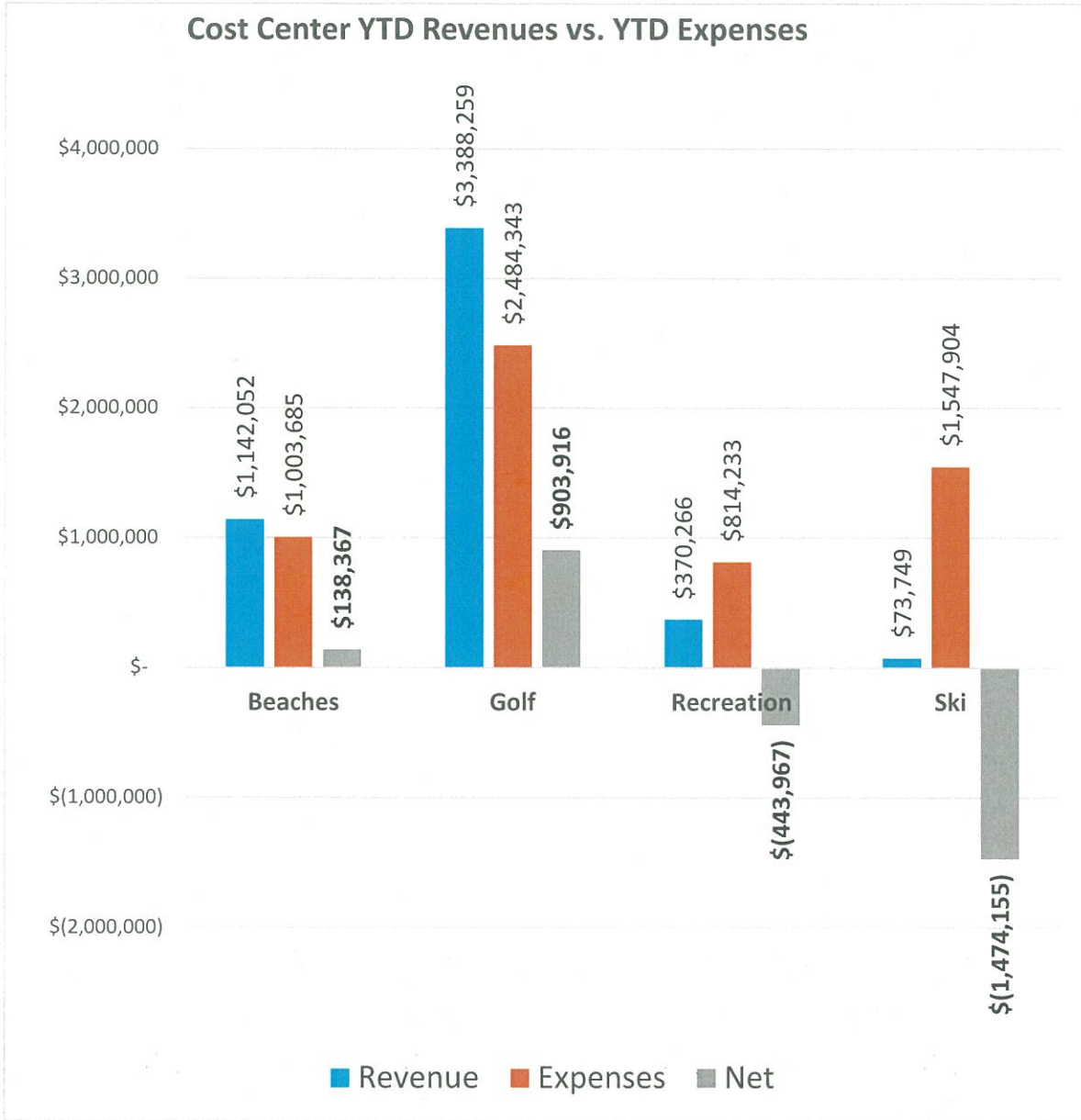
DEBT SERVICE



- Capital Equipment - Installment Purchase Agreement - PNC Equipment Finance, LLC (Golf Carts) \$17,734
- State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$218,802
- State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$498,290
- State of NV - State Water Pollution Revolving Fund (Drinking Water) - DW1201 \$1,479,503
- State of NV - Clean Water State Revolving Fund Loan Contracts CW2303 and CW2304 (Effluent Pipeline) \$82,500

Debt Service	Maturity Date	Outstanding Debt	Monthly Interest Expense	Next Debt Payment Date	Next Debt Payment Amount
Capital Equipment - Installment Purchase Agreement - PNC Equipment Finance, LLC (Golf Carts) \$17,734	6/30/2024	\$ 17,734	\$ 156	12/1/2023	\$ 2,533
State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$218,802	7/1/2025	\$ 218,802	\$ 562	1/1/2024	\$ 56,824
State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$498,290	1/1/2026	\$ 498,290	\$ 1,132	1/1/2024	\$ 103,768
State of NV - State Water Pollution Revolving Fund (Drinking Water) -DW1201 \$1,479,503	1/1/2032	\$ 1,479,503	\$ 2,947	1/1/2024	\$ 96,686
State of NV - Clean Water State Revolving Fund Loan Contracts CW2303 and CW2304 (Effluent Pipeline) \$82,500	4/11/2053	\$ 82,500	TBD	TBD	TBD
TOTALS		\$ 2,296,829			

**NOTE: Financial records are not yet closed for the months of July - Oct., 2023
Reports are subject to change as additional information is available and updated.**



Cost Center	YTD Revenues	YTD Expenses	Net
Beaches	\$ 1,142,052	\$ 1,003,685	\$ 138,367
Golf	\$ 3,388,259	\$ 2,484,343	\$ 903,916
Recreation	\$ 370,266	\$ 814,233	\$ (443,967)
Ski	\$ 73,749	\$ 1,547,904	\$ (1,474,155)
TOTALS	\$ 4,974,326	\$ 5,850,165	\$ (875,839)

**NOTE: Financial records are not yet closed for the months of July - Oct., 2023
 Reports are subject to change as additional information is available and updated.**

APPENDIX A

OCTOBER, 2023 - CHECK REGISTER

NOTE: This report is subject to change as the workload in the Finance Dept. is caught up

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
7983	10/05/2023	EFT	A-1 National Fire Co / DBA Summit Companies	\$ 292.00
8065	10/25/2023	EFT	Action Industrial Supply Company	67.47
8016	10/12/2023	EFT	Aerzen USA Corp	8,490.75
7984	10/05/2023	EFT	Aetna Behavioral Health, LLC	244.40
7985	10/05/2023	EFT	AHEAD / Kate Lord, LLC	3,734.85
7986	10/05/2023	EFT	AIA Corporation	9,526.00
7987	10/05/2023	EFT	Airgas Inc	58.05
8066	10/25/2023	EFT	Airgas Inc	640.69
7988	10/05/2023	EFT	Airgas National Carbonation	86.69
8067	10/25/2023	EFT	Airgas National Carbonation	363.70
7989	10/05/2023	EFT	Alhambra	35.42
7990	10/05/2023	EFT	Alpine Smith, Inc	68.30
8041	10/19/2023	EFT	Alpine Smith, Inc	94.63
8068	10/25/2023	EFT	Alpine Smith, Inc	514.39
7991	10/05/2023	EFT	ALSCO	895.25
8042	10/19/2023	EFT	ALSCO	1,431.75
8069	10/25/2023	EFT	ALSCO	491.78
7992	10/05/2023	EFT	Alta Vista Janitorial	18,025.00
8017	10/12/2023	EFT	Artistic Fence Co., Inc.	1,984.00
8043	10/19/2023	EFT	Association of Golf Merchandisers	300.00
8044	10/19/2023	EFT	Backflow Technologies LLC	1,127.52
8018	10/12/2023	EFT	BAVS SM-LLC	1,316.00
8045	10/19/2023	EFT	BAVS SM-LLC	1,750.00
8046	10/19/2023	EFT	BAVS SM-LLC	998.00
7993	10/05/2023	EFT	Bently Family Limited Partnership	328.58
8019	10/12/2023	EFT	Bently Family Limited Partnership	306.18
8047	10/19/2023	EFT	Bently Family Limited Partnership	593.72
8070	10/25/2023	EFT	Bently Family Limited Partnership	574.72
8071	10/25/2023	EFT	Bertholf Transportation LLC	617.60
8072	10/25/2023	EFT	Building Control Services, Inc.	4,383.75
8073	10/25/2023	EFT	Capital Beverage, Inc.	833.40
7994	10/05/2023	EFT	CC Cleaning Service, LLC	6,000.00
8020	10/12/2023	EFT	Cisco Air Systems, Inc.	3,834.60
7995	10/05/2023	EFT	Codale Electric Supply	5.13
8074	10/25/2023	EFT	Codale Electric Supply	201.24
8075	10/25/2023	EFT	Dell Marketing LP C/O Dell USA L.P.	2,696.30
7996	10/05/2023	EFT	Doppelmayr USA, Inc.	7,964.90
8048	10/19/2023	EFT	Doppelmayr USA, Inc.	293.69
8049	10/19/2023	EFT	DOWL, LLC	21,015.00
8076	10/25/2023	EFT	DOWL, LLC	14,870.00
8021	10/12/2023	EFT	Environmental Resource Associates	397.60
8077	10/25/2023	EFT	Environmental Resource Associates	923.60
8022	10/12/2023	EFT	EXL Media	5,024.99
8050	10/19/2023	EFT	EXL Media	3,330.60
8031	10/12/2023	EFT	Fire Protection Service Corp	7,485.15
8083	10/25/2023	EFT	Fire Protection Service Corp	65.04
8023	10/12/2023	EFT	First Choice Services	194.60
7997	10/05/2023	EFT	Fitguard, Inc.	608.80
8078	10/25/2023	EFT	Frontier Communications Holdings LLC	88.28
8024	10/12/2023	EFT	Full Circle Compost, LLC	4,373.00
8097	10/25/2023	EFT	GCP WW Holdco LLC	134.98
7998	10/05/2023	EFT	Griswold Industries/dba: CLA-VAL CO	2,845.00
8025	10/12/2023	EFT	Griswold Industries/dba: CLA-VAL CO	429.00
8026	10/12/2023	EFT	Harvey Johnson	372.40
8079	10/25/2023	EFT	Harvey Johnson	303.40

OCTOBER, 2023 - CHECK REGISTER

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8013	10/05/2023	EFT	HD Supply, INC	395.00
8062	10/19/2023	EFT	HD Supply, INC	655.25
7999	10/05/2023	EFT	HercRentals	2,424.96
8027	10/12/2023	EFT	Incline Village Chevron Auto Care & Tire Center	114.27
8080	10/25/2023	EFT	Incline Village Chevron Auto Care & Tire Center	82.34
8000	10/05/2023	EFT	Jacobs Engineering Group Inc	1,560.00
8001	10/05/2023	EFT	Jensen Precast	5,393.00
8002	10/05/2023	EFT	KATHLEEN SHOTWELL	109.39
8051	10/19/2023	EFT	Kelly-Moore Paint Company, Inc.	52.10
8003	10/05/2023	EFT	L&C Cook Specialty Foods, Inc.	1,256.66
8028	10/12/2023	EFT	L&C Cook Specialty Foods, Inc.	472.07
8052	10/19/2023	EFT	L&C Cook Specialty Foods, Inc.	321.09
8004	10/05/2023	EFT	L&M Distribution, Inc.	6,975.34
8029	10/12/2023	EFT	L.A. Perks Plumbing & Heating, Inc.	15,500.00
8057	10/19/2023	EFT	Line-Up Group	13.20
8030	10/12/2023	EFT	Marcus G Faust, PC	5,587.00
8053	10/19/2023	EFT	Matheson Tri-Gas, Inc	236.28
8082	10/25/2023	EFT	Matheson Tri-Gas, Inc	236.28
8054	10/19/2023	EFT	Moss Adams LLP	2,685.00
8032	10/12/2023	EFT	Municipal Maintenance Equipment	3,378.06
8084	10/25/2023	EFT	New West Distributing, Inc.	3,535.85
8033	10/12/2023	EFT	Pacific States Communications of Nevada, Inc.	1,171.84
8085	10/25/2023	EFT	Pape' Trucks Inc. DBA Pape' Kenworth	1,149.39
8055	10/19/2023	EFT	Petzl America, Inc	583.00
8086	10/25/2023	EFT	Petzl America, Inc	14.05
8087	10/25/2023	EFT	Produce Plus	1,832.15
8056	10/19/2023	EFT	Quadient Leasing USA, Inc	69.15
8005	10/05/2023	EFT	Sanity Solutions, Inc	6,340.00
8081	10/25/2023	EFT	SCP Distributors LLC	1,256.51
8058	10/19/2023	EFT	Sierra Electronics	796.00
8006	10/05/2023	EFT	Silver State International	1,972.66
8034	10/12/2023	EFT	Silver State International	39,527.28
8088	10/25/2023	EFT	Silver State International	1,529.20
8089	10/25/2023	EFT	Solenis LLC	5,622.40
8035	10/12/2023	EFT	Specialized Elevator Services Holdings LLC	924.75
8036	10/12/2023	EFT	Sterling Valley Systems DbA:Inntopia	1,774.67
8007	10/05/2023	EFT	Stotz Equipment	451.40
8059	10/19/2023	EFT	Swire Coca Cola USA	156.78
8008	10/05/2023	EFT	Tahoe Supply Company LLC	286.04
8060	10/19/2023	EFT	Tahoe Supply Company LLC	219.81
8090	10/25/2023	EFT	Tahoe Supply Company LLC	439.79
8009	10/05/2023	EFT	Tap Master, Inc	1,475.00
8010	10/05/2023	EFT	TechnoAlpin USA, Inc	123,950.77
8037	10/12/2023	EFT	TechnoAlpin USA, Inc	818.48
8038	10/12/2023	EFT	Thatcher Company of Nevada, Inc	3,761.20
8061	10/19/2023	EFT	Thatcher Company of Nevada, Inc	1,000.00
8091	10/25/2023	EFT	Thatcher Company of Nevada, Inc	1,433.00
8039	10/12/2023	EFT	Thomas Petroleum, LLC	13,703.95
8011	10/05/2023	EFT	Thunderbird Communications	2,018.70
8092	10/25/2023	EFT	Thunderbird Communications	2,495.00
8093	10/25/2023	EFT	ULINE, Inc	1,791.48
8012	10/05/2023	EFT	United Site Services	790.29
8094	10/25/2023	EFT	United Site Services	1,034.00
8063	10/19/2023	EFT	WageWorks, INC	3,576.39
8095	10/25/2023	EFT	WageWorks, INC	12,606.43

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8014	10/05/2023	EFT	Wedco, Inc.	385.41
8015	10/05/2023	EFT	Western Environmental Laboratory	1,554.70
8040	10/12/2023	EFT	Western Environmental Laboratory	576.30
8064	10/19/2023	EFT	Western Environmental Laboratory	1,371.20
8096	10/25/2023	EFT	Western Environmental Laboratory	589.80
781608	10/19/2023	PRINTED	American Red Cross	84.00
781539	10/05/2023	PRINTED	American Textile & Supply, Inc.	166.70
781567	10/12/2023	PRINTED	American Water Works Assoc.	2,982.00
781538	10/05/2023	PRINTED	Andrea Hoxie	414.00
781566	10/12/2023	PRINTED	Andrea Hoxie	414.00
781540	10/05/2023	PRINTED	Automationdirect.com	142.00
781631	10/25/2023	PRINTED	Automationdirect.com	2,337.50
781568	10/12/2023	PRINTED	Axess Americas INC	8,508.52
781569	10/12/2023	PRINTED	Badger Meter, Inc.	133.65
781541	10/05/2023	PRINTED	Beacon Athletics LLC	993.00
781542	10/05/2023	PRINTED	Billy Knight	1,101.08
781609	10/19/2023	PRINTED	Black Eagle Consulting, Inc.	3,155.75
781543	10/05/2023	PRINTED	Brad Doran	71.00
781570	10/12/2023	PRINTED	Brithany Solis-Hernandez	495.84
781571	10/12/2023	PRINTED	CA State Disbursement Unit	638.76
781632	10/25/2023	PRINTED	CA State Disbursement Unit	319.38
781633	10/25/2023	PRINTED	Casey Tocchetti	459.84
781634	10/25/2023	PRINTED	Champion Chevrolet	11.25
781572	10/12/2023	PRINTED	Charlene Braun	2,600.00
781610	10/19/2023	PRINTED	Charter Communications Holdings,LLC	491.04
781611	10/19/2023	PRINTED	Christopher Glassburn	234.00
781612	10/19/2023	PRINTED	Cinderlite Trucking Corp	2,400.00
781635	10/25/2023	PRINTED	Cinderlite Trucking Corp	307.86
781544	10/05/2023	PRINTED	Cislo & Thomas LLP	3,813.25
781545	10/05/2023	PRINTED	Clean Earth Environmental Solutions, Inc	4,887.87
781613	10/19/2023	PRINTED	Clean Tahoe Program	10,000.00
781546	10/05/2023	PRINTED	Cleveland Golf/SRIXON	4,184.04
781547	10/05/2023	PRINTED	Club Car, LLC	1,014.16
781573	10/12/2023	PRINTED	Creative Coverings	1,009.00
781548	10/05/2023	PRINTED	DirecTV, Inc.	6.25
781614	10/19/2023	PRINTED	DirecTV, Inc.	958.68
781636	10/25/2023	PRINTED	Dom Morelli	300.00
781537	10/05/2023	PRINTED	Douglas County Parks and Weed Control	603.55
781615	10/19/2023	PRINTED	Douglas County Parks and Weed Control	4,664.29
781637	10/25/2023	PRINTED	DOWL, LLC	3,293.75
781574	10/12/2023	PRINTED	Eco-Chek Compliance LLC	911.00
781616	10/19/2023	PRINTED	Evolve Golf, Inc	319.49
781575	10/12/2023	PRINTED	Ewing Irrigation Products	2,368.94
781638	10/25/2023	PRINTED	Exline & Company Inc	500.00
781549	10/05/2023	PRINTED	E-Z-Go Textron	39.96
781576	10/12/2023	PRINTED	Ferguson Waterworks - 1423	48,241.57
781639	10/25/2023	PRINTED	Ferguson Waterworks - 1423	322.09
781617	10/19/2023	PRINTED	First Nonprofit Companies, Inc.	54,000.00
781550	10/05/2023	PRINTED	Flyers Energy LLC	9,189.12
781577	10/12/2023	PRINTED	Flyers Energy LLC	3,194.41
781578	10/12/2023	PRINTED	Gloria Baumann	51.10
781551	10/05/2023	PRINTED	Grainger, Inc.	1,433.78
781579	10/12/2023	PRINTED	Grainger, Inc.	911.48
781618	10/19/2023	PRINTED	Grainger, Inc.	632.36

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781640	10/25/2023	PRINTED	Grainger, Inc.	2,857.99
781580	10/12/2023	PRINTED	Grass Roots Agronomics, Inc	3,635.50
781619	10/19/2023	PRINTED	GrassRoots Turf Supply LLC	441.74
781552	10/05/2023	PRINTED	Hill Brothers Chemical Company	10,702.66
781581	10/12/2023	PRINTED	Hollye Shepherd	97.50
781641	10/25/2023	PRINTED	Industrial Software Solutions I, LLC	14,220.00
781582	10/12/2023	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	250.03
781620	10/19/2023	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	949.39
781642	10/25/2023	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	134.29
781583	10/12/2023	PRINTED	Lee Joseph, Inc.	3,135.00
781553	10/05/2023	PRINTED	Loomis Holding US, Inc DBA Loomis Armored US, Inc	167.93
781554	10/05/2023	PRINTED	Luxottica of America Inc.	102.33
781643	10/25/2023	PRINTED	Mann Built Construction LLC	15,607.30
781644	10/25/2023	PRINTED	Mary E. Sinnott	4,400.00
781555	10/05/2023	PRINTED	McMaster-Carr Supply Co.	603.81
781645	10/25/2023	PRINTED	Michael Bliss	224.10
781556	10/05/2023	PRINTED	Michael Hohl Motor Company	651.18
781584	10/12/2023	PRINTED	Michael Hohl Motor Company	125.97
781646	10/25/2023	PRINTED	Michael Hohl Motor Company	9.25
781557	10/05/2023	PRINTED	MidwestMotor Supply Co, DBA Kimball Midwest	652.21
781585	10/12/2023	PRINTED	Mike Menath Insurance, Inc.	3,466.00
781647	10/25/2023	PRINTED	Mountain Hardware and Sports Incline Village, INC	2,713.41
781648	10/25/2023	PRINTED	Napa Sierra Nevada , Inc	4,230.11
781621	10/19/2023	PRINTED	National Ski Area Assoc. (NSAA)	6,628.00
781586	10/12/2023	PRINTED	North Tahoe Business Association	175.00
781622	10/19/2023	PRINTED	Northern Nevada Public Health	532.00
781649	10/25/2023	PRINTED	Northern Nevada Public Health	574.00
781650	10/25/2023	PRINTED	Northern Nevada Public Health	400.00
781587	10/12/2023	PRINTED	Nutrien AG Solutions INC	1,460.00
781623	10/19/2023	PRINTED	NV Energy	130,870.91
781588	10/12/2023	PRINTED	Office Depot	197.39
781652	10/25/2023	PRINTED	Office Depot	424.08
781559	10/05/2023	PRINTED	Olin Finance Company LLC	27,031.78
781653	10/25/2023	PRINTED	Olin Finance Company LLC	1,906.45
781589	10/12/2023	PRINTED	Operating Eng Local Union #3 (DUES)	1,700.00
781590	10/12/2023	PRINTED	Operating Engineers Trust Fund	9,122.83
781558	10/05/2023	PRINTED	O'Reilly Automotive Stores, Inc	20.47
781651	10/25/2023	PRINTED	O'Reilly Automotive Stores, Inc	200.37
781591	10/12/2023	PRINTED	R & R Products	110.68
781592	10/12/2023	PRINTED	Rainbow Printing & Office Supplies, Inc.	102.25
781624	10/19/2023	PRINTED	Rainbow Printing & Office Supplies, Inc.	1,043.95
781654	10/25/2023	PRINTED	Rainbow Printing & Office Supplies, Inc.	33.13
781625	10/19/2023	PRINTED	Reno-Tahoe Airport Authority	96.00
781593	10/12/2023	PRINTED	Richard Kiesel	83.11
781560	10/05/2023	PRINTED	Roessel Heidi	45.59
781594	10/12/2023	PRINTED	SHI International Corp.	16,800.00
781626	10/19/2023	PRINTED	SHI International Corp.	4,187.50
781655	10/25/2023	PRINTED	Sierra Mountain Pipe & Supply	1,363.88
781595	10/12/2023	PRINTED	Sierra Pacific Turf Supply, Inc.	14,600.78
781656	10/25/2023	PRINTED	Silver State Law LLC	5,707.50
781596	10/12/2023	PRINTED	Simplot Partners	950.00
781627	10/19/2023	PRINTED	Snow Machines, Inc (SMI)	1,542.77
781657	10/25/2023	PRINTED	Snow Machines, Inc (SMI)	1,284.51
781597	10/12/2023	PRINTED	Southwest Gas	38,265.69
781598	10/12/2023	PRINTED	State Coll & Disb Unit-SCADU	2,262.24

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781658	10/25/2023	PRINTED	State Coll & Disb Unit-SCADU	1,131.12
781599	10/12/2023	PRINTED	State of Nevada-NDEP/BWPC	200.00
781600	10/12/2023	PRINTED	State of Nevada-NDEP/BWPC	200.00
781601	10/12/2023	PRINTED	State of Nevada-NDEP/BWPC	100.00
781659	10/25/2023	PRINTED	Tapco Construction	450.00
781602	10/12/2023	PRINTED	The Prestwick Group DbA:Prestwick Limited	14,890.06
781628	10/19/2023	PRINTED	Travis Mathew Apparel, LLC	342.48
781561	10/05/2023	PRINTED	TRPA	500.00
781562	10/05/2023	PRINTED	Turf Star, Inc.	826.48
781603	10/12/2023	PRINTED	Turf Star, Inc.	1,371.90
781629	10/19/2023	PRINTED	Turf Star, Inc.	2,133.48
781563	10/05/2023	PRINTED	Unisys Corporation	1,000.02
781660	10/25/2023	PRINTED	USABluebook (Utility Supply of America)	158.00
781630	10/19/2023	PRINTED	USRelay Corp	999.00
781604	10/12/2023	PRINTED	Wake Forest University	500.00
781661	10/25/2023	PRINTED	Walsh Odyssey Engineering Ltd	7,900.00
781605	10/12/2023	PRINTED	Washoe County	200.00
781606	10/12/2023	PRINTED	Waters Vacuum Truck Service	1,025.00
781662	10/25/2023	PRINTED	WESCO Distribution INC	486.03
781564	10/05/2023	PRINTED	Western Nevada Supply	9,377.33
781607	10/12/2023	PRINTED	Western Nevada Supply	95.37
781663	10/25/2023	PRINTED	Western Nevada Supply	2,872.08
781565	10/05/2023	PRINTED	William Robbins	40.00
11821028	10/18/2023	MANUAL	Acushnet Company	550.00
11821029	10/18/2023	MANUAL	Acushnet Company	150.00
11821030	10/18/2023	MANUAL	Acushnet Company	380.00
11820978	10/05/2023	MANUAL	AT&T (U-Verse)	138.55
11820979	10/05/2023	MANUAL	AT&T Mobility - PAY ONLINE	1,773.64
11820980	10/05/2023	MANUAL	AT&T Mobility - PAY ONLINE	1,773.64
11821031	10/18/2023	MANUAL	Callaway Golf	685.38
11821032	10/18/2023	MANUAL	Callaway Golf	525.00
11821033	10/18/2023	MANUAL	Callaway Golf	187.50
11820981	10/06/2023	MANUAL	GPS Industries, LLC	800.00
11821019	10/11/2023	MANUAL	Ping Golf Equipment	219.20
11821020	10/11/2023	MANUAL	Ping Golf Equipment	199.00
11821021	10/11/2023	MANUAL	Ping Golf Equipment	1,311.61
11821022	10/11/2023	MANUAL	Ping Golf Equipment	356.02
11821023	10/11/2023	MANUAL	Ping Golf Equipment	34.54
11821024	10/11/2023	MANUAL	Ping Golf Equipment	1,645.13
11821025	10/11/2023	MANUAL	Ping Golf Equipment	212.61
11821026	10/11/2023	MANUAL	Ping Golf Equipment	175.62
11820960	10/04/2023	MANUAL	Refuse, Inc DBA Waste Management of Nevada	57.80
11820961	10/04/2023	MANUAL	Refuse, Inc DBA Waste Management of Nevada	13.50
11820975	10/04/2023	MANUAL	Refuse, Inc DBA Waste Management of Nevada	271.16
11820958	10/04/2023	MANUAL	Reno Disposal/DbA:Waste Management of Nevada	316.49
11820959	10/04/2023	MANUAL	Reno Disposal/DbA:Waste Management of Nevada	316.49
11820962	10/04/2023	MANUAL	Reno Disposal/DbA:Waste Management of Nevada	10,777.48
11820963	10/04/2023	MANUAL	Reno Disposal/DbA:Waste Management of Nevada	10,896.30
11820964	10/04/2023	MANUAL	Reno Disposal/DbA:Waste Management of Nevada	587.27
11820965	10/04/2023	MANUAL	Reno Disposal/DbA:Waste Management of Nevada	587.27
11820967	10/04/2023	MANUAL	Reno Disposal/DbA:Waste Management of Nevada	465.22
11820968	10/04/2023	MANUAL	Reno Disposal/DbA:Waste Management of Nevada	465.22
11820969	10/04/2023	MANUAL	Reno Disposal/DbA:Waste Management of Nevada	631.74
11820970	10/04/2023	MANUAL	Reno Disposal/DbA:Waste Management of Nevada	793.44

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11820971	10/04/2023	MANUAL	Reno Disposal/Db:Waste Management of Nevada	793.44
11820972	10/04/2023	MANUAL	Reno Disposal/Db:Waste Management of Nevada	890.90
11820982	10/10/2023	MANUAL	Southern Glazer's Wine & Spirits	204.51
11820983	10/10/2023	MANUAL	Southern Glazer's Wine & Spirits	1,857.20
11820984	10/10/2023	MANUAL	Southern Glazer's Wine & Spirits	632.89
11820985	10/10/2023	MANUAL	Southern Glazer's Wine & Spirits	3,498.41
11820986	10/10/2023	MANUAL	Southern Glazer's Wine & Spirits	4,324.78
11820987	10/10/2023	MANUAL	Southern Glazer's Wine & Spirits	32.50
11820988	10/10/2023	MANUAL	Southern Glazer's Wine & Spirits	3.00
11820989	10/10/2023	MANUAL	US Foodservice, Inc.	96.70
11820990	10/10/2023	MANUAL	US Foodservice, Inc.	50.92
11820991	10/10/2023	MANUAL	US Foodservice, Inc.	85.45
11820992	10/10/2023	MANUAL	US Foodservice, Inc.	799.16
11820993	10/10/2023	MANUAL	US Foodservice, Inc.	1,439.18
11820994	10/10/2023	MANUAL	US Foodservice, Inc.	1,527.77
11820995	10/10/2023	MANUAL	US Foodservice, Inc.	267.68
11820996	10/10/2023	MANUAL	US Foodservice, Inc.	138.27
11820997	10/10/2023	MANUAL	US Foodservice, Inc.	3,645.48
11820998	10/10/2023	MANUAL	US Foodservice, Inc.	1,709.49
11820999	10/10/2023	MANUAL	US Foodservice, Inc.	4,682.08
11821000	10/10/2023	MANUAL	US Foodservice, Inc.	160.47
11821001	10/10/2023	MANUAL	US Foodservice, Inc.	85.82
11821002	10/10/2023	MANUAL	US Foodservice, Inc.	4,600.50
11821003	10/10/2023	MANUAL	US Foodservice, Inc.	794.04
11821004	10/10/2023	MANUAL	US Foodservice, Inc.	1,389.17
11821005	10/10/2023	MANUAL	US Foodservice, Inc.	108.41
11821007	10/10/2023	MANUAL	US Foodservice, Inc.	4,987.10
11821008	10/10/2023	MANUAL	US Foodservice, Inc.	2,591.37
11821009	10/10/2023	MANUAL	US Foodservice, Inc.	50.92
11821010	10/10/2023	MANUAL	US Foodservice, Inc.	1,922.02
11821011	10/10/2023	MANUAL	US Foodservice, Inc.	206.80
11821012	10/10/2023	MANUAL	US Foodservice, Inc.	829.93
11821013	10/10/2023	MANUAL	US Foodservice, Inc.	136.64
11821014	10/10/2023	MANUAL	US Foodservice, Inc.	438.92
11821015	10/10/2023	MANUAL	US Foodservice, Inc.	1,906.77
11821016	10/10/2023	MANUAL	US Foodservice, Inc.	1,942.35
11821017	10/10/2023	MANUAL	US Foodservice, Inc.	1,176.99
11821018	10/10/2023	MANUAL	US Foodservice, Inc.	2,501.80
11821027	10/18/2023	MANUAL	Utility Telecom Group, LLC	1,090.19
11820966	10/04/2023	MANUAL	Waste Mgmt Lockwood (refuse)	26.74
11820973	10/04/2023	MANUAL	Waste Mgmt Lockwood (refuse)	532.95
11820974	10/04/2023	MANUAL	Waste Mgmt Lockwood (refuse)	7.87
11821034	10/19/2023	MANUAL	Wilbur-Ellis Company	611.30
11820976	10/02/2023	MANUAL	Xerox Corporation	536.19
11820977	10/02/2023	MANUAL	Xerox Corporation	609.48
				\$ 1,100,095.59
Total EFT				\$ 435,664.00
Total Printed				571,210.22
Total Manual				93,221.37
Total				\$ 1,100,095.59

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INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT
BOARD OF TRUSTEES

TRANSCRIPT OF HEARING
PUBLIC MEETING
Live and Via Zoom

Held at the Boardroom
893 Southwood Boulevard
Incline Village, Nevada

Wednesday, November 8, 2023

Reported by: Brandi Ann Vianney Smith
Job Number: IVGID 11

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A P P E A R A N C E S

BOARD MEMBERS PRESENT

MATTHEW DENT, CHAIR (via Zoom telephonic)

SARA SCHMITZ, VICE CHAIR

DAVE NOBLE, SECRETARY

RAY TULLOCH, TREASURER

MICHAELA TONKING, MEMBER (via Zoom)

ALSO PRESENT

SERGIO RUDIN, LEGAL COUNSEL

HEIDI WHITE, DISTRICT CLERK

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1 Incline Village, Nevada - 11/8/2023 - 6:00 P.M.

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5 VICE CHAIR SCHMITZ: Calling the meeting
6 of the IVGID trustees tonight, on the evening of
7 November the 8th at the boardroom here in Incline
8 Village.

9 A. PLEDGE OF ALLEGIANCE

10 (Pledge of Allegiance.)

11 VICE CHAIR SCHMITZ: Roll call of the
12 trustees.

13 B. ROLL CALL OF TRUSTEES

14 VICE CHAIR SCHMITZ: Trustee Tonking?

15 Trustee Tonking?

16 TRUSTEE TONKING: Here.

17 VICE CHAIR SCHMITZ: Trustee Tulloch?

18 TRUSTEE TULLOCH: Here.

19 VICE CHAIR SCHMITZ: Trustee Noble?

20 TRUSTEE NOBLE: Here.

21 VICE CHAIR SCHMITZ: And Trustee Dent will
22 be joining us shortly and will be here for a
23 shortened evening.

24 I'd like to also introduce our new legal
25 counsel joining us tonight. His name is Sergio

1 Rudin, and he will be here from meetings going
2 forward representing BBK.

3 MR. RUDIN: Thank you for having me.

4 VICE CHAIR SCHMITZ: We will begin with
5 public comment.

6 C. INITIAL PUBLIC COMMENT

7 MR. CALLICRATE: Good evening. Tim
8 Callicrate, 830 Oriole Way, Incline Village, Nevada.

9 The recall is on everybody's mind. I'm
10 submitting into the board minutes the attorney press
11 release regarding the recall. In summary, there
12 were significant concerns surrounding the Washoe
13 County signature verification process. On November
14 1st, the committees to recall the IVGID trustees
15 filed an appeal with the Nevada Secretary of State,
16 requesting the Secretary of State to order the
17 Washoe County registrar to investigate the signature
18 verification process and reverify petition
19 signatures due to inconsistencies in the signature
20 verification process. Such inconsistencies have
21 caused harm to the constitutional right of the
22 people to recall public officials. Relief for these
23 requests will preserve the people's right to
24 constitutional recall.

25 The right to recall public officials is

1 guaranteed to Nevada residents by Article 2, section
2 9 of the State Constitution. Because the people's
3 right to recall is impacted by the process as used
4 by the Washoe County registrar to reject signatures,
5 a review by the Nevada Secretary of State's office
6 is necessary to ensure that all laws were complied
7 with in the signature verification process.

8 The Washoe County registrar used various
9 codes to reject signatures, and the registrar did
10 not publish the methods or criteria it used to apply
11 the codes. The rejection of 986 signatures from
12 both Schmitz and Dent recall petitions caused
13 significant concern and there were inconsistencies
14 in the signature verification process, and it was
15 unclear that petitioners had sufficient time to cure
16 their addresses.

17 On November the 2nd, the Secretary of
18 State sent Trustee Schmitz and Dent letters stating
19 that they had considered the allegations in the
20 appeal and are investigating pursuant to NRS
21 293.12793(2). I have here the immediate press
22 release from Hutchison Steffen.

23 Thank you.

24 MS. BECKER: My name is Diane Becker, and
25 I'm a full-time resident of Incline Village.

1 I want to address two items briefly that
2 are on the agenda.

3 The first is the approval of a contract
4 with RubinBrown, and I want to urge you to approve
5 that contract tonight and get started on the due
6 diligence audit. I feel that as a member of the
7 public and a taxpayer, I would really like to see the
8 results of the due diligence audit. Thank you.

9 With respect to the proposed skating rink,
10 I want to make a couple of comments as well. I love
11 ice skating. I began ice skating when I was 4 years
12 old. But I think the idea of starting a project
13 like this with no budget, a project where we know
14 that, I think they're losing something like \$400,000
15 in Tahoe City on the ice skating rink, is just not
16 appropriate at this time. You need, I believe, a
17 real budget. You need to have it included in your
18 actual budget or make arrangements so that we know
19 that this is something that should be done.

20 I believe that part of your fiduciary duty
21 is to look at each project on its merits, even
22 though this is a donation of the rink itself, this
23 is not a donation of all the costs for employees. I
24 don't know where the employees are supposed to sit
25 while they work out in the freezing cold, you're

1 going to have to do something, that the cost of ice
2 skating rink, the electrical costs are huge.

3 I hope that this offer will still be
4 available next year when you can really do true due
5 diligence on the project.

6 Thank you.

7 MR. CABLE: Jim Cable, full-time resident
8 and volunteer board member, Bitterbrush II.

9 I thank this board and Mike Bandelin for
10 their attention to the helicopter issue at Diamond
11 Peak. I understand this meeting gives specific
12 guidance to attempt to amend the contract with NV
13 Energy. This will require residents to wait yet
14 another month to resolve, while many currently have
15 their homes on the market with this hanging over a
16 potential offer of escrow.

17 The live stream clearly shows Trustee
18 Schmitz expressed concern, that was then echoed by
19 others regarding any potential effect on residents.
20 The conversation quickly shifted to \$1,000 per week
21 instead of \$1,000 per month, plus recapture.

22 Brad Underwood then flat out lied when he
23 said the appropriate HOAs were contacted. I can
24 assure you that our board was not contacted. We
25 conferred with the other HOAs in the area, and they

1 were not contacted either.

2 Trust is a very fragile commodity. NV
3 Energy needs to understand that concept.

4 This board then proceeded to approve this
5 five-year contract, pending resident outreach and
6 increased financials. As we all know, NV Energy
7 came through in the financials, but zero outreach
8 was done. The residents got kicked to the curb.

9 I reiterate: This board needs to put the
10 citizens of this town ahead of the financial gain or
11 corporate desires.

12 Anyone who supports the work that NV
13 Energy needs to do. We do not support the shifty
14 way they went about getting this contract approved
15 or the disingenuous way they handled themselves this
16 past summer. Particularly the way they've addressed
17 concerns since things have been brought forth. They
18 have avoided the press regarding interviews because
19 the truth is not on their side. Instead, they issue
20 lofty statements promoting the importance of their
21 work and the obvious need to use helicopters. No
22 one has ever disputed that.

23 What they failed to address is the
24 elephant in the room: using our backyards as a
25 heliport.

1 They can fly all they need into the
2 mountains. When they fly over our homes, they can
3 do so at higher and safer altitudes as they will not
4 be landing next to us. They have been flying over
5 Lakeshore and other communities where many of you
6 live, at higher, safer altitudes, and it has not
7 been a concern for you. They had to fly literally
8 hundreds of feet over our homes so they could land
9 and take off right next to us.

10 Please avoid any amendment that allows NV
11 Energy's noses under the tent they should have never
12 been let into in the first place. Zero take off and
13 landings at Diamond Peak or anywhere in that valley
14 is the only option. No storage of fuel at Diamond
15 Peak should be allowed.

16 Based on your full knowledge of NV
17 Energy's deceptive behavior thus far, I ask you to
18 ensure that any language in any potential amendment
19 is very specific and clear.

20 I sincerely thank you for your time, and
21 we all look forward to a swift and complete
22 resolution of this issue. Thank you.

23 MR. DOBLER: Sometimes it is very hard to
24 understand the logic developed by IVGID senior staff
25 members. The agenda for a seasonal ice skating rink

1 defies logic.

2 The August 2019 community service master
3 plan evaluated an ice skating venue and determined
4 that the best location was the Chateau parking lot
5 and golf driving range. It was a perfect fit,
6 providing the ability for skating, tooting, and
7 sledding. Facilities existed for a pay station,
8 rental storage, restroom, and food and beverage, if
9 desired. The area also ties into cross-country
10 trails on the golf course.

11 That location was well thought out. The
12 project was considered a second-tier recommendation
13 and plan to just initiate discussions with the Ice
14 Foundation to determine feasibility. We haven't
15 heard anything from the Ice Foundation for almost
16 20 years. Ellie and I were initial donors, and Bill
17 Zink, a good friend, was the largest.

18 It is not apparent who represents the Ice
19 Foundation, how much money is available, and it is
20 conforming under the law.

21 Staff states that all foundation money
22 remaining after the purchase will be given to IVGID.
23 (Inaudible) the foundation be wound up. Bringing
24 this on the agenda follows no board policies, no
25 vetting by the Investment Committee, no analysis of

1 operating revenues and expenses, no reason for a
2 change of location, and no logical explanation of
3 why the foundation would buy a package from Ice
4 America, and in turn, donate the package to IVGID.
5 That probably never has existed in the real world.
6 What was the logic of that?

7 The statement made by staff are
8 remarkable, anticipated to break even, and
9 operations are to be performed with existing staff
10 are simply not true. Break even is far from
11 reality. I obtained historical data from the Tahoe
12 City director of winter services. The city has
13 almost the same exact ice rink as proposed by staff,
14 so here are the city's real numbers from 2019 to
15 2022, and estimate for 2023:

16 Annual visitors, 9,261. Average revenues,
17 \$147,000. Average expenses, 385,000. Average loss,
18 238,000. Average losses per visit, \$25.70.

19 So what would be the odds that IVGID can
20 break even? What odds would be given to win a horse
21 race when the horse and the jockey are running in
22 the wrong direction?

23 Why does IVGID staff continue to provide
24 data, especially on capital projects, that are not
25 thought out and are substantially incorrect. A

1 proper disclosure is key.

2 I see nothing wrong with the ice skating
3 venue providing it's at the golf course and citizens
4 do not mind paying for another subsidy, which will
5 largely accommodate visitors.

6 In addition, I'd like to see the cart
7 paths agenda item pulled from the agenda. That's
8 not very clear.

9 Thank you.

10 MS. HOLMAN: Hi. Allison Holman,
11 full-time resident, 985 Fairway Boulevard. I am
12 also one of the owners of Bowl Incline.

13 I'm just here to voice a -- I'm a parent,
14 I'm a mom of two, and I see a lot of things being
15 turned down the Board to better the facilities for
16 the children in Incline, one of those being an ice
17 rink. I was on the way here when I heard it was
18 taken off the agenda, which is disappointing. But I
19 would like to see it back on the agenda, and just
20 voice as a parent, as a business owner in the town
21 who would like to see more facilities brought to
22 Incline, I would like to see it back on the agenda.
23 Hopefully it will come to fruition.

24 Thank you.

25 MS. CARS: Linda Cars, 625 Lariat Circle.

1 I'm also going to address the ice rink.

2 But I first want to talk about the updates
3 on the recall. If anybody in the community has any
4 questions or would like to help us with the recall
5 committee, please go to inclinetogether.com, contact
6 us, and we look forward to hearing from you and
7 answering your question.

8 So, regarding item G 8 on the agenda --
9 please include this in the meeting minutes --
10 Trustees -- I understand that I wrote this before I
11 found out on my way here that you turned it down,
12 but I'm going to read this anyway -- you must move
13 forward tonight with accepting this generous skating
14 rink recreational donation to the community from the
15 Incline Ice Foundation. A skating rink is a
16 second-tier recommendation of the 2019 community
17 service master plan. We understand the offer was
18 made in October, and in record time, the staff has
19 been able to bring this proposal to the community.

20 Trustees -- I'm looking at all three of
21 you, four of you -- please accept this incredibly
22 generous donation, which gives Incline Village pride
23 and enjoyment, with an amazing recreational
24 community, which has been 30 years in the making.
25 Incline Village will have another Nordic outdoor

1 activity that residents, in contrary to what someone
2 just said that only guests would use it, there's
3 lots of children in this community, there's lots of
4 skaters, there's lots of adults. This would not be
5 for outsiders. It would be a gift to the community.
6 They won't have to leave Incline Village to skate.

7 We thank the Incline Ice Foundation for
8 this very generous donation, and the IVGID staff for
9 working with the foundation to bring this
10 well-needed recreational opportunity for the
11 community. It would be irresponsible -- I really
12 believe it's irresponsible for the trustees to turn
13 this down, as we lost the recreation center because
14 of one trustee.

15 So, please, let's all try to think about
16 the community and not any self-serving interests
17 that would not benefit the community. I don't see
18 very much being done for the community.

19 I'm going to speak off the record now. I
20 really don't. I'm very disturbed by everything, and
21 I'm not the only one. Please let's see you
22 listening to the community and acting in the best
23 interest of the citizens of the community. That's
24 your responsibility. It's not to the people who are
25 disruptive to the community, disruptive to the

1 staff, and impacting us in a very negative way.

2 Thank you.

3 MR. KATZ: Good morning. Aaron Katz,
4 Incline Village. I have written statements I've
5 given to the clerk to be attached to the minutes of
6 the meeting.

7 So now you have evidence before you, as I
8 have said many times before, it's essentially
9 everything our staff does. Everything. And it's
10 essentially all of them. It's incompetence, it's
11 deceit, it's waste, it's a lack of transparency.
12 They're overcompensated, they're under trained,
13 they're under supervised. There's a lack of
14 internal controls. There's an unjustified sense of
15 self-entitlement, which some of us refer to as "the
16 IVGID culture," and it happens over and over and
17 over. You need to stop it. You need to address it.

18 So, we have evidence of ill-equipped
19 engineering, calculating repairs for the Mountain
20 Course cart pathways. Hudson Klein admitted it.
21 He's your own employee. We have ill-equipped public
22 works contract management. Indra even admitted it.
23 We have ill-equipped public works director, whose
24 specialty, we didn't understand, was negotiating
25 helicopter flyover compensation. We have

1 ill-equipped aquatics, a glorified lifeguard thrust
2 into the job of being a buyer. We have untruthful
3 Waste Not public works employees, who donates to a
4 film festival so she and one of her buddies can eat
5 and drink for free at VIP events. What sort of
6 public employee does this?

7 Ill-equipped engineering, insofar as
8 dealing with Granite Construction. They admitted to
9 you: We're not equipped to negotiate with them.

10 Who is negotiating with Granite?

11 We have ill-equipped fleet. Six, two and
12 a half year old, in dog years, Toro push lawn mowers
13 with a fraction of hours on them that have allegedly
14 reached the end of their useful life. We have
15 untruthful fleet. You got the records from fleet,
16 \$103,000 of lawn mower-related billings, and over
17 four years for new lawn mowers, billing out more
18 than 24 hours in a day.

19 We have giveaways of facilities sales.
20 Use our facilities for free as a loss leader to
21 disingenuously prop up food and beverage sales.

22 We have a wasteful passenger van purchase.
23 \$15,000 more, by the way, than that the Board
24 budgeted. Why? Because we can't find anybody to
25 drive the 36-six passenger shuttle.

1 We won't do a citizen's committee for
2 Granite. We won't do a citizen's committee for
3 Waste Management. The whole place is screwed up.

4 MS. HOWARD: Good evening. Danielle
5 Howard. NV Energy, 6100 Neil Road. I am the
6 director for the Natural Disaster Protect Plan.

7 First off, I want to thank IVGID, and the
8 Board of Directors, for ongoing collaboration.
9 We're proud of the partnership to execute on what is
10 very important work, under the Natural Disaster
11 Protection Plan. The goal of the plan is to ensure
12 the safety of our customers, the electric system,
13 and also the community through proactive wildfire
14 mitigation work.

15 NV Energy has and will continue to work
16 with IVGID and those in the community to ensure that
17 this important work continues, in order to keep, not
18 only Incline, but the greater population safe. The
19 safety of our crews, customers in the community
20 always has been a number one priority.

21 The helicopters that have recently been
22 used in the areas where trucks were unable to access
23 the steep and unstable terrain where the equipment
24 is located, this work was approved by FAA. In fact,
25 the FAA has been on site during those helicopters

1 events. The companies that we're working with do
2 have an A rating among industry standard for
3 helicopter operations, as well as incredibly
4 seasoned pilots.

5 The safety, again, has always been our
6 number one priority as we've completed those
7 projects this summer.

8 We look forward to presenting a
9 more-detailed scope of the work that we've done
10 through your partnership, through the December IVGID
11 meeting.

12 Thank you for time.

13 MR. EPPOLITO: Hi. My name is John
14 Eppolito.

15 I agree with the first gentleman who spoke
16 about the helicopters up at Diamond Peak. I, too,
17 think that's a problem and it's a disclosure item,
18 like I mentioned before, for people who want to sell
19 those units, as I'm a real estate broker here for
20 25 years, approximately, both states.

21 But the main thing I wanted to talk is not
22 the recall, the main thing I wanted to talk about is
23 this article that appeared in the Reno Gazette
24 Journal, and then MSN.com picked it up. I left a
25 copy for all you guys. And for anyone who is

1 watching, it should be in the meeting minutes
2 because I gave it to this nice lady over here.

3 The title of article is "Urban Plan for
4 Tahoe Flawed, Short Sided," and it's an opinion
5 piece by Pam -- I won't even attempt her last name,
6 but it'll be in the meeting minutes.

7 I don't think people realize how
8 problematic this plan is because it's not just Kings
9 Beach and the west shore and the 800 houses in
10 Martis Valley, this is for the whole Tahoe basin out
11 of Tahoe basin. I know that Martis Valley is out of
12 the Tahoe Basin. There's 14 projects on the north
13 and west shores, plus the one in Martis Valley, in
14 different stages of being approved, almost approved,
15 completely approved, that will bring a lot of people
16 to our area. We only have one in Incline right now,
17 947, but now that the zoning was changed, there
18 could be a lot more in the near future.

19 A couple of things. What we're looking at
20 are buildings that are 65 feet tall, right along the
21 highway, and have hardly any parking. In fact, some
22 of these town centers, there is zero parking that
23 developers have to provide in these plans if the
24 project meets certain requirements, employee housing
25 and what not. And actually there's a lot of times

1 when they don't have to provide any parking. And
2 sometimes they only have to provide less than one
3 spot for unit. It's terrible.

4 I'm going to read you a paragraph out of
5 this article, maybe 50 seconds. Quote: There's no
6 more important land use question for this unique
7 area today than this. How many people can Tahoe
8 safely accommodate and evacuate in mountainous areas
9 with few exits and tens of millions visitors, many
10 unfamiliar with the terrain. Before increasing
11 Tahoe's building density and population further,
12 calculating what the basin can safely hold amid
13 climating crisis. Risks, Tahoe lies in a recognized
14 double hazard zone for wildfire. There has not been
15 an updated environmental impact study on the
16 cumulative proposed urban changes and projects
17 already in the pipeline, nor has there been
18 adequate, recent safety and wildfire evacuation data
19 gathering and analysis done. End quote.

20 Thank you.

21 VICE CHAIR SCHMITZ: Do we have comments
22 on Zoom?

23 MR. LAMBERT: Bill Lambert, full-time
24 resident of Bitter Brush II.

25 I also want to comment on the helicopter

1 issue with Nevada Energy. Recently, there was a
2 news article in Kolo News, and Nevada Energy issued
3 a statement that says: NV Energy has been and
4 continues to work with community to address
5 concerns.

6 This couldn't be further from the truth.
7 I challenge that interview to say who in Bitterbrush
8 II they spoke with? The PR folks from Nevada Energy
9 are outright liars. Heck, they even called the
10 agreement "a parking license agreement."

11 Now, speaking of agreement, there's
12 three issues where they've already breached the
13 contract. In 3.2, it says: The licensee may not
14 store or use hazardous materials in the license
15 area.

16 Well, parking a fuel truck there overnight
17 certainly would qualify for that. They may want to
18 look at NRS 459, the definition of hazardous waste.

19 And 3.6: The licensee shall specifically
20 provide written notice of the anticipated activities
21 each year to the residents in the following
22 residential areas: Bitterbrush I, (Tahoe
23 Chaparral).

24 I hate to tell you, but those are actually
25 two separate communities, bitterbrush II and upper

1 and lower Tyrolian Villages. This has not happened.
2 One again, they breached the contract.

3 3.7: The licensee shall provide to IVGID
4 and the residential areas named in 3.6, a helicopter
5 flight schedule.

6 Once again, this has not happened. Breach
7 of contract.

8 Now, they go on and talk about wildlife
9 mitigation. To be clear, myself and most residents
10 are certainly in favor of that. The issue isn't
11 whether they do mitigation. The issue is where
12 they're flying their helicopters. They are flying
13 it in the gusty canyon, next to ski cables and
14 trees. So how much mitigation is it going to be
15 when one of those crashes, hits trees or a ski lift
16 line or a fuel truck. How much of Incline will be
17 destroyed?

18 Nevada Energy has not been honest, they
19 breached the contract multiple times, and they are
20 not using a safe area for their operations.
21 Terminate this agreement. There's better areas to
22 land that helicopter.

23 Thank you.

24 MS. HORTON: My name is Tracy Horton. I'm
25 am a resident of Bitter Brush II.

1 I'm here again to reiterate what my
2 neighbors have already mentioned in their comments
3 tonight, via email, and the previous meeting.

4 I am all for the NV Energy work being
5 done, however, not the helicopter operations at
6 Diamond Peak. As previously stated, it is extremely
7 dangerous to the surrounding neighborhood, not to
8 mention extremely noise deafening to those of us who
9 work from home.

10 I would like to be able to have my windows
11 opened during the summer, enjoy this beautiful area
12 that I moved to, and be able to walk my dog without
13 her being in constant fear.

14 Again, I'm asking you to do the right
15 thing for the community and cancel this contract
16 with NV Energy.

17 Thank you.

18 MS. KNAAK: Yolanda Knaak, full-time
19 resident, Martis Peak and Christmas Peak. I'm on
20 the corner there.

21 And I just wanted to encourage the Board
22 to approve the -- to award the contract for the
23 forensic due diligence audit. Keep in mind, we've
24 had changes in our financial leadership, and so I
25 think this is important.

1 Thank you very much.

2 MS. MEADOWS: Hi. I'm Peggy Meadows,
3 halftime resident.

4 And I apologize for, at the community
5 forum, having included some written information on
6 what I was going to support for next year, having to
7 do with pickleball and tennis. They said that they
8 were going to pass it on to you. I hope they did.

9 I was kind of going over some of the rates
10 and things like, and I was thinking this is a good
11 time to reevaluate them and look at the -- how the
12 general public versus IVGID pass holders are charged
13 for some of our recreational benefits. Anyway, I
14 won't go into all that. Hopefully you got it. If
15 not, hopefully somebody will get back to me
16 regarding that.

17 Again, I was hoping that IVGID allow some
18 leftover credit to be passed on to the next year of
19 our punch cards, so that it can still be used for
20 the community, because some years, we haven't been
21 able to really get much use out of them. It would
22 be nice, even if it's not dollar-for-dollar. One
23 year, they let us use it for some part of our tennis
24 activities, things like that. It would be nice if
25 it could be rolled over.

1 And then also I was hoping that we could
2 return to having, on the beaches, the lounge chairs
3 and the regular chairs as much as possible without
4 having to buy more. If we could just use what we
5 used to have. I don't know what happened to them,
6 if they were sold, but some of us, like us, we ride
7 our bikes most of time to the beach. When we go,
8 it's awkward to try to bring a lawn chair with us or
9 beach chair. So hope you rethink that one.

10 And bunch of us would also like the return
11 of the fireworks over the Lake. I know it's not
12 just your decision, but it would be nice to have the
13 support of the IVGID community and the leadership.
14 We don't -- we're not up here. We haven't been up
15 here, along with our visitors, we've been other
16 places, like down in Auburn, where they do have the
17 fireworks still. So, you're losing some revenue
18 from people that would normally be up in Incline
19 Village around the 4th of July, to be able to have
20 more tax revenue and things like. We really think
21 it's something that needs to be discussed more, and
22 needs to be reevaluated. I won't go into a lot of
23 it now, but hope it can be something brought up
24 again later.

25 Those are the main things I wanted bring

1 up. Thank you for listening.

2 CHAIR DENT: This is Trustee Dent. I
3 don't have any public comment.

4 MATT: We'll get you promoted, Trustee
5 Dent.

6 MR. ABEL: Michael Abel, 900 Southwood.

7 First, I would like to thank all my
8 friends for their support during these past months.
9 The accusation against me was absurd, but the
10 disingenuous folks on the losing recall committee
11 seem to have no desire to shrink into the
12 background.

13 Rather than confronting and helping fix
14 the ails of IVGID, like corruption, bad management,
15 lack of oversight, poor contracting, and poor
16 contract management, they just beat the dead horse
17 and waste the Board's energy. Plus spread a few
18 good fictions, like, hey, Ms. Schmitz, tell us about
19 your initiative to sell the golf courses and Diamond
20 Peak.

21 Let's see now, no more pressing issues --
22 but to more pressing issues, like the Hyatt sport
23 shop lease on the consent calendar. This is and has
24 been one of the most foolish things that IVGID does.
25 Why am I subsidizing Larry Ellison's enterprise?

1 With a net worth of 150 billion, I don't think he
2 needs my financial help.

3 Let's see now, we taxpayers have our
4 people sell their customers ski tickets, fit them
5 with ski equipment, then we pay to transport them to
6 the slopes. Hell, they even charge a resort fee to
7 their guests for the amenity that I subsidize.

8 In a non-IVGID, real business world, they
9 would be paying us for these services. If Larry and
10 Hyatt want this amenity for their guests, let them
11 supply it.

12 We've all seen the numbers sent by
13 Mr. Katz if you bothered to read them. From my
14 side, let's see these three things:

15 Number one, the lease is outdated. It is
16 dated 2010, and probably the most one-sided contract
17 that I've ever read in life.

18 Number two, I love clause 16, where we
19 indemnify Hyatt Corporation, and 17(b) where we even
20 cover their attorney fees.

21 And three, the best sections are clause
22 44(a), where Mr. Sucker, you and me, give the Hyatt
23 four unlimited, transferable ski passes to the use
24 of their employees or guests.

25 Years ago, Hyatt gave Incline

1 Village/Crystal Bay residents a 20 percent discount
2 at their restaurants. But no more. In years past,
3 when Diamond Peak parking was full, you could drive
4 over to the Hyatt and park there for free. No more.
5 The parking is dated, and it's paid only. As Larry
6 Ellison would say: Thank you, IVGID suckers.

7 Question: What do I get as a stakeholder
8 in this contract? Nothing. Absolutely nothing.

9 I say let Hyatt run their own shop, let
10 them sell Diamond Peak tickets, and give them a
11 small commission, like two or five percent if they
12 want, but nothing else.

13 They should actually be paying us for the
14 all-day bus service that we provide to their
15 customers.

16 MR. SWIG: Hello. My name's John Swig,
17 Bitterbrush owner since 1996, and a taxpayer.

18 And I oppose the Nevada Energy/IVGID site
19 license agreement. It's still hard to comprehend an
20 organization that professes being a community
21 partner with a passion for quality of life and our
22 environment. IVGID strives to continually enhance
23 the reputation of our community as an excellent
24 place to live, work, recreate, visit, and
25 (inaudible) betrayal at its finest.

1 You are a community services organization
2 that should be strategic and innovative for our
3 community. Building a heliport for commercial use,
4 not innovative, not strategic for our community, not
5 your core competency.

6 For the next five years, every spring,
7 summer, fall, 40-plus hours a week. No longer an
8 excellent place to live. Environment laced with
9 aviation carbon emissions and deafening noise.
10 Work, how can we work in our home offices?
11 Recreation enthusiasts no longer can enjoy Diamond
12 Peak. Who would want to visit? Seriously.

13 Realtors have to disclose five-year
14 projects. Our dream investments disrupted along
15 with the lifestyle we earned in choosing Incline
16 Village. Home value, clearly our properties will be
17 coded undesirable, and likely assessed a low lower
18 rate, depreciating yearly.

19 Impact to IVGID: tax decreases. For
20 five years, tax cuts to Incline Village beach,
21 facilities, fire, recreation, schools, county funds,
22 animal shelters. And what about equity decline in
23 our home that will incur?

24 I continue to go back and review
25 the minutes of May 25th, shocked that there's no

1 motion to discuss the resident impacts. Trustee
2 Schmitz, Trustee Tulloch all repeatedly brought up
3 the resident concerns, helicopter noise, et cetera.
4 But as reported, residents were not of concern by
5 Nevada Energy and signee, Brad Underwood. I believe
6 he mentioned three times he would have community
7 outreach. Fraud and inducement should be considered
8 here.

9 Mr. Underwood then, having to appease all
10 of you, continues to push his agenda and fee
11 structure and let's-get-this-done attitude. He must
12 have had a helicopter to catch.

13 Then shock and awe, all trustees drank the
14 Kool-Aid mentioned and motion to approve, done in a
15 nanosecond, throwing our community's under the bus.
16 I guess you really weren't concerned about us, but
17 it looks good on public record to CYA.

18 Lastly, where's NV Energy in all this?

19 (Expiration of three minutes.)

20 MR. MILLER: Good evening. Charley
21 Miller, resident of Incline.

22 I don't really have anything prepared, but
23 I will just ramble a few things with regard to item
24 G 8 for the ice rink. What a fantastic and generous
25 opportunity, donation, that Incline ice group is

1 willing to share with us. Patiently sitting there
2 for, what I heard was, something like 30 years. I
3 want to encourage the Board to engage this
4 opportunity in this donation, and really work
5 towards making this one happen.

6 Living in Tahoe, home of the Olympics, an
7 ice rink just seems right. And when you have
8 somebody actually purchase and give it to you,
9 that's just amazing. I heard somebody say 9,000
10 visitors a year, that's incredible. I would say,
11 yes, it is dumb visitors, but largely I would
12 imagine it's driven by our local community. Also
13 heard it's identified in our master plan, that's
14 fantastic. I mean, we need more opportunities for
15 our youth. We don't have a boys' and girls' club
16 rec center for our high school kids, middle school
17 kids. What a great place for them to go rather than
18 sitting in Raley's or something like.

19 Rec programming doesn't often make money.
20 And full disclosure, I do work for Tahoe City PUD,
21 and I used to work for Incline Village, so I'm
22 familiar with the plans that were set forth before.

23 I am very familiar with the ice rink in
24 Tahoe City. It's incredibly popular with the
25 community. They have broom ball, youth hockey, it

1 is busy every night of the week. And that is for
2 locals.

3 I just want to say I really endorse this.
4 And I understand it's a pilot program, and that's
5 fair. I think it is worthwhile to figure out how
6 this would work.

7 Again, I think one thing I want to add
8 that they said that it lost a certain amount of
9 money, but I think you need to look and make sure
10 that the rec program was included in that. And it
11 is worth looking at what the financials would be on
12 this. And I have been helping provide some of that
13 information and will continue to.

14 I would say I do believe the Chateau is
15 the location, and I had worked on that. If the
16 Board would move forward with this, you need to
17 start that work for next year now because you would
18 need to do grading out in front of the driving
19 range. And since your budget doesn't start until
20 July 1, that would be hard to get contracts and
21 grading.

22 If you cancel it for this year, I would
23 say start it for next year right away. And I'm also
24 curious as to why this would be pulled and not have
25 a discussion with the Board.

1 Appreciate it, and I will just stay on and
2 listen.

3 MR. GOODMAN: My name is Jim Goodman. I
4 live up in the Bitterbrush II complex on the lower
5 road, which is right across from the heliport.

6 I bought up here, probably one of the
7 original owners, bought up here almost 25 five years
8 ago for the peace and tranquility, and that has
9 obviously been influenced by the noise from the
10 helicopters.

11 Of even more important priority is the
12 safety issue that if there was a fire, fuel truck,
13 et cetera, I know the NV Energy person mentioned
14 that safety is a primary goal of theirs, and even if
15 they were 99 percent safe and everything went
16 according to to plan, all it would take is
17 one percent of a rotor blade coming off, getting the
18 fuel truck, and we would have a horrendous fire,
19 similar to some of the ones we've had in the past
20 down at south shore.

21 So it's hard to believe that the Board did
22 not seek input from the residents. But I think that
23 has been stated. I would believe that that's
24 probably part of your job when you go into an
25 agreement like this.

1 And I'm sure there are other areas that
2 are safer. The parking lot up at Mt. Rose ski area
3 would be probably my first choice. No trees, no
4 cables, no power lines, no condos, et cetera. So,
5 anyway, I think the contract needs to be cancelled and
6 they need to find other spots for helicopters.

7 Okay. Thank you very much.

8 MR. WRIGHT: Frank Wright, Crystal Bay.

9 I'm going to touch on about three
10 different things here. I'll start with the Hyatt
11 sports shop. Mr. Abel identified an awful lot of
12 things that are wrong with that contract. The thing
13 I find to be really amazing about that contract is
14 we have Incline, IVGID employees working at the
15 sports shop, and we're selling Village Ski Loft
16 merchandise with Village Ski Loft tags on it,
17 running it through our point of sale, by our
18 employees, and then we are guaranteeing any losses
19 that happen with the theft. We pay for all the
20 losses to Village Ski Loft, and they make a nice
21 little profit. And, by the way, the numbers that
22 we're coming up with to the losses at the Hyatt
23 sports shop are somewhere in the neighborhood of
24 \$130,000 to \$175,000 a year that we lose, and the
25 Village Ski Loft, I think, makes that much. So what

1 are we doing being in business with a private
2 company, supplying employees for their products?
3 It's insane.

4 This village sports shop is not something
5 we should be doing. I don't think it's in the NRS
6 statutes or in 318.

7 Second thing, the helicopters could be
8 moved next week down to the Hyatt. Maybe down to
9 the Ski Beach. Maybe down to the Preston Field.
10 How about over to Crystal Bay? Let's just keep
11 moving them around and find a place for them where
12 they can interrupt the lives of the people that live
13 here. Every citizen in this town should be very
14 aware of what's going on and should be up in arms.

15 The Board has a chance now, because of the
16 violations of the contract, to end the contract.
17 Have NV Energy take their game someplace else, not
18 in our village. And we need to be more diligent and
19 not let these things happen again. And I believe
20 the Board is going to do the right thing tonight and
21 cancel the contract.

22 As far as ice rink, yeah, I'd like to have
23 it, but I'd like to have it under the conditions
24 that we understand everything about it, and we know
25 what the obligations are and we understand the

1 contract, we understand the losses. And how we're
2 going to manage it, who's going to manage it, and
3 the long-range affect of it and then we go forward.
4 Right now, we know nothing. You can't go forward
5 when you know nothing.

6 Our village is in severe decline. Things
7 are happening that are not very good. We are coming
8 now to the understanding that a lot of illegal
9 activities have been taking place under the old
10 leadership. And it's about time.

11 The forensic audit will uncover many, many
12 things that shouldn't be happening here. We've
13 already uncovered fraud. There are things that have
14 been found out in the last couple of months that are
15 just obnoxious and they should never have happened.
16 Contracts that are crazy, and money that has been
17 blown from incompetent employees. It's time now to
18 gather up all the pieces --

19 (Expiration of three minutes.)

20 MR. CALPRIN: My name is Frank Calprin.
21 I've been an Incline resident for over 12 years.

22 I'm here to specifically comment on item 2
23 under general business concerning the Diamond Peak
24 heliport contract with NV Energy. As the vice
25 president of the Bitterbrush II homeowners

1 association, I'm here to tell you that Bitterbrush
2 II is not interested in this board negotiating an
3 amendment to the contract with NV Energy.

4 I'm once again respectfully requesting
5 that this board immediately exercise their right
6 under Article 3.3.2 of this agreement with NV Energy
7 and to permanently terminate the agreement with the
8 required 90 days' notice.

9 We don't disagree this is important work.
10 We agree with NV Energy that there are places that
11 NV Energy cannot get to without helicopters. What
12 we disagree with is having those helicopters staged
13 at Diamond Peak. There's better non-residential
14 locations, such at the Mt. Rose parking lot or the
15 Truckee Airport, which is prepared to handle traffic
16 and their potential risks.

17 At this point, I'm not sure where the
18 Board stands on this issue. After listening to the
19 May 25th meeting and attending the November 25th
20 meeting, is it clear that both Trustee Schmitz and
21 Trustee Tulloch continue to voice concern for the
22 surrounding neighbors, however, there's been little
23 to no comment from Trustees Dent and Tonking. In
24 fact, at the last meeting when Trustee Tulloch
25 pushed to have this item on the agenda sooner than

1 later, Trustee Dent asked to continue the discussion
2 offline. Perhaps the public can be enlightened
3 about that discussion.

4 It seems at least half this board are more
5 concerned with NV Energy than the residents of this
6 community. NV Energy did little to nothing terms of
7 the required notifications to the residents, and
8 just gave lip service to the Board and the rest of
9 the community. There is no reason this board needs
10 to discuss this matter further with them. Why is
11 this board bending over backwards for NV Energy?

12 To recap, this board was sold a bill of
13 goods at the May 25th meeting with Mr. Underwood,
14 Mr. Bandelin, and NV Energy. It was a hasty
15 decision. A decision made with no consultation from
16 the surrounding residents. It was a decision made
17 without having any data. It was a decision made
18 without doing any risk assessment. It was a
19 decision made without developing an evacuation plan
20 in case of a likely air disaster. It was a decision
21 made in a vacuum, without consulting other agencies,
22 such as the North Lake Tahoe Fire Department. It is
23 a decision that the surrounding residents are not
24 happy with. It's a decision that none of the rest
25 of the residents in Incline Village, including this

1 board, would want in their own backyard.

2 The parking license agreement that this
3 board signed is a bad deal. IVGID and its residents
4 get all the noise and all the potential risks for
5 all but a \$1,000 a week.

6 (Expiration of three minutes.)

7 VICE CHAIR SCHMITZ: That concluded
8 initial public comments. Moving on to item D.

9 D. APPROVAL OF AGENDA

10 VICE CHAIR SCHMITZ: I just wanted to
11 inform the Board that Chair Dent is not feeling
12 great and would prefer if we defer item 5 on the
13 agenda until he's able to participate in that. He's
14 going to stay on for the beginning of the meeting,
15 but doesn't think he'll be on that long.

16 I've been instructed by staff and the
17 Chair that item general business G 8 is to be
18 removed from the agenda.

19 If there are any other suggestions on the
20 agenda, I'd like to open the floor.

21 TRUSTEE TULLOCH: I would like to request
22 that item F 2 on the consent calendar is moved to
23 general business. I think there's been a number of
24 statements expressed in public comments, and I think
25 there is some incorrect information there as well.

1 I think this should be discussed under general
2 business.

3 VICE CHAIR SCHMITZ: Anything else?

4 TRUSTEE TONKING: Yeah. I'd like to
5 remove item G 1, either until Chair Dent could come
6 or the end of meeting, just because -- to save time
7 because we have such a packed agenda.

8 VICE CHAIR SCHMITZ: Thank you.

9 How we were going to handle that was just
10 going to make a brief clarification for the trustees
11 and give some direction to the trustees. So if it's
12 all right with you, we'll leave it on, but it's just
13 going to be some brief instruction for all of us.

14 TRUSTEE TONKING: Perfect. I just didn't
15 want to spend an hour with a packed agenda. Thank
16 you.

17 TRUSTEE NOBLE: Do we know why item G 8's
18 been pulled?

19 VICE CHAIR SCHMITZ: It was requested from
20 staff. There's concerns because it is in the
21 general fund, and it is unbudgeted and we would need
22 to have some full financial information so that we
23 can have a public hearing on it to augment the
24 general fund.

25 So, because we didn't have complete

1 financial information, is my understanding of why
2 that needs to be deferred. And it's a great
3 opportunity that we can look forward to in the
4 future for sure.

5 TRUSTEE NOBLE: So I guess, then, I'll
6 make a request in the long range-calendar with
7 regards to that item.

8 VICE CHAIR SCHMITZ: Thank you.

9 TRUSTEE TULLOCH: Can I request some
10 clarification as well on G 8? It was stated in
11 multiple places in public comment that this had been
12 presented to the Board. As far as I'm aware, my
13 time on the Board, there's never been any
14 communications from the Board IICF.

15 VICE CHAIR SCHMITZ: Right now, we're
16 discussing the agenda. We'll discuss that at
17 long-range calendar.

18 Any other changes to the agenda?

19 Hearing none, we will make item F 2 our
20 general business 1 and shift things down, and defer
21 Item G 5. Next up is --

22 MR. RUDIN: And G 8?

23 VICE CHAIR SCHMITZ: Yes.

24 Next up is reports to the Board. We have
25 Director of Public Parks and Recreation, Sheila

1 Leijon, coming to give a verbal report on parks and
2 rec.

3 E. REPORTS TO THE BOARD

4 E 1.

5 MS. LEIJON: Thank you for giving me this
6 opportunity to report to you guys.

7 I would like to take one moment to
8 recognize one of our staff members at parks and
9 recreation. Steven Phillips is celebrating 33 years
10 with the District, and I would like to have him
11 recognized for his dedication to this community.

12 The purpose of this report is to provide
13 an update to the Board on any kind of maintenance
14 issues or questions that you might have about
15 maintenance at parks and recreation and also our
16 beach venue, and also to address a situation with
17 one of our maintenance situations. It's really not
18 a maintenance situation, it's our diving board
19 failed, and we have had it removed from the Rec
20 Center. That's one of the comments that I would
21 like to talk about and give you the opportunity to
22 ask questions.

23 Additionally, I'd like to update you all
24 on the dog park and where we are with that.

25 And also there were some comments by the

1 community, and I think there was some misinformation
2 about water safety access at our beaches for Incline
3 Elementary School children. I'd like to update you
4 on the plan we have moving forward to have that
5 program come back to the beaches, and, hopefully,
6 for many years to come.

7 And, finally, I was just requested to
8 provide information and updates on our kayak and
9 paddle board situation in relationship to TRPA
10 permitting and the requirements TRPA currently has
11 for us to move our kayak and paddle boards storages
12 out of our stream environmental zone.

13 So, just starting, I think, with a general
14 comment about our maintenance at the Rec Center.
15 Just to regroup here. We had today, ironically, our
16 annual meeting with our public works interim
17 director, our project manager, aquatic supervisor,
18 the Rec Center manager, building superintendent, and
19 our new -- very newly hired buildings to
20 maintenance. He's dedicated mainly to parks and
21 recreation venues, but is also under the supervision
22 of our superintendent of buildings, and he will be
23 working at various venues throughout the District.

24 We walked through the Rec Center and had a
25 very thorough examination of all of our equipment,

1 just the doors, the windows, everything that you can
2 imagine that happens in a 364-day-a-year venue, and
3 what kind of maintenance needs we have there.

4 We have a very comprehensive list in
5 addition to our CIP budget process, we hold a list
6 of projects for our venues. It includes the date
7 that whatever piece of equipment was replaced and
8 also the life expectancy of that equipment. It also
9 can provide a high-level cost, but given the fact
10 that sometimes it covers about a ten-year span, we
11 have to take inflation into consideration, so the
12 price is just a placeholder for us to know that we
13 have to be aware of that in the budget process.

14 I can share a list like that with the
15 Board, if you so desire. But I just wanted to let
16 you know that we have that in place, and anytime you
17 want to know where we are on maintenance on any of
18 the equipment at the Rec Center, or any of our
19 facilities, you can reach out to me.

20 That kind of gives you an idea of how we
21 manage our strategy and how we manage annually for
22 replacement equipment, you know, replacing equipment
23 that has reached its useful lifetime.

24 I also wanted to mention that there are
25 some projects that are currently slated, and you

1 should would know that they are intended to be
2 completed in '23, '24, or '25. One biggest ones is
3 our HVAC system, which has met its useful life, and
4 will be replaced in '24, hopefully. It will be
5 completed in '24. What is happening with that is
6 that public works is now preparing an RFQ to hire an
7 engineering team and develop plans, cost estimates,
8 and a phasing plan because it's a major, major
9 replacement.

10 The RFQ process is expected to go to the
11 Capital Investment Committee this month. So we're
12 hoping that we'll be able to relace that HVAC system
13 in '24. Major capital expense.

14 Exterior patching and painting for the
15 building. This is something that's ongoing because
16 the way the Rec Center was constructed about 30
17 years ago, they had -- for lack of a better
18 explanation, they had a siding that was similar to
19 styrofoam underneath the stucco. Birds actually
20 burrow in the stucco and into that styrofoam-type
21 exterior and cause damage to the building, so it's
22 an ongoing process to mitigate bird nesting, bird
23 burrowing, and replacing the exterior of the
24 building on a timely basis.

25 We attempted to do that last year. It was

1 put on hold because of an anticipation of expansion,
2 and then we removed it from on hold and put it
3 forefront. It needs to taken care of in '24. We're
4 anticipating in fall of '24 to have that building
5 completely re-stuccoed where the patches need to be,
6 and also repainted, the entire building.

7 In addition to that, we have replacing
8 interior and exterior door mechanisms. It's a
9 30-year-old building and things fail. We're finding
10 that a lot of our door hardware and mechanisms are
11 failing, and it sounds like, oh, it's just a few
12 doorknobs. It's thousands of dollars. It's a major
13 project, and we're in the process of putting
14 together a plan and getting that to the Board for
15 approval. It'll be a CIP project for sure.

16 Also replacing windows that have broken
17 seals. Again, 30-year-old building, you anticipate
18 this type of thing to happen with our double-pane
19 windows around here, and also with a lot of the
20 moisture that we have at the Rec Center with the
21 pool.

22 So basically that's kind of the big
23 overview. I just wanted to know if you have any
24 concerns or questions with items at the Rec Center
25 in particular, besides the diving board because I'll

1 go into some detail about that, but do you have
2 questions about maintenance at the Rec Center?

3 TRUSTEE TULLOCH: I'm am bit concerned
4 about hearing a list of different projects, and
5 these are all going to come to the Board separately.
6 It's sounds like what we need in a 30-year-old
7 building is a comprehensive review and a
8 comprehensive assessment, not bringing all these as
9 penny number projects so we're asked for half a
10 million then quite another million here or there.

11 We need to understand what this bill is
12 coming for that, what has to be done, and what's the
13 best approach to it. Because once you start
14 replacing all these things as individual projects,
15 suddenly you find you're throwing good money after
16 bad.

17 Can I suggest that you bring back to the
18 Board at the earliest opportunity, since a lot of
19 these are supposed to be slated to go into the '24
20 budget, going to be CIP requests, can I suggest that
21 as a matter of urgency, you bring back an integrated
22 plan, a full list of the proposals that's required?
23 Otherwise, we cannot -- I can't speak for my fellow
24 board members, but I can't make decisions on these
25 on an individual basis when I'm expecting another

1 huge, multi-million-dollar bill to come in a couple
2 of weeks later.

3 MS. LEIJON: No. Actually -- I apologize.
4 I probably was not clear.

5 The HVAC system is already in the CIP, and
6 also the exterior patching and painting is also
7 budgeted, already budgeted. We were not able to do
8 it this year, so we rolled into next year. That is
9 already budgeted.

10 The mechanisms on the door, that is a new
11 project. And, yes, sir, that would be coming to the
12 Board. And replacement of windows is simply R and
13 M, repair and maintenance, on the building. And,
14 yes, that would come to the Board too if the dollar
15 amount exceeds our threshold.

16 Anything on this list is actually either
17 in CIP or planned for out five years, ten years,
18 depending on the useful life of whatever the item
19 is, and I would be happy to provide that to you.

20 TRUSTEE TULLOCH: Perhaps for
21 clarification, I understand what's already in the
22 budget year, it's not going to be spent this year.
23 So all this is going to come back in the next
24 financial years.

25 As the Board has noted before, just

1 because things happen to be put in the out years in
2 the capital plan, most cases, they've never been
3 addressed by the Board.

4 What I'm asking for is a comprehensive
5 plan to come back to the Board. And, you know, I
6 would certainly suggest, and it'll come to the
7 Capital Investment Committee, but I think the
8 projects come here approved as well should also be
9 rolled into that so you understand what the total
10 financial commitment is in it. We don't want to be
11 spending \$50 million in a building that's maybe
12 worth \$20 million when it's completed. I think we
13 need to be able to take a comprehensive view of what
14 the outlay is going and what is the best approach.
15 Because this is a comprehensive list, and it sounds
16 like it's going to keep coming back year by year.

17 MS. LEIJON: I think that is a great idea,
18 and I'd love to ask you if you would be a part of
19 that process with me. I would appreciate it,
20 because I understand you have quite an extensive
21 background in planing projects like that.

22 TRUSTEE TULLOCH: Yeah. I think we
23 need -- let's get a comprehensive list, and I'm
24 happy to sit down with you and Public Works Director
25 Nelson, public works.

1 But let's look at the whole project.
2 Let's understand how we put the whole plan together
3 and what the best approach is.

4 MS. LEIJON: I love that idea, because one
5 of my comments today is that we have a lot of rat
6 holes and not much cheese, so we have to be really
7 cautious and comprehensive in our planning. And I
8 would love to have your assistance on that. Thank
9 you.

10 Any other questions about the Rec Center
11 itself?

12 VICE CHAIR SCHMITZ: I would just like to
13 comment and say, just for clarification purposes,
14 the Board really wants and expects that our venues
15 are maintained. And we want to be proactive and
16 have things taken care of in a sense where we're not
17 failing and waiting for another year. That goes to
18 the diving board.

19 MS. LEIJON: To the diving board.

20 TRUSTEE TULLOCH: Just before we go to the
21 diving board, that's a very good point.

22 Also, one of the reasons I want to see a
23 comprehensive plan put together is because we need
24 to prioritize what our capital project -- what our
25 capital investments are. And if this a priority, it

1 may mean re-phasing other capital investment
2 projects because it may make more sense to do a lot
3 of this at one time. That's an important reason.
4 That's one of the desires of the Capital Investment
5 Committee as well.

6 MS. LEIJON: I think that this is a
7 perfect segue into the diving board, the failed
8 diving board. The diving board failed in 2022. I
9 believe it was one of the first things that I
10 realized -- in my new role, realized had been in a
11 situation that was not quite what it should be.

12 So we took it out of service. I did
13 report it to the Board in February of 2023, as soon
14 as we took it out of service. It took awhile to get
15 some details on the board. We were not certain if
16 it could be repaired or if it would have to be
17 replaced. We had number of people come and examine
18 the board, including a duraflex expert who came from
19 Tennessee. There's one in the country. And it
20 turned out that it was going to be a bigger project
21 that we had originally thought, thinking that you
22 could just replace the diving board stand, that
23 would be maybe \$20,000, because diving board itself
24 was in good condition.

25 It turns out that, based on

1 recommendations, we would have to cut the concrete
2 and set anchor points for the new diving board
3 stand. And in making that plan, rather than doing
4 it partially, we thought it would make more sense to
5 hold off until we were doing the resurfacing of the
6 deck, because that would have to take place as well,
7 to maintain the building and give it the proper
8 aesthetic look and appearance, and also have the
9 diving board anchored safely.

10 With estimates that we were able to pull
11 forward, it was around \$60,000, and something that
12 was not in the budget.

13 We were not really comfortable with moving
14 forward with piecing it together. We wanted to
15 actually make it a full project where it was
16 completed, with a completed deck, and we had some
17 life expectancy out of both, the deck and the board.
18 That was one of the reasons that it was delayed, not
19 deferred, and planned to be put in the budget
20 because we did not have the funding in the budget.

21 And that brings up another point. In our
22 new planing system with our new building
23 superintendent working in a group as we do now, we
24 will be able to understand a little bit more
25 thoroughly each piece of equipment that we have,

1 whether it's pool room, pump room, that type of
2 thing, how long the life expectancy of each piece of
3 equipment is, and then bring forward a much more
4 comprehensive plan.

5 VICE CHAIR SCHMITZ: Any questions
6 relative to this issue?

7 TRUSTEE NOBLE: So by cutting into the
8 deck, that compromises the integrity of the deck
9 around that area. And when was the deck redone?

10 MS. LEIJON: The last time we had it
11 resealed was 2020. We took advantage of the Rec
12 Center being closed and closed the pool and resealed
13 it at that time.

14 Life expectancy for the resealing on the
15 deck is about five years. I'm seeing some pretty
16 serious wear and tear currently, so we've been in
17 contact with the guy that does our sealing. There
18 are couple of things that came up in the discussion
19 today as well.

20 It is 30 years old, and as we know just
21 like at our tennis center, there is some
22 deterioration of the subgrade. We're concerned
23 that, possibly, there might be some deterioration of
24 the concrete itself. So we would be using Black
25 Eagle to come in and do consultation, take a sample

1 and ensure us that when we do seal, we're sealing
2 something that's solid and we're not throwing good
3 money after bad.

4 So it's a bigger project, I believe, than
5 just replacing the diving board. We want the diving
6 board back as well. It's something that the school
7 kids love, adults love, it's a great opportunity for
8 us to have a dive program at the Rec Center. We've
9 had some diving classes, but I understand there's
10 some interest at the high school to create a dive
11 team, which we would love to be that person.

12 Looking at having the diving board or not
13 having the diving board has no effect on insurance
14 costs. There is some liability with it, but there's
15 liability with just about every recreation that we
16 have here in the District. When we look at it that
17 way, it's not huge a liability for us. We have the
18 depth of the pool, the pool was built to accommodate
19 a spring board diving board like that, so we would
20 love to have it come back.

21 TRUSTEE TULLOCH: One other follow-up.
22 When you say you were doing an inventory to lives --
23 equipment life and things, can we ensure that that
24 is based on realistic assessment of the condition of
25 the equipment? Because having spoken with some

1 other groups in terms of some proposed replacements,
2 I've been told, well, do it because this is where it
3 should -- fits in the capital program.

4 I think we should be looking at the actual
5 life expectancy, the realistic life of it, not just
6 because it was replaced every three years before.
7 Just to keep a smooth capital program, let's make
8 sure we're spending money at the right time and not
9 too soon.

10 MS. LEIJON: That's an excellent point as
11 well.

12 For example, a diving board, the life
13 expectancy of a diving board is seven to ten years.
14 But they're saying that that is for a diving board
15 that might be outside. They're taking that into
16 consideration, and also one that's used quite
17 frequently. Ours is not used that frequently. It
18 is used and enjoyed and it's a nice amenity to have
19 at our pool and it's what we offer our community and
20 it should be replaced.

21 But I believe we could extend the life of
22 our diving board if it is properly inspected and
23 maintained, and it might pass that ten-year mark.
24 We don't want to kick the can down the road, but we
25 do want to spend money appropriately.

1 VICE CHAIR SCHMITZ: Go ahead. I just
2 want to be sensitive of time.

3 MS. LEIJON: I'll go quickly.

4 Tennis courts, Black Eagle did a
5 consultation on our tennis courts. As you know, the
6 tennis courts are about ten years past their useful
7 life. It looks like it's going to be a project
8 that's going to be a large CIP. There is a
9 placeholder in budget, but Director Magee and I have
10 been talking quite a bit about where is this money
11 coming from? It is just a placeholder or, actually,
12 where are we going to get the money? That is
13 something that's on our radar.

14 Unfortunately, we are too late to bring it
15 forward into the next year, so we would be looking
16 at '25. And with that situation, we would need to
17 do some sort of mitigation because the courts have
18 some safety issues.

19 So our interim Director of Public Works
20 suggested that we would use a high density --
21 two-part, high density polyurethane foam system that
22 fills voids and stabilizes slabs. That would buy us
23 a year, and we would get quite a return on our
24 investment. I can't give you a dollar amount yet,
25 but just know that we're looking at that option

1 since we know we can't really replace the tennis
2 courts now.

3 Pickleball, we're working quite closely on
4 that.

5 VICE CHAIR SCHMITZ: I just want to pause
6 for a second. Any questions on that?

7 I just wanted to make a comment again.
8 Community services fund has excessive fund balance
9 and it is important, I think to all of us, that we
10 are maintaining and keeping safe venues and we are
11 maintaining them, so let's understand that that's
12 the objective is to maintain and make sure that we
13 have a safe environment at all of our venues.

14 MS. LEIJON: Absolutely. That is the
15 reason why making sure that we do this mitigation,
16 stabilization of the courts, is imperative until we
17 can get them replaced.

18 Just permit-wise and everything else that
19 is involved in construction, it couldn't happen
20 until '25.

21 VICE CHAIR SCHMITZ: I understand.

22 In essence of time, if you could go back
23 and briefly touch on the items that is you
24 mentioned: dog park, water safety, and the kayak
25 TRPA.

1 MS. LEIJON: Absolutely.

2 Dog park, just real quickly, we met on the
3 7th. We're meeting again on the 12th. Our
4 objective in this month is to put together a draft
5 survey to bring to the Board to -- for the community
6 on the dog park.

7 So the committee brought their questions
8 together on the 7th. I'm compiling them get them
9 and get them to our marketing team and will bring a
10 solid survey back to the board.

11 TRUSTEE TONKING: I just wanted to thank
12 Director Leijon for all on her work on these capital
13 issues. I had the opportunity to speak with the
14 team this morning, and then I've been meeting with
15 them about the tennis courts.

16 I would like to thank you for being on top
17 of that. It's a big deal for us and our community
18 to have safety.

19 VICE CHAIR SCHMITZ: And I just wanted to
20 clarify, and my fellow trustees can chime in, I did
21 review the meeting minutes, and the Board did not
22 require you come back to the Board with your survey.

23 If the Board wants to have the survey come
24 back, we can definitely do that. I did review it,
25 and it was direction given to go ahead and get that

1 accomplished, back in May. But if the Board wants
2 it to come back, we will add it to our long-range
3 calendar.

4 Could you chime in, at least, here?

5 TRUSTEE TULLOCH: I would like to see it
6 come back because, obviously, there's been two
7 distinct directions in the community, in the dog
8 park community. Unfortunately, I'm not longer able
9 to use it since my dog passed away last week. I
10 think it should come back.

11 We've talked before about surveys being
12 out that are inaccurate or skewed and things. I
13 think it's important that this comes back.

14 TRUSTEE NOBLE: I'd like to see the draft
15 survey, just so that if we see any red flags, we can
16 catch them before they go out, and we're not arguing
17 or talking about it afterward.

18 Although I would hope and expect that the
19 survey -- the draft survey would be in good shape
20 already.

21 VICE CHAIR SCHMITZ: It will come back,
22 then, and we'll get it on the calendar based on your
23 timing, either December or January.

24 MS. LEIJON: We're looking at probably
25 January, realistically, with the holidays and

1 everything. But I would prefer that as well. That
2 covers, dog park.

3 Now, the access for the kids for the water
4 safety program. First of all, we have worked to put
5 together a policy or a procedure for access to
6 school-aged children for educational and
7 environmental water safety-type programs.

8 I met with Incline Elementary School
9 Principal, John Stern, and Tia Rancourt about a
10 month ago, and I answered their questions and
11 concerns, that they felt that all the children,
12 whether they had passes or not passes, should be
13 welcomed to the beach. And I know we all feel the
14 same way, as long as it's within Ordinance 7.

15 I was able to come up with a plan that is
16 in compliance with both Ordinance 7 and FERPA, which
17 is the Family Education -- sorry. Anyway, with
18 FERPA and Ordinance 7, we have a plan in place. We
19 will work with John Stern directly to
20 cross-reference the students. They will know who
21 has passes, how many kids need to pay, and no child
22 will feel like they're a have or have not. It'll be
23 equal, welcoming to all the children that are coming
24 to the programs. That's it in a nutshell.

25 VICE CHAIR SCHMITZ: It's very important

1 to have that program and have the families feeling
2 that children are safe at our beaches, so thank you
3 for that.

4 MS. LEIJON: I think that's it. We have
5 some other items that we will be talking about at
6 another time. Oh, the kayaks and paddle boards.

7 So this is one, as you know, we've been
8 requested by TRPA to move a number of the kayaks and
9 paddle boards out of the stream zone. We currently
10 have taken care of that on Hermit Beach, all but one
11 kayak rack. There are some sailing racks on Hermit
12 Beach that no one understands where they came from,
13 with a number of boats that do not belong to the
14 District but have not been touched. Once I can
15 navigate that, I'll move that rack over.

16 We're kind of doing it in phases. We're
17 currently in the process of moving the eight paddle
18 board racks to the grassy area behind the lifeguard
19 station at Ski Beach. It will not be fenced unless
20 required by TRPA, because you cannot see it in the
21 location that we're placing it. What that does is
22 it opens up space for us to actually move the kayak
23 racks out of the stream zone and up into the area
24 where the paddle boards currently are. That'll take
25 place in spring.

1 We're messaging the community -- the kayak
2 and paddle board community, letting them know when
3 we're going to be moving their racks. Currently, we
4 will leave -- we're impacting about 67 kayak -- or
5 paddle board owners, but we plan on having paddle
6 boards moved before the snow flies, which we better
7 get going pretty quick because I think we're getting
8 snow.

9 And I think that's about it. Any
10 questions there?

11 TRUSTEE TULLOCH: Yeah, very quick one
12 with regard to paddle board and kayak racks.

13 I keep getting reports from residents that
14 there's lots of these being used by non-residents
15 and things. Are we doing an annual check to make
16 sure the holders of these are actually residents?

17 MS. LEIJON: They have to be residents.

18 TRUSTEE TULLOCH: Yeah, I understand they
19 have to be, but I keep getting these reports from
20 non-residents having them.

21 MS. LEIJON: Based on our process, to my
22 knowledge, there are no non-residents storing their
23 kayaks. They have a recreation pass in order to
24 even be able to rent a spot.

25 But I will make sure that staff is aware

1 of that and that comment is out there.

2 TRUSTEE TULLOCH: Yeah. That was my
3 understanding. The reports, and I can't verify them
4 or otherwise, but the reports are that people are
5 grandfathered in, that left here several years ago
6 and things but still have kayak racks.

7 Just if we can confirm that, that would be
8 excellent.

9 MS. LEIJON: Yes.

10 VICE CHAIR SCHMITZ: Any comments,
11 questions?

12 I have a grave concern about the location
13 of these paddle boards being moved to that location.
14 What it means is that we will have people carrying
15 their paddle boards through the boat launch area to
16 go over to the side of Ski Beach. To me, that's a
17 real risk and it's a real safety concern, and I
18 think that that should be evaluated and considered.

19 MS. LEIJON: It is being evaluated and
20 considered. There is a designated walking path.
21 There is not supposed to be any foot traffic on our
22 boat ramp. We have signage posted. We do our best
23 to manage people, but sometimes they don't pay
24 attention to that. Our goal will be to be very
25 strict with the path for the individuals, cross in

1 the crosswalk, the crosswalk that's right at the
2 restroom, and it goes over to the Mobi-mat.

3 The reason we're moving them there is that
4 people don't want them moved off the beach, and we
5 just don't have the room to comply with the
6 requirements of getting out of the stream
7 environment zone without eliminating some of the
8 racks. And the biggest question is how do we add
9 more? Because we have quite a waitlist.

10 VICE CHAIR SCHMITZ: The last thing I
11 would just like to ask you is when are you planning
12 to come back to the Board with your revisions to
13 Ordinance 7?

14 MS. LEIJON: Ordinance 7, that was one of
15 my notes in here as well.

16 There are two things I wanted to bring
17 back. I want bring back the beach wrap-up. We
18 closed the beaches on October 15th, and I would like
19 to bring a beach wrap-up on December 13th, as long
20 as it fits into the long-range calendar. And also
21 provide recommended changes to Ordinance 7 in
22 January of '24 at one of the board meetings where it
23 fits in best.

24 VICE CHAIR SCHMITZ: Any other questions
25 or comments?

1 MS. LEIJON: I have some reports. If you
2 would like me to send them to you electronically,
3 I'll be happy to do that. One on the HVAC, I think
4 you might find that interesting, and also the Black
5 Eagle report.

6 VICE CHAIR SCHMITZ: Moving on to the
7 interim General Manager's monthly status report,
8 pages 6 through 46.

9 E 2.

10 MR. BANDELIN: We provided our report
11 beginning on page 6 of the board packet this
12 evening.

13 What you will see in this report this
14 evening is my attempt, although not very good, but
15 I'm going to task myself with a monthly contract
16 review update. What you'll see in there is I will
17 be tasking myself to be able to identify memorandums
18 of understand of contracts outside, others might
19 have with the District, and just be able to provide
20 updates and/or reports within these MOUs due to the
21 District. Just wanted to kind of clarify that.

22 We've also included venue status reports
23 for September and October within this report. We
24 missed the September one due to the town hall
25 meeting. I did not include in the venue status

1 report or department reports within that meeting, so
2 we have two months included.

3 We've also included the External Entity
4 Involvement Policy 22.1.0, within this report. We
5 are up to date providing the Board of Trustees and
6 the community the public records log through July
7 1 -- from July 1 through October 31. That would
8 catch us up to date.

9 And I might just make a quick comment, if
10 okay, on the previous report. I think I'd like to
11 just state that something for consideration of --
12 with Trustee Tulloch and the Capital Investment
13 Committee that we could agendize some of those
14 reports like we just heard from the director on,
15 like, capital or maintenance or something to be more
16 of a report that goes to that board appointment.
17 Then that report can come back and maybe some kind
18 of different language or report. Once we get this
19 Capital Investment Committee kind of rolling, that
20 might be an opportunity for discussion on -- I just
21 thinks it's a little bit more different setting and
22 there's more time for discussion. I would propose
23 that.

24 I'm happy to answer any questions related
25 to the report this evening.

1 VICE CHAIR SCHMITZ: Questions?

2 TRUSTEE TULLOCH: The report, I like the
3 report, the fact that it's all coming back to us.
4 Thank you for that and appreciate your efforts to
5 date.

6 Of course I'll put you on the spot in the
7 question everyone's asking: When do you think
8 Diamond Peak is going to open?

9 MR. BANDELIN: Cold weather depending.

10 VICE CHAIR SCHMITZ: I have just a couple
11 questions -- more comments than anything.

12 First of all, I like what you're doing
13 here in how these are being reported. I think last
14 time I had requested that we also get a report from
15 marketing and from food and beverage and facilities
16 and events and even IT, because they all have things
17 to report as well.

18 My only question on the report is in the
19 public records log, what does it signify when things
20 are blank? On page 6, we've got something from 8/4,
21 and it's just blank. There's few of them like that.
22 What does that mean when they're just blank?

23 MR. BANDELIN: Honestly, I don't know the
24 answer to that question.

25 VICE CHAIR SCHMITZ: That's fair. But I

1 just don't know. Is it something we can't fulfill?
2 What is the issue with it? Thank you.

3 Moving on to item G 1, which is formerly F
4 2, which is to review, discuss, and possibly
5 authorize the General Manager to extend the lease
6 with the agreement with the Hyatt Corporation.

7 Oh, I'm sorry. I moved past consent
8 calendar, approval of the meeting minutes. My
9 mistake.

10 F. CONSENT CALENDAR

11 F 1.

12 TRUSTEE TONKING: I move that the Board
13 approve the consent calendar.

14 TRUSTEE TULLOCH: I'll second that.

15 VICE CHAIR SCHMITZ: All in favor?

16 TRUSTEE TONKING: Aye.

17 TRUSTEE TULLOCH: Aye.

18 TRUSTEE NOBLE: Aye.

19 CHAIR DENT: Aye.

20 VICE CHAIR SCHMITZ: Aye.

21 That passes, F 1, approval of the
22 meeting minutes. Now moving on to G 1, which is
23 formerly F 2, and I will hand that over to
24 Mr. Bandelin.

25

1 G. GENERAL BUSINESS

2 G 1.

3 MR. BANDELIN: Okay. Thank you.

4 The report that we will be reviewing and
5 discussing tonight, item F 2, begins on page 134 of
6 your packet. The report does not reference really
7 anything in the strategic plan initiatives. It just
8 does reference a long-range principle.

9 The recommendation you have before you is
10 that the Board of Trustees makes a motion to
11 authorize District's interim General Manager to
12 extend the lease agreement between Hyatt Corporation
13 and the Incline Village General Improvement District
14 as for the sixth amendment document for a term
15 extending through May 31, 2024, at a lease payment
16 structure of ten percent of gross sales each
17 calendar month throughout the term of lease.

18 This staff report provides a little bit of
19 a background. As you heard in public comments, the
20 agreement was first developed in 2010, and included
21 three year lease agreements that were approved by a
22 Board of Trustees.

23 I do concur completely that moving forward
24 this lease, if that's the case, that I would like to
25 work with general counsel to be able to draft a new

1 lease so it's pertinent to the operations that are
2 consistent with how they're going now.

3 There's some discussion items within the
4 staff report that include main bullet points that I
5 inserted that the District's ski venue will operate
6 the space at the Hyatt from November through the end
7 of April. Number two, the District shall provide a
8 monthly payment at the Hyatt rent space equal to 10
9 percent of gross sales. And also part of the
10 agreement, I wanted to note, the District shall
11 provide four full, non-transferable -- or
12 transferable Diamond Peak season passes to the
13 Hyatt.

14 I have included within the staff reports
15 an Attachment A on page 137 that provides the
16 fiscal year 2023 budget, the fiscal year 2023
17 actuals for revenues and expenses, and the variance.
18 And then also included the 2024 fiscal year budget,
19 including sales and fees, wages, total personnel
20 costs, and other operating expenses.

21 Be happy to answer any questions.

22 VICE CHAIR SCHMITZ: Any questions?

23 TRUSTEE TULLOCH: Just we heard a lot of
24 comments in public comment that we were doing --
25 being a retailer for Village Ski Loft.

1 My understanding, we've stopped doing
2 retail sales at this location?

3 MR. BANDELIN: That's correct. In the
4 staff report that I brought in front of the Board in
5 September 2022, we referenced the fact that we were
6 no longer doing retail or soft good sales, including
7 the Village Ski Loft.

8 As mentioned in the staff report, the sale
9 of services include lift tickets, equipment rentals,
10 skis and snow boards, and lessons.

11 TRUSTEE TULLOCH: Thank you.

12 In terms of do you drive sufficient value
13 from that, are you confident that you're getting
14 sufficient additional skier visits as a result of
15 this? I think, to me, that's the bottom line. Is
16 it driving ticket sales and things?

17 MR. BANDELIN: Yes. And I would refer to
18 the financial statement attachment to verify that.

19 TRUSTEE TULLOCH: Thank you.

20 Just one final question. Looking at the
21 '24 budget, I noticed in '23 the personnel costs
22 went down significantly. I assume that was because
23 of this discontinuation of the retail efforts. It's
24 back up again for '24. Is that a realistic
25 number or are you expecting to beat that again?

1 MR. BANDELIN: I would tell you that the
2 way that the District were -- that staff likes to
3 prepare budgets and provide preliminary and/or
4 tentative is done in January for the following
5 fiscal year. So when we were building the '24
6 budget, it would have been in January of last year,
7 maybe making our first presentations to the Board.

8 Then you just really never know what the
9 end result for the 135-day season for the Hyatt
10 sport shop is going to be. But you would also see
11 that in other departments within the operation.

12 TRUSTEE TULLOCH: Good answer. And, yeah,
13 some discussions with Finance Direct Magee, we have
14 pointed to we did it in the last budget session of
15 actually having up-to-date projections in the
16 budget, which will certainly help that going
17 forward. Thank you for that.

18 VICE CHAIR SCHMITZ: Any other questions?

19 TRUSTEE NOBLE: Mr. Bandelin, by having a
20 physical presence at the Hyatt, does that help, not
21 only direct skiers to Diamond Peak, but also having
22 the rental shop there, does that take pressure off
23 the rental shop on site at the base area of Diamond
24 Peak, especially during heaviest weekends?

25 MR. BANDELIN: Yes. To answer that

1 question, I would say it's -- having the Hyatt
2 sports shop is almost like having another kiosk,
3 like a separate, off-site rental shop, or wherever
4 it's located, including another kiosk to be able to
5 purchase services. You're actually taking the
6 guests out of the queues on those busy days that you
7 would have at the ski resort.

8 Also would like to mention, as it doesn't
9 seem like I'm very approachable when I'm in these
10 meetings speaking to this particular item because I
11 would think that anybody could call me at any
12 particular time or reach out to me during the
13 operation. I can tell what I know, and it just
14 might be easier -- I'm always -- I'll say I am happy
15 like to speak to any of these items while in
16 operation or in the future.

17 VICE CHAIR SCHMITZ: Any other questions,
18 make a motion?

19 TRUSTEE TULLOCH: Just before that.

20 Yeah and absolutely. We did discuss this
21 earlier in the week. I think sometimes, though, we
22 do have to re-ask the same questions to respond to
23 public comment and dispel some false rumors.

24 TRUSTEE TONKING: I move that the Board of
25 Trustees authorize the District interim General

1 Manager to extend the lease agreement between Hyatt
2 Corporation and the Incline Village General
3 Improvement District, with edits from legal counsel,
4 for a term extending through May 31, 2004, at a
5 lease payment structure of ten percent of gross
6 sales each calendar month throughout the term of the
7 lease.

8 VICE CHAIR SCHMITZ: Second?

9 TRUSTEE TULLOCH: Can I modify that
10 slightly with an expected discontinuation of this
11 lease at the end of '24?

12 VICE CHAIR SCHMITZ: Are you all right
13 with that addition, Trustee Tonking?

14 TRUSTEE TONKING: That's fine.

15 VICE CHAIR SCHMITZ: Motion's been made
16 and amended. Do I hear a second for the amended
17 motion?

18 TRUSTEE TULLOCH: I'll second.

19 VICE CHAIR SCHMITZ: All those in favor?

20 TRUSTEE TONKING: Aye.

21 TRUSTEE TULLOCH: Aye.

22 TRUSTEE NOBLE: Aye.

23 VICE CHAIR SCHMITZ: Aye.

24 Trustee Dent?

25 That passes, 4/0.

1 We'll take a quick five-minute break. We
2 will come back and continue with general business
3 item formerly G 1, now G 2, for a quick discussion
4 and then we will move on to the NV Energy.

5 CHAIR DENT: Sara, can you hear me?

6 VICE CHAIR SCHMITZ: Yes, we can hear you
7 now.

8 CHAIR DENT: I just had it on mute. I did
9 vote in favor of that.

10 VICE CHAIR SCHMITZ: Thank you.

11 We're going to take a six-minute break.

12 Back here at five minutes to 8:00. Thank you.

13 (Chair Dent voted "aye" on previous
14 motion.)

15 (Recess from 7:48 P.M. to 7:55 P.M.)

16 G 2.

17 VICE CHAIR SCHMITZ: Let's go ahead and
18 get started. There's Trustee Tonking. Chair Dent,
19 are you on?

20 CHAIR DENT: I'm on.

21 VICE CHAIR SCHMITZ: Would you like to
22 cover this general business item, that is the plan
23 for what you were wanting to do with the questions
24 from the town hall?

25 CHAIR DENT: Sure. The remaining

1 questions from the town hall, let's -- if they're
2 individual questions to you as a trustee, let's have
3 your written responses ready so they can go into the
4 next board packet, which would need to be to our
5 district clerk a week prior to the meeting.

6 And then what we'll do is address the
7 remaining questions as they -- we'll address the
8 remaining questions as we did at the previous
9 meeting, just to make sure everything has been
10 covered. The idea is the December meeting, we'll
11 have fully closed any of those questions and put it
12 behind us.

13 VICE CHAIR SCHMITZ: Any questions for
14 Chair Dent?

15 I have one request. For the questions
16 that are rather generic, some of them are repetitive
17 of what happened in the town hall, would it be
18 acceptable for the Board, for you, to draft those
19 responses for our feedback, as opposed to spending a
20 lot of time discussing within the meeting? Would
21 that be acceptable to the Board?

22 I see heads nodding. Is that acceptable
23 with you, Chair Dent?

24 CHAIR DENT: Yeah, that's -- I mean if
25 something's already been addressed or was addressed

1 at the town hall, I don't think we need to address
2 it again.

3 VICE CHAIR SCHMITZ: Okay. There were
4 some that were, but there were some that weren't.

5 But I was just suggesting that as an
6 effort to try to save time at that meeting.

7 CHAIR DENT: No. Yeah. I got that, but
8 at the same time, I won't want to be drafting
9 something for everyone to approve. I think some of
10 these, if it's as simple as a trustee has something
11 to say, they can say it. I don't want to waste time
12 drafting FAQ responses and then us not be able to
13 agree on the response.

14 VICE CHAIR SCHMITZ: All right. Thank
15 you.

16 That closes out item, formerly G 1, G 2.
17 Now moving on to new item G 3.

18 G 3.

19 VICE CHAIR SCHMITZ: Review, discuss, and
20 possibly direct interim General Manager and District
21 counsel to negotiate an amendment to the site
22 license agreement with NV Energy.

23 And Trustee Noble needs to read a
24 statement.

25 TRUSTEE NOBLE: I will be recusing myself

1 from discussion and any vote on this item based on
2 my previous work reviewing the Natural Disaster
3 Protection Plan, filed by NV Energy before the
4 Public Utilities Commission, and also my current
5 consulting work with NV Energy.

6 Thank you.

7 VICE CHAIR SCHMITZ: Thank you, Trustee
8 Noble.

9 MR. BANDELIN: The staff report in
10 relation to the subject just mentioned begins on
11 page 192 of the packet. The staff report also
12 includes the agreement that was approved by staff --
13 or brought to the Board from staff in May.

14 The recommendation as stated is that the
15 Board of Trustees makes a motion to direct the
16 interim General Manager and District counsel to
17 negotiate an amendment of the site license agreement
18 with NV Energy to provide an alternative location
19 for helicopter operations not being at Diamond Peak
20 Ski Resort. Staff has included a little background
21 within the staff report.

22 And I think I'll just mention that I have
23 been in communication with the Bitterbrush folks
24 through a couple of correspondence, and then
25 recently with a gentleman that's in the room, him

1 and I have constant communication. He's on the
2 board of the HOA of the Bitterbrush. We've
3 developed a relationship just so as a district staff
4 member, have a contact within the neighborhood.
5 Staff -- as a ski operator, staff has always worked
6 really hard to have an operation within a
7 neighborhood.

8 And I think would just seek that the Board
9 of Trustees receive this formal direction to engage
10 and negotiate with NV Energy on this site license
11 agreement between the District and NV Energy.

12 Thank you.

13 VICE CHAIR SCHMITZ: Any questions?

14 TRUSTEE TULLOCH: Thank you.

15 I have deep concerns. I've listened to
16 the community, and I've responded to as many people
17 as possible in the community in terms of this.
18 Yeah, my name has been branded a bit as being
19 responsible for this for asking for some of the
20 commercial terms. But I also very clearly asked at
21 the NV Energy presentation, that NV Energy do
22 outreach to the impacted residents, which I believe
23 has not happened.

24 What I've heard from residents is all that
25 happened was they were sent a postcard, which I

1 think is deplorable. And as a 47-year veteran of
2 the utility industry, I'm deeply disappointed at
3 behavior like that. I think the behavior of NV
4 Energy and their reluctance to respond is, frankly,
5 appalling.

6 Not pointing the finger, necessarily, I
7 don't point the finger over the contract
8 discussions. What we were told was that the
9 helicopter operations would be occasional, primarily
10 just to bring in the poles for the replacement of
11 the line, not for complete, ongoing fire mitigation
12 efforts, which I do applaud, are extremely necessary
13 for the community.

14 But it's -- it's -- the intention and the
15 agreement and the explanation from the NV Energy
16 representative at a meeting in May was never to turn
17 this into a full-time helipad.

18 I've also heard the risk comments, well,
19 Mt. Rose parking lot could be used. Well, full
20 disclosure, as a full-time, seasonal employee at
21 Mt. Rose, people may not have noticed, but for out
22 with the ski season, the parking at Mt. Rose is
23 heavily used by QED for construction materials.
24 Also for some of the time, we're actually using --
25 NV Energy was flying from the Atoma parking lot,

1 just opposite Mt. Rose entrance. There was some
2 efforts there.

3 But it's disappointing that it turned into
4 basically a full-time helipad. And I do -- I would
5 point out as well, yes, I'm aware of this full FAA
6 approval of these flight plans and things.

7 I don't disagree with intention to try to
8 renegotiate. I would suggest, though, we exercise
9 our right to issue the 90-day discontinuation notice
10 and immediate discontinuation, just to make sure
11 there's no doubt about it, rather than just engaging
12 in protracted negotiations.

13 I think we should put a strong marker
14 there for the community that we're issuing notice of
15 withdrawal from the contract to make sure that we
16 start getting some responses.

17 TRUSTEE TONKING: I'm a little bit
18 confused, GM Bandelin. Are not able to communicate
19 with NV Energy?

20 Is that what you said, Trustee Tulloch?

21 TRUSTEE TULLOCH: I'm pointing out, I
22 don't micromanage by actually managing the contract,
23 I'll leave that to staff. As you're aware, that is
24 the appropriate rules.

25 But what we've heard is reluctance from NV

1 Energy. We've heard from the community as being
2 zero communication with them from NV Energy. And in
3 the same way, outreach to community is absolutely
4 correct.

5 But it's not the Board's job to go and do
6 that outreach on behalf of NV Energy before. That's
7 entirely up to NV Energy to go and do that to
8 address the community and their concerns.

9 TRUSTEE TONKING: Okay. I was confused on
10 when you said you wanted to deal with their
11 unresponsiveness.

12 Have you spoken with North Lake Tahoe Fire
13 Department about this too? Did they have any
14 concerns if we were to give up the 90-day contract
15 or give the 90-day notice?

16 MR. BANDELIN: To answer your question,
17 no.

18 VICE CHAIR SCHMITZ: I would like to
19 express from what I learned through this process was
20 that the residents were notified, and we were told
21 that it was going to be intermittent use. We didn't
22 clearly understand this was going to be for
23 helicopter refueling every 15 minutes. And what
24 transpired was NV Energy was operating outside of
25 the window that they had noticed the residents on.

1 From my perspective, NV Energy was not a
2 good neighbor, didn't communicate with the District
3 about the helicopter schedule, didn't properly
4 communicate with the community on their helicopter
5 schedule.

6 I, too, am in support of all of NV
7 Energy's work. They have done a stellar job of
8 changing out poles, hardening lines. Our community
9 appreciates that and values that.

10 But from my perspective, we cannot be
11 operating a helicopter refueling station anywhere in
12 our village. I don't think there is an alternate
13 appropriate location that is within or purview,
14 because helicopter refueling, in my opinion, should
15 be done at an airport.

16 So I would prefer that we request that the
17 helicopter operation be eliminated. And I think
18 it's important we take that direction to eliminate
19 it because it does have an impact on people's
20 property values and people trying to sell their
21 properties, given how NV Energy handled things this
22 summer. It can be that risk going into next year.

23 It was a big disappointment. We all
24 wanted to be very supportive of this. And I will be
25 supportive of the contract, so long as we remove any

1 of the helicopter activities in our community of
2 Incline Village and Crystal Bay.

3 TRUSTEE TONKING: I very much agree with
4 Trustee Schmitz, in the violation we've seen from NV
5 Energy that we've seen in this process.

6 I know I talked to you, GM Bandelin, about
7 NV Energy, maybe, presenting at a later date.

8 I'm fine, I think, removing the helicopter
9 and keeping the contract. I just don't know the
10 impact of -- what that means for both our fire
11 mitigation work and what that means in that sense.

12 So -- I'm also concerned about the safety. I
13 understand the concerns of the helicopter, and I
14 don't believe it needs to be at Diamond Peak, and we
15 can find a much better and safer location, probably
16 not within the District.

17 I do just want to understand what risk
18 that also puts for our community at some point.

19 TRUSTEE TULLOCH: Just to be clear --
20 we've heard questions about how this impacts North
21 Lake Tahoe Fire Protection Department.

22 Just to be clear, the fire -- wildfire
23 mitigation efforts are on behalf of NV Energy.
24 They're not on behalf of North Lake Tahoe Fire
25 Protection Department. This is clearing of the line

1 to make sure there is minimal risk of vegetation
2 ignition as a result of lines clashing and things.
3 And the line is also being upgraded at the time,
4 which is highly commendable.

5 I think it's also important to understand
6 that, regardless of where the helicopters take off
7 or land from, that's one of the biggest contention
8 points, but there will still be operations,
9 helicopters flying over to do their work unless
10 there's FAA limitations and things on that. We
11 don't control the air space there. So there will
12 still be some potential disturbances of that.

13 Certainly removing that does -- removing
14 the operation from Diamond Peak addresses most of
15 the concerns within our control also.

16 When this came to the Board originally, it
17 was touted as just basically a staging post for --
18 primarily staging post for materials. As Trustee
19 Schmitz said, this was to be intermittent operations
20 only, not full time, not eight hours a day, as we
21 saw in recent months.

22 VICE CHAIR SCHMITZ: Chair Dent, would you
23 like to comment?

24 CHAIR DENT: Thank you.

25 I would just say most of the comments made

1 by you and also Trustee Tulloch, I am in agreement
2 with. And I think one of the biggest kind of ahas
3 from all this -- not the emails that we have been
4 receiving in the last couple of weeks, and I want to
5 thank the community members for bringing this to our
6 attention -- Mr. Eppolito said something at the last
7 meeting as it relates to the property values, and it
8 is just kind of hadn't really thought of it from
9 that angle as well. And, yeah, it's a huge -- kind
10 of huge issue we've brought on our neighbors.

11 I think we have a decision in front of us,
12 and I don't need to repeat all the comments that you
13 guys made, but I am in agreement with them.

14 VICE CHAIR SCHMITZ: Does anyone care to
15 make a motion?

16 TRUSTEE TONKING: Well, I'm trying to look
17 at this motion to make it reflect we had talked
18 about.

19 I recommend that the Board of Trustees
20 makes a motion to direct interim General Manager and
21 District counsel to negotiate an amendment to the NV
22 Energy contract, in terms of helicopter operations
23 and ensuring you're not using Diamond Peak.

24 TRUSTEE TULLOCH: Can I amend that motion
25 to instruct the General Manager and counsel to issue

1 a termination notice to NV Energy in the interim,
2 and during the 90-day period to initiate further
3 discussions with NV Energy to see whether there is a
4 solution acceptable to the Board?

5 I think that way, we put a date certain
6 end date on it as well.

7 MR. RUDIN: If I may suggest, just given
8 the way that this is agendized, under Open Meeting
9 Law, this is to negotiate an amendment.

10 So my suggestion here, given that the way
11 that this is agendized, and the fact that the NV
12 Energy can only use the licensed area from May 1st
13 to October 14th of every year, it would certainly be
14 timely if this board wanted to terminate this
15 agreement, we could still do so by giving notice any
16 time before January or even in January.

17 I would suggest that the Board consider
18 making a motion to direct the General Manager and
19 District counsel to negotiate an amendment of this
20 agreement to remove helicopter operations, and then
21 also direct the General Manager to provide a status
22 update on negotiations in December.

23 And then if negotiations are not fruitful,
24 you can add a consent calendar item, either in
25 December or January, to issue the notice of

1 termination of this license agreement.

2 VICE CHAIR SCHMITZ: Any comments to that?

3 TRUSTEE TULLOCH: I'm good with that. I
4 don't want to be circumventing the Open Meeting
5 Laws. I think the Board has made their position
6 very clear.

7 I think the NV Energy representatives in
8 the room, I think they got a very clear message here
9 in terms of that.

10 I'm good with that solution so we don't
11 circumvent the laws.

12 VICE CHAIR SCHMITZ: I have a question:
13 May legal counsel actually make a motion?

14 MR. RUDIN: No, he cannot.

15 TRUSTEE TONKING: I'm going to make it.
16 Can we strike that motion, have that motion die?

17 I move that the Board of Trustees direct
18 the interim General Manager and District counsel to
19 negotiate an amendment to end helicopter operations
20 in the NV Energy agreement and to bring forward an
21 update at the December meeting.

22 VICE CHAIR SCHMITZ: Do I hear a second?

23 TRUSTEE TULLOCH: I'll second that. Then,
24 just with the understanding, we do let the community
25 know that is our intention to terminate at the

1 appropriate time.

2 TRUSTEE TONKING: That's fine.

3 VICE CHAIR SCHMITZ: All those in favor?

4 TRUSTEE TONKING: Aye.

5 TRUSTEE TULLOCH: Aye.

6 CHAIR DENT: Aye.

7 VICE CHAIR SCHMITZ: Aye.

8 Motion passes 4/0, with Trustee Noble

9 abstaining. Okay. Recusing.

10 Moving on to item -- new item number G 4.

11 G 4.

12 VICE CHAIR SCHMITZ: Review, discuss, and
13 possibly approve a contract between IVGID and
14 RubinBrown, LLP, for forensic due diligence auditing
15 services as result of a request for proposal
16 process.

17 MR. MAGEE: I wanted to start introducing
18 this item by mentioning that I looked up on the
19 Association of Certified Fraud Examiner's website,
20 the definition of fraud. What is fraud, anyway?

21 And on their website, they state that
22 fraud is any activity that relies on deception in
23 order to achieve a gain. Fraud becomes a crime when
24 it is a knowing misrepresentation of the truth or
25 concealment of a material fact to induce another to

1 act to his or her detriment. In other words, if you
2 lie in order to deprive a person or an organization
3 of their money or property, you're committing fraud.

4 And so one of things that the chair of the
5 Audit Committee and I have talked about several
6 times is what's called "the fraud triangle." The
7 fraud triangle was developed by Dr. Donald Cressey,
8 who was a criminologist who conducted research on
9 embezzlers and why they did this.

10 And the fraud triangle hypothesizes that
11 if all three components are present of the fraud
12 triangle, meaning financial pressures, perceived
13 opportunity, and rationalization, that a person may
14 be likely to commit fraud.

15 Why is that important and why do I bring
16 these things up tonight before we move on to this
17 item? I have mentioned to the Board a couple of
18 times that the reason I brought this forward is
19 there's been a tremendous amount of community
20 interest in this, and I have received lots of
21 questions about this. Some people have approached
22 me and said, "You've said that there's no fraud at
23 all."

24 I have never said.

25 And other people have said, "You're

1 admitting that you've seen fraud?"

2 And I have never said that either. What I
3 am suggesting is is that since I have been here,
4 I've seen situations, instances, where I personally
5 believe that the elements of the fraud triangle may
6 be present. That warrants further investigation.

7 If we discover through this process that
8 there is some type of fraud that is present, that
9 would be handled through the proper and appropriate
10 process that would be laid out by the forensic due
11 diligence auditors. If there is situations that
12 they uncover that we could strengthen our internal
13 controls and our processes, that is something that
14 we expect to come out of this process as well.

15 That's really what the crux of why I've
16 been bringing this forward. And so when the Board
17 directed us to release this RFP, we set with the
18 goal of finding the highest-rated firm to conduct
19 this work.

20 The highest-rated firm, after the full
21 process was completed as laid out in the staff
22 report is RubinBrown. It was unanimous, and through
23 both rounds of the scoring process, RubinBrown was
24 the highest-rated firm.

25 One of the questions I've been asked

1 several times now is, on the recommendations it
2 says: Direct staff to work with the IVGID treasurer
3 and the chair of the Audit Committee to develop the
4 final scope of the work for the contract, and also
5 to authorize the IVGID treasurer to negotiate final
6 terms and conditions.

7 And several people have asked me, "Does
8 this mean that the treasurer will be involved in
9 this process?"

10 And I just want to be very clear that he
11 and I have discussed this, and the answer is no. He
12 will be involved in working with us on developing
13 the scope of work of the contract, and then having
14 the authorization to direct staff to ultimately
15 bring the contract forward to Vice Chair Schmitz and
16 have the General Manager sign this contract.

17 After that, the process will be run
18 entirely by the forensic due diligence auditor, in
19 consultation with myself and maybe one, maybe two
20 members of the finance team. This will be kept at a
21 very high level, it will be kept completely
22 confidential until their work is completed, at which
23 point I would anticipate that we would ask the
24 forensic due diligence auditor to make a
25 presentation to the Audit Committee, and eventually,

1 the Board of Trustees.

2 And so with that, I would be happy to
3 entertain any questions that the Board may have.

4 VICE CHAIR SCHMITZ: Questions from the
5 trustees?

6 TRUSTEE TULLOCH: Yeah, I think that was a
7 very good summation of it. And, yes, you're
8 absolutely correct on all your points in terms of
9 how the process works. And it's -- the process is
10 very definitively done that way so it's not a case
11 of certain board members or people influencing the
12 operation.

13 It's very clear that if any -- should
14 anything be discovered, and as you say, there's been
15 numerous instances identified where there are red
16 flags in the fraud triangle, I think that is
17 important. This is not a political football or
18 anything, it's not a witch hunt, it is an
19 independent attempt to either dispel or to prove any
20 issue that arise.

21 Thank you for that.

22 TRUSTEE TONKING: Can we make sure the
23 Board is sent a copy of the scope of work once it is
24 completed?

25 MR. MAGEE: Through the Chair, we would be

1 happy to do that.

2 CHAIR DENT: I would like to thank interim
3 Director of Finance Magee for bringing this forward
4 and vetting it and bringing the proposal to us for
5 approval.

6 VICE CHAIR SCHMITZ: I have couple of
7 questions. Who was involved? The memorandum
8 doesn't identify who was involved with evaluating
9 the various vendors.

10 MR. MAGEE: Yes. Thank you.

11 In the RFP process, we typically keep
12 these items confidential. And so what I can share
13 is that it was one member of the Board of Trustees,
14 one member of the Audit Committee, and one member of
15 the IVGID executive team.

16 VICE CHAIR SCHMITZ: Were you involved
17 with this?

18 MR. MAGEE: I was not involved in this.

19 I ran the RFP process. I made sure that
20 the process was followed appropriately, every step
21 of the way.

22 VICE CHAIR SCHMITZ: Are you comfortable
23 and confident in the recommendations that this group
24 of people brought before you?

25 MR. MAGEE: In my personal opinion, I am

1 very comfortable with the recommendation that the
2 RFP Review Committee has put forward. I felt that
3 their analysis was solid, and their recommendation
4 to me to send to the Board was the correct
5 recommendation to make.

6 VICE CHAIR SCHMITZ: Thank you.

7 Lastly, one of the questions that I
8 believe Chair Dent had wanted was some pricing
9 structure, one year, three year, five year. There
10 is some of this here, and my feeling is that we
11 should embark on a minimum of a three-year
12 timetable, but then give you direction to say that
13 if there is something that is found to be looking
14 somewhat suspicious or what have you, that you have
15 that latitude to go back further.

16 But I think that we need to start near
17 term, and then go deeper in back in time, just based
18 on need.

19 MR. MAGEE: Yes. Thank you. I would
20 appreciate it if the Board would provide that
21 direction.

22 As we've discussed a couple of times up
23 here, I believe that realistically a three-year look
24 back is probably appropriate, and I think that we
25 are likely to find situations that warrant a little

1 bit of a deeper dive, which may end up on that
2 individual situation going back four, five,
3 more years.

4 I appreciate that comment, and I would
5 appreciate if the Board would direct staff to do
6 that.

7 VICE CHAIR SCHMITZ: Thank you.

8 TRUSTEE TULLOCH: I think in terms of
9 that, the scope of work would be drafted in such a
10 fashion to follow that Board direction.

11 Obviously, if there is -- in the
12 unfortunate event that we should find anything like
13 that, we might need to go further back to do further
14 research. So, yes, we would -- my recommendation
15 would be the scope of work is drafted in such a way
16 to cover -- that would be the normal auditor
17 practice as well, to identify to the client where
18 they need to go further.

19 MR. MAGEE: I just might add that I think
20 over the course of my career, I believe that I've
21 proven that I take matters of integrity, ethics, and
22 the law very, very seriously. And I will say that
23 when items are brought to my attention, I look at
24 them every single time. And sometimes there's
25 nothing there, and it's members of community that

1 would like me to take a look at something.

2 In some cases, as I have mentioned, these
3 elements of the fraud triangle appeared that they
4 may be present, and that's why I'm asking for that
5 additional direction.

6 Thank you, Trustee Tulloch, for those
7 comments.

8 VICE CHAIR SCHMITZ: Any other questions
9 or comments?

10 Hearing none, would someone like to try to
11 make a motion?

12 TRUSTEE TULLOCH: I'm move that the Board
13 of Trustees make a motion to approve the award of a
14 contract with RubinBrown, LLP for forensic due
15 diligence auditing services, we direct staff to work
16 with IVGID treasurer and the chair of the Audit
17 Committee to develop the final scope of work for the
18 contract, and authorize the IVGID treasurer to
19 negotiate final terms and conditions with related
20 contract pricing and authorize the IVGID interim
21 General Manager to sign the contract upon completion
22 of the contract as outlined in recommendation
23 number 2 and 3.

24 And also that this contract be brought
25 back to the Board for final approval. I think

1 that's missing from the recommendation here.

2 TRUSTEE NOBLE: Can I at that it be a
3 three-year look back, however, there would be
4 language in there that if there is additional need
5 to go back further on individual items, that that be
6 addressed accordingly?

7 TRUSTEE TULLOCH: Agreed.

8 MR. MAGEE: For clarification, because I
9 heard two things here. If the General Manager has
10 authority to sign the contract and begin the work,
11 do you still want it to come back to the Board after
12 that?

13 TRUSTEE TULLOCH: I think in terms of the
14 process, I think this would need to come back to the
15 Board for approval, and given the scale of it. So
16 the bringing back to the Board should be item 3.1.

17 MR. MAGEE: Understand.

18 TRUSTEE TULLOCH: Then it be signed by the
19 interim General Manager.

20 VICE CHAIR SCHMITZ: We want this to come
21 back to the Board? I was assuming that we -- I
22 mean, as you described it, it was going to be, the
23 signing authority because it's within budget and it
24 would move forward.

25 TRUSTEE TULLOCH: Okay. In that case,

1 yeah, I'm fine. Just the motion as written in
2 there, if the Board is comfortable with that.

3 TRUSTEE TONKING: I just want the scope
4 given to us at some point.

5 TRUSTEE TULLOCH: Yes. Absolutely.

6 MR. MAGEE: We're happy to provide the
7 scope as soon as the contract is signed. Obviously,
8 we would like to begin the work immediately. And if
9 we can authorize the treasurer to negotiate the
10 final terms, have the General Manager sign it, that
11 would be our preference.

12 But if the Board wishes, we will certainly
13 bring it back.

14 VICE CHAIR SCHMITZ: I think there was
15 just confusion about Trustee Tonking's request. But
16 we're simply just asking to have a copy of it so
17 that we're all informed. Thank you.

18 So, second that?

19 TRUSTEE NOBLE: Second.

20 VICE CHAIR SCHMITZ: All in favor?

21 TRUSTEE TONKING: Aye.

22 TRUSTEE TULLOCH: Aye.

23 TRUSTEE NOBLE: Aye.

24 CHAIR DENT: Aye.

25 VICE CHAIR SCHMITZ: Aye.

1 5/0. Thank you very much.

2 Moving to to the next agenda item.

3 G 5.

4 VICE CHAIR SCHMITZ: Review and discuss
5 and potentially accept staff's recommendations on a
6 proposal from Active Networks for the RFP response,
7 point of sales system, phase 1.

8 MR. GOVE: Before you tonight, on pages
9 205 to 209 of your packet, is an item requesting
10 your approval to both accept staff's recommendation
11 to accept Active Network's proposal in response to
12 the RFP that was posted by the District on August
13 25th of 2023.

14 In addition, staff is recommending we
15 engage District legal counsel to work with Active
16 Networks on a formal agreement that I plan to have
17 in front of you, to include a schedule and scope of
18 work for your review at the December 13th meeting.

19 Everything else is laid out there in my
20 memo. If you have any questions, I'd be happy to
21 answer them.

22 TRUSTEE TULLOCH: Thank you, IT Director
23 Gove.

24 In terms of this looking at this point of
25 sales system, this is going to be across all the

1 venues?

2 MR. GOVE: Absolutely.

3 TRUSTEE TULLOCH: And this will also look
4 at cashless technology, if need be, if the Board
5 decides to go in that direction?

6 MR. GOVE: That's correct. That will also
7 be an option.

8 TRUSTEE TULLOCH: Will it also bring up
9 some suggestions in terms of how to address punch
10 cards, since that's been an ongoing issue?

11 MR. GOVE: I could potentially see part of
12 the proposal from the software company being a
13 recommendation to operate punch cards as they sit
14 currently, where the potential for options to change
15 the functionality.

16 I'd leave that at your recommendation. If
17 that is a recommendation that we should include, we
18 can do so.

19 TRUSTEE TULLOCH: Yeah, I think we need to
20 make sure that we have the capability if we decide
21 to move -- change -- set up the punch cards to make
22 sure that this is compressive and does cater for
23 future.

24 MR. GOVE: I would agree.

25 VICE CHAIR SCHMITZ: I was fidgeting

1 because I was on the team working on this, and we
2 talked about the importance of understanding what
3 the plan is for punch cards. So, it has been
4 brought forward to Mr. Magee's attention, and
5 hopefully higher in the priority list to be
6 evaluated and come to the Board with a
7 recommendation because it will have an impact on the
8 point of sales systems.

9 The other thing that I think we learned
10 not to long ago is all of the functionality of this
11 Golf Genius system, and we need to have a system
12 that has similar functionality, but it is a system
13 that the District operates because it makes it out
14 of compliance for public records requests and that
15 sort of thing. I think that's something we learned
16 along the way and we may learn of some other
17 systems.

18 Punch cards have been brought forward as a
19 question, and we need to understand what the
20 direction is so that we don't implement a solution
21 that is then something we have to go back and
22 rework.

23 MR. GOVE: Yeah, I would agree with both
24 of you and share your request that the punch card
25 functionality be determined sooner than later so

1 that we're not baking in functionality surrounding a
2 process that is ultimately changed and having to
3 rework processes through the software in the future.

4 VICE CHAIR SCHMITZ: Any other questions
5 or comments? Chair Dent dropped off. Any other
6 comments or questions?

7 Would anyone care to make a motion?

8 TRUSTEE TONKING: I move that the Board of
9 Trustees makes a motion to accept staff's
10 recommendation to accept the proposal from Active
11 Networks, LLC for the response for proposal point of
12 sales system, phase 1, that was received in response
13 to the point of sale RFP that was posted on August
14 25, 2023. Authorize staff to work with District
15 legal counsel to prepare an agreement with Active
16 Networks, LLC for phase 1 of the two-phase point of
17 sale project that will come back to the Board for
18 approval prior end of the calendar year.

19 VICE CHAIR SCHMITZ: Motion's been made.

20 TRUSTEE NOBLE: Second.

21 VICE CHAIR SCHMITZ: Seconded. All those
22 in favor?

23 TRUSTEE TONKING: Aye.

24 TRUSTEE TULLOCH: Aye.

25 TRUSTEE NOBLE: Aye.

1 VICE CHAIR SCHMITZ: Aye.

2 4/0. Thank you.

3 Moving on to the next agenda item.

4 G 6.

5 VICE CHAIR SCHMITZ: Review, discuss, and
6 possibly approve an increased to the estimated
7 project cost to support additional scope and project
8 quantities for the Mountain Cart path restoration
9 project.

10 MS. NELSON: I did receive some feedback
11 on the memo that it was a hard read. And I
12 apologize for that. That's what you get when you
13 ask engineers to put together memos when they're
14 very familiar with the material.

15 Basically what we are asking for is an
16 additional \$160,000 to cover increased scope, based
17 on the very hard winter that we had last winter, as
18 well as measurement oversights on staff's part.
19 This can be found on page 303 of your board memo.

20 If you guys have any other questions,
21 comments, concerns, I'm here.

22 VICE CHAIR SCHMITZ: Questions?

23 TRUSTEE TULLOCH: Yeah, I would fully
24 agree, this is a hard read, and I'm an engineer
25 myself. I'm disappointed. It's something we need

1 to work on.

2 A few questions. I notice on page 304,
3 the third paragraph, it talks about sections of the
4 cart path failed during construction as a result of
5 construction activities. What is the contractual
6 situation for that? Are we responsible for that or
7 is the contractor responsible?

8 MS. NELSON: I'm going to have to dig into
9 the contract a little bit because I do not think we
10 specified what type of equipment was going to be
11 allowed. And then if that's not in there, then we
12 are really not covered.

13 TRUSTEE TULLOCH: Okay. Can we ensure
14 that in the future as well?

15 MS. NELSON: Yes.

16 TRUSTEE TULLOCH: Because that's
17 disappointing because it can affect -- it will be
18 seen as the contractor generating more revenue for
19 themselves.

20 MS. NELSON: Correct.

21 TRUSTEE TULLOCH: At the second last
22 paragraph on page 304, it talks about phase 2
23 construction is approximately \$213,000 for work
24 completed to date. Do we have an idea of how much
25 this work has been completed to date

1 percentage-wise? Is this way above budget already
2 or is this proportionate to what the work that's
3 being done?

4 MS. NELSON: Currently, we're still under
5 budget. We do have to go back and we have a small
6 section, hole 10, to reconstruct. And then we have
7 planned crack sealing and slurry sealing of the cart
8 path.

9 If the Board wanted to, we could stop now,
10 it just wouldn't be a good decision for maintaining
11 the cart path. We would be able to do a crack seal
12 and slurry seal, however, there is hole 10 that
13 needs to be reconstructed.

14 TRUSTEE TULLOCH: No. Understood. It's
15 just we've done \$213,000 of work. Have we -- is
16 that proportional to the -- is that expenditure
17 proportion to the amount of work from the total
18 contract?

19 MS. NELSON: It is above what we had in
20 our contract.

21 TRUSTEE TULLOCH: Okay. So we're actually
22 already -- we're going to go over budget as it
23 stands to complete the work?

24 MS. NELSON: Yes.

25 TRUSTEE TULLOCH: Okay. And I get a

1 little bit confused going through it when we seem to
2 be melding phase 2 and phase 3. It was only phase 2
3 that was agreed. Phase 3 was --

4 MS. NELSON: So phase 2 was with S and C
5 Construction, and that was for reconstructing
6 portions of the cart path, and then crack seal and
7 slurry sealing the cart path.

8 Phase 3 was actually where we were
9 realigning the cart path in two areas. We broke it
10 up that way because phase 3 needed a TRPA permit,
11 where phase 2 was under our MOU.

12 So, phase 3, the realignment of those
13 areas are done.

14 TRUSTEE TULLOCH: Okay. Reading through
15 it, it seems to jump back and forth between phase 2
16 and phase 3, and that's where I was
17 getting confused.

18 So what -- can you better define what the
19 actual ask is here?

20 MS. NELSON: The actual ask is for an
21 additional \$160,000 to finish phase 2, if that
22 helps.

23 TRUSTEE TULLOCH: Okay. So that's
24 \$160,000 over the originally approved budget?

25 MS. NELSON: It's actually \$65,000 over

1 the approved work because in -- I forget when it was
2 brought to the Board -- approved replacement and
3 surface sealing of \$187,007. And to complete it, it
4 will be \$252,000. That's an additional 65.

5 Phase -- let's see. We will have
6 additional materials, testing in association with
7 finishing that work. We will have some additional
8 construction management and inspection to finish
9 that work as well. That's where the additional
10 costs are coming in.

11 We haven't spent the total budget, so we
12 have some remaining in that pot, but to finish what
13 we need to do, that is where that \$65,000 difference
14 is.

15 TRUSTEE TULLOCH: Oh, my apologies. I
16 heard you were asking for an extra 160.

17 MS. NELSON: Yes, for -- to complete all
18 of the reconstruction that needs to happen, and then
19 finish the slurry seal and crack sealing.

20 TRUSTEE TULLOCH: This is for -- the
21 65,000 is for the completing the work that's
22 previously authorized, and it's about 100,000 for
23 additional work?

24 MS. NELSON: Correct.

25 TRUSTEE TULLOCH: Okay. My apologies.

1 MS. NELSON: That was a really easy way to
2 put it.

3 TRUSTEE TULLOCH: Yeah. I was sure this
4 was accurate.

5 MS. NELSON: We have double and triple and
6 quadruple checked.

7 TRUSTEE TULLOCH: Okay. So, we're -- does
8 this also take account of the extra work that had
9 been previously identified at hole 10?

10 MS. NELSON: Yes.

11 TRUSTEE TULLOCH: So this will be a proper
12 reconstruction at hole 10?

13 MS. NELSON: Yes.

14 VICE CHAIR SCHMITZ: Any other questions?

15 I'll be honest with you, this is the most
16 confusing memorandum to read, and I have no idea
17 where we are and what's needed. I don't.

18 I would love it if you could take your
19 numbers and come back to us with what was the
20 budget, what have you already spent, where are we
21 today, and what's needed. Because I literally sat
22 here and I tried and I couldn't figure it out. I
23 just would like to see this coming back where it's
24 more concise and precise to where we are, what the
25 issues are, what's needed, and move forward.

1 I really can't even vote on this tonight
2 because I just really don't understand where we are.

3 TRUSTEE TULLOCH: I would concur with that
4 view. I don't feel quite so bad now. I thought I
5 was being kind of dense here.

6 Yeah, I think it would be helpful if we
7 came back. If we identify existing phase 2
8 authorized, what we achieved with that, what is
9 still outstanding, what the extra expenditure is
10 there. And then identify separately what the
11 additional work is, just set it out there.

12 And if phase 3 -- if phase 3 has nothing
13 to do with this, let's leave the phase 3 out of the
14 tables because that's where I think it was confusing
15 me. I was wondering if this was part of phase
16 3 coming forward, as opposed to just an extension of
17 work for phase 2.

18 TRUSTEE TONKING: Maybe when you come back
19 with it, you just put it into two motions. Split
20 the two out, would probably be the easiest to
21 understand it.

22 It did take me a little bit, and I talked
23 to GM Bandelin, and I was like, oh, okay. I
24 understand what's going. But, yeah, two motions.

25 Thank you.

1 VICE CHAIR SCHMITZ: I appreciate all of
2 the effort. It's just to try to absorb it, and not
3 only for us, even for the public, to just say, okay,
4 where are we? What was budget? Where are we today
5 compared to budget? What's needed? And just be
6 concise, but precise, and include the budget versus
7 what you know is the actual.

8 I think some of these things we have done.
9 The tree work has been done, so it would be good to
10 know this was the budget, this has been done, this
11 is left to do, and this is what we need.

12 MS. NELSON: I would like to remind the
13 Board that our office is always available to answer
14 questions when you get your packet. Please feel
15 free, if you don't understand it, give us call, give
16 us that opportunity. We would appreciate it.

17 VICE CHAIR SCHMITZ: I understand that.
18 And I think sometimes it's not just for us, it's for
19 the public to understand. And I really didn't know
20 where to start.

21 MS. NELSON: That's okay. We could have
22 pulled this item. We could have rearranged it and
23 gone that way.

24 VICE CHAIR SCHMITZ: Do you feel
25 comfortable with what we're asking? You do you

1 understand what we're asking?

2 MS. NELSON: Yeah. You want a clear
3 breakdown of only phase 2. You want the approved
4 budget, what we have spent to date, what work is
5 remaining, and what is needed.

6 VICE CHAIR SCHMITZ: Thank you very much.
7 Appreciate it.

8 Moving on to G 7.

9 G 7.

10 VICE CHAIR SCHMITZ: Review, discuss, and
11 possibly approve an equipment purchase agreement for
12 the procurement of a 14-person, passenger shuttle
13 van.

14 MR. BANDELIN: Staff has provided a report
15 that will be in your board packet beginning on pages
16 308. The particular item in front of you this
17 evening was not really within -- I could not relate
18 to a particular strategic plan budget initiative.
19 Although it does fall within a long-range principle.

20 The recommendation before you this evening
21 as read was to make the following findings that the
22 14-passenger shuttle van from Creative Bus Sales is
23 in compliance with the IVGID's competitive
24 solicitation process for the following reasons: The
25 IVGID purchase policy 20.1.0(c), comparative

1 solicitation, and NRS 332115.10.

2 The background within the staff report
3 kind of talks about the current fleet that we have
4 within the District. We also included in the
5 financial impact and budget portion the funding that
6 is available, which is \$125,000, the proposed
7 purchase price is \$141,767, which is \$16,767 over
8 the allocated funding for the project.

9 Staff report also includes kind of a list
10 of the items that were in the background of -- with
11 the replacement plan. That includes both of our
12 large, 36-passenger shuttle buses. I see an error
13 on the staff report. We don't have one 30-passenger
14 shuttle and one 36. They're both 36 passengers.
15 What staff has done is included the budgeted year
16 that those are deemed to be replaced within the
17 plan.

18 I would assume that -- suggest that
19 consideration that this plan will be talked about
20 within the Capital Investment Committee as we move
21 forward.

22 I did provide some comments within
23 conclusion that the six points really speak to the
24 memo, the staff report, in kind of just a broad
25 brush with the staff report.

1 This particular staff report was brought
2 to the Board, it was in a packet that we removed
3 from the agenda at the meeting where we proposed the
4 first capital improvement carryforward plan. This
5 will be the second time you've seen it.

6 Be happy to answer any questions that the
7 Board may have on this particular item.

8 VICE CHAIR SCHMITZ: Any questions for
9 Mr. Bandelin?

10 TRUSTEE TULLOCH: Just in relation to
11 this, if I look at '24/'25, which it suggests
12 replacing both the 36-passenger shuttles. Would it
13 be the case, if we proceed with this purchase, we
14 can then, perhaps, stagger replacement? We can
15 evaluate how the 14-passenger one works in practice,
16 whether we have a need to replace both the
17 36-passenger shuttles, or whether we review how
18 we're operating these?

19 MR. BANDELIN: That's a fair comment. And
20 that has been contemplated because what you'll see
21 in the staff report that this particular proposal of
22 piece of equipment would take the place of one of
23 those large passenger buses running Monday through
24 Friday. This proposal would include the use of the
25 14-passenger van to run the community town route,

1 Monday through Friday. And then supplement the use
2 of the two larger shuttles on weekends.

3 To answer your question, yes, we should
4 probably look at either a staggering or an
5 operational discussion in front of the Capital
6 Investment Committee that -- I can tell you that
7 during peak periods, Christmas, New Years, Martin
8 Luther King weekend, and President's week, that all
9 three of these particular passengers or T 36
10 passengers and a 14-passenger, in the past, I've --
11 at least about a 30-passenger to supplement the
12 off-site parking that we do.

13 So it will be kind of a look at an
14 operational change, if possible, with adding this,
15 you might assume we'll be putting less miles on the
16 36-passenger. We would look at age, when they would
17 need to be replaced, or when replaced, would
18 probably have long life expectancy.

19 TRUSTEE TULLOCH: Yeah. Thank you.

20 That I think that's something we can --
21 we'll review the operations this year. It goes --
22 that would make sense, rather than having them both
23 at the same age. It's always helpful when two
24 vehicles are the same that they're staggering ages
25 so your less liable to breakdowns and things.

1 Also, I think the original proposal was
2 for -- this bus was being built on a '23 Ford F
3 Series chassis. Will this be a '24 series chassis
4 now, given that the '24s have been available since
5 about July, or it is already built?

6 MR. BANDELIN: No, it's not already built.
7 I don't know the answer to that question.

8 We did just recently, with this -- in this
9 staff report in the packet, checked to make sure
10 that the proposal was accurate, and I don't think
11 there was a mention of a new model chassis included.

12 VICE CHAIR SCHMITZ: I just have a
13 question: What is your anticipated delivery date on
14 this? Do you know?

15 MR. BANDELIN: No. I actually went into
16 conversations and working on this quite sometime
17 ago. You might remember me talking about this late
18 at night and during a capital discussion initiative
19 two years ago. If the Board chooses to make this
20 motion in favor this evening, we will be contacting
21 the supplier, and I would report back.

22 But I would say not for this winter.

23 VICE CHAIR SCHMITZ: Not for this winter.
24 Okay.

25 MR. BANDELIN: Maybe I'll rephrase that

1 and say not for the start of this winter.

2 VICE CHAIR SCHMITZ: Okay. The only other
3 question I have for you is the way you have this
4 worded, where you're short about \$16,000 in budget
5 for this project, you weren't asking for
6 augmentation, so I'm assuming that you're intending
7 to find savings, cost savings, someplace else within
8 the ski fund to cover the \$16,000?

9 MR. BANDELIN: Is that correct.

10 VICE CHAIR SCHMITZ: Okay.

11 MR. BANDELIN: Staff would be happy to
12 bring back a -- let me work with the finance
13 department. If I can list the fleet equipment
14 purchases that were previously approved by the Board
15 and/or within the GM authority within this
16 particular one-year plan -- fiscal year plan, and I
17 can show that we did not spend the budgeted amount
18 of appropriations within the fleet replacement
19 projects this season.

20 VICE CHAIR SCHMITZ: Okay. Thank you.

21 Thanks for the clarification.

22 Would anyone care to make a motion?

23 TRUSTEE NOBLE: I would move that we
24 authorize an award and equipment purchase agreement
25 between the District and Creative Bus Sales in the

1 amount of \$141,767, in accordance with NRS
2 332.115.1.0, and authorize the interim General
3 Manager to execute the equipment purchase agreement
4 in substantially the form presented.

5 VICE CHAIR SCHMITZ: Do I hear a second?

6 TRUSTEE TONKING: Second.

7 VICE CHAIR SCHMITZ: All those in favor?

8 TRUSTEE TULLOCH: Can I make a
9 modification? Following this purchase, ski will do
10 some comparative reviews of what is required going
11 forward to review the other -- the existing fleet
12 replacement plans.

13 TRUSTEE NOBLE: I would incorporate that
14 into my motion.

15 TRUSTEE TULLOCH: Thank you.

16 VICE CHAIR SCHMITZ: Motion's been made.

17 TRUSTEE TONKING: I second.

18 VICE CHAIR SCHMITZ: Seconded, amended,
19 seconded. All those in favor?

20 TRUSTEE TONKING: Aye.

21 TRUSTEE TULLOCH: Aye.

22 TRUSTEE NOBLE: Aye.

23 VICE CHAIR SCHMITZ: Aye.

24 Passes 4/0.

25 That closes out general business. On to

1 redactions.

2 H. REDACTIONS

3 VICE CHAIR SCHMITZ: I don't believe we --
4 we do have page 328 and 330. Do we have any
5 questions, comments?

6 Okay. So do we -- legal counsel, do we
7 have to make a motion on this? Do we have to just
8 review?

9 MR. RUDIN: So, yeah, you just review.
10 And if you have any changes that you wish to suggest
11 to staff or you wish overrule the determinations
12 with respect to redactions, this would be the time
13 to do so.

14 VICE CHAIR SCHMITZ: These documents were
15 shared with all trustees. We have received them.
16 We did, yes.

17 Seeing nothing, we will close that out and
18 move on to long-range calendar.

19 I. LONG RANGE CALENDAR

20 MR. BANDELIN: On page 331 of the packet,
21 we have the long-range calendar for review.

22 As you can see, we will be bringing back
23 the IVGID magazine survey results for review.

24 Talked to Mr. Raymore about that today. I think
25 what I'll do there is I might contact Chair and

1 discuss if there's a -- we might want to entertain
2 an agenda item or a motion with the actual survey
3 results.

4 We're bringing back some initial findings
5 from the Golf Advisory Committee from Trustee
6 Tonking.

7 We have public works project, an agreement
8 for approval on award.

9 Also, we will be bringing back the skate
10 park design build award, with a stop at 30 percent.
11 That will be returning to the Board.

12 We also plan on bringing the Incline Beach
13 House design build award, with a stop at 30 percent
14 agreement in front of the Board.

15 We will be discussing bringing back -- or
16 bringing the initial SRF funding for GMP2 of the
17 effluent pipeline. We also plan to have staff bring
18 the contract award, GMP2, Granite Construction, for
19 the effluent export line, and other various
20 contracts in procurement awards on that particular
21 meeting.

22 There currently is not a meeting scheduled
23 for the second of the last Wednesday in December.
24 We've touched on couple of items that would be
25 included in the second Wednesday in January.

1 And I would be just happy to start to take
2 notes if there's any items that we would want to
3 bring up from the parking lot into this particular
4 calendar.

5 TRUSTEE TONKING: I have two, and I think
6 I want to steal one from Trustee Noble. The ice
7 rink, and then the other one is -- I apologize if it
8 was off my radar for this meeting, but I need that
9 language, like, to develop the language policy, and
10 I will get you the memo for the December 13th
11 meeting.

12 VICE CHAIR SCHMITZ: Okay.

13 TRUSTEE TULLOCH: Following up on that
14 last one with the ice rink. I repeat my earlier
15 comments, we have -- the Board has had no approach
16 from the foundation. I'm not sure whether it's
17 still a 501(c)(3) or not. The Board has had no
18 approach and no -- from the foundation. This is
19 what I find the process is rather confusing. To me,
20 there's a two-stage process. The offer from the
21 foundation should come to the Board for approval
22 first, rather than just a yes, we've been given an
23 ice rink, and this is how we're going to operate it.

24 TRUSTEE TONKING: So then let's do it that
25 way. That's fine.

1 TRUSTEE TULLOCH: Thank you.

2 TRUSTEE TONKING: Just start moving the
3 process.

4 TRUSTEE TULLOCH: I think it's a good
5 long-term idea, but I think we need to understand
6 what we're getting into.

7 TRUSTEE NOBLE: With regards to the ice
8 skating rink, when do you think you could bring it
9 back? Because I'd like to know whether or not this
10 is something that we can do this season or if the
11 Board is thinking that that's not possible and we
12 would be looking at next season.

13 And then the foundation can decide what,
14 if anything, they want to do alternatively with it.

15 MR. BANDELIN: Staff could bring back the
16 item soon, but I think I would ask for a little more
17 clarification on what the staff report would address
18 or who brings the staff report or if we just get
19 some kind of clarification as the Board is pondering
20 the ice rink coming back, to be able to just get
21 some direction on the report.

22 TRUSTEE NOBLE: I was fine to move forward
23 with the ice rink tonight, so that would be my -- my
24 fellow trustees would need to weigh in what exactly
25 they're looking for so that we can -- so staff knows

1 what to bring forward, and then we can decide
2 whether or not to do this this season or is this
3 something to table for another time.

4 TRUSTEE TONKING: I was just going to say,
5 my understanding was Trustee Tulloch was referring
6 to sometimes there's a two-part process, depending
7 -- it's usually when you're doing a capital S
8 project, and I would have to pull up the policy.
9 But there's a two-part project when you're working
10 with the donating organization.

11 And so he was just saying that, like, we
12 might have to have them offer it to us first, and
13 then have staff bring the actual final proposal. So
14 making it two part was my understanding.

15 It did not seem like it was a report to
16 the Board, but we should pull up that policy too to
17 confirm that's the correct way to do it.

18 TRUSTEE TULLOCH: Yeah. I think that is
19 the only way to do it. I don't think the Board can
20 make a decision, yes, we've suddenly found an ice
21 rink sitting here, we can -- this is what we'd like
22 to do with it.

23 I think we need to understand what
24 strings, et cetera, are around it. As we found in
25 previous situations, there's always claims a grant's

1 been not happening. Let's make sure we have a
2 proper -- understand what we're getting here from
3 the foundation, what the agreement is first.

4 VICE CHAIR SCHMITZ: Any other questions,
5 comments on the long-range calendar?

6 Seeing none, we will move on. Close that
7 agenda item and move on. I believe it's the trustee
8 updates. Yes. Board of Trustees updates.

9 J. BOARD OF TRUSTEES UPDATE

10 VICE CHAIR SCHMITZ: Any updates from any
11 of my fellow trustees?

12 TRUSTEE TULLOCH: Yeah. Following the
13 GMP2 proposal that came to the Board a couple of
14 weeks ago, I have been having some discussions with
15 staff in my role as liaison to public works. We've
16 been discussing some possible alternates in the
17 contract. And as you see, there's a proposal coming
18 back to the Board on December the 13th.

19 TRUSTEE TONKING: We are working to
20 schedule a golf committee meeting for the end of
21 next week. Yes, end of next week.

22 And then I think the director of parks and
23 rec, she said on the other one, there is a tennis
24 committee meeting and talk about the tennis courts,
25 which she brought up.

1 And then there is the dog park committee
2 meeting where we bring back the surveys as just
3 discussed.

4 I think those are all of them.

5 VICE CHAIR SCHMITZ: Thank you.

6 TRUSTEE TULLOCH: I can also add to that.
7 We're planning a Capital Investment Committee
8 meeting for the 20th or the 21st. And I apologize
9 to the Board, I have been slightly remiss. We've
10 been kind of going crazy at Mt. Rose to get the
11 season -- to open for the season on Friday. And
12 another -- as you know, we've had other issues as it
13 relates to my family, if you like.

14 VICE CHAIR SCHMITZ: We're all sad about
15 that.

16 I have a couple of updates just for
17 information only. I attended the Washoe County
18 Planning Commission meeting the other evening,
19 remotely, and they did approve the amendment of
20 allowing schools to operate at Saint Francis and at
21 Village Church. So the process will take a
22 few months to finalize. They have to go through
23 more approvals, including with the Washoe County
24 Commissioners, but it does appear that there will be
25 allowed, you know, elementary through secondary

1 schools, at those locations, but they both will have
2 to apply for a special use permit.

3 And the other thing that Mr. Eppolito
4 brought forward, and it's just something for us to
5 be aware of, is that they did change the zoning for
6 our town center. The impact of that is we will feel
7 it in the future, and we need to be thinking about
8 that as it relates to the demand on our venues
9 because they have allowed for residential, in our
10 now-commercial area, of condominiums, and they're
11 allowing for property line -- the property line up
12 65 feet and potentially no parking spaces. So it
13 will have an impact on our village and our
14 recreation venues.

15 I wanted to at least just make sure that
16 my fellow trustees and our senior staff was informed
17 on that as well.

18 TRUSTEE TULLOCH: Just assuming that does
19 and it means we're involved in additional capital
20 expenditure up front, is there any recompense to us?
21 Does anything come back to us from Washoe County to
22 cover that? Is that all on the existing residents?

23 VICE CHAIR SCHMITZ: Ask it again.

24 TRUSTEE TULLOCH: Do we get any additional
25 funding, up front, from Washoe County if, because of

1 these additional developments, we need to make
2 significant capital investment in our facilities to
3 cope with additional demand, do we get any monies up
4 front or do we just, hopefully, get something on the
5 back end?

6 VICE CHAIR SCHMITZ: I don't believe that
7 we do. And it's something that, from an
8 infrastructure perspective as well as a recreation
9 venue perspective, we need to be thinking about that
10 and we may need to get engaged with Washoe County on
11 some of these things. That's why I'm bringing it
12 forward just as an update.

13 Anything else? Any other questions or
14 comments?

15 Seeing none, we will move on to, I
16 believe, final public comment.

17 K. FINAL PUBLIC COMMENTS

18 MR. CABLE: I'd like to thank this board
19 once again, and Mike Bandelin for all the effort on
20 the issue that I'm sure has become exhaustive for
21 everybody, the helicopters at Diamond Peak.

22 It's unfortunate that the item was not
23 agendized so that the contract could be -- and state
24 the 90-day cancellation. As we all know, there's a
25 lot more here in place than just the fact that the

1 helicopters can't fly again until May. I mean,
2 there's people up there trying to sell their houses.
3 They're still going to have to disclose this as an
4 unresolved issue, the further we kick this down the
5 road.

6 The NV Energy rep that chose to spoke
7 here -- speak here tonight confirmed everything I
8 said in my opening statement. It was remarkable.
9 All she really had to say was their work is
10 important. I think we all know their work is
11 important, and I think we all know that that is not
12 the issue here.

13 I asked that you ensure this is agendized
14 for the next meeting so that the 90-day notice can
15 be invoked at the December meeting so this doesn't
16 have to go on any longer than it already has.

17 As I previously mentioned, please make
18 sure any amended contract, if you do come to that
19 point, clearly states that there are zero takeoff
20 and landings at Diamond Peak or in that valley, and
21 that no fuel storage takes place.

22 Once again, I thank you very much for your
23 time.

24 MS. MCKOWEN: How did we get here? This
25 is a good question. This is no longer the town that

1 I grew up in, moving here in 1968. I barely
2 recognize the new Incline under the tenure of
3 Trustees Dent, Schmitz, and Tulloch.

4 Geno Menchetti, a previous board chair,
5 would never have allowed IVGID Board of Trustees to
6 operate without some level of decorum. I felt bad
7 for the Bitterbrush group that showed up at the
8 meeting to have their voices heard about helicopters
9 and the NV Energy contract. I'm sure they weren't
10 expected Sara's husband to yell out "bullshit" in
11 the middle of meeting after another resident's
12 public comment.

13 I personally have been a victim of Frank
14 Wright's wrath, who slanders other residents when he
15 doesn't like what they're saying, even if what is
16 being saying is true, calling me the biggest liar in
17 town.

18 We have three trustees, Schmitz, Dent, and
19 Tulloch, who appear to have a benefactor in Cliff
20 Dobler. Trustee Dent has financial dealings with a
21 loan from Dobler, a man who is not shy, telling
22 people around town that he runs the District, and
23 that he got these three elected. He appears to be
24 Teflon, even when his egregious behavior is exposed.

25 It doesn't appear that the three majority

1 board members do anything to hold this man to
2 account. After all, he has said that he -- that
3 "they report to me."

4 Dobler has been -- has had several
5 reported incidents regarding his behavior with IVGID
6 female staff on the golf course. And, yes, he was
7 kicked off the golf course for a couple of months,
8 but then it become clear he was unable to stop his
9 verbal sexual harassment of young, female IVGID
10 employees. What happened with the August allegation
11 that was reported by a family member of the victim?
12 What was his penance for that incident that was
13 reported to the Board? Removing himself from a
14 committee, was that his punishment?

15 That did not stop him from showing up at
16 the board meeting last -- two weeks ago and
17 assaulting my husband. Assaulting my husband.
18 There were two witness and a video. Dobler is a
19 large man, weighing probably 225 pounds. My
20 husband is 71 years old, 170 pounds.

21 And, Mr. Dobler, you should count yourself
22 lucky that my husband did not fall when you chose to
23 body check him from behind. He could have hit his
24 head on that countertop in that small space and
25 could have suffered an injury.

1 No apology and absolutely no consequences
2 for this man.

3 On another matter, there appears to be an
4 allegation regarding Trustee Schmitz that was
5 brought up at the last meeting regarding her
6 behavior, and questions from Trustee Noble as to why
7 this item has not been put on the agenda. When
8 items like this are brought up, it leads to a myriad
9 of speculation and innuendo. What did she do?

10 Sara, don't you want to shut down the
11 rumor mill on this? If I were you, I would consider
12 transparency.

13 Please get this item on the agenda.

14 In closing, I often see social media posts
15 from the angry eight calling the pro-recall
16 residents nasty, horrible people. And yet the truth
17 is there hasn't been a single pro-recall resident
18 that has laid a hand on anybody. The same can't be
19 said for two members of the angry eight: Mike Abel
20 and Cliff Dobler.

21 Cliff Dobler needs to be permanently
22 removed from every IVGID -- my husband was injured
23 back there on your property.

24 VICE CHAIR SCHMITZ: Yes, we're aware.
25 Thank you.

1 Do we have any public comment online,
2 Zoom?

3 MR. CALFA: Frank Calfa, homeowner and
4 vice president of Bitterbrush II.

5 While I'm encouraged by the Board's
6 remarks and their willingness to terminate the NV
7 Energy contract, I am, of course, disappointed that
8 this could not have happened tonight. While I'm not
9 a lawyer, I feel that the agenda item could still
10 have allowed for a motion to exercise the Board's
11 right to terminate the agreement.

12 The meeting agenda stated: Review,
13 discuss, and possibly direct.

14 I don't see why the discussion could have
15 ended in a motion to terminate.

16 Not to repeat too much of what my fellow
17 board member Jim Cable stated, but my immediate
18 concern right now for those in my HOA membership who
19 are presently involved in a sale. So I vehemently
20 disagree with the attorney that this can wait until
21 January.

22 I'm, therefore, respectfully asking this
23 board to make sure that this on the December agenda,
24 and that the agenda item clearly states: To review,
25 discuss, amend, or terminate the NV Energy site

1 license agreement.

2 Again, I'd like to thank the trustees for
3 their time and consideration, and am hopeful that
4 you will all do the right thing next month.

5 Thank you.

6 MS. KNAAK: Yolanda Knaak, Incline
7 resident. Full-time Incline resident.

8 Just wanted to thank Mr. Magee for all his
9 hard work, and also for the Board for awarding the
10 contract for the forensic due diligence audit.

11 Thank you very much.

12 MR. DOBLER: This is Cliff Dobler.

13 I'd like to address that skate park, the
14 ice skating rink a little more. I don't know that
15 anybody is against it, and I can certainly tell you
16 that the Ice Foundation will go nowhere else with
17 their money, so the scare tactic by the lynch mob
18 that you guys are not approving is just utter
19 nonsense. I'm a -- I was a big donor in it, and it
20 will be directed towards a skate park if it makes
21 sense.

22 Now, we either have a project capital
23 ability by our -- I'm losing the word right now --
24 by our long-term master plan, and we did a good
25 survey back then and decided these are the things we

1 should do and set the priorities and we did things
2 like that. And one of the things was is that the
3 ski -- not the ski. The ice skating was to be at
4 the Chateau. So why would Mr. Noble want to vote
5 that in when it's over at Preston Field, and it's
6 never been vetted? I mean, is Mr. Noble just an --
7 I don't know what to call him -- a guy that just
8 wants to spend money like a drunken sailor and go
9 out and get a tattoo? Or does he want to actually
10 look at the -- what was done and decide whether or
11 not it makes sense?

12 Now, keep in mind that 68 percent of
13 people in the survey, that was conducted back in
14 2017/'18, said -- 68 percent of them said take care
15 of what we have, no new stuff. Okay? So, we don't
16 even know if the people in the community want an ice
17 skating rink. We don't know that. We are told
18 that, apparently, they don't want it according to
19 the survey that was done.

20 But the idea is is let's just rush into it
21 because some guy's waving money that's been
22 collected 20 years ago, and let's just do it.
23 You're being irresponsible, Noble. I mean you
24 really are. You're not a trustee. You're just a
25 guy who wants to ramrod something through because --

1 I don't know what your plan is. You're not very
2 smart, in my opinion.

3 At any rate, the last thing I have to say
4 is on the January 10th to the 31st, there's a sewer
5 pump station number 5, a construction contract, I
6 don't know much about that, but we have nothing in
7 the budget for that. So, because we're so skinny on
8 unrestricted funds in the utility fund, somebody
9 should take a look at that to see if we even have
10 the money to do it.

11 Thank you guys very much. I'm heading off
12 to the desert. I'm down there all the month of
13 February.

14 MR. WRIGHT: Frank Wright.

15 I'd like to commend the Board on their
16 activities tonight. You did a wonderful job. The
17 things that you guys talked about, the way you
18 handle things, it was very well done.

19 As far as Ms. McKowen, I'm sorry that she
20 seems to be a little upset. By the way, I can
21 verify that she is a liar. She accused me of
22 stalking her, which I never would. I don't even
23 know who she is. And she made that in a public
24 comment. She also says that I intimidated and
25 harass the people at the signing table, and we know

1 that's not true. I had a trustee on the phone.
2 Again, she lied. So anything that comes out of her
3 mouth, you have take with a grain of salt because
4 she's obviously got an agenda that doesn't fit this
5 community. And as far as the community she wants, I
6 don't think we want recalls or people yelling and
7 screaming and accusing people of doing things.

8 This is a sick, sick environment and
9 hopefully it's behind us, and hopefully people like
10 her go away and go back to whatever they were doing
11 before they started appearing at board meetings.

12 As far as the Bitterbrush problem, I think
13 it's solved. I understand why you can't just cut it
14 loose now. You have to follow due diligence with
15 the contract, and even though it's not giving
16 immediate satisfaction to the people that live up
17 there by Diamond Peak, it will eventually end the
18 problem. And I think in their sales of these
19 houses, they can put that in there, their disclosure
20 statements, that this will end and it's over and
21 it's done with, and I commend you for doing that.

22 So, let's move forward and just take care
23 of problems. And hopefully all the people who come
24 and scream and yell at the board meetings, they go
25 away, and we can just take care of business. And I

1 just can't wait for the forensic audit. It's going
2 to be interesting.

3 Thank you guys. Talk to you later. Bye.

4 MR. MILLER: Good evening. Charley
5 Miller.

6 I wanted to follow up on a couple items.

7 Number one is the -- Mr. Eppolito brought
8 up Washoe County, and Sara Schmitz as well. And
9 you're absolutely correct, these are drastic changes
10 that the TRPA and county are doing to our community
11 that are going to have long impact, not just on rec
12 facilities, but, I mean, what we really need, and
13 everybody knows, is more workforce housing, and not
14 more condos in Incline Village. I think it's
15 important for the Board to keep the community
16 appraised of that because many times, they're not
17 aware of these actions.

18 Second is the ice rink. And I think it
19 was fantastic for staff to bring this forward.
20 Disappointed that it was pulled. I think at
21 minimum, the Board should at least be recognizing
22 the item. I understand there's a process to go
23 about it, but there's no reason to pull it. You
24 could have some discussion and give clear direction
25 to staff and the 501(c)(3) on how to move forward.

1 I'm still guessing. I'm not clear what you're
2 asking.

3 Agree with the previous caller about the
4 Chateau. I have always felt like that is the best
5 place for it. I worked on that design. But, again,
6 if you want to do that for next winter, you need to
7 start working on that project now. There's grading
8 plans and contracts that you'll need to do. It's
9 not a huge list and effort. A lot of it could
10 probably be done by staff. If you wait until next
11 July to start the project, it will be too late for
12 next winter.

13 So, I encourage you -- and I also just
14 want to say thank you to that Incline foundation. I
15 think we need to cherish our donors and appreciate
16 them.

17 And, finally, to the woman that got upset
18 about her husband, we hear enough verbal abuse at
19 these meetings, across the board, that is
20 distasteful and really disappointing. But any kind
21 of physical violence needs to be addressed right away
22 and not swept under the rug. I think it's
23 deplorable to hear about such a thing. Whether it's
24 true or not, it just needs to be addressed. I mean,
25 sorry to hear that.

1 Thanks.

2 MS. TAYLOR: Hi. My name is Julia Taylor.

3 I am calling in to express my support for
4 this skating rink. I think it is a wonderful,
5 wholesome activity for our community, both for
6 locals and for visitors in Incline. And I think
7 it's especially important to have winter activities
8 that are accessible, both economically and
9 physically for a wider group of people. There are
10 people who can't afford to go skiing in Tahoe, and
11 there are people who physically can't. And it seems
12 to me like a no-brainer activity to bring to our
13 community. My understanding is that is shovel
14 ready. It's ready to go.

15 And I just would hope that IVGID trustees
16 would find a way to make that happen. I think it
17 would be a wonderful asset for our community, and I
18 think this community is built on wholesome family
19 activities. I would like to express my family's
20 strong support for the ice rink.

21 Thank you.

22 MATT: That was the last public comment on
23 Zoom.

24 VICE CHAIR SCHMITZ: Thank you.

25 That will close out public comment.

1 L. ADJOURNMENT

2 VICE CHAIR SCHMITZ: We will conclude the
3 meeting at 9:23 P.M. Thank you all. Thank you for
4 participating in our meeting this evening.

5 I would like to just clarify for the
6 people at Bitterbrush that we did modify the
7 contract to exclude the helicopter use. We did take
8 that action tonight, to give that direction.

9 Thank you.

10 (Meeting ended at 9:23 P.M.)

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1 STATE OF NEVADA)
2 COUNTY OF WASHOE) ss.

3
4 I, BRANDI ANN VIANNEY SMITH, do hereby
5 certify:

6 That I was present on November 8, 2023, at
7 the Board of Trustees meeting, via Zoom, and took
8 stenotype notes of the proceedings entitled herein,
9 and thereafter transcribed the same into typewriting
10 as herein appears.

11 That the foregoing transcript is a full,
12 true, and correct transcription of my stenotype
13 notes of said proceedings consisting of 142 pages,
14 inclusive.

15 DATED: At Reno, Nevada, this 13th day of
16 November, 2023.

17

18 /s/ Brandi Ann Vianney Smith

19

20 BRANDI ANN VIANNEY SMITH

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**Re: Appeal of Verification of Signatures for Petition to Recall Sara Schmitz
 Appeal of Verification of Signatures for Petition to Recall Matthew Dent**

Earlier this year, the Committees to Recall Incline Village General Improvement District ("IVGID") Trustees Sara Schmitz and Matthew Dent filed a recall petition to the Washoe County Registrar. On October 24, 2023, the Nevada Secretary of State notified the Committees that both Petitions failed to gather the requisite signatures. The Washoe County Registrar rejected 458 signatures for Matthew Dent and 522 Signatures for Sara Schmitz, for a total of 980 signatures. After review of the evidence, the Committees have significant concerns with the signature verification process of Washoe County and request the Nevada Secretary of State to order Washoe County to investigate the signature investigation process and reverify the signatures.

Today the Committees to Recall the IVGID Trustees filed an Appeal with the Nevada Secretary of State requesting for the Secretary of State to order the Washoe County Registrar to investigate the signature verification process and reverify petition signatures due to inconsistencies in the signature verification process. Such inconsistencies have caused harm to the constitutional right of the People to recall public officials. Relief for these requests will preserve the People's right to constitutional recall.

In its appeal, the Committees to Recall Incline Village General Improvement District stated,

The right to Recall Public Officials is guaranteed to Nevada residents by Article 2, section 9 of the State Constitution. Because the People's right to recall is impacted by the processes used by the Washoe County Registrar to reject signatures, a review by the Nevada Secretary of State's Office is necessary to ensure that all laws were complied with in the signature verification process.

Unfortunately, there were inconsistencies found in the signature verification process. The Washoe County Registrar uses various codes to reject signatures, and the Registrar did not publish the methods or criteria it uses to apply the codes. Secondly, the rejection codes were applied

Appeal of Verification of Signatures for Petition to Recall Sara Schmitz: Press Release
Appeal of Verification of Signature for Petition to Recall Matthew Dent: Press Release
November 1, 2023
Page 2

inconsistently. In some instances, a petitioner was approved for one recall petition but rejected for the second one due to an invalid address, for example.

Lastly, it is unclear whether signatories had a sufficient opportunity to cure their signatures. Based on correspondence from Washoe County, 88 signatures from the Petitioners were rejected due to concerns of improper address. Pursuant to NAC 293.185, the Washoe County Registrar has an affirmative duty to ensure that any signatory with an address discrepancy has an opportunity to cure. It is unclear if Washoe County provided signatories a sufficient opportunity to cure their signatures.

#

Regarding updates on the Recall, if you have questions or want to help with the work, please go to inclinetogether.com/contact us.

ITEM G (8) ON THE AGENDA: (Please include in the meeting minutes this document)

Trustees you must move forward tonight with accepting this generous SKATING RINK recreational donation to the community from the Incline Ice Foundation.

A skating rink is second tier recommendation of the 2019 Community Services Master Plan. We understand the offer was made in October and in record time the IVGID staff has been able to bring this proposal to the community .

Trustees: Accept this incredibly generous donation which give Incline Village pride and enjoyment from with an amazing recreational opportunity which has been 30 years in the making.

Incline Village will now have another Nordic outdoor activity that residents and their guests can enjoy. They won't have to leave Incline Village to skate!

We thank the Incline Ice Foundation for this very generous donation and the IVGID staff for working with the Foundation to bring this well needed recreational opportunity for the community. It would be irresponsible for any Trustee to turn this down.

The recall is on everybody's mind. I am submitting into the board minutes the Attorney Press Release regarding the recall. In summary,

- There were significant concerns surrounding the Washoe County Signature verification process
 - On November 1 the Committees to Recall the IVGID Trustees filed an Appeal with the Nevada Secretary of State requesting the Secretary of State to order the Washoe County Registrar to investigate the signature verification process and reverify petition signatures due to inconsistencies in the signature verification process
 - Such inconsistencies have caused harm to the constitutional right of the People to recall public officials. Relief for these requests will preserve the People's right to constitutional recall.
 - The right to Recall Public Officials is guaranteed to Nevada residents by Article 2, section 9 of the State Constitution.
 - Because the People's right to recall is impacted by the processes used by the Washoe County Registrar to reject signatures, a review by the Nevada Secretary of State's Office is necessary to ensure that all laws were complied with in the signature verification process.
 - The Washoe County Registrar used various codes to reject signatures, and the Registrar did not publish the methods or criteria it uses to apply the codes.
 - The rejection of 980 signatures from both Schmitz & Dent recall petitions caused significant concern and there were inconsistencies in the signature verification process and it was unclear that petitioners had sufficient time to cure their addresses.
-
- On Nov. 2 The Secretary of State sent Trustees Schmitz and Dent letters stating that they had considered the allegations in the appeal and are investigating pursuant to NRS 293.12793(2).

November 8th IVGID Speech

Jim Cable, full-time resident and volunteer board member BBII

-I thank this board & Mike Bandelin for their attention to the helicopter issue at Diamond Peak.

-I understand this meeting needs to give specific guidance to attempt to amend the contract with NV Energy.

- This will require residents to wait yet another month to get this resolved, while many currently have their homes on the market with this hanging over any potential offer or escrow.

-The livestream clearly shows that trustee Schmitz expressed concern that was then echoed by others regarding any potential effect on residents. The conversation then quickly shifted to \$1000 per week instead of the proposed \$1000 per month, plus recapture. Brad Underwood then flat-out lied when he said the appropriate HOAs were contacted. I can assure you that our board was not contacted. We conferred with the other HOA's, and they were not contacted either.

-Trust is a very fragile commodity. NV Energy needs to understand that concept.

-This board then proceeded to approve the contract pending resident outreach and increased financials. As we all now know, NV Energy came through on the financials, but zero outreach was done. The residents got kicked to the curb. I reiterate that THIS BOARD NEEDS TO PUT THE CITIZENS OF THIS TOWN AHEAD OF FINANCIAL GAIN OR CORPORATE DESIRES.

-Everyone supports the work that NV Energy needs to do. We do not support the shifty way they went about getting this contract approved or the disingenuous way they handled themselves this past summer, particularly the way they addressed the concerns that have since been brought forth. They have avoided the press regarding interviews because the truth is NOT on their side. Instead, they issue lofty statements promoting the importance of their work and the obvious need to use helicopters to access the mountains. No one has ever disputed that. What they fail to address is the elephant in the room: using our backyards as a heliport. They can fly all they need to into the mountains. When they need to fly over our homes, they can do so at higher and safer altitudes as they will NOT be landing right next to us. They have been flying over Lakeshore and other communities where many of you live at higher, safer altitudes and it

was not a concern for any of you. They had to fly literally hundreds of feet above our homes so they could land and take off right next to us.

-Please avoid any amendment that allows NV Energy's noses under the tent they should have never been let into in the first place. Zero take-off and landings at Diamond Peak or anywhere in that valley is the ONLY option. No storage of fuel at Diamond Peak should be allowed. Based on your full knowledge of NV Energy's deceptive behavior thus far, I ask you to ensure that any language in any potential amendment is very specific and clear.

I sincerely thank you for your time and we all look forward to a swift and complete resolution to this issue.

Sometimes it is very hard to understand the logic developed by IVGID senior staff members. The agenda for a seasonal ice skating rink defies logic. The August, 2019 community services master plan evaluated an ice skating venue and determined that the best location was the Chateau parking lot and Golf driving range. It was a perfect fit providing the ability for skating, tubing and sledding. Facilities exist for a pay station, rental storage, restrooms and food and beverage if desired. The area also ties into cross country trails on the golf course. This location was well thought out. The project was considered a second tier recommendation and the plan was to just initiate discussions with the Ice Foundation to determine feasibility.

We haven't heard anything from the ICE foundation for almost 20 years. Ellie and I were initial donors and Bill Zink was the largest. It is not apparent who represents the ICE foundation, how much money is available and is it conforming under the law. Staff states that all foundation money remaining after the purchase will be given to IVGID. Will the foundation be wound up?

Bringing this on the agenda follows no board policies, no vetting by the Investment Committee, no analysis of operating revenues and expenses, no reason for a change of location, and no logical explanation of why the foundation would buy a package from ICE-America and in turn donate the package to IVGID. This probably has never been done in the real world. So what is the logic?

The statements made by Staff are remarkably. Anticipated to "break even" and "operations are to be performed with existing staff" are simply not true. Breaking even is far from reality. I obtained historical data from the Tahoe City director of winter services. The city has almost the same exact ice rink as proposed by staff. So here are the city's real annual numbers from 2019 to 2022 and the estimate for 2023.

- Annual visitors 9,261
- Average revenues \$147,000
- Average expenses \$385,000
- Average loss - \$238,000
- Average loss per visit \$25.70

So what would be the odds that IVGID can "break even"? What odds would be given to win a horse race when the horse and jockey are running in the wrong direction?

Why does IVGID staff continue to provide data especially on capital projects that is not thought out and is substantially incorrect? Proper disclosure is key. I see nothing wrong with an ice skate venue providing it is at the golf course and citizens do not mind paying for another subsidy which will largely accommodate visitors.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR NOVEMBER 8, 2023 MEETING –
AGENDA ITEM G(3) OF THE BOARD'S OCTOBER 25, 2023 MEETING – THE
POSSIBLE APPROVAL OF GRANITE CONSTRUCTION'S PROPOSED GMP2
AGREEMENT FOR PHASES 2-3 OF THE EFFLUENT PIPELINE PROJECT**

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff waste, incompetence, and a lack of financial transparency (have I left anything out?). Arising out of staff's request at the Board's October 25, 2023 meeting [agenda item G(3)] for the Board to approve entrance into a GMP2 contract with Granite Construction for completion of the Effluent Pipeline Replacement project at an estimated cost of approximately \$49,723,000. And that's the purpose of this written statement.

My E-Mails of October 22 And 23, 2023: At the Board's October 25, 2023 meeting staff attempted to get the Board to approve entrance into a GMP2 contract with Granite Construction for completion of the effluent pipeline replacement project. In anticipation of that attempted approval, on October 22 and 23, 2023 I sent e-mails to the Board sharing my opposition to that proposed agreement². I also pointed out that Trustee Noble was exceeding his limited authority to acknowledge receipt of communications directed to the Board, by providing copies to others he personally deemed appropriate. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

Conclusion: The so called professional construction management the public is relying upon (i.e., internal staff engineering), isn't being delivered. And when the numbers as I have shared differ so markedly from reality, something wrong is going on. And that's why a forensic audit is necessary. At the least. And the employees I have identified have to go. The Board should agendaize a matter on its next Board meeting calendar to consider possible termination of these identified employees. And please don't tell me Sara that the Board has no authority to terminate any employee other than the GM. Listen to:

1. NRS 318.180 which states "the board shall have the power to hire and retain agents, employees, servants, engineers and attorneys, and any other persons necessary or desirable to effect the purposes of this chapter;"

2. NRS 318.210 which states "the board shall have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted in this chapter" (if the board has the

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

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

power to hire employees, isn't the power to fire "necessary or incidental to or implied from" that specific power?); and,

3. NRS 318.015(1) which states "it is hereby declared as a matter of legislative determination that the...provisions of this chapter shall be broadly construed." The Board has the power! Right Mr. Nelson?

Don't you see that it just goes on and on. Business as usual. Never a reveal of the truth. Never the full transparency staff represent. Never correcting past wrongs. Never learning from our mistakes. It's all just "water under the bridge" as Trustee Tonking would say. And you wonder why we lose nearly \$7M annually and that's the justification for our Rec and Beach Fees? I might have been born at night. Just not last night!

And you wonder what your Recreation ("RFF") and Beach ("BFF") Facility Fees actually pay for? And why the utility rates we pay have skyrocketed in recent years? Because of the lack of professionalism of staff. I've now provided more answers.

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

EXHIBIT "A"

Re: Oct 25, 2023 BOT Meeting - Agenda Item G(3) - Review of Costs/CMAR Fees Incurred For Phase 1 of The Effluent Export Pipeline Replacement Project, And Costs/CMAR Fees to Be Incurred For Phase 2 of That Project

From: <s4s@ix.netcom.com>
To: "Dave Noble" <noble_trustee@ivgid.org>
Cc: "Matthew Dent" <dent_trustee@ivgid.org>, "Sara Schmitz" <trustee_schmitz@ivgid.org>, "Michaela Tonking" <tonking_trustee@ivgid.org>, "Ray Tulloch" <tulloch_trustee@ivgid.org>, "Mike L. Bandelin" <MLB@ivgid.org>
Subject: Re: Oct 25, 2023 BOT Meeting - Agenda Item G(3) - Review of Costs/CMAR Fees Incurred For Phase 1 of The Effluent Export Pipeline Replacement Project, And Costs/CMAR Fees to Be Incurred For Phase 2 of That Project
Date: Oct 23, 2023 8:00 AM

Thanks Trustee Noble -

Now why did you send copies of what is supposed to be nothing more than your acknowledgment of receipt on behalf of the Board to our interim GM and Ms. Nelson? I can understand why you would do something like this. But that's not supposed to be the purpose of your sending me acknowledgment of receipt of Board communications. And you know this.

Which tells all of us where your head is really at. And your mis-application of the authority the Board has given you to acknowledge Board communications. You're such a biased, slobbering lover of our incompetent/unethical/grossly overpaid senior staff, it's disgusting. You more than any other member of the Board understand what constructive fraud is. And that the actions/failure to act of Ms. Nelson amount to constructive fraud. And yet you do nothing.

It's going to come back to bite you in the behind when you realize next fiscal year we're out of money! Why? Because according to you our staff are our most important asset. Right! Congratulations. Aaron Katz

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

From: Dave Noble <noble_trustee@ivgid.org>
Sent: Oct 23, 2023 7:40 AM
To: s4s@ix.netcom.com <s4s@ix.netcom.com>
Cc: Matthew Dent <dent_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, Michaela Tonking <tonking_trustee@ivgid.org>, Ray Tulloch <tulloch_trustee@ivgid.org>, Mike L. Bandelin <MLB@ivgid.org>, Kate Nelson <ksn@ivgid.org>
Subject: Re: Oct 25, 2023 BOT Meeting - Agenda Item G(3) - Review of Costs/CMAR Fees Incurred For Phase 1 of The Effluent Export Pipeline Replacement Project, And Costs/CMAR Fees to Be Incurred For Phase 2 of That Project

Mr. Katz,

The IVGID BOT has received your correspondence.
Each Trustee will individually decide what, if anything, to do with the information provided.

David Noble
Secretary, IVGID BOT

From: s4s@ix.netcom.com

Sent: Sunday, October 22, 2023 12:57:14 PM

To: Matthew Dent

Cc: Sara Schmitz; Michaela Tonking; Dave Noble; Ray Tulloch

Subject: Oct 25, 2023 BOT Meeting - Agenda Item G(3) - Review of Costs/CMAR Fees Incurred For Phase 1 of The Effluent Export Pipeline Replacement Project, And Costs/CMAR Fees to Be Incurred For Phase 2 of That Project

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

Chairperson Dent and Other Honorable Members of the IVGID Board -

Well as usual, here's "another one" as my friend DJ Kahled continuously tells us. It just goes on and on and on. And never, never, ends. When are you Board members going to wake up?

Here staff asks the Board for authority to "finalize a contract for the completion of Phase 2 of the Effluent Export Pipeline (project) with Granite Construction as CMAR under GMP2." And this is without the benefit of a competitive bid process. Staff admits that its prior opinion of construction costs ("OPCC") shared with the Board in July of 2023 did not include a competitive subcontractor bidding process because staff was too busy. But now they're not.

Under "alternatives" to staff's proposal at page 282 of the Board packet for this meeting they tell the Board "there are no advisable alternatives proposed...at this time." Really? Well I have some proposals:

1. Do not approve staff's proposal. Like most of our wonderful employees, staff are not competent to negotiate anything with anyone;
2. Direct staff to put this portion of the project out for public bid. For the reasons below we can't trust Granite Construction. And since construction cannot take place until next spring, we have plenty of time. Don't we?
3. Enter into negotiations with Granite to recover the portion of the 14% surcharge staff paid Granite without Board approval; and,
4. Agendize for a future meeting the possible termination of Hudson Klein's and Kate Hudson's employ with the District.

Justification for the above-recommendations follows:

Although phase 1 of project cost \$14M (see page 281 of the Board packet for this meeting), with inclusion of proposed phase 2 project costs, "the current total project cost estimate (now stands at)...\$62.7M following the closeout of GMP1 and the 'release' of unused risk/contingency/admin budget" (see page 282 of the Board packet for this meeting). To get the Board to say yes now, staff disingenuously assert that this finalized contract "reduc(es) in the aggregate (the) CMAR fee (refer to Section VI - Comments)" [see page 282 of the Board packet for this meeting]. That reduction is described as follows: "GMP2 includes an allowance for the previously agreed 14% CMAR fee. However, as part of GMP2 contract negotiations, Granite Construction recommended removal of the pipeline material purchase from direct pipe installation unit rate...and to instead apply a reduced 5% administration and handling fee to the material purchase. The result to the GMP2 overall CMAR fee (i)s a net reduction from 14% to 12.7% (\$466k or 8% of total project CMAR fee (see page 283 of the Board packet for this meeting)." To staff that's what this is all about. Granite Construction's CMAR fee. But to me it's more evidence of wonderful staff incompetence. Again. Or maybe something far worse!

For instance. Who agreed to the previous 14%? The Board certainly never did. According to <https://ourivcbvoice.com/deficient-contract-raises-specter-of-false-claims-fraud/>, "in early June, 2023, the Board was

made aware that the Construction Manager's Fee Percentage was missing from the contract (approved by the Board) – when a resident alerted them. In the Board meeting of Aug 30, 2023, Trustees Schmitz and Tulloch asked questions about a 14% Construction Manager's Fee Percentage (staff were apparently paying notwithstanding)...the contract is SILENT on the Construction Manager's Fee Percentage...Granite has been...submitting invoices and (unbelievably,) IVGID (staff) has been paying the(m)." This is an act in violation of staff's fiduciary duties owed to the IVGID Board and the public. And where I come from, it's called constructive fraud Kristi Wells and the remainder of your cohorts who assert there's no evidence of fraud.

So what we have here is a disingenuous attempt by Granite in cahoots with our stupid staff to throw the Board a bone by reducing the 14% they have been wrongfully billing and receiving to 12.7% in consideration of closing the door on past overpayments and rushing through approval for the rest of the project. And why the reduction to 12.7%? We are told "a reduced 5% administration and handling fee to the (pipe) material purchase" the District acquired on its own and for which I thought there was to be no CMAR fee. Why would Granite be entitled to anything associated with the District's independent purchase of this material?

Moreover, there never has been an agreement that Granite be paid a 14% fee for acting as a CMAR, let me say that there's nothing reasonable about 14%. Nor 12.7% for that matter. For all of these reasons, I say NO to staff's request. Withhold authority. The CMAR fee needs to be substantially less, and the District requires a credit for the excess CMAR fees Granite received. And now that we have time to go out to public bid, I ask that the Board direct staff to go out to public bid. Let's find out how reasonable this 14% fee really is.

And remember. It's not just Granite and its 14%. It's the hundreds of thousands of dollars in staff time spent cahooting with Granite. That's right. You don't fund revenues for Mr. Klein and Ms. Hudson and Co. Rather, they bill out their time at \$150+ per hour. We don't need to be paying staff this kind of money "to finalize a contract for the completion of Phase 2 of the Effluent Export Pipeline" project when they've acted as they have to the detriment of the public.

And this isn't the first such episode involving Kate Nelson. According to Indra, Ms. Nelson was present at the meeting with Mr. Duffield's representative involving his proposed modifications to the proposed Rec Center expansion. It was at that meeting where Duffield allegedly made clear that unless the Board unanimously approved these modifications, they "carrot" of a \$25M donation would be pulled. So she knew.

And then at the following Board meeting where staff presented the proposed modifications for approval, our Ms. Nelson participated in the presentation to the Board. And during that presentation, NOT ONCE, did she share with the Board that this most important aspect of the project was necessary as a pre-requisite to Duffield's alleged \$25M donation. Whose interests was Ms. Nelson protecting? Certainly not the public.

And now I've been alerted to yet another example of Kate Nelson wrongdoing. The current Mountain Golf Course cart path sealing and surrying project calls for the payment of \$0.XY per lineal foot of sealing. So Ms. Nelson has approved 30K lineal feet of this sealing when I have been informed the true number is closer to 3K lineal feet.

And then we need to deal with our dirty staff. Every time I find incompetent, unethical, overpaid staff who have exchanged their 100% loyalty owed to the public to the District vendors they deal with, I call for their firing. And unfortunately, that's what we have again. If the contract with Granite doesn't call for the payment of any add'l fee as and for its acting as a CMAR, where does staff get off approving payment of anything? Why didn't staff come back to the Board and ask for instructions? And why the 14%? Who came up with this number? And is it reasonable? In fact, let's talk about the contract as a whole. It does NOT provide for a guaranteed maximum price ("GMP"). Pricing is contingent upon this, that, and one another. Well if it's not a GMP, then it's not a CMAR contract because a GMP is the feature which makes a CMA a CMAR! So when staff advertises the project for public bid, let's make sure we get a CMAR contract this time.

The so called professional construction management the public is relying upon, isn't being delivered. And when the numbers as I have shared differ so markedly from reality, something is going on. And that's why a forensic audit is necessary. At the least. And employees like Ms. Nelson have to go. So just like Susan Herron and Rich Allen, the Board should agendize a matter on its next Board meeting calendar to consider possible termination of Hudson Keith's and Kate Nelson's IVGID employ. And please don't tell me Sara that the Board has no authority to terminate any employee other than the GM. Listen to:

1. NRS 318.180 which states "the board shall have the power to hire and retain agents, employees, servants, engineers and attorneys, and any other persons necessary or desirable to effect the purposes of this chapter;"
2. NRS 318.210 which states "the board shall have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted in this chapter" (if the board has the power to hire employees, isn't the power to fire "necessary or incidental to or implied from" that specific power?); and,
3. NRS 318.015(1) which states "it is hereby declared as a matter of legislative determination that the...provisions of this chapter shall be broadly construed."

The Board has the power! Right Mr. Nelson?

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR NOVEMBER 8, 2023 MEETING –
AGENDA ITEM G(2) OF THE BOARD'S OCTOBER 25, 2023 MEETING – THE
POSSIBLE PURCHASE OF SIX (6) TORO PUSH LAWNMOWERS**

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff waste, incompetence, and a lack of financial transparency (have I left anything out?). Arising out of staff's request at the Board's October 25, 2023 meeting [agenda item G(2)] for the Board to authorize purchase of six (6) Toro push lawnmowers at a cost of \$109,404.48 which had allegedly reached the end of their useful lives. And that's the purpose of this written statement.

My E-Mail of October 26, 2023: At the Board's October 25, 2023 meeting staff attempted to get the Board to approve its request to purchase the above-mentioned Toro lawnmowers. Given staff failed to share the hours' use of each of those lawnmowers, the next day I made a public records request. And later that day, Ms. Herron provided the information; 587-593 hours each. I also asked for logs from the District's Fleet Department, identifying all service and maintenance work provided to our current fleet of similar lawnmowers since their delivery in May of 2019. Ms. Herron provided these records as well, which totaled over \$103K of internal services time and materials spent.

On October 26, 2023 I sent an e-mail to the Board sharing these material facts and records, suggesting staff was being 100% irresponsible, and that the proposed purchase of replacement lawnmowers should be suspended². Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

Conclusion: Our entire Fleet department is incompetent. And their logged records of servicing and maintaining our fleet of Toro push lawnmowers are untruthful. Yet our three or more staff persons bill out their time at close to \$90 per hour on average. And for what? I would call this "fraud" but for the fact again that that 81 year old lady in the back of the room, in concert with her buddies Kristi Wells and Linda Kahrs, and maybe even Trustee Noble, would accuse me of wrongfully calling out our beloved staff for fraud when according to Mr. Magee, there's no evidence of fraud. So I won't.

Why does this happen? Over and over and over again? Because the Board has refused to budget funding for Internal Services. Instead, it disingenuously asserts that Internal Services provides necessary services to IVGID's other departments and as such, these other departments provide the funding for Internal Services. That means Internal Services employees like fleet are pressured to generate enough yearly billings to cover the costs budgeted (which are mostly for personnel). This

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

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

explains why unnecessary equipment repairs and maintenance are performed. And unnecessarily. And the hourly rates we are assessed are far greater than those of the private sector. And anything that comes out of the mouths of these people is biased and dis-believable because at the end of the day, they have to prove the justification for their existence. It's the IVGID way. The IVGID culture. And how dare someone like me expose the dirty truth!

It just goes on and on. Business as usual. Never a reveal of the truth. Never the full transparency staff represent. Never correcting past wrongs. Never learning from our mistakes. It's all just "water under the bridge" as Trustee Tonking would say. And you wonder why we lose nearly \$7M annually and that's the justification for our Rec and Beach Fees? I might have been born at night. Just not last night!

We don't need new Toro lawnmowers. We don't need our Fleet Dep't. We don't need the Superintendent of Fleet. And we sure as hell didn't need Darren Howard. Each of you was elected to be our eyes and ears. You each took an oath of office, under penalty of perjury no less. According to Trustee Noble each of you was elected to make the hard decisions. Well wouldn't you say the time has come to open your eyes and ears? And to make the hard decisions? We're listening!

And you wonder what your Recreation ("RFF") and Beach ("BFF") Facility Fees actually pay for? And why the utility rates you pay have skyrocketed in recent years? Because of the lack of professionalism of staff? I've now provided more answers.

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

EXHIBIT "A"

Fw: RE: Public Records Request - Hours of Usage and Service Records Associated With the 6 Toro Lawnmowers Rich Allen Asserts Have Reached the End of Their Useful Lives and Require Replacement

From: <s4s@ix.netcom.com>
To: "Dent Matthew" <dent_trustee@ivgid.org>
Cc: "Schmitz Sara" <schmitz_trustee@ivgid.org>, "Tonking Michaela" <tonking_trustee@ivgid.org>, "Tulloch Ray" <tulloch_trustee@ivgid.org>, "Noble Dave" <noble_trustee@ivgid.org>, "Bandelin Mike" <mike_bandelin@ivgid.org>
Subject: Fw: RE: Public Records Request - Hours of Usage and Service Records Associated With the 6 Toro Lawnmowers Rich Allen Asserts Have Reached the End of Their Useful Lives and Require Replacement
Date: Oct 26, 2023 9:14 PM
Attachments: Service Records.pdf, Request.pdf

Chairperson Dent and Other Honorable Members of the IVGID Board -

Please find below and attached my public records request and Ms. Herron's response insofar as the six (6) Toro push lawnmowers which were the subject of last evening's Board meeting. Because Mr. Allen didn't share the hours of usage for the six (6) lawnmowers, their probable useful lives based upon that usage, nor the amounts we've spent servicing, maintaining and repairing these lawnmowers, I made the subject records request to learn the truth. And now we have some facts to base some conclusions upon. And they're not good.

Let's start with the obvious. What is the useful life for a very high end lawnmower like these six (6) Toro models before it requires major overhauling and repair? It's hard coming up with a number but according to various sources I have learned of, the number is in the thousands of hours per lawnmower. How many thousands of hours? I can't tell you. But it appears the answer is several thousands of hours.

How much longer where the lawnmowers are regularly serviced and maintained? Even more thousands of hours? How many more thousands? I can't tell you. But I can tell you we are supposed to have a professional and competent fleet department in house which allegedly exists to furnish professional servicing and repair of our vehicles and equipment at a fraction of what the cost would be if we went out to the private sector.

How about we find out? How about one or more of you trustees call up the proposed vendor for these lawnmowers? The staff memo in support of this purchase states that "The District received six (6) separate quotes for the mowers" as well as a "purchase order agreement with Turf Star Western for the six (6) Toro Greensmaster Flex 1021 Mowers." Since staff have not included the quotes or purchase order agreement with their memo, how about one or more of you get copies? Take a look at the name and telephone number for the salesperson. Then how about you give him/her a call. Explain you are a trustee being asked to approve purchase of six (6) of these mowers with public funds, and before you can vote in favor, you would like to know the useful life of these mowers defined in hours of use. Also while you have him/her on the phone, ask him what kind of repairs we can expect will be required once these mowers reach the end of their useful lives? Ask if they have a factory refurbishment program as does Caterpillar for its loaders?

Or are you going to respond that you can't do any of this? Because if you did, you would be accused of "micro-managing." Even though so far you have no evidence of "managing" to "micro" about. I'd call Turf Star Western directly myself, but I'm certain staff have instructed the relevant salesperson to not speak to me just the way Mr. Koons from HDR Engineering was instructed by Brad Underwood to not speak to me about his utility rate study.

Continuing, so bottom line, how come our lawnmowers have outlived their useful lives with under less than 600 hours of use a piece for the last five (5) years? And to put this question in perspective, that would be roughly 115 hours per year on average. And since we only use our lawnmowers 5-6 months per year, that's would be roughly 23 hours per month. And how many hours do we use these lawnmowers on a weekly basis? That would be roughly 5.3 on average. So you're telling me that a bit over 5 hours of usage per week for five (5) years is the useful life of each of our proposed \$18.2K lawnmowers? I don't think so. It doesn't pass the "smell" test.

More evidence this conclusion is flawed. Our former fleet of Champ Course Toro push lawnmowers lasted seven (7) years before they were replaced in 2019. Based upon what I have learned, we probably didn't need to replace those mowers when we did. But assuming we did, for purposes of argument, how come those lawnmowers lasted 40% longer than our current fleet of mowers?

Next, let's assume for the moment that Mr. Allen's determination that our six (6) current Toro lawnmowers have reached the end of their useful lives. Don't you think he would have had our crack fleet department examine that equipment and render the conclusion Mr. Allen advanced? Well if you take a look at the service records attached, you will discover that there was no such examination nor determination made by our fleet staff. So how is it that Mr. Allen was able to come up with the conclusion he did?

Because years ago former GM Bill Horn instructed staff to come up with a summary of useful lives for all the capital vehicles, equipment and repairs we make. And these numbers went into a 20 year CIP plan. And there have been no updates made to this plan. In fact it has been intentionally hidden from the public. So employees like Mr. Allen look at this plan and conclude it's time to replace equipment because the plan states it has reached the end of its useful life. No independent examination. No updates to the plan because today's lawnmower is superior to the one manufactured twenty (20) or more years ago and is by design intended to last longer (just look at automobile warranties for instance). No independent thinking. No evaluation if the useful life indicated in the plan was valid in the first place. Just look at the summary and when the time period is up according to the summary, that's it!

Finally, what do we have a crack fleet department for? Let's assume these lawnmowers reach the end of their useful lives. And require refurbishment. Since we already have the labor in-house, what exactly is the problem with refurbishment? How is it we incur more cost than if we purchased new and allegedly didn't have to spend the refurbishment costs (although as you will see below, we incur those costs whether or not we purchase new).

But I am afraid it's far worse than this.

I'm not going to point out each and every bogus entry in the attached summary. I will leave that to each of you. But don't you find it interesting that when the fleet department has allegedly performed "x" hours of work for a single task on a single lawnmower, the amount charged is identical for each of the remaining five (5) lawnmowers?

Don't you find it interesting that when some sort of repair is performed on a lawnmower, it is replicated for several of the lawnmowers?

Don't you find it interesting that our staff has performed repairs on some of our current lawnmowers even when the lawnmowers were under factory warranty (2 years)?

Don't you find it interesting that staff hasn't negotiated a four (4) year factory warranty or price concession on these lawnmowers because we only use our lawnmowers 5-6 months per year and can't take advantage of the remaining 6 months worth of warranty per year?

Don't you find it interesting that the time allegedly spent on these lawnmowers exceeds the hours in a work day? Here's

an example. On May 1, 2019 "Travis" allegedly spent 1.2 hours per lawnmower picking it up and setting it up. Putting aside the question whether any professional staff time should have been spent on these tasks, that's a total of 7.2 hours. And with breaks and time off for lunch, that's a full IVGID workday. But let's continue.

Travis allegedly had time left over in the day to adjust the cutting height of the cutting blades for each of the six (6) lawnmowers. So he billed another 1.2 hours per lawnmower (for a total of another 7.2 hours).

But wait there's more. Our little Travis then billed an additional 1.6 hours of his time for sharpening each lawnmower's cutting blades. That's another 9.6 hours of time for the six (6) lawnmowers. All told that's 24 hours of billing. In a single day.

But wait. It gets better.

Let's go to May 2, 2019. Our little Travis billed out another 6 hours of his time taking delivery of and setting up 3 of the lawnmowers he allegedly took delivery of and set up the day before. And on May 3, our Travis billed out another 6 hours of his time taking delivery of and setting up the remaining 3 lawnmowers he allegedly took delivery of and set up on May 1, 2023. I don't know what you people call what I have described, but in the legal profession, it's called billing churning. In other words, culprits are accused of manufacturing more billable hours in a work day than the number of potential hours in the day. In other professions it's called double billing. I don't want to call it "fraud" because then that 81 year old lady in the back of the room in concert with her buddies Kristi Wells and Linda Kahrs, and maybe even Trustee Noble, will accuse me of wrongfully calling out our beloved staff for fraud, when according to Mr. Magee, there's no evidence of fraud.

For another example of everything that's wrong with fleet, take a look at the August 31, 2023 entries in the attached service records for "shop clean-up." 1.3 hours per lawnmower attributable to Travis, and an additional .1 hours to his co-worker Wes. That's a total of 1.4 hours per lawnmower or a combined 8.4 hours for all six (6) lawnmowers in a single day for "shop clean-up."

But wait there's more. Travis and Wes had a combined 2.8-3.1 hours in the day left over to re-adjust the cutting height of all six (6) lawnmowers (apparently only half the lawnmowers required .5 hours/each of Wes' time. The other half required just .2 hours/each). That's an additional 17.7 hours of time allegedly spent on these lawnmowers.

That's a total of 26.1 billable hours for August 31, 2023.

First of all, please explain to me what shop clean up has to do with equipment servicing, maintenance and repair? And remember we're talking about an average billing rate of nearly \$90/ hour (\$97,496.50 divided by 1,110.2 hours). Nearly \$900 under the guise of "equipment maintenance?"

And please explain to me why on May 1, 2019, when the lawnmowers were new and Travis wasn't as familiar with them as he was five (5) years later, adjusting the height of the mowers' cutting blades was only a one man job, and it only took him 1.2 hours of his time? When on August 31, 2023 it became a two man job with an expenditure of as much as 3.1 hours of time.

I'm not going to go through every entry on the 17 pages which have been provided. I will leave that to you. However suffice it to say, these billings are phony as hell. You don't need to be a forensic auditor to come to this conclusion. They are not to be believed. And I don't want to hear any "johnny-come-lately" excuses. They're as phony as hell. And they're fraudulent.

Okay. So who reviewed these phony records? Who approved their payment from one or more of our other accounting

funds (like Champ Golf)? Who alerted the Board to the fact that the alleged servicing and maintenance of these six (6) super-duper mowers was costing us MORE than the cost of the mowers themselves (the mowers cost roughly \$14K each in 2019 for a total of \$84K)? Who was evaluating whether these mowers should be leased versus purchased given the essential no salvage value at the end of their useful lives? Well staff again. What staff? For starters, Rich Allen. And then our super-duper former Director of Community Services, incompetent Darren Howard. That's right! Incompetent. And now you have additional evidence. And of course, ultimately, Indra Winquest. And I have been cautioned again, that I shouldn't criticize any of these wonderful employees, because that would be just mean. Or harassing. Or stalking. Right!

Next. Consider that I have shared with you only service, maintenance and repair records for six (6) lawnmowers. What do you think we'd discover if we examined the same kinds of records for all vehicles and equipment serviced by our wonderful fleet department?

And if any of you think what I have described is unique to our fleet department, I've got a couple of bridges in Incline Village I'd like to sell you. Because I believe what I have described takes place EVERYWHERE. It's rampant. I've already given you evidence of this fact. And I will do so again with Engineering. Below.

Our entire engineering department is incompetent at least when it comes to negotiating anything with anyone. And they're completely incompetent when it comes to managing any construction project. Yet our three staff persons bill out their time at \$130-\$150 per hour. And for what? We have a professional CMAR hired to manage the pipeline project. So why do we need Hudson Klein and Kate Nelson? We have a contract approved by the Board for this project, and yet these two employees have ignored that contract and unilaterally approved payment to Granite Construction for CMAR services. Have these wonderful employees come to the Board to alert each of you that there's a problem with the GMP1 contract? Have they told you that they've negotiated a 14% CMAR fee when the going fee industry wide is 4%-6% and the contract says nothing? Have they told you that they have been approving payment of this 14% fee to Granite? For how long? Who are these people working for? I would call this "fraud" but for the fact again that that 81 year old lady in the back of the room in concert with her buddies Kristi Wells and Linda Kahrs, and maybe even Trustee Noble, would accuse me of wrongfully calling out our beloved staff for fraud when according to Mr. Magee, there's no evidence of fraud. So I won't.

Why does this happen? Over and over and over again? Because the Board has refused to budget funding for Internal Services. Instead it disingenuously asserts that Internal Services provides necessary services to IVGID's other departments, and as such, those other departments provide the funding for Internal Services. That means Internal Services employees like fleet and engineering are pressured to generate enough yearly billings to cover the costs budgeted (which are mostly personnel). This explains why unnecessary equipment repairs and maintenance are performed. And unnecessary construction management is performed. And the hourly rates we are assessed are far greater than those of the private sector. And anything that comes out of the mouths of these people is biased and unbelievable because at the end of the day, they have to prove the justification for their existence. It's the IVGID way. The IVGID culture. And how dare someone like me expose the dirty truth!

It just goes on and on. Business as usual. Never a reveal of the truth. Never the full transparency staff represent. Never correcting past wrongs. Never learning from our mistakes. It's all just "water under the bridge" as Trustee Tonking would say. And you wonder why we lose nearly \$7M annually and that's the justification for our Rec and Beach Fees? I was born at night. Just not last night!

We don't need new Toro lawnmowers. We don't need our Fleet Dep't. We don't need the Superintendent of Fleet. And we sure as hell didn't need Darren Howard. Nor Indra Winquest. These are the facts. Each of you was elected to be our eyes and ears. You each took an oath of office, under penalty of perjury no less. According to Trustee Noble each of you was elected to make the hard decisions. Well wouldn't you say the time has come to open your eyes and ears. And to

make the hard decisions? We're listening!

Respectfully, Aaron Katz

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

From: Susan A. Herron <sah@ivgid.org>
Sent: Oct 26, 2023 10:58 AM
To: s4s@ix.netcom.com <s4s@ix.netcom.com>
Subject: RE: Public Records Request

Mr. Katz,

Attached are the service records as requested and below are the hours on each mower:

The hours for the mowers are:

- #797; 591 hours
- #798; 593 hours
- #799; 593 hours
- #800; 588 hours
- #801; 588 hours
- #802; 587 hours

Susan

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

From: s4s@ix.netcom.com
Sent: Thursday, October 26, 2023 7:41 AM
To: Info IVGID
Cc: Susan A. Herron
Subject: Public Records Request

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

Attached -

Form would not allow insertion of date.

Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR NOVEMBER 8, 2023 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – REQUEST TO AGENDIZE MATTER
FOR CREATION OF CITIZENS' COMMITTEE TO NEGOTIATE WITH GRANITE
CONSTRUCTION INSOFAR AS MATTERS PERTAINING TO ITS ROLE AS
CONSTRUCTION MANAGER AT RISK (“CMAR”) FOR THE EFFLUENT
PIPELINE PROJECT**

Introduction: Well here's yet “another one” as my friend DJ Kahled would say¹. More evidence of staff waste, incompetence, refusal to comply with contracts the Board has entered into, faulty construction management, and a lack of financial transparency (have I left anything out?). Arising out of our internal services engineering departments management of the effluent pipeline replacement project. And this is the purpose of this written statement.

My E-Mail of October 29, 2023: On October 29, 2023 I sent an e-mail to the Board alerting members to the need for a competent, professional, citizens committee to deal with Granite Construction over the effluent pipeline project, inasmuch as staff had admitted at the Board's October 25, 2023 meeting [see agenda item G(3)] they were incapable of negotiating anything further². Rather than regurgitating the contents of my e-mail any further, I simply refer the reader to the contents of Exhibit “A.”

Conclusion: So there you have it. Sit on your hands and do nothing while the clock continues to tick. Or take advantage of the skills, expertise and willingness to do what's best for our community that the members of our community I have identified exhibit to resolve the problems I have identified above caused by our wonderful staff. It's up to you.

And you wonder what your Recreation (“RFF”) and Beach (“BFF”) Facility Fees actually pay for? Andy why the utility rates you pay have skyrocketed in recent years? Because of the lack of professionalism of staff? I've now provided more answers.

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

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

² That e-mail is attached as Exhibit “A” to this written statement.

EXHIBIT "A"

Request For Special Meeting to Create Qualified Citizens Committee to Negotiate Effluent Pipeline Billing/Project Issues With Granite Construction

From: <s4s@ix.netcom.com>
To: Dent Matthew <dent_trustee@ivgid.org>
Cc: Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>, Herron Susan <Susan_Herron@ivgid.org>, Bandelin Mike <mike_bandelin@ivgid.org>
Subject: Request For Special Meeting to Create Qualified Citizens Committee to Negotiate Effluent Pipeline Billing/Project Issues With Granite Construction
Date: Oct 29, 2023 4:41 PM

Dear Chairperson Dent and Other Honorable Members of the Board -

Based upon staff's admissions last Wednesday night, I urge you to consider the following:

Call for a special meeting at the earliest opportunity to:

- * Create a citizens committee to deal with Granite Construction ("Granite"); and,
- * Instruct staff to STOP any further payments to Granite associated with GMP1 pending some agreement.

Here are the reasons why:

- * Staff have agreed, without Board approval by the way, to payment of and they actually have paid Granite a CMAR fee pegged at 14% of the GMP1 portion of the effluent pipeline project. Although there is a GMP1 agreement, nowhere therein does it provide that Granite be paid any CMAR fee. Moreover, in previous negotiations between Granite and IVGID staff, it has always been stated that any such fee would be subject to future negotiations; negotiations which have never resulted in an agreement;
- * Staff have agreed, again without Board approval, to payment of and they actually have paid Granite a CMAR fee of 14% on top of the District's direct purchase cost of roughly \$1.4M for approximately 8,500 lineal feet of pipeline materials from Western Nevada Supply ("Western Nevada"). This payment was expressly CONTRARY to staff representations made to the Board at its December 14, 2022 meeting;
- * At the Board's last meeting, staff admitted they are incapable of negotiating anything more with Granite. As the Board knows, I and others have been and currently are of the opinion our staff aren't capable of negotiating anything. Especially on the magnitude of a project like this one;
- * Staff have admitted that any CMAR fee applicable with any comparable alternative contractor would likely be millions of dollars less than the fee Granite demanded under GMP1, and is proposing under GMP2;
- * Hudson Klein's totally inappropriate chicken little "sky is falling" tactics were intended to coerce the Board into approving a crappy contract with Granite. In other words, he demonstrated more concern for a vendor than what he exhibits to the public; and,
- * How is it possible SilverState Law Group could have competently reviewed and approved a contract like GMP1 which calls for no CMAR fee? Without at least addressing its omission?

And if the above reasons are not sufficient to support someone else entering into the fray, here are some additional thoughts for your consideration.

* The Board should not be burdened with these contractual details and negotiations. Staff admittedly needs help. The facts are the facts. I have been saying for years that by-and-large our staff are incapable of negotiating their way out of a paper bag. And over the years I have been proved correct. Until now you've been relying upon the admitted lack of expertise of two staff persons in engineering. I'm sorry. This would be malfeasance to the nth degree if you were to continue with Kate Nelson and Hudson Klein;

* Just listen to your staff. They continue to represent that there is a CMAR fee due Granite under GMP1 and it stands at 14% with no evidence whatsoever that any fee has ever been agreed to by the Board;

* Further, staff continue to represent that there is a 14% CMAR fee due Granite under GMP1 for the approximate \$1.4M the District directly paid to Western Nevada for pipe material. This would be **CONTRARY** to the following staff representations made to the Board at its December 14, 2022 meeting. Let me quote former Director of Public Works Underwood at page 285 of the Board packet for its December 14, 2022 meeting where it approved purchase of this pipe from Western Nevada:

"The team (has) identified a cost saving opportunity if IVGID purchases the pipeline materials and appurtenances directly rather than Granite. **There is a cost savings of sales taxes and the CMAR fee** that for this purchase is approximately \$328,000." In other words, if we purchase and store the pipe product on our own, we will save the applicable CMAR fee on that purchase amount."

But wait a minute Mr. Klein. Where are the cost savings? Where is the elimination of "the CMAR fee for that purchase?" At page 285 of the Board packet for last Wednesday's Board Meeting didn't you tell us that "as part of GMP2 contract negotiations, Granite...recommended removal of the pipeline material purchase from direct pipe installation unit rate (of 14%)...and...instead **appl(ied) a reduced 5% administration and handling fee to the material purchase?**" Didn't you tell us that "GMP2 includes an allowance for the previously agreed (even though there was no such agreement) 14% CMAR?" In other words, even though Granite is entitled to be paid a 14% CMAR fee on our pipe purchase, Granite was willing to drop that fee to 5% for "administration and handling" in consideration of our agreeing to the proposed GMP2? Which means you agree a CMAR fee is due on our separate purchase of pipe material even though on December 14, 2022 your department head represented the exact opposite?

If there was no elimination of the CMAR fee on our separate purchase of pipe material, then why did the District choose to make this purchase directly rather than through Granite? Why did the District arrange for the pipe's delivery? its storage? Why did it assume liability for damage/warranty claims? What administration and handling was furnished by Granite for which it was entitled to a CMAR fee? Moreover, where did the Board ever approve paying Granite a 14% fee for its services as a CMAR associated with the District's purchase of this pipe? Or any other fee at all?

The fact of the matter is that Mr. Klein's representations of fact are outright lies. And if the Board didn't have someone like me to point out those lies, you would blindly accept the representations and recommendations of our deceitful staff. Especially you, Trustee Noble, who slobbers in his unwavering support for what we see are incompetent staff.

And please don't tell me it's not fair to pay Granite Construction nothing for the administrative and handling work advanced soliciting bids for the pipe material the District separately purchased. At the Board's October 12, 2022 meeting it approved staff's request for a "work order" to pay Granite for its solicitation of such bids. In other words, Granite was paid. I don't know the amount but apparently it was acceptable to both staff and Granite. So why the need or justification for more? So why does Mr. Klein now represent the exact opposite? Just listen to him at page 285 of the Board packet for last Wednesday's Board Meeting:

So do you see, not only do we have a problem with Granite, we have one with our staff? So what do we do?

* At the Board's July 12, 2023 meeting, at Agenda Item G(4), the Board approved the creation of two citizen committees (capital projects and golf) because of the "interest...in trialing board appointed committees." The stated "goal of board appointed committees (wa)s to engage and leverage the skills and expertise of community members to assist the board in moving initiatives forward." For the same reasons, nothing stops the Board from creating now a third citizen's committee for this specific project; negotiating a settlement with Granite with respect to the subject portion(s) of the effluent pipeline project.

* Staff lacks the expertise necessary to deal with Granite. Staff has as much admitted this fact. And members of the community have the skill and expertise to assist the Board in moving forward with the effluent pipeline project. So why not give these members of our community the opportunity to demonstrate what they can accomplish? Especially given the fact these members are willing to donate their time, skill and expertise for no compensation whatsoever.

* According to the Board's committee policy, "Committees shall comprise of up to 4 At-Large community members appointed by the Board of Trustees (and a)...Board appointed trustee." I am asking for a citizens committee to deal with Granite insofar as negotiating a proposed settlement to our three existing problems are concerned. Here are the three problems as I see them (I have included a fourth and fifth because they deal with negotiating chips the committee will probably require to result in a successful outcome):

1. To the extent we've been paying Granite a 14% CMAR fee on GMP1, including our pipe purchase from Western Nevada, we've overpaid. Pure and simple! The contract we entered into with Granite provides for no CMAR fee whatsoever. So why pay anything? I am not saying Granite is not entitled to a fee. But I am saying it is not entitled to one under GMP1, and it's not entitled to a 14% fee under any circumstance.

Moreover, Granite is not entitled to any surcharge on the District's direct purchase of pipe from Western Nevada because it administered and handled nothing. And we never agreed to pay them anything. And before the Board decided to purchase this pipe directly from Western Nevada, staff expressly told us that such purchase would **not** be subject to any surcharge fee in Granite's favor.

For these reasons, we need to negotiate a settlement as to what remaining amount is legitimately owed on GMP1.

2. I am informed we still owe Granite approximately \$3M towards the GMP1 contract. I say STOP all further payments until we have an opportunity to negotiate a settlement. And if we're unable, I say let the chips fall where they may.

3. Originally this project was supposed to have been carried out in four (4) phases, over 3-4 years. Now it appears there will only be two phases. GMP1 and GMP2. And according to Granite, still over then next 2-3 years. But I have been informed that the most pressing portion of GMP2 is about 10,000 lineal feet of pipe connected by ball and spigot joints which remain un-replaced from the former identified section 3. This is the area where most of the past spills have occurred. So this becomes the most time sensitive issue we must address. Not all of GMP2 as proposed by Granite. And the cost to replace just this section of pipe is going to be a whole lot less than the estimated GMP2 cost of approximately \$49,723,000 for GMP2. So if we're going to continue with Granite and address just this 10,000 lineal foot section, we need to negotiate a price for replacement for just this 10,000 lineal feet of pipe. And staff has demonstrated it is not competent.

4. By the way, I don't like the fact we never went out to public bid for GMP1. Instead it relied upon a CMAR exception aka RFQ. The completely disingenuous reason according to staff was that they were "too busy" to attend to it. Well now they're not so busy. So we should attend to it. Don't you think?

Additionally, at a previous board meeting Kate Nelson informed the Board that in her opinion the CMAR approach was not appropriate for this type of project, possibly for many of the reasons noted herein. Therefore, why not direct staff to immediately go out to public bid for the replacement of our 10,000 lineal feet in dire need? Granite can present a bid, like everyone else, if it's interested.

5. Finally, there is a real question remaining in my mind, and there certainly should be one in each of yours, whether replacement of the final approximate 17,000 lineal feet of GMP2 (formerly referred to as segment 2 of the project) must be replaced at this time. Even if it is, unlike the 10,000 lineal feet referenced in paragraphs 3 and 4 above, replacement can handily wait an extra 2-3 years. In fact under Granite's scope of GMP2 work, that's exactly what it is suggested.

The District paid a whole lot of money for a physical examination and analysis of all of our existing effluent pipeline. I think this work was done by a Canadian firm called PICA. Well as a result of that examination, PICA determined that the 17,000 lineal feet of pipe referenced in paragraph 5 above was in good shape as it is welded together and probably has a remaining useful life of another 5-10 years. Even if that lifespan is not accurate, there's certainly no reason why we can't investigate whether to replace this pipeline over the next 2-3 years rather than to commit to replacing it now; wouldn't you agree? And if we decide yes we need to replace this section now, we can always go out to public bid later, can't we?

Regarding another proposed advisory committee, I have examined the "Structure of Board Committees" portion included in the Board's July 12, 2023 meeting, and I don't see anywhere that there is a requirement that the Board first solicit applicants and then hold a public meeting to make selections. So since time i sof the essence, I propose the following individuals be appointed to the committee at the special meeting I request. Let me state that each proposed member is a member of our community, and he is eminently qualified; especially in comparison to Kate Nelson and Hudson Klein who I have written to you about before. Each is up to speed insofar as the issues at play with Granite that I have identified. And each is willing to donate his expertise and skills for no compensation.

1. Mark Alexander. Mark is the former head of Bechtel Corporation's (one of the largest construction companies in the World) global contract negotiation and procurement division. He has negotiated construction contracts in the billions (not millions) of dollars. And he's seen it all!

2. Jim Kaplan. I don't know this gentleman. But I am informed he is a long term real estate developer who has dealt with construction projects of all kinds. And he's a hell of a negotiator. Just what we need!

3. Brad Elley. I don't know this gentleman. But Mark Alexander does. He's an attorney who's experienced in complicated contract negotiation matters.

4. Cliff Dobler. The Board is already familiar with Cliff's qualifications. Since Cliff has come under intense criticism in recent months, let me emphasize that this committee is not about selecting politically correct individuals. It's about delivering results. And I believe Cliff will be one of the best in accomplishing this result. That's why I recommend his appointment.

Insofar as a proposed Trustee to head this committee, I would suggest Trustee Tulloch. Trustee Tolloch has extensive experience in the negotiation, procurement and management of major public construction projects.

So, there you go. Sit on your hands and do nothing while the clock continues to tick. Or take advantage of the skills, expertise and willingness to do what's best for our community that these members of our community exhibit to resolve the problems I have identified above which as you can see are as a result of the so called expertise of our wonderful staff. It's up to you.

Respectfully, Aaron Katz

WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR NOVEMBER 8, 2023 MEETING – AGENDA ITEM C – PUBLIC COMMENTS – MORE EVIDENCE IT'S ESSENTIALLY EVERYTHING OUR WONDERFUL STAFF DO – HERE GIVE AWAY FREE USE OF PUBLIC FACILITIES AS A "LOSS LEADER" IN CONSIDERATION OF TOKEN FOOD AND BEVERAGE SALES SO STAFF CAN DECEITFULLY ADVANCE THE NARRATIVE FOOD AND BEVERAGE ACTUALLY MAKE MONEY WHEN THEY DON'T

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff waste, deceit, and a lack of financial transparency. Arising out of yet another commercial money losing business which serves no real purpose other than to: give away use of public facilities to "favored collaborators;" and, hire, over compensate, and over benefit another couple of employees in facility sales. These are the purposes of this written statement.

My E-Mail of November 1, 2023: As a result of a public records request, I was able to confirm that The Tahoe Connection For Families' use of the Chateau and Grille Restaurant on October 13, 2023 for its Rockfest event was for free! At local parcel owners' expense. Thank you very much.

So on November 1, 2023 I sent the Board an e-mail alerting them to what our dirty staff was doing in concert with another one of our "favored collaborators."² Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

Conclusion: So there you have it. How many of these giveaways take place in a year? According to Brooke Smith La Fata, at page 30 of the latest IVGID Magazine³, "198 other social, community and/or corporate events" where food and beverage services were provided. How many where the public's facilities are given away for free or next to nothing as a loss leader, like this one, to artificially prop up F&B sales? I'm guessing 198! But why don't you Board members learn for yourselves by having staff come forward and spilling the ugly truth?

How many tens of thousands of dollars was this Rockfest non-profit able to generate as a result of free use of the public's facilities? And this is supposed to be a "vital" activity we engage in as NRS 318.116 just doesn't seem to be able to recognize as a legitimate GID activity? And let's be clear. How much do you think Lauren Lida and Ms. La Fata, our event sales coordinators, are being paid?

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

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

³ Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Magazine_Oct2023.pdf.

According to Transparent Nevada⁴, a whopping \$100,446.18 in salary + benefits for Ms. Lida, and another \$94,091.11 in salary + benefits. Last year (2022). What do you they're being paid now? To give away the store?

When are you Board members going to put a stop to this? When are you going to prevent staff from giving away the public's facilities for nothing? Because if you don't, you're really no better than your predecessors. And if you don't like being compared to trash like Kendra Wong and Peter Morris, take a stand for once. And let's start with terminating the IVGID sales department. And telling our taker non-profits in town that they can no longer use public facilities for free to raise money for their respective philanthropies of the month.

And you wonder what your Recreation ("RFF") and Beach ("BFF") Facility Fees actually pay for? I've now provided more answers.

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

⁴ Go to <https://transparentnevada.com/salaries/2022/incline-village-general-improvement-district/>.

EXHIBIT "A"

Fw: PRR - Rockfest

From: <s4s@ix.netcom.com>
To: Dent Matthew <dent_trustee@ivgid.org>
Cc: Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>
Subject: Fw: PRR - Rockfest
Date: Nov 1, 2023 2:39 PM
Attachments: [Request.pdf](#) [Final Invoice TCF 10.13.23.pdf](#) [TCF 2023 Contract.pdf](#) [TCF 2023 Proposal of Service.pdf](#)

Chairperson Dent and Other Honorable Members of the IVGID Board -

Well here we go again. As my good friend DJ Kahled would say, "here's another one." And why?

Because it's essentially EVERYTHING these people do. Time and time and time again. And you as a Board do nothing while local parcel owners are compelled to involuntarily pay for the many takers in our community's use of public facilities for free so they can make money off of us for their various social causes of the month.

Why do we have so many public records requests? Because your staff is less than honest and non-transparent insofar as matters such as this one are concerned. And the only way we can learn the truth, is to do what I have been forced to do here. Make a public records request.

So here we have the Tahoe Connection For Families' ["TCF's" (go to <https://www.tcfkids.org>)] Rockfest 2023 event that took place on October 13, 2023 at The Chateau. An event where participants were required to pay THOUSANDS OF DOLLARS and it turns out, we were paid NOTHING. That's right. NOTHING! Now why is that? Because that's what being a community is all about.

Here's how programs like these work. Staff loses thousands if not tens of thousands of dollars every month of the year attempting to operate a catering or food and beverage department ("F&B"). So what they do is offer FREE use of our facilities (The Chateau, Aspen Grove, the Base Lodge at Diamond Peak, our beaches, etc.) as long as the user agrees to purchase some minimal amount of food and beverage supplied by F&B. That way staff can make it look to the unknowledgeable that F&B is making all sorts of money when in reality, once the cost of our facilities are thrown into the mix, we're losing our shirts. Which I keep telling you we're doing on essentially everything staff do.

So I have attached my public records request, and Ms. Herron's response received this morning insofar as this Rockfest event was concerned. There you can see that our normal \$4,870 facilities rental fee, and the additional fee for our lcd projector and screen, were "waived" in consideration of TCF's purchase of \$8,000 of food and \$1,270 of wine/other alcoholic beverages. In other words, your staff used rental of the public's facilities as a loss leader for the sale of F&B. And how much money do you think staff really made on its sale of F&B to TCF? I'm guessing no where near the \$4,870 the public lost when staff gave away The Chateau and the Grille, if anything.

Now mind you. This Rockfest event was not one of these minor fundraising events. Participants were required to pay hundreds if not thousands of dollars to attend!

And this isn't the only taking of the public's facilities TCF engages in the year at local parcel owners' expense. It is one of at least three that I know of (Teddy Bear Picnic, Champ Golf Scramble).

And to add insult to injury, in addition to their wages and benefits, our wonderful staff made \$2,096 in gratuities. Which of course the public processed and disbursed through our fancy accounting system. And notwithstanding NRS 281A.400 makes it unethical for a public employee to request or receive in addition to his/her public salary! I guess this is what being a community is all about.

So how many of these giveaways take place in a year? How many where the public's facilities are given away for free as a loss leader to artificially prop up F&B sales? And this is supposed to be a

"vital" activity we engage in as NRS 318.116 just doesn't seem to be able to recognize as a legitimate GID activity?

When are you as a Board going to put a stop to this? When are you going to prevent staff from giving away the public's facilities for nothing?

And you wonder why we lose nearly \$7M annually and the deficiency is involuntarily made up by assessing local parcel owners a disingenuously labeled Rec Fee?

Oh. It used to be that qualified non-profits had to report to the District with details of the kind of fundraising money it made at events such as this one, and where the proceeds were being spent. So I asked Ms. Herron for these particulars. And did she provide them? Of course not. According to her it's none of our business.

Respectfully, Aaron Katz

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

From: Susan A. Herron <sah@ivgid.org>
Sent: Nov 1, 2023 10:53 AM
To: s4s@ix.netcom.com <s4s@ix.netcom.com>
Subject: PRR - Rockfest

Mr. Katz,

Attached are the documents as requested in the attached public records request.

Susan

Susan A. Herron, CMC
Director of Administrative Services
IVGID
893 Southwood Boulevard
Incline Village, NV 89451
sah@ivgid.org
775-832-1207 (Office Ph#)

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR NOVEMBER 8, 2023 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – MORE EVIDENCE THE IVGID
MAGAZINE IS ANOTHER WASTEFUL, PROPAGANDA LADEN RAG
WHICH NEEDS TO BE TERMINATED**

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff waste and use of public communication assets (the latest edition of IVGID Magazine²) for self-serving propaganda (aka "viewpoint discrimination") purposes. This is the purpose of this written statement.

My E-Mail of November 4, 2023: On November 4, 2023 I sent the Board an e-mail in opposition to this wasteful and stupid magazine³, which again pointed to the incompetence and mismanagement by our wonderful staff. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

Conclusion: So there you have it. And after everything, where's the "annual report?" Where is the report on our finances/lack thereof? The picture staff paints is that our District is being wonderfully run. Everything is hunky dory. Nothing wrong. Our employees are so wonderful. Look at all they've accomplished in the last year. Everything is getting accomplished. But nothing could be further from the truth.

As the Board knows, we're imploding. Since staff won't provide an annual report, I will. Let's just total the salary + benefit numbers for the 20 or so people staff have highlighted in this magazine? Just for giggles. Can you believe they total an unbelievable \$2,581,946? And if I add the missing compensation + benefits for Bobby Magee and Kimberly Monte, I'm sure I'll be at roughly \$3M! Can you imagine this? \$3M just for these people? Where does the money come from to pay for this talent? I submit that it is quite evident that we're grossly overpaying these people. Grossly!

And what you the Board refuses to do is to tell the public that we don't have the money to pay this kind of compensation. But to hide the deficiency, and up until last year, the Board involuntarily assessed local parcel owners nearly \$7M annually to cover the financial deficiency. Yes the amount of the assessment is down this year because the Board is spending improperly funded excess fund balances from prior years. But wait until next year. You just watch!

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

² Go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Magazine_Oct2023.pdf.

³ That e-mail is attached as Exhibit "A" to this written statement.

So this is the real annual report. Still look so rosey?

When are you three Board members going to put an end to all of this? Because if you don't, you're really no better than your predecessors. And if you don't like being compared to trash like Kendra Wong and Peter Morris, take a stand for once. And let's start with terminating the IVGID Magazine.

And you wonder what your Recreation ("RFF") and Beach ("BFF") Facility Fees actually pay for? I've now provided more answers.

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

EXHIBIT "A"

Re: November 8, 2023 IVGID BOT Meeting - Agenda Item C - The Latest IVGID Magazine is Another Propaganda Laden Rag - When Are You Going to Kill it?

From: <s4s@ix.netcom.com>
To: "Dent Matthew" <dent_trustee@ivgid.org>
Cc: "Schmitz Sara" <schmitz_trustee@ivgid.org>, "Tonking Michaela" <tonking_trustee@ivgid.org>, "Noble Dave" <noble_trustee@ivgid.org>, "Tulloch Ray" <tulloch_trustee@ivgid.org>, <bma@ivgid.org>
Subject: Re: November 8, 2023 IVGID BOT Meeting - Agenda Item C - The Latest IVGID Magazine is Another Propaganda Laden Rag - When Are You Going to Kill it?
Date: Nov 4, 2023 2:10 PM

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

The latest edition of the IVGID Magazine is out. And it's another propaganda laden rag that costs local parcel owners \$100K or more per year. Having nothing to do with furnishing facilities for recreation (but a lot to do with telling everyone what staff do with those facilities). And used for other purposes. To make us think our employees are the greatest thing since butter and cementing their narrative that our employees are our most important asset. And we have such wonderful facilities and programs. Right! How about advising local parcel owners these facilities and programs are costing them: the ad valorem taxes they pay to IVGID; the approximate \$7M annual Rec and Beach Fees they pay to IVGID; the solid waste franchise fees they pay which get passed on by Waste Management; and, the user fees they're charged to use these facilities and partake in these programs. As my friend Arnold Palmer used to ask, "what's the par on this hole?"

Nevertheless, some examples:

1. "Waste Not...Awards" - page 11. Written by Who? Madonna Dunbar I recently wrote to the Board about. Now a "Resource Conservationist" instead of admin give away of public monies. And at a 2022 yearly salary with benefits of \$121,247.67. How much do we pay to be members of the Nevada Rural Water Ass'n Ms. Dunbar? How about the California Water Environment Ass'n? How about the American Water Suppliers Ass'n? How about the Tahoe City Business Ass'n? How much to attend their awards banquet(s)? How much to apply for meaningless "awards?" I'm sending a copy of this e-mail to Bobby Magee who hopefully can fill in some of the blanks.

We've seen this before at IVGID. Pay to join a trade or lobby group. Pay for IVGID employees to attend annual conventions and award banquets. And then be awarded admin secretary of the year. Or community engagement person of the year. Or laboratory person of the year. For doing nothing more than their public jobs.

Should I do a public records request to examine these awards? Were they framed Ms. Dunbar? Did we have to pay for their issuance? Do they line the walls of our Public Works Building? Did we give bonuses to our wonderful employees who were awarded these prestigious awards? And why are you even telling us about them?

And what wonderful employees Ms. Dunbar? Let's start with Bill Robbins (\$143,093.98 in 2022 salary + benefits) who won the award of Wastewater Operator of the year! Next there's Ronnie Rector who was paid an unbelievable \$114,498.84 in salary + benefits in 2022. As an admin person no less. Because she was awarded the Admin staff of the year award. We were able to find chemist Kaylen Prior (\$72,227.24 in 2022 salary + benefits) who won the award of Laboratory person of the year. And Lisa Hoopes (\$127,363.16 in 2022 salary + benefits) who was awarded the Community Engagement person of the year. And this woman isn't even an employee of Public Works - she works in HR

with the job title "talent acquisition specialist." I guess they don't give out enough awards when working in HR, so she had to apply through Public Works for the award. Doesn't this sound like awards for everyone? Because we don't want to offend any of our wonderful employees?

According to Ms. Dunbar, staff donated "reusable water bottles, an educational booth and water filling station(s) to more than 500 attendees of the 27th annual Tahoe Summit held on August 9, 2023." Who paid for the bottles Ms. Dunbar? How much did they cost? Shall I look at your procurement card charges? How about \$803.25 with Discount Mugs for "1000 poly bike style water bottles with custom printing logo?" How about another \$840.79 with THE WEBSTAIRANT STORE for "water station supplies?" Or another \$105.75 with SUPPLYHOUSE.COM for "water station supplies?" Or another \$482.55 with Amazon.com for even more water station supplies? Or \$299.94 with SP VISTA FLAGS for water station flags? Or \$135.90 with Amazon.com for water use flow timers for water stations? Or \$47.85 with Amazon.com for sunscreen when staffing these stations? Or \$617.81 with STICKER MULE for printed bear smart magnets reorder and cigarette bin labels for outreach? Or were the prices even higher because these prices were for the 2022 Summit? These expenditures were made on gratuitous, donated materials not connected with our utilities or recreation.

Pure propaganda and the hiding of the truth. In IVGID parlance, that's called "financial transparency."

2. "Parks & Recreation" - page 12. Written by Who? Our new Director of Parks & Recreation, Shelia Leijon. And what was her 2022 yearly salary with benefits before she got her promotion? \$114,533.41 in salary + benefits. I'm certain it's well over \$160K now. Isn't it Mr. Bandelin?

In any event, putting aside the \$1M or so Ms. Leijon's division is losing each year, don't you just love this one? "It is my pleasure to work alongside...(our) Parks & Recreation...professionals (who)...provid(e) the...essential services" that they do? How many tens of thousands of dollars is this issue costing local parcel owners and we have to here kudos like these? And speaking of kudos,

3. "Kudos For The Aquatics Program & Staff" - page 14. Are you for real Gwynne Cunningham? Who in 2022 was paid \$89,326.07 in salary + benefits for being a glorified life guard? Read the kudos on the left side of the page. Shall I go to Yelp and cherry pick the negative reviews like I had to do to counter Paul Raymore's propaganda a month or so ago insofar as the Grille Restaurant was concerned? The arrogance.

Oh. Did any of Ms. Cunningham's aquatics programs make any money? Or did they all lose money? Since essentially every program run out of the Rec Center loses money... Now you know!

4. "Health & Wellness" - page 17. Administered by a fitness and wellness coordinator, Kimberly Monte, who's 2022 salary just doesn't seem to be listed on Transparent Nevada. Look at all the accomplishments? Did any of these programs make a buck Ms. Monte? Or did they contribute to the over \$1M annual loss assigned to the Rec Center?

5. The Beaches - page 16. Administered by another Parks & Recreation admin person. Adia Van Peborgh. Now how many months of the year are the beaches staffed (six)? And what were Ms. Van Peborgh's 2022 salary + benefits according to Transparent Nevada? \$69,336.01. In dog years that's a whopping \$140K or so.

7. Parks - page 18. Administered by Parks Superintendent Steven Phillips. Now what does Mr. Phillips tell us he was able to accomplish? How about doing his job? Pruned trees and brush. Added decomposed granite on trail. Installed a couple of signs. Stained wooden bridges. Planted a dozen sugar pine seedlings. Improved drip line irrigation. Yada, yada, yada. But at what cost for this maybe six (6) month job? Are you ready for this one? How about an unbelievable \$162,006.90? For a gardner? That's \$324K in dog years.

8. Tennis/Pickleball - page 24. Administered by another "Supervisor;" Basia Phillips. And what is he paid for another six

(6) month seasonal job? According to Transparent Nevada, \$32,064 just for salary (we don't know how much more with benefits). That's over \$64K in dog years. And more kudos to Basia and his staff. "Every once in a while we get a great story like this one you'll read on the next page...Without the Incline Village Tennis & Pickleball Center...this could not have been possible." Again, shall I go to Yelp and cherry pick the negative reviews like I had to do to counter Paul Raymore's propaganda a month or so ago insofar as the Grille Restaurant was concerned?

Oh. Did we make any money at the Tennis Center Mr. Phillips? You haven't reported about that one. Have you?

What about the \$1.25M we spent at the Center a couple of years ago. And what about the \$1.25M or more a hundred or so tennis players want us to spend to reconstruct the courts? Because snakes are allegedly living between the cracks.

9. Rec Center - page 19. Administered by manager Pandora Bahlman. Listen to her accomplishments in "recreation." Repairs to the HVAC system; patched Rec Center exterior stucco; recoated the gymnasium floor; replaced some fitness equipment; hosting a community blood drive (what does this have to do with recreation?). Sounds like a maintenance manager to me. But Ms. Bahlman is the Rec Center's Manager. And her 2022 compensation + benefits according to Transparent Nevada was a whopping \$144,648.72! Can you believe?

10. "Public Works...Accomplishments" - page 6. Written by Who? Engineer Kate Nelson. And at a yearly 2022 salary + benefits of an unbelievable \$226,659.44! "The Public Works Department has celebrated many successes this past fiscal year." Really? Didn't I write to the Board about the lack of competence of Kate Nelson and her sidekick Hudson Klein? And yet here she lists all of her accomplishments. How about her many, many failures? Like the inability to negotiate a reasonable CMAR fee with Granite Construction? Or the inability to administer a contract with Granite Construction which calls for a ZERO CMAR fee? Or the approval of an administrative overhead fee to Granite Construction on the District's independent purchase of pipe material after Brad Underwood announced to the Board that there would be no such fee payable to Granite Construction? What about mis-management of the Mountain Course cart path replacement project? Or her failure to instruct the Board that unanimous approval of proposed modifications to the Rec Center expansion project advanced by Mr. Duffield was a pre-requisite for any formal donation by Mr. Duffield? Even though she admits being present at a meeting with Mr. Duffield's foundation representative where he allegedly made this announcement to all?

Or how about this one Ms. Nelson? "The fleet division spent over 7,350 hours maintaining all 647 pieces of equipment the District operates." Really Ms. Nelson? You mean the six (6) Toro push lawnmowers Travis and his sidekick Wes billed the district over \$100K over a five (5) year period allegedly for maintenance of those mowers? And now we need a \$64,500 lawnmower blade sharpening machine to sharpen the blades on these six (6) lawnmowers? And by our wonderful fleet employees who bill the District more than 24 hours in a day? Should I continue Ms. Nelson?

Propaganda, propaganda. Don't you think local parcel owners would be interested in learning of your failures after failures after failures? I guess I would describe your many successes as "cherry picking." Do we have cherries in Incline Village?

11. Senior Programs - page 22. This should be a county social services program. Don't you remember Trustee Schmitz told us this is the only power IVGID exercises which is not included in NRS 318.116? But the reason we do it is because we've entered into a contract with the County? Wrongo Sara! I made a public records request to examine the contract and guess what? According to Ms. Herron no such contract exists? So why are we operating this money-losing social program? Well maybe Supervisor Jennifer Moore isn't charging us that much money? Not so. In 2022 according to Transparent Nevada, \$106,076.59 in salary + benefits. More money losing programs the County should be providing. Yet we're just so happy and willing to do the county's job and bill local parcel owners for the privilege.

12. Youth & Adult Sports - p. 26. Administered by another Supervisor; Tim Kelly. And what did we pay Mr. Kelly last

year according to Transparent Nevada? Are you ready for this one? \$137,566.09 in salary + benefits. Again. For social programs we have no business doing, and the county has every obligation to provide.

13. Golf Courses - pp. 28-29. Administered by Darren Howard, our former Director of Golf and Community Services. And the cost of Mr. Howard last year according to Transparent Nevada? Are you ready for this one? \$221,449.55! Listen to all the wonderful things Mr. Howard has done to increase the rounds of golf. But do you see anywhere where he mentions the wasteful costs? The \$3.087M spent just on personnel? The \$2.1M of annual losses local parcel owners must subsidize? I thought this was an annual report. Not a "make you feel good" report because we're not sharing all of the material facts.

14. Facilities & Banquets aka Weddings (can you believe 52 of them?) - p. 30. Administered by Brooke La Fata, Sales Coordinator. And what was Mr. La Fata paid last year in salary + benefits? Can you believe this one? \$94,091.11! You'll recall this department uses facility sales as a loss leader to make it look like we're making money on food and beverage. When we're not. And Ms. La Fata represents she wants all of us to trust her as our professional? Are you for real?

On what are we doing selling facilities, food and beverage for wedding? Is that in NRS 318? Is that something the county has contracted with us to do on its behalf? Well kind of yes. Do you realize Ms. Herron is deputized as an unpaid county clerk to issue wedding licenses? Now the slobbering: "We would...like to commend our Banquet Servers and Bartenders. We are fortunate that some of our team has proudly served this community for more than a decade."

15. Diamond Peak - p. 32. Administered by DP GM Mike Bandelin. According to Transparent Nevada, last year Mr. Bandelin was paid \$224,875.88 in salary + benefits. This year it will be considerably more inasmuch as Mr. Bandelin has a new title. Interim GM. But again it's the same slobbering: "We're lucky to have a stellar...snowmak(ing)...crew this season, many of whom stick around during the heart of the ski season to help groom the snow they made."

16. Finance & Accounting - 34. Administered by interim Director of Finance, Bobby Magee. I don't know Mr. Magee's compensation + benefits because he wasn't here last year. But when we get a new Finance Director, I am afraid the cost is going to be well over \$300K! And it's not just this cost. Listen to Mr. Magee: "On September 19, 2023 the Board...ratified three new positions...Internal Auditor...Ass't Director of Finance...(and) Management Analyst...The Trustees also directed staff to change the salary structure (upwards) of the then-unfilled Controller position." Plus Mr. Magee tells us the District will be hiring a Forensic Due Diligence Auditor "to strengthen internal controls, daily processes (and make)...other recommendations." Now where do you think the money is going to come from for all of this added overhead? An "annual report" and yet there is no actual financial report?

17. Safety - p. 37. Administered by Coordinator Kari Brandt. And how much was Ms. Brandt paid for this seasonal maximum six (6) months worth of work? According to Transparent Nevada, \$76,668.07. That's over \$153K in dog years. Ms. Brandt tells us she heads a "team...composed of Curtis Trujillo, a Senior HR Analyst/Safety Supervisor, a Safety Specialist, a Ski Patrol Director and another Safety Specialist. More overhead!

18. Communications & Marketing - pages 38-40. This is administered by Marketing Manager Paul Raymore. But that's not entirely accurate. We have a communications coordinator. Her name is Kari Ferguson. And last year Transparent Nevada tells us Ms. Ferguson was paid \$119,836.68 in salary + benefits. Mr. Raymore himself was paid \$137,612.90 in salary + benefits. And he heads a marketing department that spends over \$1M of our Rec Fee marketing the District's facilities and programs to the world's tourists. But he doesn't share this little secret.

19. Finally, Human Resources - p. 36. Administered by HR Director Erin Feore. According to Transparent Nevada, last year Ms. Feore was paid \$166,600.58 salary + benefits. And listen to the size of her team: "Curtis Trujillo, Senior HR Analyst/Safety Supervisor, Lisa Hoopes, Talent Acquisition Specialist, Lori Parson, Senior Admin Receptionist/HR Clerk,

Kathy Fillmore, Payroll/Benefits Coordinator, Brandon Morales, HR/Payroll Generalist(, and) coming soon - two additional staff including a HR/Recruitment Ass't and a Safety Specialist. More and more. Just like Finance. And where do you think the money is going to come from for all of this added overhead?

So there you have it. And after everything, where's the "annual report?" Where is the report on our finances/lack thereof? The picture staff paints is that our District is being wonderfully run. Everything is hunky dory. Nothing wrong. Everything getting accomplished. But nothing could be further from the truth. As the Board knows, we're imploding. Since staff won't provide an annual report, I will. Let's just total the salary + benefit numbers for the 20 or so people staff have highlighted above? Just for giggles. Can you believe they total an unbelievable \$2,581,946? And if I add the missing compensation + benefits for Bobby Magee and Kimberly Monte, I'm sure I'll be at roughly \$3M! Can you imagine this? \$3M just for these people? Where does the money come from to pay for this talent? What becomes quite evident is that we're grossly overpaying these people. Grossly!

And what the Board refuses to do is to tell the public that we don't have the money to pay this kind of compensation. But to hide the deficiency, and up until last year, the Board involuntarily assessed local parcel owners nearly \$7M annually as a financial deficiency. Yes the amount is down this year because the Board is spending improperly funded excess fund balances. But wait until next year. You just watch!

So this is the real annual report. Still look so rosey?

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR NOVEMBER 8, 2023 MEETING –
AGENDA ITEM G(7) – ANOTHER WASTEFUL AND UNDER BUDGETED
VEHICLE THE PRODUCT OF MORE MIS-MANAGEMENT AND
INCOMPETENCE AT THE HANDS OF OUR WONDERFUL
STAFF...AGAIN**

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff waste and incompetence. And here it's another vehicle for Diamond Peak because we just don't seem to be able to find staff to operate our two (2) existing 36 passenger shuttle vehicles. This is the purpose of this written statement.

My E-Mail of November 5, 2023: On November 5, 2023 I sent the Board an e-mail in opposition to this stupid proposed purchase², which again pointed to the incompetence and mismanagement of our wonderful staff. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

Conclusion: I ask you Board members REJECT staff's request for a sole source finding for this vehicle. And if you deem this purchase is necessary, which for the reasons stated I do not believe it is, make staff go out to public bid by publishing a RFP! The mentality surrounding this purchase is a familiar staff one. More and more, greater and greater, more expensive and more expensive, wasteful and more wasteful, reward a "favored collaborator," accept an emolument, and who cares about the local parcel owners who are made to involuntarily pay for this stuff. Right? Why are we facing this?

Because we own and operate recreational facilities as commercial for profit business enterprises for the benefit of the world's tourists rather than just those local parcel owners who are paying for them. And these are the kinds of expenses one incurs when one operates businesses such as Diamond Peak. Like over \$100K for DP "uniforms." And \$5K to ship them to some central donation facility when they've outlived their useful lives (typically 4-5 years). But we're a limited purpose local government. And we shouldn't be operating businesses like these which put local parcel owners/ taxpayers at risk (financially). If you have a choice to make a buck or minimize the risk to local parcel owners, how come you always vote in favor of potentially making a buck? If you say NO for once, and that means you need to cut 50%-75% of the services we provide, then that's what you do. Got it? And if you still can't break even financially, you retire from the commercial for profit enterprise business. It's that easy.

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

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

When are you three Board members going to put an end to all of this? Because if you don't, you're really no better than your predecessors. And if you don't like being compared to trash like Kendra Wong and Peter Morris, take a stand for once. And let's start with rejecting this proposed shuttle van purchase.

And you wonder what your Recreation ("RFF") and Beach ("BFF") Facility Fees actually pay for? I've now provided more answers.

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

EXHIBIT "A"

Nov 8, 2023 BOT Meeting - Agenda Item G(7) - Another Wasteful \$142K OVER Budgeted Expenditure (by \$16,767) For Yet Another D.P. Van Vehicle

From: <s4s@ix.netcom.com>
To: "Dent Matthew" <dent_trustee@ivgid.org>
Cc: "Schmitz Sara" <schmitz_trustee@ivgid.org>, "Tonking Michaela" <tonking_trustee@ivgid.org>, "Noble Dave" <noble_trustee@ivgid.org>, "Tulloch Ray" <tulloch_trustee@ivgid.org>, "Bandelin Mike" <MLB@ivgid.org>, <bma@ivgid.org>
Subject: Nov 8, 2023 BOT Meeting - Agenda Item G(7) - Another Wasteful \$142K OVER Budgeted Expenditure (by \$16,767) For Yet Another D.P. Van Vehicle
Date: Nov 5, 2023 12:08 PM

Chairperson Dent and Other Honorable Members of the IVGID Board -

Here we go again. I keep tell you that it's essentially everything your over compensated and under qualified staff do. Essentially everything! Because these are the kinds of people staff hire. And then they get no training insofar as how to be an ethical employee. And I know this because I've seen many of them in action. And now it's wonderful Mike Bandelin who allows himself to get dragged by the nose for stupid expenditures like this one. Wake up Mike! And wake up Board!

This agenda item addresses a 14 passenger shuttle van for use at Diamond Peak at a cost of almost \$142K (not to worry though because according to the project summary (page 316 of the Board packet) "this van can also be used during the off season for youth programs and special events during the summer months"). In other words, it's all about the kids man! The kids..

And we really don't need the vehicle for what staff says we do. So since the van will be under utilized, let's come up with another potential use whether or not it is financially warranted as part of the \$495,400 estimated to be spent on other marginally warranted D.P. vehicles (like the two prehistoric parking lot trams) in the next two years (see page 310 of the Board packet)! The proposed (14 passenger van) vehicle purchase project is described as an additional shuttle van "to the current inventory of customer transportation vehicles at the ski venue, which includes two (2) 36-passenger shuttle buses and two (2) parking lot passenger trams towed by two (2) 4wd trucks." In other words, we're not replacing our current inventory. But rather, we're adding to it. Creating an even bigger footprint. So quality employees like Travis and Wes in Fleet can overbill us for allegedly servicing this van. While Fleet Superintendent Rich Allen sits at home watching from afar. Bigger and bigger at a higher and higher cost which ultimately gets paid for with our Rec Fee. And for whom? And why?

According to staff "the proposed purchase allows Diamond Peak staff to accommodate the pickup and return of customers via the daily Village shuttle routes with a smaller shuttle vehicle versus the large capacity shuttle busses during mid-week periods." What? You already have larger shuttle buses to do the job. Why do we need another? Because it's smaller? Because we don't have to recruit more employees with commercial vehicle licenses (we just have to recruit more employees)? You mean we shouldn't have purchased two 36 passenger vehicles in the first place so let's double down now?

Then staff advance another familiar tune: "that recruiting CDL drivers, which is a requirement to operate the District's 36-passenger shuttle busses, has become a very large task as the candidate pool is low and staff have not been very successful in obtaining qualified personnel." Really? Well why didn't you figure this out when you made the District purchase these two (2) 36 passenger shuttle buses which are now going to sit unused because we can't find qualified staff to operate them? Never a consequence to our short minded professional staff for making stupid decisions like this

one. So I have a simple recommendation. GET OUT OF THE REGIONAL TRANSPORTATION BUSINESS! Turn it over to the County RTC, as it should be. Or stop providing free shuttle service to DP at local parcel owners' expense. Which you will never, never, never do because your rental agreement with the Hyatt insofar as its Sports Shop is concerned MANDATES that you provide such service. So we have to. Right?

Then staff advance yet another familiar tune: this "shuttle van is included and approved within the Districts FY 2022-2023 Capital Improvement Plan within the Ski Division 340 Fund." Which means it's really nothing more than a "routine purchase;" right Mike? Wrong Mike. You admit that "the 14-passenger shuttle van project (wa)s funded through the FY 2023/2024 Capital Improvement Project; Fund: Community Services; Division; Ski; Project #3469HE1740; Amount: \$125,000." But this is nearly \$17K LESS than what was approved. Isn't it Mike?

And more to the point, why did you Board members approve this purchase when approving the FY 2022-23 CIP budget? Along with the stupid six (6) Toro push lawnmowers? And the stupid \$64.5K lawnmower blade sharpening machine? Don't you get it? Your stupid staff (and I'm sorry, that's exactly what they are...ALL of them) come up with a proposed CIP budget. Whether or not it represents necessary expenditures. And you don't go through the list to challenge its legitimacy. You just rubber stamp it. And then six (6) or so months later when staff come up with an agenda item to approve the expenditure of public funds, they argue that the Board already approved the purchase. So why wouldn't you approve it now? Bueller? Bueller? Don't you see that you Board members created the problem in the first place. Congratulations!

Well now you have the opportunity to correct your wrong. So correct it!

To add insult to injury, staff propose we make this purchase without going out to competitive bid! Notwithstanding the fact staff admit that this "proposed purchase...is \$16,767 over the allocated funding for this project." You mean it really isn't part of the CIP budget this Board approved? Nevertheless, staff assert that "the project (should be) a sole source purchase from Creative Bus Sales, and (for this reason) staff did not seek competitive bids for the proposed vehicle." THIS IS A LIE (heaven forbid any of our wonderful employees should be accused of lying)! It's like saying we need to purchase a GMC SUV from Champion Chevrolet because no one else is capable of providing a comparable Chevrolet vehicle than Champion Chevrolet. Creative Bus Sales is NOT the only source of 14 passenger vans. From the picture provided, this particular van sits on a Ford frame/power train. A 2023 Starcraft Allstar 22 Ford E-450 7.3L 158" WB vehicle. In other words, this vehicle is ALREADY A YEAR OLD and we haven't even taken it off the dealer lot! And what about other manufacturers of similar vans? A purchase like this to a favored collaborator smells with inappropriate unethical staff behavior. Are you watching Bobby Magee? Maybe when we get our forensic auditor, we can have him/her investigate this transaction after he/she gets finished with the half a dozen or more other investigations (Madonna Dunbar?) I have suggested?

The staff memo gives the Board an option under "Alternative:" "The District Board of Trustees may defer or delay the proposed 14-passenger shuttle van purchase project." To me this statement represents the first reasonable thing staff have spoken. So I ask you REJECT staff's request for a sole source finding for this vehicle and if you deem this purchase is necessary, which for the reasons stated above I do not believe it is, make staff go out for a RFP! Let's have a competitive bid. The mentality surrounding this purchase is a familiar staff one. More and more, greater and greater, more expensive and more expensive, wasteful and more wasteful, and who cares about the local parcel owners who are made to involuntarily pay for this stuff? Right? Why are we facing all of this? Because we own and operate recreational facilities which are operated as commercial for profit business enterprises for the benefit of the world's tourists rather than just those parcel owners who are paying for them. And these are the kinds of expenses you incur when you operate businesses such as these. Like over \$100K for DP "uniforms." And \$5K to ship them to some central donation facility when they've outlived their useful lives (typically 4-5 years).

But we're a limited purpose local government. And we shouldn't be operating businesses like these which put local

parcel owners/taxpayers at risk (financially). If you have a choice to make a buck or minimize the risk to local parcel owners, how come you always vote in favor of potentially making a buck? If you say NO for once, and that means you need to cut 50%-75% of the services we provide, then that's what you do. Got it? And if you still can't break even financially, you retire from the commercial for profit enterprise business.

When are you three Board members going to put an end to all of this? Because if you don't, you're really no better than your predecessors. And if you don't like being compared to trash like Kendra Wong and Peter Morris, take a stand for once. And let's start with rejecting this proposed shuttle van purchase.

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR NOVEMBER 8, 2023 MEETING –
AGENDA ITEM G(6) – INTERNAL SERVICES MIS-MANAGEMENT AT THE
MOUNTAIN GOLF COURSE...AGAIN**

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff waste and incompetence. And here it's the Mountain Golf course again. And what's amazing is that this time staff admit their incompetence! This is the purpose of this written statement.

My E-Mail of November 5, 2023: On November 5, 2023 I sent the Board an e-mail in opposition to this boondoggle², which again pointed to the incompetence and mis-management of our wonderful staff. Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

Conclusion: Kate Nelson and Hudson Klein are the two wonderful employees who have screwed up essentially everything with Granite Construction over the effluent pipeline project. And now we have an admission of even more screw ups at their feet. Don't you get it Board members? ELIMINATE your Internal Services, Engineering Department altogether. Outsource everything engineering or construction management related wise to the private sector. Everything! It will cost less, and the quality and professionalism received will be heads and shoulders over what we have today. As staff would say, **lessons learned!** But will you?

And you wonder what your Recreation ("RFF") and Beach ("BFF") Facility Fees actually pay for? I've now provided more answers.

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

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

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

EXHIBIT "A"

Re: Nov 8, 2023 BOT Meeting - Agenda Item G(6) - Another Wasteful \$160K OVER Budgeted Expenditure at the Mountain Golf Course

From: <s4s@ix.netcom.com>
To: Dent Matthew <dent_trustee@ivgid.org>
Cc: Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>, Bandelin Mike <MLB@ivgid.org>, <bma@ivgid.org>
Subject: Re: Nov 8, 2023 BOT Meeting - Agenda Item G(6) - Another Wasteful \$160K OVER Budgeted Expenditure at the Mountain Golf Course
Date: Nov 5, 2023 1:31 PM

Chairperson Dent and Other Honorable Members of the IVGID Board -

Here we go again. I keep tell you that it's essentially everything your over compensated and under qualified staff do. Essentially everything! Because these are the kinds of people staff hire. And then they get no training insofar as how to be an ethical employee. And I know this because I've seen many of them in action. And now it's wonderful Kate Nelson and Hundson Klein, again (you'll recall these are the two who are incapable of negotiating anything with Granite Construction insofar as replacement of the remainder of our failing effluent pipeline project is concerned). Wake up Board!

Here staff tell the Board at pages 304-305 of the Board packet that at its "August 31, 2022 Board meeting, staff recommended that Phase II of the Project scope be reduced to include removal and replacement of failing sections of cart path only and to crack fill and slurry seal the entire length of the path with an estimated construction cost of \$293,300. The Board authorized this modification to the scope of the Project...The Phase II bid documents were based on existing conditions and site measurements completed in September 2022 to support a March 2023 public bid. Sierra Nevada Construction (SNC) was the successful bidder and the project was awarded at the May 10, 2023 Board meeting **for a value of \$187,000**. This contract included removal/replacement of 4,705 SF of cart path with the start of construction planned for September 2023.

(However,) inspection of existing conditions shortly before start of construction revealed a substantial increase in observed failed pavement areas. Further, many sections of cart path failed during construction as a result of construction activities and also required replacement. Therefore, Staff marked additional pavement areas to be replaced **and approximately 15,100 SF of additional pavement were nominated for replacement. This has increased forecast construction costs by approximately \$252,000...Therefore, Staff are requesting an increase of \$160,000 to finish the Phase II path replacements.**" An 85.6% increase!

Now listen to Mr. Klein's admission. **OF INCOMPETENCE!** "Staff openly acknowledge quantity measurement errors in the project development. The lessons learned include a failure of leadership and project management exhibited by the lack of project quantity verification by senior engineering Staff relative to the existing conditions observed following the large winter season. This should have been completed prior start of construction with sufficient time to confirm the issue and to address the Board before contractor mobilization."

No I have another explanation. And we never, never learn. Kate Nelson and Hudson Klein are the two who have screwed up essentially everything with Granite Construction over the effluent pipeline project. And now we have an admission of even more screw ups. Don't you get it Board members? **ELIMINATE** your Internal Services, Engineering Dep't altogether. Outsource everything engineering or construction management related to the private sector. It will cost of less, and the quality and professionalism received will be heads and shoulders over what we have today.

As staff would say, **lessons learned!**

Respectively, Aaron Katz

I now see that the terms of this proposed purchase were negotiated by INCOMPETENT Rich Allen. That Fleet Superintendent who in 2022 was paid a whopping \$161,377.34 in salary + benefits to sit at home.

Apparently the vehicle is located in Phoenix, AZ. And according to the purchase order, it will be delivered FOB: shipping. Which means it needs to be shipped from Phoenix.

Who is going to do the shipping Mr. Allen? Who is going to pay for it Mr. Allen? How much is this going to be? So how much MORE is this vehicle going to cost the District Mr. Allen? Was it just inadvertent that you were unable to include this material information in your request, through Mike Bandelin, to the Board?

You mean to tell us that you couldn't find a manufacturer of this van closer to Incline Village? Like maybe Reno? Or Sacramento? And for less than nearly \$142K?

Okay, now I'm getting mad. These people who work for us are not only incompetent, they're STUPID! I shouldn't have to be the one demonstrating this but because we have no internal controls, members of the public must.

So stupid me did a little Carfax search. And what did I discover?

A brand new Ford Transit XL 15 passenger AWD 0.van (go to https://www.carfax.com/vehicle/1FBAX9C80PKB97583?store=YYWWA8NRND&partner=VLA_E&gad_source=1&gclid=Cj0KCQjw-pyqBhDmARIsAKd9XIO5Ms1ljQGHCrQpkK63IFrCx66prsdm_1LI-RADALKvTvtDv9UoMmlaAtctEALw_wcB&gclid=aw.ds), in other words one more passenger than the van being suggested here, From Corwin Ford for \$67,105!

0

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

From: <s4s@ix.netcom.com>

Sent: Nov 5, 2023 12:08 PM

To: Dent Matthew <dent_trustee@ivgid.org>

Cc: Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>, Bandelin Mike <MLB@ivgid.org>, <bma@ivgid.org>

Subject: Nov 8, 2023 BOT Meeting - Agenda Item G(7) - Another Wasteful \$142K OVER Budgeted Expenditure (by \$16,767) For Yet Another D.P. Van Vehicle

Chairperson Dent and Other Honorable Members of the IVGID Board -

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This agenda item addresses a 14 passenger shuttle van for use at Diamond Peak at a cost of almost \$142K (not to worry though because according to the project summary (page 316 of the Board packet) "this van can also be used during the off season for youth programs and special events during the summer months"). In other words, it's all about the kids man! The kids..

And we really don't need the vehicle for what staff says we do. So since the van will be under utilized, let's come up with another potential use whether or not it is financially warranted as part of the \$495,400 estimated to be spent on other marginally warranted D.P. vehicles (like the two prehistoric parking lot trams) in the next two

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR NOVEMBER 8, 2023 MEETING –
AGENDA ITEM G(8) – GOING INTO THE ICE SKATING RINK BUSINESS
ATTENDANT WITH ALL ITS ANCILLARY COSTS LOCAL PARCEL
OWNERS WILL BE COMPELLED TO PAY...AGAIN**

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff waste and short sightedness. And here it's yet another commercial money losing business which serves no real purpose other than to hire, over compensate, and over benefit another couple of employees. These are the purposes of this written statement.

My E-Mail of November 5, 2023: On November 5, 2023 I sent the Board an e-mail in opposition to this boondoggle². AND ON THE BOARD'S CONSENT CALENDAR no less! Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit "A."

Conclusion: Don't you Board members see this is just another attempt to increase the District's footprint? With another money losing commercial enterprise. Which will be involuntarily subsidized, financially, by local parcel owners. And for the benefit of how many potential skaters at a time (50?). Maybe we should play "golf club" with this one and pre-reserve the rink for our local ice skating club to the detriment of the remainder of the public? Staff tell us the Board can choose not to accept the "so called" gift of an ice skating rink. That's what the Board should do. When are you three Board members going to put an end to all of this? Because if you don't, you're really no better than your predecessors. And if you don't like being compared to trash like Kendra Wong and Peter Morris, take a stand for once. And let's start with rejecting a proposal like this! If our ice skating community wants an ice rink in town, how about you go find your own land? And you provide your own staff to operate it? And you assume all of the financial risk? And you not depend upon your local parcel owning neighbors to subsidize the financial cost of your recreation? This way you get to keep all of the profits (or what I and others suspect will be nothing more than losses). That's the neighbor like thing to do, isn't it?

And you wonder what your Recreation ("RFF") and Beach ("BFF") Facility Fees actually pay for? I've now provided more answers.

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

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

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

EXHIBIT "A"

Nov 8, 2023 BOT Meeting - Agenda Item G(8) - Another Trojan Horse Waste Begging to Be Approved - Say NO to the Wasteful Costs of a Seasonal Ice Rink - They Will NOT Be ZERO as Representeda

From: <s4s@ix.netcom.com>
To: Dent Matthew <dent_trustee@ivgid.org>
Cc: Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>, Bandelin Mike <MLB@ivgid.org>, <bma@ivgid.org>
Subject: Nov 8, 2023 BOT Meeting - Agenda Item G(8) - Another Trojan Horse Waste Begging to Be Approved - Say NO to the Wasteful Costs of a Seasonal Ice Rink - They Will NOT Be ZERO as Representeda
Date: Nov 5, 2023 3:40 PM

Chairperson Dent and Other Honorable Members of the IVGID Board -

Here we go again. I keep tell you that it's essentially everything your over compensated and under qualified staff do. Essentially everything! Because these are the kinds of people staff hire. And then they get no training insofar as how to be an ethical employee. And I know this because I've seen many of them in action. And now it's wonderful Sheila Leijon who apparently can't see far enough in front of her to realize this is a Trojan Horse proposal. Again, wake up Board!

Don't you recall that in December of 2017, or thereabouts, a passionate group of Incline Village/Crystal Bay residents formed the Incline Village Mountain Bike Pump Track Foundation, or whatever else it was called, whose mission was to raise funds through donations and and otherwise to provide the community with a pump track facility for mountain bikers? And the cost to the District was represented to be ZERO! And this was after some secret deal was made by staff and the group at the time for the public to make a multi thousand dollar donation to the group (I made a public records request to learn of the amount, and good ole Susan Herron stonewalled my efforts) for their wonderful public project. The group endeavored, but failed to see their vision become a reality. Surprise! And now we're stuck with an albatross. Thank you stupid Kendra Wong and Peter Morris for your foresight!

And don't you recall that the same type of arrangement was proposed by the Disc Golf players in our community. Let us put up a course on prime District property and we promise to maintain it. ZERO cost to the District. And besides the fact we could have used this land for a dedicated dog park, how is the free maintenance going?

And don't you recall the "so called" \$25M donation from the Duffield Foundation for their idea of a Rec Center expansion? That was supposed to be free? But which upon closer inspection, would require local parcel owners to come up with at least \$750K annually in additional operational costs?

And now the same promises by the ice skating community. If IVGID agrees to provide land at Preston Field for a seasonal ice skating rink, the "IIF will purchase a 4,100 square foot ice skating rink package from Ice-America (at a price of about \$452K)...After purchase, IIF w(ill) then gift the rink to the Incline Village/Crystal Bay communities and ...(unidentified) remaining funds (how much are we talking about?) to IVGID Community Services for ice skating rink operations." And then IVGID will be responsible for: 1) accept(ing) ownership of the portable ice skating rink to be donated by IIF; 2) upon acceptance, providing at its expense of a right-of-entry agreement for Ice-America to enter the District's Preston Field/Park for setup and installation; 3) IVGID staff (that means engineering) will then work with Ice-America's technicians to ensure Preston Field is prepared adequately for the set-up of the ice skating rink; 4) tearing down and putting up that rink every year; 5) storing that rink somewhere during the summer months; 6) processing all applications and permits for events which constitute Special Events; 7) payment of all IVGID staff (disingenuously estimated at \$33,700+ annually for a 5-6 month season with no allowance for central services provided); 8) payment of all field utilities associated with the rink's use (projected initially at roughly \$15K per season); 9) what about lighting IVGID? It's expressly excluded from Ice-America's proposal; 10) staffing and collection of entrance

fees/skate rental fees; 11) setting fees for entrance to the ice skating rink for individuals, parties, club events, etc.; 12) Covering all operation and capital costs; 13) removal of park trash/recyclables; 14) snow removal; 15) installation of WiFi; 16) installation of IVGID's Point of Sale system; 17) restroom maintenance; and, 18) IIF will receive recognition for its generous donation to the community.

The more things change, the more they remain the same. And here we have yet another money losing operation. Which staff disingenuously represent "is anticipated to be a break-even program" (when does anything IVGID staff does operates at break even?). Which never, never, never should be approved. More and more. Bigger and bigger. More over compensated employees. More and more maintenance responsibilities. A bigger and bigger IVGID footprint. Like my friend DJ Kahled preaches, "here's another one."

When are you Board members going to learn because obviously, your wonderful staff haven't? We're a limited purpose local government. And we shouldn't be operating businesses like these which put local parcel owners/taxpayers at risk (financially). If you have a choice to make a buck or minimize the risk to local parcel owners, how come you always vote in favor of potentially making a buck? When you NEVER DO?

Under "Alternatives," staff tell us the Board of Trustees can choose not to accept the gift of an ice skating rink from IIF. If you say NO for once, and that means you need to cut 50%-75% of the services we provide, then that's what you do. Got it? And if you still can't break even financially, you retire from the commercial for profit enterprise business. When are you three Board members going to put an end to all of this? Because if you don't, you're really no better than your predecessors. And if you don't like being compared to trash like Kendra Wong and Peter Morris, take a stand for once. And let's start with rejecting a proposal like this! If the IIF wants an ice rink in town, how about you find your own land? You provide your own staff to operate it. You assume all the financial risk, and not depending upon your local parcel owning neighbors. And you get to keep all the profits. That's the neighborlike thing to do. Isn't it?

Respectively, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR NOVEMBER 8, 2023 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – MORE EVIDENCE OUR STAFF
ARE OVER COMPENSATED, OVER BENEFITED AND DIRTY TO THE
CORE – SPONSORSHIP OF A LOCAL FILM FESTIVAL SO STAFF
CAN BAG FREE ADMISSION TO VIP FOOD AND DRINK
EVENTS AND SCREENINGS OF ALL FILMS!**

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff waste and wrongdoing which would have been hidden from the public were it not for my digging. And here it's our unsupervised Public Works admin person's unnecessary and wasteful sponsorship of a film festival. So she and her buddies can attend the festival's movies without pay for it. And then attending pre-screening food and alcoholic beverage drink at local parcel owners' expenses! Because it's all about them rather than the public they were presumably hired to serve. And these are the purposes of this written statement.

My E-Mails of November 4 And 6, 2023: On November 4, 2023 I sent the Board an e-mail, with which identified how one of our staff had wasted public moneys so she could bag VIP film festival passes for herself and her co-workers at local parcel owners' expense. Even though I didn't include employees Kate Nelson (interim director of Public Works) and Madonna Dunbar (Public Works admin person) in my e-mail, look how Trustee Noble forwarded copies. Now why did he do that?

And look how the culprit, Madonna Dunbar, responded to me complaining of nastiness. And I in turn updated the Board². Yes I may have been "nasty," but what would you call someone like her? Regardless, rather than regurgitating the contents of my e-mails, I simply refer the reader to the contents of Exhibit "A."

Conclusion: We need an investigation. A thorough investigation. We need to examine every expenditure Ms. Dunbar has authorized in the last five (5) years. We need to learn to whom they have been made, and for what. The public needs to know there is no evidence of fraud and embezzlement. And not because our staff tell us there is none. But because we've done an independent investigation and found no evidence. That's really what this is all about.

And Board members. Please don't let Ms. Dunbar REFUSE the two VIP festival passes the public has paid for. Remove her from their control, and make them available to members of our community.

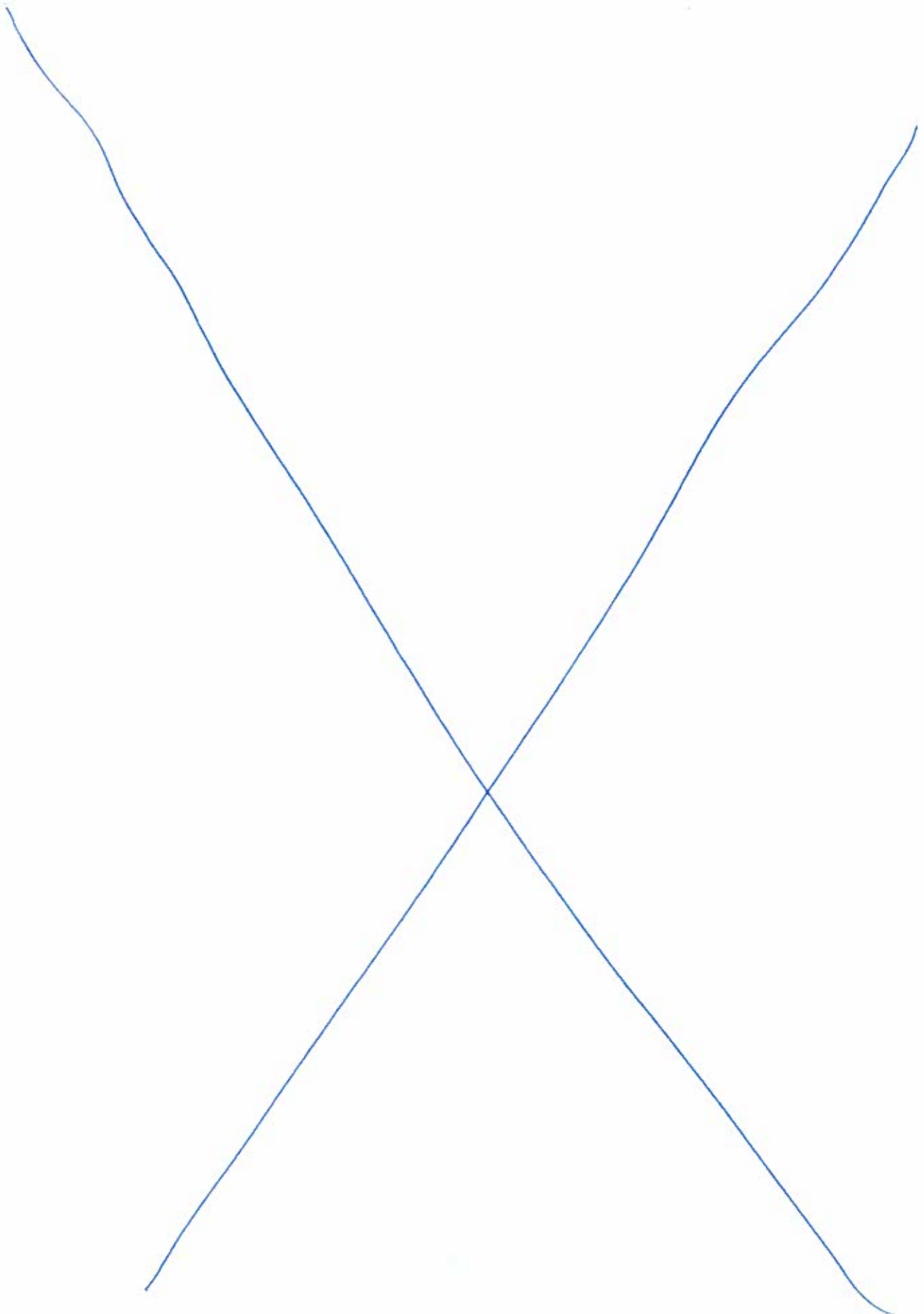
¹ Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else>.

² The string of e-mails referenced herein are collectively attached as Exhibit "A" to this written statement.

And you wonder what your Recreation ("RFF"), Beach ("BFF") Facility Fees and solid waste rates and charges which include pass through of IVGID's franchise fee actually pay for? I've now provided more answers.

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

EXHIBIT "A"



Re: November 8, 2023 IVGID BOT Meeting - Agenda Item C - Look How Your Wonderful Staff Donate Public Monies to a Film Festival So They Can Bag Free Admission For Themselves to Festival Screenings - The Ethics of IVGID - Who is a Partner? Can it Get Any Worse?

From: <s4s@ix.netcom.com>
To: Dave Noble <noble_trustee@ivgid.org>
Cc: Matthew Dent <dent_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, Michaela Tonking <tonking_trustee@ivgid.org>, Ray Tulloch <tulloch_trustee@ivgid.org>, Mike L. Bandelin <MLB@ivgid.org>, <bma@ivgid.org>, Nolet Chris <cnolet99@gmail.com>
Subject: Re: November 8, 2023 IVGID BOT Meeting - Agenda Item C - Look How Your Wonderful Staff Donate Public Monies to a Film Festival So They Can Bag Free Admission For Themselves to Festival Screenings - The Ethics of IVGID - Who is a Partner? Can it Get Any Worse?
Date: Nov 6, 2023 3:09 PM

I'm sorry. Can you believe there's MORE?

These VIP passes are apparently "Green All-Access Pass(es)" And they have a \$165.00 per pass value.

And what does the holder get for his/her \$165? "The Green Pass admits one person to all films throughout the festival. **In addition, this pass entitles the pass holder to attend our special events each evening at the Crystal Bay Casino VIP lounge located next to the Crown Room. At each event, complimentary cocktails, wine and beer will be available as well as food and appetizers from the following North Tahoe establishments: Big Water Grille, Crystal Bay Steak & Lobster House, Gus' BBQ, Happy Tiers, Las Panchitas, Lupita's, Raley's, Rosewood, Sage Leaf, and T's Rotisserie**" (go to <https://tahoefilmfest.ticketsauce.com/e/8th-annual-tahoe-film-fest/tickets>).

So had I not spilled the beans, our Ms. Dunbar would have been eating and drinking her way to filmfest nirvana. EVERY EVENING of the festival. Plus December 9 and 10 to boot! **And at our expense** thank you very much!

Just like IVGID, the more one digs the uglier it gets. Ugly, ugly, ugly!

Respectfully, Aaron Katz

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

From: <s4s@ix.netcom.com>
Sent: Nov 6, 2023 2:49 PM
To: Dave Noble <noble_trustee@ivgid.org>
Cc: Matthew Dent <dent_trustee@ivgid.org>, Sara Schmitz <trustee_schmitz@ivgid.org>, Michaela Tonking <tonking_trustee@ivgid.org>, Ray Tulloch <tulloch_trustee@ivgid.org>, Mike L. Bandelin <MLB@ivgid.org>, <bma@ivgid.org>, Nolet Chris <cnolet99@gmail.com>
Subject: Re: November 8, 2023 IVGID BOT Meeting - Agenda Item C - Look How Your Wonderful Staff Donate Public Monies to a Film Festival So They Can Bag Free Admission For Themselves to Festival Screenings - The Ethics of IVGID - Who is a Partner? Follow Up

Chairperson Dent and Other Honorable Members of the IVGID Board -

Sorry to keep kicking this dead horse. But apparently, the horse isn't dead...

So I went to the festival's web site (tahoefilmfest.com). I looked at sponsorship overview (tahoefilmfest.com/sponsors/), and I was linked to a sponsorship brochure (https://tahoefilmfest.com/wp-content/uploads/7TahoeFilmFest_SponsorshipBrochure.pdf). Then I went to the brochure itself and here's what I found:

1. The Tahoe Water Suppliers' Ass'n ("TWSA") is apparently a "Festival Partner." One of at least 35 partners. Take a look at the list. Other than the TWSA, how many other partners are public agencies? NONE!
2. So why are we Ms. Dunbar? What does this have to do with performing your job of delivering quality water to the residents of Incline Village and Crystal Bay?
3. Okay. What kind of partner are we? According to the brochure, we must be a "business partner." The cost last year was \$1,000. Wasn't it Ms. Dunbar? What's the cost this year? \$1,000-\$2,000. Do you see a \$750 cost to become a business partner? No you don't.
4. Did you make up the \$750 Ms. Dunbar to send us on a wild goose chase? Or did you really spend \$750 for advertising? How about one of you Board members getting evidence of the expenditure and sharing it with the public? Let's find out if it was \$750 or \$1,000. Stupid me went to the list of weekly bill pays. But they haven't been updated since last July! Yes I can do a records request. But why do I have to do your jobs? I'm certain Mr. Magee can find the answer in two seconds! Is this too much to ask?
5. Which means our Ms. Dunbar may not have been as honest and forthcoming as one might expect. But why don't you Board members do your jobs and get to the truth?
6. Let's continue. What does one get for his/her/its business partnership? How about a 1/2 page color advertisement in the festival catalog? In fact, to get a full page advertisement, how much must be donated? \$2,500-\$5,000 to become a "supporting partner." Is that what we are Ms. Dunbar? Didn't you tell us you purchased a full page advertisement for \$750?
7. That \$750 advertisement came with two VIP film festival passes, according to Ms. Dunbar. But it didn't come with the TWSA's logo/name on the festival's web site which is another amenity which comes with "business partner" status. Right Ms. Dunbar? But wait a minute. Go to the film festival's official web site. There you will see the "Drink Tahoe Tap" name and logo. And a link to <https://www.yourtahoepace.com/public-works/water/source-water-protection>. But how come a link? Doesn't that mean we must be a business partner rather than just a festival catalog advertiser?
8. More evidence we're a festival "business partner" rather than just an advertiser. Look at the festival's official web site. Don't you see the "Drink Tahoe Tap" name and logo under "business partners?" Yes you do! Doesn't that mean we're business partners rather than just advertisers Ms. Dunbar?
9. Let's go back to Ms. Dunbar's representation that she purchased a FULL page ad, rather than the standard 1/2 page ad. What do you want to bet that when the official film festival catalog is published, the TWSA has a 1/2 page versus full page advertisement? Of course we don't know this yet. But please remember I raised the issue. And we'll be watching. Because if the ad is 1/2 page, it means Ms. Dunbar did not purchase advertising. Right Ms. Dunbar?
10. So now that we know we're business partners, why are you suggesting, Ms. Dunbar, that we're nothing more than advertisers in the film festival's official catalog? Bueller? Bueller?
11. What else does one get for his/her/its business partnership in addition to advertisement in the festival's official catalog, and logo name and placement on the festival's web page? 2 VIP all access passes to all special events and screenings. We paid for this didn't we Ms. Dunbar? So where do you get off deciding you will "refuse the passes" simply because you're planning on being out of town? They're NOT your passes to refuse! Why are you telling us that if you can't use these VIP passes, no one can? What sort of public employee are you? Why is it all about you and nothing about the public? Are you asking these questions Board members? Because you should. And because this is evidence of the IVGID culture, front and center!
12. And remember. The advertisement in the Daily Tahoe Tribune included the IVGID Waste Not name/logo. Where does Waste Not come into the equation? But upon closer inspection, it appears BOTH Tahoe Tap and Waste Not logos are published. So could it be Ms. Dunbar used \$750 of TWSA funds and \$750 of IVGID Waste Not funds to become a festival business partner? Like I said. We need a full audit!

Remember I have shared with you that our community is made up of TAKERS. People and organizations who ask not what they can do for IVGID but rather, what IVGID and the public can do for them. And here we have another example. Now my question. Other than the two VIP passes, what else are you exacting from the film festival people Ms. Dunbar? Although the red flags are all there, I'm not accusing you of anything. I am simply asking the question.

And how many other takers who come to Ms. Dunbar asking for special favors or accommodations because they think IVGID exists for them rather than the public? And how many actually get some special favor or accommodation? And why is Ms. Dunbar even in a position so that she can field requests like these? And then respond to them? It's called "checks and balances." Or "internal controls." Of which we have NONE!

Mr. Magee. We need an investigation. A thorough investigation. We need to examine every expenditure Ms. Dunbar has authorized in the last five (5) years. We need to learn to whom they have been made, and for what. The public needs to know there is no evidence of fraud and embezzlement. And not because our staff tell us there is none. But because we've done an independent investigation and found no evidence. That's really what this is all about.

And Board members. Please don't let Ms. Dunbar REFUSE the two VIP festival passes the public has paid for. Remove her from their control, and make them available to members of our community.

Thank you, Aaron Katz

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

From:

Sent: Nov 6, 2023 12:49 PM

To: Dave Noble

Cc: Matthew Dent , Sara Schmitz , Michaela Tonking , Ray Tulloch , Mike L. Bandelin ,

Subject: Re: November 8, 2023 IVGID BOT Meeting - Agenda Item C - Look How Your Wonderful Staff Donate Public Monies to a Film Festival So They Can Bag Free Admission For Themselves to Festival Screenings - The Ethics of IVGID - Follow Up

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

So nice to hear from Ms. Dunbar below. BTW, how did she get the e-mail which was directed to the Board? What about Kate Nelson? How did she get a copy? I didn't send them copies. Was it Trustee Noble? If so, was that an appropriate thing for him to do?

Nevertheless, the more Ms. Dunbar opens her mouth, the better it gets.

Do you Board members know the difference between the Tahoe Water Suppliers' Ass'n ("TWSA") and IVGID's Waste Not Program? The advertisement in the Tahoe Daily Tribune identifies IVGID's Waste Not as a Film Festival presented. Not the TWSA, but Waste Not. I didn't even know more money was being spent on magazine advertisements. So what is Waste Not paying to be an official presenter for the film festival? And would this be in addition to the \$750 advertisement placed in the Film Festival's magazine? You need to do an investigation of these matters to learn the truth. Perhaps a forensic investigation as I initially suggested. Right Mr. Magee?

Did you use VIP film festival tickets last year Ms. Dunbar? Was I so out of line in bringing this truism to the attention of the Board? Why didn't you admit this in your e-mail below? Did you and Indra deny use of those tickets to members of the public who learned of their existence? Did the public even know you were in control of this public amenity paid for with the trash rates (the passed through franchise fee) we paid? Although you apparently won't use the VIP tickets for this year, now that you've been called out, what about the rest of us? Is the Board going to compel staff to make these passes available for local parcel owners' use because they were bought and paid for with public funds?

And BTW, most of the expenditures I highlighted in my e-mail to you which I attributed to Ms. Dunbar, came from a summary of charges made on her IVGID procurement aka credit card. Now maybe Ms. Dunbar can come up with justifications for some of these charges. But that's not the point. Here we have another public employee who shouldn't have access to such a card and cannot be trusted insofar the way she uses it. Who basically hides

from the Board and the public what she uses the card for. This is an issue several of us have raised before, and yet how has this wrong been corrected? Not at all thank you very much. Like I said. The more things change, the more they stay the same.

So the film festival comes up with some sort of magazine describing its films, and presumably it pays for the magazine with advertisements. So in addition to Waste Not's "presenter" status, Ms. Dunbar admits she spent an additional \$750 for an advertisement in the magazine. Now why is a public agency spending this kind of money on a magazine advertisement to promote an organization which has no direct contact with the public? And whose available funds come from rate payers? Who told Ms. Dunbar it was acceptable to place such an advertisement in this particular magazine? Where was the supervision over her placement? Brad Underwood? Kate Nelson? Where are the internal controls? Don't you think these questions need to be answered by someone? Or is it just water under the bridge Trustee Tonking?

The Board should find out how many VIP passes the District has paid for. Were there two for Waste Not? And another two for the TWSA's advertisement? Where are the passes going? Who decides who gets to use them? Shouldn't the Board implement some sort of lottery system and advertise to the public that they're available for public use?

Thank you for your cooperation. Aaron Katz

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

From: Madonna Dunbar

Sent: Nov 6, 2023 11:11 AM

To: Dave Noble

Cc: s4s@ix.netcom.com , Matthew Dent , Sara Schmitz , Michaela Tonking , Ray Tulloch , Mike L. Bandelin , Kate Nelson

Subject: Re: November 8, 2023 IVGID BOT Meeting - Agenda Item C - Look How Your Wonderful Staff Donate Public Monies to a Film Festival So They Can Bag Free Admission For Themselves to Festival Screenings - The Ethics of IVGID

Well this is nasty indeed and full of incorrect information.

. Just so you all know - I will refuse the passes that come with the \$750 fullpage TAHOE WATER SUPPLIERS ASSOCIATION ad in the program this year, so there is no issue. Also I will not be in the area during the Film Festival this year.

- Madonna

On Nov 6, 2023, at 10:41 AM, Dave Noble wrote:

Mr. Katz,

The IVGID BOT has received your correspondence.

Each Trustee will individually decide what, if anything, to do with the information provided.

David Noble

Secretary, IVGID BOT

From: s4s@ix.netcom.com

Sent: Saturday, November 4, 2023 9:41:07 AM

To: Matthew Dent

Cc: Sara Schmitz; Michaela Tonking; Dave Noble; Ray Tulloch; Mike L. Bandelin; Nolet Chris; Bobby Magee

Subject: November 8, 2023 IVGID BOT Meeting - Agenda Item C - Look How Your Wonderful Staff Donate Public Monies to a Film Festival So They Can Bag Free Admission For Themselves to Festival Screenings - The Ethics of IVGID

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

Chairperson Dent and Other Honorable Members of the IVGID Board -

Here we go again. I keep tell you that it's essentially everything your over compensated and under qualified staff do. Essentially everything! Because these are the kinds of people staff hire. And then they get no training insofar as how to be an ethical employee. Again, it's essentially all of them. And I know because I've seen many of them in action. And now it's wonderful Madonna Dunbar in Public Works. Who is Ms. Dunbar? Well according to Susan Herron, it's her best bud. It's the reason why Ms. Herron chose to come to work for IVGID. So she could spread her brand of ethics which permeates IVGID. Well that should tell you everything you need to know about Ms. Dunbar.

Ms. Dunbar is an admin person in Public Works. Nothing more. She apparently is assigned to solid waste (even though we've outsourced solid waste) so she administers waste (actually she appears to be the head of that department) and give away the District labels "Waste Not." Kind of like the old Squaw Valley moniker: "We Care." That many of us would mock by stating "Like, we care." So here it's "Like we waste not." Not. I saw first hand Ms. Dunbars complete lack of competence when it came to negotiating the current solid waste franchise. And her negotiations for bear boxes. And her current negotiations with Waste Management which if she had her way, would be an absolute disaster.

And let's set the table for valuable Ms. Dunbar. Guess how much money she cost the District in 2022 according to Transparent Nevada? \$94,639.62 in salary and a whopping \$121,247.67 in salary + benefits. What? For doing what? Why don't you ask her interim supervisor Kate Nelson? And how much more do you think Ms. Dunbar is being paid in 2023 now that her best bud has attained a "directorship?"

So again, what exactly does she do? Well take a look at page 11 of yesterday's Tahoe Daily Tribune. A full page ad for...Tahoe Film Festival. What does this have to do with Public Works or Ms. Dunbar?

Take a look at the bottom of the page. Look who's "presenting" this activity? Do you see the IVGID logo? Do you see "Waste Not?" That's Ms. Dunbar. Who decided to be a Film Festival sponsor? Ms. Dunbar. Who supervised her in that decision? Ms. Dunbar. Who failed to implement internal controls to ensure this was an appropriate expenditure for we rate payers? Ms. Dunbar. Who decided to donate public monies to this private event? Ms. Dunbar. How much of a giveaway did Ms. Dunbar give? Well I'm not going to waste my time do a public records request but last year it was \$1K. Wasn't it Ms. Dunbar? How about you come clean and volunteer this information to the Board? It's called transparency. Or maybe you can get our ill equipped interim GM to get the information and report it to the Board?

Let's return to Ms. Dunbar. Because it's emblematic of what she and many of her colleagues do. So did you benefit personally as a result of this "presentation" and giveaway to the Film Festival? Yes you did. As a "presenter" you got two (2) VIP all access passes to special festival events and screenings. Didn't you Ms. Dunbar? Did you go to any of the films last year Ms. Dunbar? Yes you did. Did you invite any of your IVGID colleagues to join you? Like wonderful Ronnie Rector? Yes you did. Did you and your colleagues reimburse the District for the freebies you took advantage of at local parcel owners' expense? No you didn't. Was this an unethical to do? Yes it was! Didn't you learn that when the Executive Director of the Ethics Commission came to speak to IVGID? Doesn't the personnel manual you were supposed to have been given expressly reference these provisions in NRS 281A. NRS 281A.400 to be exact.

When I learned of Ms. Dunbar's shenanigans last year I asked for a couple of the free passes so Judy and I could go to the movies. And what was staff's response? Well you can guess. People like Ms. Dunbar don't want members of the public cutting in on their turf. How wonderful.

Well Board. Now that you know, DO SOMETHING. How about getting back the money Ms. Dunbar authorized be paid to the Film Festival. Or if the money hasn't gone out, STOP PAYMENT. Let her be the one to explain that she had no authority to give away public funds. I hope it embarrasses the hell out of her.

If the money is gone, make Ms. Dunbar reimburse the District. She's making plenty of money. Make the public whole.

And when she gets the VIP passes, take them out of her control. Because she can't be trusted. Turn them over to our GM and then publicize the fact that they're available for use by local parcel owners. Not outsiders like Ms. Dunbar. And can I be the first to ask for these two VIP passes to see the December 2 screening of San Francisco Sounds I & II at the Incline Cinema? Kind of like a finder's fee. After all, Judy and I paid for it with our pass through solid waste Franchise Fee which funds Waste Not, didn't we?

And my experience with people like Ms. Dunbar, is if they act a certain way when it comes to the facts I describe, what do you think you're going to find when you examine her procurement card charges? I seem to recall there being an expenditure last year of in excess of \$1,500 for Christmas gifts for her colleagues. Do I have that one right Ms. Dunbar? What about the \$1,252.25 you charged for the balance due on your Bella Affair luncheon? How much more did the luncheon cost Ms. Dunbar? What about the \$75.24 in luncheon centerpieces? And why did local parcel owners get stuck with that one? What about membership in the American Water Works Ass'n? How about the Tahoe Business Bureau? More wasteful memberships (close to \$400/annually) that cost the District in excess of \$50K annually? How about your personal Lyft rides? What about her Sprint wireless cellphone charges? What about your \$140 and then another \$78 worth of Kuru shoes you assigned to work? What about your underwear that you wore to work? What about the \$136.38 spent for the EB WILD AMP SCENIC FILM Festival? What about the \$360 charged for tickets for staff to the Golden Pinecone Awards? What about the \$150 with Mofos Pizza for lunches hand crew chipping of holiday trees? And another \$162.40 to Mofos captioned Hospitality - Volunteer Cleanup event 6/1/19? And another \$44.22 for lunch for the crew? What about \$110 so she could attend the Sustainable Tourism Conference? What about \$271.78 for volunteer lunches on Snapshot Day? What about her lunch at Thai Recipe lunch with some NV green business program coordinator? What about lunches at Artemis Mediteranean Restaurant for the crew after some Summit? Are you people getting the picture? This woman cannot be trusted. Why does she still have a procurement card? Who is approving what she does? Why is she still employed by the District?

Now you Board members wouldn't have had a clue about any of this unless I alerted you to this fact, would you? So much for transparency. Right Ms. Dunbar?

You want to know where your Rec Fee goes? You want to know where your trash rates go? Well now I've explained.

When we hire a forensic auditor, how about we direct him/her to investigate Ms. Dunbar? But in the meantime, how about those VIP Film Festival tickets.

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD’S REGULAR NOVEMBER 8, 2023 MEETING –
AGENDA ITEM C – PUBLIC COMMENTS – MORE EVIDENCE OUR STAFF
ARE OVER COMPENSATED, OVER BENEFITED AND ILL EQUIPPED
FOR THE JOBS STAFF ASK THEM TO DO - \$5,600 ON POOL
FURNITURE SHIPPING COSTS**

Introduction: Well here’s yet “another one” as my friend DJ Khaled would say¹. More evidence of staff incompetence and waste which would have been hidden from the public were it not for my digging. And here it’s our head glorified life guard’s unnecessary purchase of pool furniture plus \$5,600 in shipping costs to boot! And that’s the purpose of this written statement.

My E-Mail of November 8, 2023: On November 8, 2023 I sent the Board an e-mail, with attachments, which identified how our staff would have overpaid for unnecessary pool furniture were it not for my discovery and intervention². Rather than regurgitating the contents of my e-mail, I simply refer the reader to the contents of Exhibit “A.”

Conclusion: I sent my e-mail to the Board because I wanted them to see the evidence of the very thing I complain about at so many meetings. Our staff are grossly over compensated and over benefited. And really not qualified to be doing many of the jobs they do. And at a cost and professionalism, far greater and less, respectively, than the private sector. Here we had a glorified lifeguard who became a purchasing manager by default. And why? Because staff had some extra budgeted cash left over burning holes in their pockets. And they wanted to spend it. Forget that the money was budgeted to reconstruct Burnt Cedar Pool rather than to purchase pool furniture. Let's spend it on something else not budgeted. It's the IVGID way. The IVGID culture. The District’s version of “financial transparency.”³ It's another example of everything that's wrong with this place.

And you wonder what your Recreation (“RFF”) and Beach (“BFF”) Facility Fees actually pay for? I’ve now provided more answers.

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

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

² That e-mail is attached as Exhibit “A” to this written statement.

³ Don’t you just love disingenuous comments like the one which has recently come out of attorney Josh Nelson’s mouth to the effect that “the District has a strong commitment to transparency” [go to page 295 of the packet of materials prepared by staff (“the 11/8/2023 Board packet”) in anticipation of this meeting (https://www.yourtahoeplace.com/uploads/pdf-ivgid/G.5._General_Business_-_Policy_23.1.0_-_Confidential_and_Non-Public_Information.pdf)]?

EXHIBIT "A"

Another Example of Everything That's Wrong With This Place - \$5,600 For Pool Furniture Shipping Costs!

From: <s4s@ix.netcom.com>
To: <MLB@ivgid.org>
Cc: Dent Matthew <dent_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>
Subject: Another Example of Everything That's Wrong With This Place - \$5,600 For Pool Furniture Shipping Costs!
Date: Nov 8, 2023 9:42 AM
Attachments: [Quote Bundle - 40338 - Pool Area Furniture 2023 \(04-20-23\) \(1\).pdf](#) [Burnt Cedar Pool Furniture report.pdf](#) [Burnt Cedar Pool Furniture Summary.pdf](#) [G.2. - Consent Calendar - CORE - BCB Pool - Furniture.pdf](#) [Katz VS Gwynne.pdf](#) [2023 05 02 Burnt Cedar Pool Furniture report GC.pdf](#) [attachment-7](#) [attachment-8](#) [attachment-9](#) [attachment-10](#) [attachment-11](#) [Katz VS Gwynne vendor comps.pdf](#)

Thank you Mike. Especially for responding in a timely manner -

So let's see. From a summary of events:

1/23/23 – Received a records request regarding staff's proposed Sister Bay furniture purchase for Burnt Cedar Pool from Aaron Katz; sent to me by Melissa Robertson.

A) I made my request when I first learned staff intended to purchase new pool furniture because \$43K+/- was allegedly left over from the Burnt Cedar Pool reconstruction project. Ms. Herron's response at the time was that there were no records of a purchase because there had been no purchase. All staff had was a quote. I thought the quote was bogus and incomplete. So I did some quick research that I shouldn't have been required to do (after all, don't we have competent, professional staff to do the same?), and discovered the same furniture available from a competitor not only for less, but with free shipping to boot! My main objection was that had I not intervened, staff would have blindly wasted \$5,600 on shipping plus overpaid. I guess to another one of their "favored collaborators." Something in my experience staff routinely do. Especially with fitness equipment which is routinely recycled unnecessarily with big, big shipping expenses.

2/23/23 – Shelia Leijon and I called Emily Jean at Prestwick and asked if there was anything she could do for us. She spoke with her superiors and sent a new quote, removing the \$5600 shipping fee and she was able to match the Premium Poly Patios cost of \$39,932.96.

A) Well what do you know? Staff used my research to do the job they should have done in the first place to ensure the public didn't unnecessarily spend \$5,600 on shipping. So staff went ahead and augmented their purchase to include an additional approximate \$5,600 of pool furniture. Roughly the same expenditure, but with more bang. Former Trustee Hammer Hell would have described this as "added value."

So what's my point? I still don't think the purchase should have been made because it was unnecessary. But putting that aside, more evidence of staff incompetence. Things like this seem to take place every day on all sorts of things the public never learns of. And staff just doesn't care. Employees who are not qualified to perform a certain job end up doing that job. And we end up over paying and realizing a less than professional outcome compared to what we would realize if we out sourced. Just look at Rich Allen, our Superintendent of Fleet who overpays for lawnmowers. And then doubles down with \$64.3K blade sharpening machines to sharpen the blades on those lawnmowers. And was costing the District \$161,377.34 in salary and benefits in 2022! And who knows how much more in 2023? That's because there's a lack of supervision. A lack of internal controls. A lack of transparency. And who ends up paying? Local parcel owners. Thank you very much.

So how about you get some metal plaques made up Mike? Put something on them to the effect thanking local resident me for getting this wonderful furniture with free shipping. And then have the plaques installed on each piece of furniture. Just like Mr. Wheeler's plaque at the end of the jetty at

Burnt Cedar Beach. Or just like our monument garden at the top of the Lakeview Chair Lift at Diamond Peak honoring all sorts of unsung dignitaries.

I'm sending this response to the Board. I want them to see the evidence of the very thing I complain about at so many meetings. Our staff are grossly over compensated and over benefited. And really not qualified to be doing many of the jobs they do. Here we had a glorified lifeguard who became a purchasing manager by default. And why? Because staff had some extra left over cash burning holes in their pockets. And they wanted to spend it. Forget that the money was budgeted to reconstruct Burnt Cedar Pool. Let's spend it on something else not budgeted. It's the IVGID way. The IVGID culture. It's another example of everything that's wrong with this place.

But of course none of you see this. Or if you do, you're afraid to fix the problem(s) because that would be "micro-managing." Right Trustee Noble?

Respectfully, Aaron Katz

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

From: Mike L. Bandelin <MLB@ivgid.org>
Sent: Nov 8, 2023 8:05 AM
To: s4s@ix.netcom.com <s4s@ix.netcom.com>
Subject: FW: Public records request.

Hi Aaron-

When you have a moment please review the attached documents in regards to the information request. Please let us know if we are missing any requests. Also, the Preston field is accommodated with night lighting.

Take care,

Mike

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

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Saturday, November 4, 2023 3:55 PM
To: Mike L. Bandelin <MLB@ivgid.org>
Subject: Fw: Records Request Sister Bay pool deck furniture

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

Hi Mike -

Please make sure I get the records the subject of my records request in a timely manner. I received an e-from Ms. Herron stating should would be gone on 11/14. You have to have someone available in her absence.

Thank you, Aaron

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

From: <s4s@ix.netcom.com>
Sent: Nov 4, 2023 3:52 PM
To: <info@ivgid.org>
Cc: Herron Susan <Susan_Herron@ivgid.org>
Subject: Records Request Sister Bay pool deck furniture

Attached.

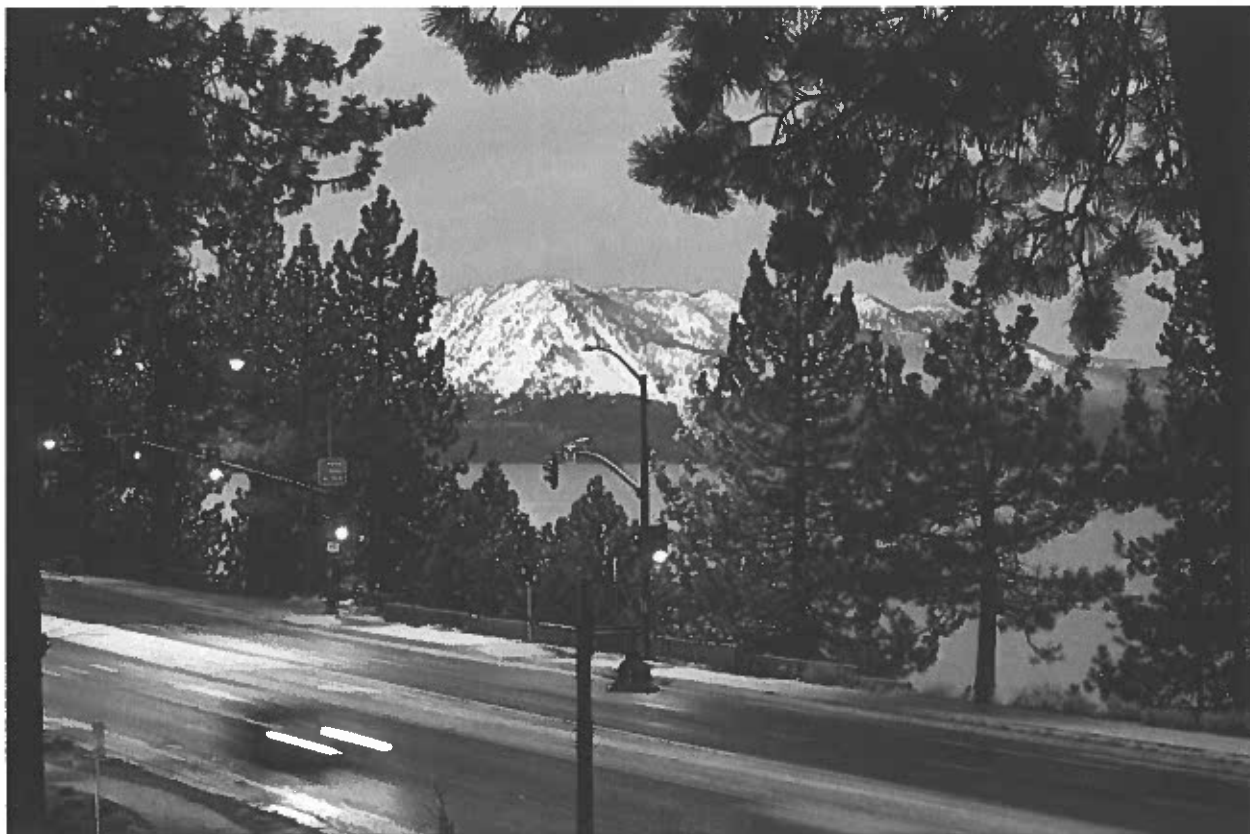
Form would not allow insertion of date.0.....

Reno-Gazette-Journal

Urban plan for Tahoe flawed, shortsighted

Opinion by Pamela Tsigdinos • 11-04-2023

[Urban plan for Tahoe flawed, shortsighted \(msn.com\)](#)



Pamela Tsigdinos asks: Can we trust an agency riddled with conflicts of interest to put the safety of Tahoe communities over more lucrative interests? © Desiree Aldeguer, Getty Images

In final remarks, pre-recorded and played during the 2023 Lake Tahoe Summit, the late Senator Dianne Feinstein warned about the many threats the Lake faces from overdevelopment, climate change, invasive species and wildfire.

Sadly, Tahoe land-use documents indicate her remarks fell on deaf ears. Buried deep inside county documents progressing now through the Tahoe Regional

Planning Agency (TRPA) are new codes and ordinances with the power to fundamentally degrade Tahoe's surroundings, wildlife habitats and communities.

These Tahoe basin area plan amendments arrived in an "Economic Sustainability and Housing" Trojan horse. If approved, there's a raft of incentives written by and for developers and those eager to further exploit Tahoe's scenic beauty for profit.

The devil is in the details

The amendments would allow urban level building height and density across the mostly rural Tahoe basin. Has anyone considered how five-story (65-foot) buildings on either side of the two-lane road around most of the lake will block sunlight or scenic views? Where will water drain, pool or freeze? How much soil will end up moved and covered? Who ensures new buildings don't strictly end up as luxury condos? Who will tightly enforce deed restrictions? What's to stop an investor from marketing accessory dwelling units (ADUs) specified for workforce housing as short-term rentals? With little to no parking required for new buildings, where will vehicles for their occupants be parked? How many local businesses will be lost to corporate-owned developments?

Let's be clear: Public safety and evacuation, air or water quality, and downstream impacts of pollution or climate challenges are *not* developer and investor priorities. Traffic gridlock, wildfire evacuations, code enforcement and clean drinking water? Those issues will be left to other government agencies, first responders and their budgets to manage.

These sweeping land use changes — the most significant since the 1960s — will radically reshape Tahoe's future. The urbanization plan minutiae, unknown to most, are targeted for approval by year's end. The public will first fully experience the impacts when roads are blocked, excavation machines lumber in and dump trucks roll by with thousands of cubic feet of dirt and dust. Mountain Area Preservation, one of many grassroots community groups, summarized the many negative impacts.

Tahoe has a tortuous history of development battles. The TRPA, a federally created bi-state body between Nevada and California, first convened March 17, 1970. Its primary task: *protect* Lake Tahoe and its surrounding basin.

Tahoe Basin protections weakened over time

While most of us were otherwise occupied, a tangled web of business entities and tourism beneficiaries set to work re-architecting the TRPA and watering down its once-strict developer requirements. By 2012 TRPA's last full regional plan update led to six area plans and a confusing set of committees. It also elevated developer needs and delegated much of the responsibility for land use back to the commercial interests and counties it was meant to oversee.

Can we trust an agency riddled with conflicts of interests to put the safety and well-being of Lake Tahoe and its communities over more lucrative interests?

For example, today's TRPA Chair Cindy Gustafson is also a Placer County supervisor and former CEO of the North Lake Tahoe Resort Association and North Tahoe Chamber. Her husband's consulting firm clients are a who's who of Tahoe developers: Palisades Development; Homewood Mountain Resort; New Martis Partners; Northstar-at-Tahoe Resorts and more.

Gustafson and TRPA governing board members, including Washoe County Commission Chair Alexis Hill, also sit on boards and funnel taxpayer money to nonprofits, committees and agencies created by developer and business interests. These include the Tahoe Prosperity Center, creators of Envision Tahoe; the Tahoe Fund; and the Reno Tahoe Convention & Visitor's Authority. They are joined on TRPA's board by Vince Hoenigman, co-founder of a firm that specializes in urban-infill housing in Southern California. Yet, when voting, recusals rarely take place.

The Portland-based consulting firm that provided the basis for these Tahoe land use changes did previous work in Austin and San Antonio; Sacramento; Kansas City, Missouri; and Bend, Oregon. Those locales have vastly different climate circumstances than exist in the Tahoe Basin.

The complex proposals pending TRPA's approval came together in a confusing patchwork of meetings and presentations, all but intended to avoid in-depth public examination. Such important land use allowances and regulations deserve much more scrutiny. Worse still, local and state officials, planners and developers (along with their highly paid attorneys and consultants) have misrepresented and ignored substantive and thoroughly researched public feedback provided to date.

There's no more important land use question for this unique area today than this: How many people can Tahoe safely accommodate and evacuate in a mountainous area with few exits and tens of millions of visitors — many unfamiliar with the terrain?

Before increasing Tahoe's building density and population further, calculate what the Basin can safely hold amid rising climate risks. Tahoe lies in a recognized double-hazard zone for wildfire. Need more reasons to care? There has not been an updated environmental impact study on the cumulative proposed "urban" changes and projects already in the pipeline. Nor has there been adequate recent traffic and wildfire evacuation data-gathering and analysis done. If you are one of the millions who love Tahoe's natural beauty or are one of the 55,000 who call Tahoe home, now is the time to weigh in with comments to pause the Tahoe Area Plan amendment process. Tell TRPA not to urbanize Tahoe's communities and put lives at risk at publiccomment@trpa.gov

There are better and more cost-efficient ways to address Tahoe's housing crunch, such as:

- Severely capping STRs throughout the Tahoe Basin and increase fines and enforcement measures to ensure compliance
- Investing in programs that incentivize repurposing of abandoned buildings that have the infrastructure and parking in place
- Converting existing structures from empty commercial spaces to housing instead of focusing only on new building units
- Requiring large resort employers to provide workforce housing on site
- Encouraging and funding programs such as Lease to Locals.

Decades ago, alarm bells went off when plans took shape to massively develop Tahoe. A 1964 plan once called for a Tahoe population of 313,000 by 1980. The public rallied; those plans didn't come to pass.

Tahoe is far too precious to be paved over and congested further by an urban plan that will jeopardize its future.

Pamela Mahoney Tsigdinos is a Tahoe resident who volunteers with Tahoe Basin grassroots groups.

Have your say: How to submit an opinion column or letter to the editor

This article originally appeared on Reno Gazette Journal: Urban plan for Tahoe flawed, shortsighted

Dangerous!

NEW HOUSING AMENDMENTS PROPOSED BY TRPA

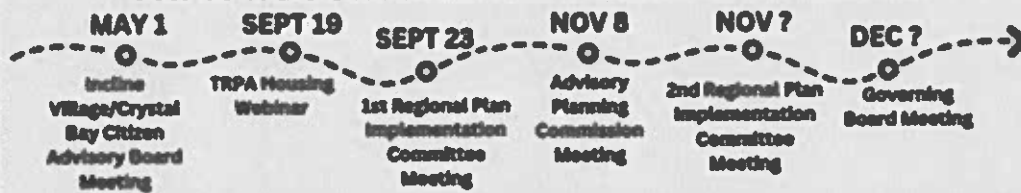
These radical changes to TRPA's Regional Plan will result in significant negative environmental impacts to traffic (wildfire evacuation) air and water quality.



	Land Uses								
	Town Centers			Zoned Multi-Family			Transition Zones		
	Existing	Proposed	Change	Existing	Proposed	Change	Existing	Proposed	Change
Density units P/Acre	25	unlimited	unlimited	15	unlimited	unlimited	15-25	unlimited	unlimited
Height	56ft	65ft	+18%	36ft	42ft	+17%	42ft	53ft	+26%
Coverage	70%	100%	+42%	30%	70%	+133%	30%	70%	+133%
Parking Spaces P/Unit	2.25	0	-100%	2.25	0.75	-67%	2.25	0.75	-67%

Applies to units deemed restricted and affordable, moderate, or achievable (no income cap)

TRPA HOUSING AMENDMENTS TIMELINE



Affects:

Incline Village, Portions of the Kings Beach Grd, Tahoe Vista, Carnelian Bay, Dollar Hill, Lake Forest, Tahoe City, Tahoma, Homewood etc.

ntpac.org



preserve@ntpac.org

MEMORANDUM

TO: Board of Trustees

THROUGH: Kate Nelson, Interim Public Works Director

FROM: Hudson Klein, Principal Engineer

SUBJECT: Review, discuss and possibly approve a contract time extension with Jacobs for the Effluent Storage Tank CIP# 2599SS2010 project.

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

Budgeted Initiatives for 2021-2023

C. Work with CMAR and design consultants to finalize design and begin construction of the Effluent Pond Lining (now Storage Tank).

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policy 12.1.0 - Multi-Year Capital Planning; Purchasing Policy for Goods and Services Policy 20.1.0

DATE: December 13, 2023

I. RECOMMENDATION

Approve a contract time extension with Jacobs for the Effluent Storage Tank CIP#2599SS2010 project.

II. BACKGROUND

Jacobs Engineering Group, Inc has been contracted by IVGID for the design of the Effluent Storage Tank. The original contract for this project was executed June 9, 2021 and has been amended a total of seven (7) times to reflect changes in either scope and/or time. The current amendment has a completion date for conclusion of final construction document preparation and bidding services by

October 31, 2023. However, PW Staff was required to amend the project schedule to ensure the funding application schedule of the United States Army Corps of Engineers (USACE) Project Partnership Agreement (PPA) agreement was fully executed and the environmental assessment (EA) was completed prior to solicitation of bids for construction. Had the project proceeded with solicitation of bids prior to the execution of the PPA agreement and completion of the EA, IVGID would not be eligible for USACE grant funding. In delaying the project, the construction start date shifted from May 1, 2023 to May 1, 2024 to ensure a complete construction season window for the tank construction.

Currently, the final construction documents have been submitted to TRPA, Washoe County, and NDEP Division of Dams for permitting and all required permits have been obtained. Granite is scheduled to begin bidding the week of December 4, 2023. It is anticipated that the bidding support phase of work will be completed by January 31, 2024.

In accordance with Board Policy 3.1.0, 0.15 Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

The current Amendment 8 is included as Attachment A.

III. BID RESULTS

There are no bid results associated with this item.

IV. FINANCIAL IMPACT AND BUDGET

This is a time extension to the existing contract only. No cost change is proposed.

V. ALTERNATIVES

No alternative is being recommended.

VI. COMMENTS

Approval of the contract extension will allow Jacobs Engineering until 1/31/2024 to provide bidding support to the CMAR for this project.

VII. BUSINESS IMPACT/BENEFIT

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

Jacobs is contracted to develop construction documents to satisfy a regulatory requirement of the NDEP Discharge Permit needed to operate the WRRF. This new facility will provide additional effluent storage to provide staff more time to resolve situations in case of emergency.

VIII. ATTACHMENTS

1. ATTACHMENT A - 2023-12-01 Amendment 8 to Effluent Storage Tank -

Extension of Time

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Approve a contract time extension with Jacobs for the Effluent Storage Tank CIP#2599SS2010 project.

**AMENDMENT NO. 8
TO SHORT FORM AGREEMENT DATED JUNE 9, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
JACOBS ENGINEERING GROUP, INC.**

This Amendment No. 8 to the Short Form Agreement dated June 9, 2021 (“Amendment”) is made and entered into as of December 13, 2023 by and between the Incline Village General Improvement District (“District”) and Jacobs Engineering Group, Inc. (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. **Original Agreement.** The Parties have entered into an agreement for Effluent Pond Lining Final Design dated June 9, 2021 and as amended by previous instruments dated July 14, 2021, September 3, 2021, February 2, 2022, March 10, 2022, June 30, 2022, and June 14, 2023 (“Original Agreement”), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the Services set forth therein.
- B. **Amendment Purpose.** District and Consultant wish to amend the Original Agreement to extend date of completion of the work to January 31, 2024.
- C. **Amendment Authority.** This Amendment is authorized pursuant to Section 5 of the Original Agreement.

Amendment

Now therefore, the Parties hereby modify the Original Agreement as follows:

- 1. **Definitions.** All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
- 2. **Extension of Time.** The Services contemplated by the Original Agreement are to be completed by January 31, 2024. This extension is to allow Jacobs Engineering to provide 100% design documents after the schedule was delayed by Public Works staff to ensure USACE funding was in place prior to bidding.
- 3. **Compensation.** There is no change in compensation due to Consultant pursuant to this Amendment.
- 4. **Continuing Effect of Agreement.** All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term “Agreement” appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
- 5. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
- 6. **Severability.** If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable

by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

CONTRACTOR:
Jacobs Engineering Group, Inc.
Agreed to:

By: _____
Kate S. Nelson, P. E.
Interim Director of Public Works

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

If Contractor is a corporation, attach evidence of authority to sign.

Date

Owner's address for giving notice:
**Incline Village General Improvement
District, Public Works Department**
1220 Sweetwater Road
Incline Village, Nevada 89451
775-832-1267- Engineering Division

Contractor's address for giving notice:
Jacobs Engineering Group
50 West Liberty St., Ste. 205
Reno, Nevada 89501

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim District General Manager

FROM: Heidi H. White
District Clerk

SUBJECT: Election of Board of Trustees Officers for the 2024 Term –
Effective January 1, 2024

DATE: December 13, 2023

In accordance with IVGID's Policy 3.1.0, Section 0.8 as follows:

0.8 Officers of the Board. As the first item of General Business at the first meeting of the calendar year, the Board of Trustees shall elect a Chair, Vice Chair, Treasurer, and Secretary. Each will begin their term immediately after the election and to assume their role for the duration of the meeting continuing until the next election.

According to NRS 318.085(1), the role of Treasurer and the Secretary may be fulfilled by someone other than a Trustee.

Should a vacancy occur, the Board of Trustees shall follow NRS 318.090(5) to fill the vacancy. The most current roster for the current Board of Trustees is located on the District's website.

District Clerk White will conduct the elections of officers and the term of the elected officers will be January 1, 2024 through December 31, 2024.

District Clerk White will open the agenda item by stating that the nominations for officers of the Board is now open and that she would like to begin with the position of Board Chair. Nomination(s) from the Board members will be taken and it is acceptable for a Board member to nominate themselves to an officer position. It is also acceptable for a Board member to nominate a slate of officers. Once all nomination(s) are made, District Clerk White will close the nomination(s) and call for a vote on each nomination(s). This process is repeated for each officer position. The exception would be if a slate of officers is nominated.

MEMORANDUM**TO:** Board of Trustees**THROUGH:** Mike Bandelin, Interim General Manager**FROM:** Bobby Magee, Director of Finance**SUBJECT:** Approve and authorize the General Manager to Execute the State of Nevada Clean Water State Revolving Fund Loan Contracts CW2401 and CW2402 in the aggregate amount of \$36,740,000 to complete the financing of the Effluent Pipeline Project.**RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):**

This action supports:

Long Range Principle #3 - Finance; “The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial policies for operating budgets, fund balances, capital improvement and debt management.”

Long Range Principle #5 - Assets and Infrastructure; “The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.”

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES:

Board Policy 14.1.1 – Debt Management and Limits

DATE: December 13, 2023**I. RECOMMENDATION**

That the Board of Trustees make a motion to Authorize the General Manager to Execute State of Nevada Clean Water State Revolving Fund Loan Contracts CW2401 and CW2402 in the aggregate amount of \$36,740,000 to complete the financing of the Effluent Pipeline Project.

II. BACKGROUND

The District has been advancing a priority capital project to replace sections of the Effluent Pipeline. The current project cost estimate is in the range of \$62.5 million. Funding to support this project is anticipated to include utility funds collected over the past several years and debt financing and principal forgiveness loans through a State of Nevada Clean Water State Revolving Fund

("SRF") Loan.

The District initially applied for and received approval through the State of Nevada Department of Environmental Protection ("NDEP") for a Clean Water Program SRF Loan in the amount of \$52,740,000. NDEP's Clean Water SRF Loan program requires borrowers to secure the loan through issuance of private placement bonds, to be purchased by the State Treasurer, equal to the amount of the loan.

On December 14, 2022, the Board of Trustees approved Resolution No. 1897 (Item H.3) establishing the District's Intent to issue Utility Revenue Bonds and corresponding SRF loan contracts in one or more series, in the maximum principal amount of \$52,740,000.

While completing the District's SRF loan application, and in consultation with NDEP staff, the amount of the initial SRF loan was reduced to \$16.0 million. This reduction in the (initial) loan amount was made in recognition of efforts that had the potential for the District to receive Federal Grant funding in support of the project through the Army Corps of Engineers 595 Program. NDEP staff had recommended reducing the initial loan amount to avoid the potential de-obligation of loan funds.

On March 22, 2023, the Board of Trustees approved Resolution No. 1899 (Item G.2) authorizing the issuance by the Incline Village General Improvement District, Nevada, of its Sewer Bond, Series 2023A in the maximum aggregate principal amount of \$15,760,000 which corresponds to State of Nevada Clean Water State Revolving Fund Loan Contract CW2303 and Series 2023B (Principal Forgiveness) in the maximum aggregate principal amount of \$240,000 which corresponds to State of Nevada Clean Water State Revolving Fund Loan Contract CW2304. The 2023A and 2023B Bonds were issued by the District to the State Treasurer on April 11, 2023.

While the initial loan amount was reduced, the District has been assured that additional funding through the Clean Water SRF Program, up to the original approved amount of \$52,740,000, will remain available for the Effluent Pipeline Project. In addition, in a letter dated March 1, 2023, NDEP and the State Treasurer's Office formally committed to honoring the interest rate applied to the original loan (2.19%), to any additional loan that may be required through project completion. Moreover, should interest rates decrease over the project timeframe, the State will accept the lower market interest rate at the time of securing additional SRF funding. This commitment provides the District with maximum flexibility in terms of SRF loan funds that may be required through project completion and effectively eliminates any interest rate "risk" that arose because of reducing the initial loan amount to \$16.0 million. On December 1, 2023 NDEP reported to IVGID that the current calculated rate is 2.21%, and provided written confirmation that the State will honor the previous calculation of 2.19% pursuant to the existing agreement between NDEP and the State Treasurer's Office.

This item recommends the Board authorize the General Manager to execute two separate loan contracts between the District and the State Department of Water Conservation and Natural Resources, acting through NDEP.

The first loan contract (Contract No. CW2401), in the amount of \$368,300 represents the portion of the SRF loan that NDEP has determined qualifies for principal forgiveness and, as such, is not required to be repaid.

The second loan contract (Contract No. CW2402), in the amount of \$36,371,700 represents the portion of the SRF loan that will be repaid, over 30 years, pursuant to the provisions of the related Sewer Bond, Series 2024A, at an interest rate of 2.19%.

Loan funds are available to be accessed, on a reimbursement basis, throughout the project construction period, or 3 years, whichever comes first. Interest-only payments on the funds accessed through Contract CW2402 are due and payable twice per year (January and July), based on the amount of loan funds drawn by the District throughout the project construction period. Principal (and interest) payments on funds accessed through Contract CW2402 will commence at project completion, or 3 years, whichever comes first.

The interest rate on the \$36,371,700 loan (Contract CW2402) is 2.19% and has been set based at 54% of the "Bond Buyer 20 General Obligation Bond Index" (BB20 Index), plus an adjustment factor based on the AAA Municipal Market Data (MMD) scale as of December 1, 2023, to account for the 30-year term of the loan.

III. BID RESULTS

Not Applicable

IV. FINANCIAL IMPACT AND BUDGET

The two loan contracts result in a combined \$36,740,000 in State of Nevada Clean Water Program SRF Loan funds intended to serve as a component of the financing plan for the District's Effluent Pipeline, of which \$368,300 is principal forgiveness.

Of the total loan amounts, up to \$36,371,700 is to be repaid over 30 years (from project completion), at a fixed interest rate of 2.19%. If the entire amount of the loan is accessed by the District, annual debt service payments of approximately \$1,660,054.16 (assuming a 2.19% interest rate) would be required to pay off the loan. The actual debt service payments will depend on the final interest rate and the timing and amount of loan funds accessed throughout the project construction period.

The State's SRF Loan program assesses a loan origination fee of 0.5%, or \$181,858.50, to be paid within 30 days after the loan closing. This fee is included as a financing cost in the overall project budget and will be paid with existing

funds of the District.

V. ALTERNATIVES

The Board could choose not to proceed with executing the SRF loan contracts. This alternative could jeopardize the District's ability to complete the Effluent Pipeline project and/or severely impact the project schedule.

VI. COMMENTS

The SRF Loans recommended for approval as part of this agenda item are available to the District on a reimbursement basis and, as such, resulting debt service payments will apply only to loan funds accessed by the District.

The SRF program provides subsidized loans at significantly reduced interest rates, in comparison to rates available in the municipal bond market.

VII. BUSINESS IMPACT/BENEFIT

VIII. ATTACHMENTS

1. Loan Contract CW2401
2. Loan Contract CW2402

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

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STATE OF NEVADA
CLEAN WATER STATE REVOLVING LOAN FUND
LOAN CONTRACT
CONTRACT NO. CW2401

This loan contract is made this 4th day of January 2024 between the Nevada State Department of Conservation & Natural Resources acting by and through the Nevada Division of Environmental Protection hereafter referred to as the Division, and Incline Village General Improvement District, a political subdivision of the State of Nevada, hereafter referred to as the Recipient. This loan contract is to provide funding for the project as outlined in Section 1.

WHEREAS:

1. The Federal Clean Water Act (33 U.S.C. Sub Section 1251 et seq. as amended) and State Law (NRS 445A.060-445A.160) authorize the Division to enter into contracts with municipalities and other public agencies for financial assistance for construction of publicly owned treatment works and pollution control projects; and
2. The account to finance the construction of treatment works and the implementation of pollution control projects has been created in the state treasury pursuant to NRS 445A.120 for the purposes of providing loans to finance the construction of treatment works and pollution control projects;
3. The Recipient is a municipality or interstate agency eligible for funding from the account;
4. The Recipient has made application for a loan related to construction of the Project hereafter described, and said Project has been determined by the Division to be eligible for a loan pursuant to applicable Federal and State laws, rules, regulations and guidance;
5. The Division has authorized loan funding for the Project hereafter described; and

1 6. Any federal Funds used for funding of this loan will be provided through the Capitalization Grants for
2 the Clean Water State Revolving Funds CFDA #66.458 through the United States Environmental
3 Protection Agency.
4

5 **NOW, THEREFORE,** It is agreed as Follows:
6

7 **SECTION 1. PROJECT DESCRIPTION**

8 In general, funding for this Project will be used for this Project will be used for replacing segment two of
9 the effluent export pipeline and appurtenances along State Route 28. Specific details of the Project may be
10 found in the application and supporting documents.
11

12 **SECTION 2. INCORPORATION OF DOCUMENTS AND GENERAL RECIPIENT COMMIT-**
13 **MENTS**

14 This contract incorporates the following documents:

- 15 (A) Exhibit A, Loan Contract Standard Conditions, and
- 16 (B) Exhibit B, Listing of Cross Cutting Federal Authorities for Assistance Sub Grants, and
- 17 (C) Exhibit C, Lobbying Certification Form, and
- 18 (D) Exhibit D, Davis-Bacon Wage Rate Requirements, and
- 19 (E) Exhibit E, American Iron and Steel Requirements, and
- 20 (F) Exhibit F, Disadvantaged Business Enterprise Guidance, and
- 21 (G) Exhibit G, Environmental Protection Agency (EPA) Grant Requirements, and

22 The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this
23 contract, including all incorporated documents, and to fulfill all assurances, declarations, representations,
24 and commitments made by the Recipient in its application, accompanying documents, and communications
25 filed in support of its request for loan.
26

1 **SECTION 3. ESTIMATED COST OF PROJECT**

2 The estimated total cost of the Project, including associated planning and design costs is **sixty-two million,**
3 **eighty thousand, four hundred and fifty-three dollars, (\$62,080,453.00).**

4
5 **SECTION 4. MAXIMUM LOAN AMOUNT**

6 Subject to all of the terms, provisions, and conditions of this contract, and subject to the availability of State
7 and Federal funds, the Division will loan a sum not to exceed **three hundred sixty-eight thousand three**
8 **hundred dollars (\$368,300)** to the Recipient.

9
10 **SECTION 5. INTEREST RATE**

11 The annual percentage interest rate for this loan is 0.00%.

12
13 **SECTION 6. REPAYMENT OF LOAN**

14 The Division has determined that the Recipient is eligible to receive additional subsidy as spelled out in
15 Nevada's Intended Use Plan. Since the recipient is eligible for additional subsidy, 100% of the principal is
16 forgiven.

17
18 **SECTION 7. FEES**

- 19 1. The Division may charge a loan origination fee in an amount authorized by NAC 445A.775.
20 2. The loan recipient shall remit to the Division the full amount of the loan origination fee within 30 days
21 after the loan closing.
22 3. This loan contract does not contain a loan origination fee.

23
24
25
26

1 **SECTION 8. FISCAL SUSTAINABILITY PLAN**

2 The Recipient will maintain a fiscal sustainability plan that outlines the system’s assets, identifies the
3 critical assets of the system, determines condition of the assets, and plans for future replacement.

- 4 1. The plan must evaluate the level of service required of the system, and
- 5 2. The plan must address ongoing maintenance of system assets to ensure its maximum useful life,
6 and
- 7 3. The plan must be reviewed and updated by the Recipient at least once every five years, and
- 8 4. The Recipient may maintain a fiscal sustainability plan in logical sections of the system rather than
9 the entire system upon approval of the Division, and
- 10 5. The plan is subject to periodic review by the Division.

11
12 **SECTION 9. MAINTAIN A CAPITAL ASSET REPLACEMENT RESERVE ACCOUNT**

13 The Recipient agrees to maintain a dedicated capital asset replacement reserve account.

- 14 1. Funds within this account can be used to purchase any capital asset of the water utility.
- 15 2. Funds within this account cannot be used for operations, maintenance, debt service, or other non-
16 capital expenditures.
- 17 3. The Recipient agrees to fund the account at least annually based upon the needed replacement cost
18 of the system’s short-lived assets (15 years or less) amortized on a straight-line basis. The
19 replacement cost of the system’s short-lived assets must be re-evaluated at least every five (5) years.
- 20 4. The reserve account must be identifiable on the Recipient’s financial statements provided to the
21 Division.
- 22 5. The Division may consider other funding available for capital assets to meet this condition.

23
24 **SECTION 10. USEFUL LIFE OF PROJECT**

25 For purposes of this contract, the parties agree that the useful life of the Project is at least thirty (30) years
26 from and after Project completion.

1 **SECTION 11. TERM**

2 This contract shall take effect upon execution of the contract by the Division and the Recipient, and for the
3 purpose of this section, the term of this contract is for no more than thirty (30) years from the date of this
4 loan contract.

5
6 **SECTION 12. NOTICES**

7 All notices or other communications hereunder shall be sufficiently given and shall be deemed given when:
8 (a) hand delivered; (b) mailed by registered or certified United States mail, postage; or (c) via email to the
9 parties hereinafter set forth at the following addresses:

10

11 1. Nevada Division of Environmental Protection

12 Office of Financial Assistance

13 901 S. Stewart St., Ste 4001

14 Carson City, NV 89701-5249

15 ndep-ofa@ndep.nv.gov

16

17 2. Incline Village General Improvement District

18 1220 Sweetwater Rd.

19 Incline Village, NV 89451-9214

20 ksn@ivgid.org

21

22

23

24

25

26

1 **IN WITNESS THEREOF**, the parties have executed this contract on the dates set forth below.

2

3 **RECIPIENT: INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

4 _____ Date: _____

5 Mike Bandelin, Interim General Manager, Incline Village General Improvement District

6

7 **DIVISION OF ENVIRONMENTAL PROTECTION**

8 _____ Date: _____

9 Jennifer Carr, Administrator

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

Condition 1. AWARD OF CONSTRUCTION CONTRACTS; NOTIFICATION OF AWARD AND INITIATION OF CONSTRUCTION

- 1.1 The Recipient shall conduct value engineering if the total estimated cost of building the treatment works is more than \$10,000,000 (NAC 445A.782).
- 1.2 The Division may, upon the request of a recipient, grant an extension of the time provided by subsection 1 in any case where unusual or extenuating circumstances exist. Any request for an extension must be made in writing and must set forth facts justifying the extension.
- 1.3 The Recipient agrees to promptly notify the Division in writing both of the award of the prime construction contract for the project and of initiation of construction of the project.
- 1.4 The Recipient shall require the contractor to submit a schedule for construction at the preconstruction conference. The contractor shall be required to update the schedule as necessary.
- 1.5 The Recipient agrees to expeditiously proceed with and complete construction of the project in substantial accordance with project plans and specifications approved by the Division.

Condition 2. CONSTRUCTION ACTIVITIES AND NOTIFICATIONS

If the loan is awarded for construction of collection lines, the Recipient shall require mandatory connection to the system. This shall be accomplished by including a requirement for mandatory connections in the sewer use ordinance.

The Recipient agrees to promptly notify the Division in writing of:

- 2.1 Any substantial change in scope of the project. The Recipient agrees that no substantial change in the scope of the project will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change.
- 2.2 Cessation of all major construction work on the project where such cessation of work is expected to or does extend for a period of 30 days or more.
- 2.3 Any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of 90 days or more beyond the estimated date of completion of construction previously provided to the Division.
- 2.4 Completion of construction of the project.

After completion of the project the Recipient shall provide the Division with as-built record drawings for the project.

Condition 3. RESIDENT ENGINEER & INSPECTOR

The Recipient is required to hire a qualified full time resident engineer and inspector(s) during the construction of the project unless waived by the Division.

Condition 4. PROJECT ACCESS & STATE REVIEWS

- 4.1 The Recipient agrees to ensure that the Division or any authorized representative thereof will have suitable access to the project site and project documents at reasonable times during project construction.
- 4.2 The parties agree that review or approval of project plans and specifications by the Division is for administrative purposes only and does not relieve the Recipient of the responsibility to properly plan, design, construct, operate and maintain the Project.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

Condition 5. INDEMNIFICATION

- 5.1** As between the Division and the Recipient, the Recipient agrees that it has sole responsibility for proper planning, design, construction, operation and maintenance of the Project, and the Recipient agrees to indemnify the Division, the state of Nevada and their officer, agents and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses costs, expenses or liability due or incident to planning, design, construction, operation or maintenance of the Project.
- 5.2** The parties will not waive and intend to assert available NRS 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds, which have been appropriated for payment under this contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
- 5.3** To the fullest extent of limited liability as set forth above, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to, reasonable attorneys' fees and costs arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist to any party or person described in this paragraph.
- 5.4** The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

Condition 6. PROJECT COMPLETION; INITIATION OF OPERATIONS & OPERATION AND MAINTENANCE

- 6.1** At the time of completion of construction, the Division, after consultation with the Recipient, will establish a reasonable estimated project completion date, and the Recipient agrees to make all reasonable efforts to meet the date so established. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. Extension of the project completion date by the Division shall not be unreasonably withheld.
- 6.2** Upon completion of construction of the Project, the Recipient agrees to expeditiously initiate project operations. The Recipient agrees to properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state laws, rules and regulations. Upon reasonable notice, the Recipient shall make available to the Division the operation and maintenance manuals for the Project.

Condition 7. DEDICATED SOURCE OF REVENUE & SYSTEM USER CHARGES

- 7.1** The Recipient shall adopt and maintain in effect during the term of this contract a user charge system or other dedicated source of revenue such as connection fees, which at all times complies with the requirements of applicable state rules, regulations and guidelines.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

- 7.2 The Recipient agrees to administer a system of user charges acceptable to the Division pursuant to NAC 445A.788- 445A.790.
- 7.3 The Recipient further agrees to periodically review and modify the system of user charges as necessary to assure its reasonable adequacy to repay the loan, and to cover operating costs and meet other financial obligations of the Recipient. The system of user charges shall be reviewed at least once every three years and all modifications thereto shall be consistent with NAC 445A.788 and shall be maintained to the reasonable satisfaction of the Division.

Condition 8. CONTINUOUS USE OF PROJECT

The Recipient agrees that it will not abandon, substantially discontinue use of, or dispose of the project during the useful life of the project without prior written approval of the Division. If the Recipient does abandon, substantially discontinue use, of, or dispose of the Project during the useful life of the Project without prior approval of the Division, the Recipient shall repay the account for the revolving fund all remaining principal advanced hereunder due in accordance with the terms of this contract.

Condition 9. REPORTS, RECORDS & ACCOUNTING STANDARDS

- 9.1 The Recipient agrees to expeditiously provide, during construction of the project and thereafter during the useful life of the project, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation by the State Revolving Fund Loan Program or to fulfill any reporting requirements of the federal government. At a minimum, such reports reasonably required by the Division shall include the submission of annual financial statements, prepared on a basis utilizing “Generally Accepted Accounting Principles (GAAP).

Without limitation of the requirement to maintain project accounts in accordance with generally accepted government accounting standards, the Recipient agrees to:

- 9.2 Maintain separate Project accounts in accordance with generally accepted government accounting standards including, but not limited to, standards relating to the reporting of infrastructure assets and those contained in the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, promulgated by the U.S. General Accounting Office.
- 9.3 Comply with requirements described in to 2 CFR §200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements which apply to expenditures by a public or non-profit entity of federal monies from all sources in an amount greater than or equal to \$750,000 in a year.
- 9.4 Establish an official file for the project which shall adequately document all significant actions relative to the project;
- 9.5 Establish accounts which will adequately and accurately depict all amounts received and expended on the project, including all loan funds received under this contract;
- 9.6 Establish accounts which will adequately depict all income received which is attributable to the project, specifically including any income attributable to loan funds disbursed under this contract.
- 9.7 Establish an accounting system which will accurately depict final total costs of the project, including both direct and indirect costs.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

- 9.8** Maintain records and accounting activities of the wastewater utility separately from other activities of the Recipient.
- 9.9** If a force account is used by the Recipient for any phase of the Project, other than for planning, design and construction engineering and administration provided for by allowance, accounts will be established which reasonable document all employee hours charged to the project and the associated tasks performed by each employee.
- 9.10** Retain project records for a minimum of three (3) years after final loan repayment has been made, and for such longer period as may be required for the Division to fulfill federal reporting requirements under federal statutes and regulations. All Recipient records relative to the project shall be subject at all reasonable times to inspection, copying, and audit by the Division or any authorized representative.

Condition 10. FINANCIAL INFORMATION AUDIT

The Division, at its option, may call for an audit of financial information relative to the project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.

Condition 11. LOAN DISBURSEMENT; AVAILABILITY OF FUNDS

- 11.1** The Recipient agrees to draw funds available in section 4 within three (3) years from the date of this contract. Funds will be subject to de-obligation and/or review after this time period by the Division.

Except as may be otherwise provided in this contract, loan amounts will be disbursed as follows:

- 11.2** Loan funds will be promptly disbursed to the Recipient for project costs incurred by the Recipient upon receipt by the Division of proper and acceptable Payment Request Forms from the Recipient.
- 11.3** Additional loan funds will be promptly disbursed to the Recipient for project costs incurred by the Recipient upon receipt of proper and acceptable payment requests from the Recipient provided that payment shall not be made more frequently than once a month.
- 11.4** The Recipient agrees that it will not request payment for any project cost until such cost has been incurred and is due and payable, although it is agreed that actual payment of such cost by the Recipient is not required as a condition of payment request. The Recipient agrees to provide a certification with each payment request that costs shown in the payment request have been incurred and is due and payable at the time of the request.
- 11.5** Each disbursement of loan funds other than for the planning and design allowance will be accompanied by an appropriate prorate percentage of the allowance for construction engineering and inspection services for the project.
- 11.6** The Division's obligation to pay any sum to the Recipient under any provisions of this contract, is contingent upon the availability of sufficient funds to permit the payments provided for herein. In the event that sufficient funds, as determined by the Division, do not become available for any reason, the Division shall not be obligated to make any payments to the Recipient under this contract. This provision shall be construed as a condition precedent to the obligation of the Division to make any payments under this contract. Nothing in this contract shall be construed to provide the Recipient with

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

a right of priority for payment over any other agency. If any payments which are otherwise due to the Recipient under this contract are deferred because of unavailability of sufficient funds, such payments will promptly be made to the Recipient when sufficient funds do become available.

- 11.7 Any federal funds used for funding of this loan will be provided through the Capitalization Grants for Clean Water State Revolving Funds CFDA #66.458.

Condition 12. **COMPLIANCE WITH OTHER FEDERAL STATUTES AND AUTHORITIES**

- 12.1 A number of other federal laws and authorities will be applied to activities supported with SRF funds directly made available by capitalization grants. Exhibit B contains a current list of these other laws and authorities. The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, regulations, and requirements.
- 12.2 The Recipient recognizes as goals the applicable Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) “fair share” goals negotiated with EPA by the Division for construction, supplies, equipment and services as follows:
- | | | |
|--------------|--------|--------|
| Construction | MBE 2% | WBE 2% |
| Equipment | MBE 1% | WBE 1% |
| Services | MBE 1% | WBE 2% |
| Supplies | MBE 1% | WBE 1% |
- 12.3 The Davis-Bacon Act wage rules apply to the project funded by this loan contract as specified in Exhibit D.
- 12.4 The American Iron and Steel requirements apply for the entirety of the construction activities through completion of construction as specified in Exhibit E.
- 12.5 The Build America, Buy America (BABA) Act requirements apply to the project funded by this loan contract. Unless a waiver is granted by the United States Environmental Protection Agency, all funds made available under this contract must only be used to procure iron, steel, manufactured products, and construction materials that are produced in the United States.
- 12.6 As required by [2 CFR 200.216](#), federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 12.7 Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the [System for Award Management](#) exclusion list.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

Condition 13. **REPAYMENT; PENALTIES; RECIPIENT OBLIGATIONS**

- 13.1 The loan amount, together with all interest accruing thereon, shall be repaid as provided for in the loan contract.
- 13.2 The Recipient agrees to make each loan payment on or before the due date. A ten-day grace period will be allowed. A penalty in the amount of one-tenth of one percent (0.1%) of the defaulted payment will be due for each day of nonpayment beyond the grace period. Any penalties assessed will not be added to the loan balance but will be treated as a separate account and obligation of the Recipient, to be paid in full within 30 days after Recipient is in compliance with payment schedule.
- 13.3 The Recipient, as a whole, is obligated to make all payments required by this contract to the Division, notwithstanding any individual default by its constituents or others in the payment to the Recipient of taxes, assessments, fees, or other charges levied by the Recipient. The Recipient shall provide for the punctual payment to the Division of all amounts which become due under this contract and which are received from constituents or others in the payment to the Recipient of taxes, assessments, fees, or other charges levied by the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any taxes, assessments, fees or charges necessary to provide payment by the Recipient under this contract, to enforce or to collect such taxes, assessments, fees or charges or to pay over to the Division any money collected on the taxes, assessments, fees or charges necessary to satisfy any amount due under this contract, the Division may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the levying and collection of the taxes, assessments, fees or charges and the payment of the money collected therefrom to the Division.
- 13.4 Action taken pursuant hereto shall not deprive the Division of, or limit the application of, any other remedy provided by law or by this contract.

Condition 14. **TERMINATION; IMMEDIATE REPAYMENT; INTEREST**

- 14.1 This contract may be terminated by written notice during construction of the project, or thereafter at any time prior to complete repayment by the Recipient, at the option of the Division, upon violation by the Recipient of any material provision of this loan contract after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this contract within a reasonable time as established by the Division.
- 14.2 In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the Division an amount equal to the current balance due on the loan, including accrued interest, and all penalty assessments due in accordance with the terms of this contract.

Condition 15. **DEFAULTS & REMEDIES**

- 15.1 **NOTICE OF DEFAULT.** If an Event of Default shall occur, the non-defaulting party shall give the party in default prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such event of Default given in the manner set forth in the contract.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

- 15.2 EVENTS OF DEFAULT.** The occurrence of one or more of the following events constitutes an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency.
- i. Failure by the Recipient to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;
 - ii. Failure by the Recipient to observe and perform any duty, covenant, obligation, or agreement on its part to be observed or performed under this Loan Agreement, which failure shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Recipient by NDEP;
 - iii. Any representation made by or on behalf of the Recipient contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect.
- 15.3 REMEDIES,** If NDEP determines that an Event of Default has occurred, NDEP may, without further notice:
- i. Declare the outstanding loan amount plus any unpaid accrued interest, fees, and other amounts due hereunder due and payable;
 - ii. Cease making disbursement of Loan proceeds or make some disbursements of Loan proceeds and withhold or refuse to make other disbursements;
 - iii. Pursue any other legal or equitable remedy it may have.

Condition 16. DISPOSITION OF EQUIPMENT

In accordance with 41 CFR 105-71.132, when original or replacement equipment used to construct the facilities acquired under this contract is no longer needed for the original project, disposition of the equipment will be made as follows:

- 16.1** Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Division.
- 16.2** Items of equipment with a current per unit fair market value of \$5,000 or greater may be retained or sold and the State shall have a right to an amount calculated by multiplying the current market value or proceed from sale by the Division's share of the equipment. In cases where the Recipient fails to take the appropriate actions, the Division may direct the Recipient to take excess and disposition actions.

Condition 17. DISPUTES

Any dispute arising under this contract which is not otherwise disposed of shall be decided by the Administrator of the Division of Environmental Protection. The decision shall be reduced to writing and a copy thereof furnished to the Recipient. The decision of the Administrator shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Administrator's decision to the Recipient, the Recipient mails or otherwise furnishes a written appeal of the decision to the Director of the Department of Conservation and Natural Resources. The decision of the Director shall be final and conclusive unless overturned by a court of competent jurisdiction. In connection with any appeal under this clause, the Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Recipient shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this loan contract.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

Condition 18. **FORCE MAJURE**

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligation hereunder due to unforeseeable events including: strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, earthquakes, flood, or unusual atmospheric events. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

Condition 19. **WAIVER**

The parties hereto may, from time to time, waive any rights under this contract unless such waiver is contrary to law, provided that any such waiver must be in writing and must be signed by the party making such waiver.

Condition 20. **AMENDMENT**

This contract may be amended at any time by mutual written agreement of the parties.

EXHIBIT B
Cross-Cutting Federal Authorities

Cross-cutting federal authorities are the requirements of other federal laws and Executive Orders that apply in the case of federally funded projects. The cross-cutters include (but are not limited to): environmental laws such as the Endangered Species Act, the National Historic Preservation Act, executive orders on the protection of wetlands and flood plains, social policy authorities such as executive orders on equal employment opportunity in federally assisted programs, and economic authorities such as rules implementing executive orders on the debarment and suspension of persons who have engaged in misconduct. In the State Revolving Fund programs, compliance with federal cross-cutting authorities is required by all recipients of these federal funds. A list of the possible applicable cross-cutters follows.

Environmental Authorities

- o Archaeological and Historic Preservation Act, Pub. L. 93-291, as amended
- o Protection and Enhancement of the Cultural Environment
- o Clean Air Act, Pub. L. 95-95, as amended
- o Coastal Barrier Resources Act, Pub. L. 97-348
- o Coastal Zone Management Act, Pub. L. 92-583, as amended
- o Endangered Species Act, Pub. L. 93-205, as amended
- o Environmental Justice, Executive Order 12898
- o Flood Plain Management, Executive Order 11988 as amended by Executive Order 12148
- o Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608
- o Farmland Protection Policy Act, Pub. L. 97-98
- o Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- o Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265
- o National Environmental Policy Act, Pub. L. 91-190
- o National Historic Preservation Act, Pub. L. 89-655, as amended
- o Safe Drinking Water Act, Pub. L. 93-523, as amended
- o Wild and Scenic Rivers Act, Pub. L. 90-54 as amended

Economic and Miscellaneous Authorities

- o Debarment and Suspension, Executive Order 12549
- o Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, and Executive Order 12372
- o Drug-Free Workplace Act, Pub. L. 100-690
- o New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
- o Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738
- o Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities

- o Older Americans Act, Pub. L. 94-135
- o Equal Employment Opportunity, Executive Order 11246
- o Section 13 of the Clean Water Act, Pub. L. 92-500
- o Section 504 of the Rehabilitation Act, Pub. L. 93-112
- o Title VI of the Civil Rights Act, Pub. L. 88-352

EXHIBIT B
Cross-Cutting Federal Authorities

Disadvantaged Business Enterprise Authorities

- o Small, Minority, and Women-owned Business Enterprises, Executive Orders No.11625, 12138, and 12432
- o Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 Pub. L. No. 100-590
- o 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

EXHIBIT D

Preamble

With respect to the Clean Water State Revolving Funds and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated Appropriations Act For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Elizabeth Borowiec, borowiec.elizabeth@epa.gov, 415-972-3419, of EPA Region 9, for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by Clean Water State Revolving Funds and Safe Drinking Water State Revolving Funds. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the

EXHIBIT D

closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Consolidated Appropriations Act, 2017, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

EXHIBIT D

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall

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be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable Standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of

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apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the

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trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen,

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working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

II. Requirements Under The Consolidated Appropriations Act, 2017 (P.L. 115-31) For Sub recipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB

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responsibilities when DB applies to EPA awards of financial assistance under –FY 2017 Consolidated Appropriations Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Elizabeth Borowiec, borowiec.elizabeth@epa.gov, 415-972-3419, EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL’s web site at <http://www.dol.gov/whd/>

Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2017 Consolidated Appropriations Act -, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water State Revolving Funds and Safe Drinking Water State Revolving Funds,-. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to Elizabeth Borowiec, borowiec.elizabeth@epa.gov, 415-972-3419, EPA Region 9, for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does

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not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2017 Consolidated Appropriations Act -, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work

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actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified

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week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period (1) contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR

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5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee

EXHIBIT D

performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses

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set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

EXHIBIT E

Use of American Iron and Steel (AIS requirement)
H.R. 3547, Division G, Title IV

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works **unless all of the iron and steel products used in the project are produced in the United States.**

(a) **Definitions.** As used in this award term and condition—

- (1) “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (2) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) **Domestic preference.**

- (1) This award term and condition implements P.L. 114-133, Consolidated Appropriations Act, 2016, Section 424, by requiring that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system are produced in the United States except as provided in paragraph (b)(2) of this section and condition.
- (2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that:—
 - (i) applying the requirement would be inconsistent with the public interest;
 - (ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) **Request for a Waiver under (b)(3) of this section**

- (1) Any recipient request to use foreign iron or steel products in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—
 - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(3) of this section.
- (2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.
- (3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with the Consolidated Appropriations Act, 2016 (P.L. 114-133).

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

EXHIBIT E

If you require further clarification or guidelines, please contact Krista Butler at (775) 687-9423 or kwahnefried@ndep.nv.gov.

State Revolving Fund

Disadvantaged Business Enterprise Program

Guidance to Borrowers & Contractors

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State Revolving Fund

Disadvantaged Business Enterprise Program

Section 1: Overview

As stipulated by the Environmental Protection Agency (EPA), Nevada State Revolving Fund (SRF) borrowers and their contractors are required to make good faith efforts to utilize businesses classified as Disadvantaged Business Enterprises (DBEs) for goods and services associated with SRF financed projects. A borrower and their contractors should utilize DBEs through prime contracting, subcontracting, joint-ventures, other business relationships, and through the procurement of supplies, materials, and equipment.

Section 2: Definition of Disadvantaged Business Enterprise (DBE)

A DBE is a business owned and/or controlled by socially and economically disadvantaged individuals including Minority and Women Business Enterprises.

Minority Business Enterprise (MBE) – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are Black, Hispanic, Portuguese, Asian American, American Indian, or groups found to be economically and socially disadvantaged by the U.S. Small Business Administration pursuant to Section 8(a) of the Federal Small Business Act.

Women Business Enterprise (WBE) – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are women.

Section 3: Disadvantage Business Enterprise (DBE) requirements and contract conditions

The following pages include conditions which must be included in all bidding and contract documents for SRF financed projects including:

- DBE related laws, rules, and regulations
- Equal Employment
- DBE Participation Goals
- Good Faith Effort for DBE Participation
- DBE Contract Terms and Conditions

Nevada State Revolving Fund Disadvantaged Business Enterprise (DBE) and Contract Conditions

The DBE Solicitation and Contract Conditions must be physically included in all bidding and contract documents for SRF financed projects.

DBE Related Laws, Rules, and Regulations

This project is being financed in whole or in part by the Nevada State Revolving Fund (SRF). The borrower is required to comply with the following laws, rules and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations.

1. Ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap: Title VI of the Civil Rights Act of 1964 (P.L. 88-352, Section 504 of the Rehabilitation Act, P.L. 93-112 (87 Stat. 355, 29 U.S.C. Sec. 794), Older Americans Act (P.L. 94-135, 89 Stat. 713, 89 Stat. 728 Sec. 303, 42 U.S.C. 6102).
2. Encourages recipients of federal funds to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement: Executive Orders 11625, 12138 and 12432; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 4370d); a 1993 appropriations act ("EPA's 8% statute"); Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note) ("EPA's 10% statute").
3. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended: Executive Order 12549, 3 CFR, 189 and 40 CFR Part 32. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000. Information on debarment is available at the following website: www.sam.gov.
4. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements.
5. Prohibits discrimination by federal contractors and subcontractors for reasons of race, color, religion, sex, and national origin: Equal Employment Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations. Inclusion of the seven clauses (located below in the Equal Employment section) from Section 202 of E. O. 11246 as amended by E. O. 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.

Equal Employment (must be included in all contracts over \$10,000)

During the performance of this contract, the contractor agrees as follow:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

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for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

DBE Participation Goals

Borrowers and their prime contractors must follow and document good faith efforts to meet the DBE Participation Goals listed below:

Goods or Services	MBE Participation Goal	WBE Participation Goal
Construction	2%	2%
Equipment	1%	1%
Services	1%	2%
Supplies	1%	1%

The DBE Participation Goals are not quotas – SRF will not penalize a borrower and their contractors if they cannot meet the goals. However, SRF will require a borrower and their contractors to make a good faith effort to meet these goals.

Good Faith Effort for DBE Participation

EPA defines “Good Faith Effort” to include, at a minimum, the following actions by a borrower and their contractors and sub-contractors:

1. Include DBEs on solicitation lists.
2. Assure that DBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum DBE participation, where feasible. Encourage the joint submission of bids by multiple DBE businesses.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce (MBDA) OR State/Regional/Local equivalent.
6. Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined.

DBE Contract Terms and Conditions

The following conditions must be included in all procurement contracts entered into by the borrower and their contractors and subcontractors for SRF financed projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment from the loan recipient.
2. The prime contractor must document its efforts towards meeting the six “Good Faith Efforts for DBE Participation” even if the prime contractor has achieved its fair share objectives.
3. The prime contractor must notify the loan recipient in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
4. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six “Good Faith Efforts for DBE Participation” if soliciting a replacement subcontractor.
5. All DBE procurements whether from bid documents or subsequent draw request are to be **reported on form 5700-52A to the SRF.**
6. The prime contractor must submit **Form 6100-4 – DBE Subcontractor Utilization** to the borrower as part of bid proposals.
7. The prime contractor must ensure DBE subcontractors submit **Form 6100-3 – DBE Subcontractor Performance**. In turn, the prime contractor submits the forms to the borrower.
8. The prime contractor must provide **Form 6100-2 – DBE Subcontractor Participation** to DBE subcontractors. DBE subcontractors may submit Form 6100-2 to:

DBE/MBE/WBE Coordinator
 U.S. Environmental Protection Agency,
 Region 9 75 Hawthorne Street (PMD-1)
 San Francisco, CA 94105

EXHIBIT F

Report	Provided By:	Completed By:	Submitted To:	Appendix
DBE Reporting Form 5700-52A Part II	SRF	Borrower	SRF	A
Form 6100-4	Borrower	Prime Contractor	Borrower	B
Form 6100-3	Prime Contractor	Sub-Contractor	Borrower	C
Form 6100-2	Prime Contractor	Sub-Contractor	EPA, Region 9	D

8. Each procurement contract signed must include the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

**Disadvantaged Business Enterprise
Utilization Guidance to Borrowers and
Prime Contractors**

Sources to Identify and Certify DBEs

Source	Phone	Website/E-mail
Nevada Department of Transportation Civil Rights Program (DBE assistance and list)	External Civil Rights and Contract Compliance-Nevada Unified Certification Program 800-267-1971	http://nevadadbe.com
Nevada Department of Transportation DBE Program		http://nevadadot.com/nevadadbe/dbe.aspx
Nevada Governor's Office of Economic Development – Procurement Outreach Program	800-336-1600	http://diversifynevada.com/programs-resources/procurement-outreach
Nevada Small Business Development Center (NSBDC)	800-240-7094 DBE assistance 775-687-9921	http://dbe.nsbdc.org/
Hispanic Business Nevada		http://hispanicbusinessnevada.com/
US Small Business Admin. (SBA)		http://www.sba.gov/
Minority Business Development Agency-US Dept. of Commerce		http://www.mbda.gov/

EXHIBIT F

**Disadvantaged Business Enterprise
Utilization Guidance to Borrowers and
Prime Contractors**

Appendix A

DBE Reporting Form 5700-52A Part II

When requesting loan draws which involve procurements to MBE/WBE businesses, information must be reported on forms provided by SRF as shown on the next page.

Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
3. Dollar value of procurement.
4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**
5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.
7. Send to SRF.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31, and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per

response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

EXHIBIT F

**Disadvantaged Business Enterprise
Utilization Guidance to Borrowers and
Prime Contractors**

**Appendix
B**

Form 6100-4 – DBE Subcontractor Utilization

The borrower must require potential prime contractors to submit Form 6100-4, as shown on the next page, to the borrower as part of bid proposals.

EXHIBIT F



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE)
Program DBE Subcontractor
Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	<input type="radio"/> YES	<input checked="" type="radio"/> NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
Continue on back if needed			

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202. Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE)
Program DBE Subcontractor
Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EXHIBIT F

**Disadvantaged Business Enterprise
Utilization Guidance to Borrowers and
Prime Contractors**

**Appendix
C**

Form 6100-3 – DBE Subcontractor Performance

The prime contractor must require potential subcontractors to submit Form 6100-3, as show on the next page, as part of bid proposals. In turn, prime contractors submit the data to the borrower.



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE)
Program DBE Subcontractor
Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> DOT <input type="radio"/> SBA <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE)
Program DBE Subcontractor
Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EXHIBIT F

**Disadvantaged Business Enterprise
Utilization Guidance to Borrowers and
Prime Contractors**

**Appendix
D**

Form 6100-2 – DBE Subcontractor Participation

The prime contractor must provide subcontractors the opportunity to submit Form 6100-2, as shown on the next page, to:

DBE/MBE/WBE Coordinator
U.S. Environmental Protection Agency,
Region 9 75 Hawthorne Street (PMD-1)
San Francisco, CA 94105



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE)
Program DBE Subcontractor
Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)



OMB Control No: 2090-0030 Approved: 8/13/2013 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Multiple horizontal lines for reporting concerns.

Table with 2 columns: Subcontractor Signature, Print Name, Title, Date.

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Exhibit G

Infrastructure Investment and Jobs Act (IIJA) Signage Required Term and Condition

This Term & Condition applies to construction projects funded in whole or in part by the Infrastructure Investment and Jobs Act (IIJA) for the following programs: Clean Water State Revolving Fund (CWSRF), Drinking Water State Revolving Fund (DWSRF), Brownfields, Superfund, Emerging Contaminants, Great Lakes Restoration Initiative (GLRI), and Solid Waste Infrastructure for Recycling (SWIFR).

1. Signage Requirements

a. Building A Better America Emblem: The recipient will ensure that a sign is placed at construction sites supported under this award displaying the official Building A Better America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” Construction is defined at 40 CFR 33.103 as “erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at:

<https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>

b. EPA Logo: The recipient will ensure that signage displays the EPA logo along with the official Building A Better America emblem. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project.

The recipient will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available on the [Using the EPA Seal and Logo page](#).

c. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Building A Better America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. Public or Media Events

EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

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STATE OF NEVADA
CLEAN WATER STATE REVOLVING FUND
LOAN CONTRACT
CONTRACT NO. CW2402

This loan contract is made this 4th day of January 2024 between the Nevada State Department of Conservation & Natural Resources acting by and through the Nevada Division of Environmental Protection hereafter referred to as the Division, and Incline Village General Improvement District, a political subdivision of the State of Nevada, hereafter referred to as the Recipient. This loan contract is to provide funding for the project as outlined in Section 1.

WHEREAS:

1. The Federal Clean Water Act (33 U.S.C. Sub Section 1251 et seq. as amended) and State Law (NRS 445A.060-445A.160) authorize the Division to enter into contracts with municipalities and other public agencies for financial assistance for construction of publicly owned treatment works and pollution control projects; and
2. The account to finance the construction of treatment works and the implementation of pollution control projects has been created in the state treasury pursuant to NRS 445A.120 for the purposes of providing loans to finance the construction of treatment works and pollution control projects;
3. The Recipient is a municipality or interstate agency eligible for funding from the account;
4. The Recipient has made application for a loan related to construction of the Project hereafter described, and said Project has been determined by the Division to be eligible for a loan pursuant to applicable Federal and State laws, rules, regulations and guidance;
5. The Division has authorized loan funding for the Project hereafter described; and

1 6. Any federal Funds used for funding of this loan will be provided through the Capitalization Grants for
2 the Clean Water State Revolving Funds CFDA #66.458 through the United States Environmental
3 Protection Agency.

4
5 **NOW, THEREFORE,** It is agreed as Follows:

6
7 **SECTION 1. PROJECT DESCRIPTION**

8 In general, funding for this Project will be used for replacing segment two of the effluent export pipeline
9 and appurtenances along State Route 28. Specific details of the Project may be found in the application and
10 supporting documents.

11
12 **SECTION 2. INCORPORATION OF DOCUMENTS AND GENERAL RECIPIENT COMMIT-**
13 **MENTS**

14 This contract incorporates the following documents:

- 15 (A) Exhibit A, Loan Contract Standard Conditions, and
- 16 (B) Exhibit B, Listing of Cross Cutting Federal Authorities for Assistance Sub Grants, and
- 17 (C) Exhibit C, Lobbying Certification Form, and
- 18 (D) Exhibit D, Davis-Bacon Wage Rate Requirements, and
- 19 (E) Exhibit E, American Iron and Steel Requirements, and
- 20 (F) Exhibit F, Disadvantaged Business Enterprise Guidance, and
- 21 (G) Exhibit G, Environmental Protection Agency (EPA) Grant Requirements, and
- 22 (H) Exhibit H, DRAFT Amortization Schedule.
- 23 (I) Exhibit I, Fixed Interest Rate for Estimated Total Project Cost (SECTION 3).

24 The Recipient accepts and agrees to comply with all terms, provisions, conditions, and commitments of this
25 contract, including all incorporated documents, and to fulfill all assurances, declarations, representations,

1 and commitments made by the Recipient in its application, accompanying documents, and communications
2 filed in support of its request for loan.

3

4 **SECTION 3. ESTIMATED COST OF PROJECT**

5 The estimated total cost of the Project, including associated planning and design costs is **sixty-two million,**
6 **eighty thousand, four hundred and fifty-three dollars, (\$62,080,453.00).**

7

8 **SECTION 4. MAXIMUM LOAN AMOUNT**

9 Subject to all of the terms, provisions, and conditions of this contract, and subject to the availability of State
10 and Federal funds, the Division will loan a sum not to exceed **thirty-six million, three hundred, seventy-**
11 **one thousand, seven hundred dollars (\$36,371,700.00)** to the Recipient.

12

13 **SECTION 5. INTEREST RATE**

14 1. The interest rate for the Recipient's loan is computed to equal 54.0% of the published "Bond Buyer 20
15 General Obligation Bond Index" (BB20 Index) plus an adjustment to account for the 30-year term of
16 the loan, or 54.0% of the last published BB20 index (for market situations such as an inverted yield
17 curve). The adjustment is the difference between the 20-year AAA Municipal Market Data (MMD) rate
18 and the 30-year AAA MMD rate. The BB20 Index is a nationally recognized weekly index as of every
19 Thursday in The Bond Buyer, a weekly publication. The AAA MMD rates are available daily from
20 Thomson Reuters, a municipal market information service. The BB20 Index and AAA MMD rates are
21 also available to the public from many securities brokers and dealers.

22 2. The BB20 Index, as of March 9, 2023, was 3.73%. As of the same date, the 30-year AAA MMD rate
23 was 3.58% and the 20-year rate was 3.4% which results in an adjustment of .18% ($[3.58]-[3.4]=.18\%$).

24 3. The annual percentage interest rate for this loan is therefore 2.19%. Interest on any loan funds disbursed
25 to the Recipient shall accrue from the date each disbursement of such funds is made by the Division to
26 the Recipient.

1 4. Interest payable on any loan funds disbursed to the Recipient shall be calculated on the basis of a 360-
2 day year consisting of twelve 30-day months on the unpaid principal amount advanced from the date
3 or dates of each advance until the principal thereof is paid in full.
4

5 **SECTION 6. REPAYMENT OF LOAN**

6 1. Loan funds shall be repaid in accordance with the provisions of the bond resolution adopted by the
7 Incline Village General Improvement District on December 13, 2023 (the “Resolution”) authorizing
8 the issuance of the Incline Village General Improvement District Utility Revenue Bonds, Series 2024A
9 (hereafter referred to as the “Resolution”) and with calculations provided to the Recipient on a semi-
10 annual basis, by the Division or its designee. Interest payments shall be payable semiannually on
11 January 1 and July 1 of each year commencing on the January 1 or July 1 which is at least 30 days
12 immediately succeeding the date of the first principal advance made to the Recipient under this loan
13 contract.

14 2. Principal payments shall be made semiannually on January 1 and July 1, commencing on the first
15 January 1 or July 1 which is at least 30 days immediately following the date the Recipient draws the
16 maximum principal amount authorized under this loan contract, the date the Recipient completes the
17 Project, or three years from the date of this loan contract, whichever occurs first. The principal and
18 interest payments shall be structured to produce substantially level payments and amortize the
19 outstanding principal amount of the loan over the term of the loan (Exhibit H).

20 3. The Bond is not subject to prepayment unless the State consents to such prepayment or a change in use
21 of the Project occurs which necessitates remedial action under Treasury Reg. 1.141-12 in order to
22 comply with the federal tax covenant in the Resolution.
23

24 **SECTION 7. FEES**

25 1. The Division may charge a loan origination fee in an amount authorized by NAC 445A.775.

- 1 2. The loan recipient shall remit to the Division the full amount of the loan origination fee within 30 days
2 after the loan closing.
- 3 3. This loan contract contains a loan origination fee in the amount of \$181,858.50. (0.50% of the loan
4 amount)

5

6 **SECTION 8. FISCAL SUSTAINABILITY PLAN**

7 The Recipient will maintain a fiscal sustainability plan that outlines the system’s assets, identifies the
8 critical assets of the system, determines condition of the assets, and plans for future replacement.

- 9 1. The plan must evaluate the level of service required of the system, and
- 10 2. The plan must address ongoing maintenance of system assets to ensure its maximum useful life,
11 and
- 12 3. The plan must be reviewed and updated by the Recipient at least once every five years, and
- 13 4. The Recipient may maintain a fiscal sustainability plan in logical sections of the system rather than
14 the entire system upon approval of the Division, and
- 15 5. The plan is subject to periodic review by the Division.

16

17 **SECTION 9. USEFUL LIFE OF PROJECT**

18 For purposes of this contract, the parties agree that the useful life of the Project is at least thirty (30) years
19 from and after Project completion.

20

21 **SECTION 10. TERM**

22 This contract shall take effect upon execution of the contract by the Division and the Recipient, and for the
23 purpose of this section, the term of this contract is for no more than thirty (30) years from the date of this
24 loan contract.

25

1 **SECTION 11. NOTICES**

2 All notices or other communications hereunder shall be sufficiently given and shall be deemed given when:
3 (a) hand delivered; (b) mailed by registered or certified United States mail, postage; or (c) via email to the
4 parties hereinafter set forth at the following addresses:

5
6 1. Nevada Division of Environmental Protection
7 Office of Financial Assistance
8 901 S. Stewart St., Ste 4001
9 Carson City, NV 89701-5249
10 ndep-ofa@ndep.nv.gov

11
12 2. Incline Village General Improvement District
13 1220 Sweetwater Rd.
14 Incline Village, NV 89451-9214
15 ksn@ivgid.org

16
17 **IN WITNESS THEREOF**, the parties have executed this contract on the dates set forth below.

18
19 **RECIPIENT: INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

20 _____ Date: _____

21 Mike Bandelin, Interim General Manager, Incline Village General Improvement District

22
23 **DIVISION OF ENVIRONMENTAL PROTECTION**

24 _____ Date: _____

25 Jennifer Carr, Administrator

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

Condition 1. AWARD OF CONSTRUCTION CONTRACTS; NOTIFICATION OF AWARD AND INITIATION OF CONSTRUCTION

- 1.1 The Recipient shall conduct value engineering if the total estimated cost of building the treatment works is more than \$10,000,000 (NAC 445A.782).
- 1.2 The Division may, upon the request of a recipient, grant an extension of the time provided by subsection 1 in any case where unusual or extenuating circumstances exist. Any request for an extension must be made in writing and must set forth facts justifying the extension.
- 1.3 The Recipient agrees to promptly notify the Division in writing both of the award of the prime construction contract for the project and of initiation of construction of the project.
- 1.4 The Recipient shall require the contractor to submit a schedule for construction at the preconstruction conference. The contractor shall be required to update the schedule as necessary.
- 1.5 The Recipient agrees to expeditiously proceed with and complete construction of the project in substantial accordance with project plans and specifications approved by the Division.

Condition 2. CONSTRUCTION ACTIVITIES AND NOTIFICATIONS

If the loan is awarded for construction of collection lines, the Recipient shall require mandatory connection to the system. This shall be accomplished by including a requirement for mandatory connections in the sewer use ordinance.

The Recipient agrees to promptly notify the Division in writing of:

- 2.1 Any substantial change in scope of the project. The Recipient agrees that no substantial change in the scope of the project will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change.
- 2.2 Cessation of all major construction work on the project where such cessation of work is expected to or does extend for a period of 30 days or more.
- 2.3 Any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of 90 days or more beyond the estimated date of completion of construction previously provided to the Division.
- 2.4 Completion of construction of the project.

After completion of the project the Recipient shall provide the Division with as-built record drawings for the project.

Condition 3. RESIDENT ENGINEER & INSPECTOR

The Recipient is required to hire a qualified full time resident engineer and inspector(s) during the construction of the project unless waived by the Division.

Condition 4. PROJECT ACCESS & STATE REVIEWS

- 4.1 The Recipient agrees to ensure that the Division or any authorized representative thereof will have suitable access to the project site and project documents at reasonable times during project construction.
- 4.2 The parties agree that review or approval of project plans and specifications by the Division is for administrative purposes only and does not relieve the Recipient of the responsibility to properly plan, design, construct, operate and maintain the Project.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

Condition 5. INDEMNIFICATION

- 5.1** As between the Division and the Recipient, the Recipient agrees that it has sole responsibility for proper planning, design, construction, operation and maintenance of the Project, and the Recipient agrees to indemnify the Division, the state of Nevada and their officer, agents and employees against and to hold the same free and harmless from any and all claims, demands, damages, losses costs, expenses or liability due or incident to planning, design, construction, operation or maintenance of the Project.
- 5.2** The parties will not waive and intend to assert available NRS 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Actual damages for any State breach shall never exceed the amount of funds, which have been appropriated for payment under this contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.
- 5.3** To the fullest extent of limited liability as set forth above, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to, reasonable attorneys' fees and costs arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist to any party or person described in this paragraph.
- 5.4** The indemnification obligation under this paragraph is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

Condition 6. PROJECT COMPLETION; INITIATION OF OPERATIONS & OPERATION AND MAINTENANCE

- 6.1** At the time of completion of construction, the Division, after consultation with the Recipient, will establish a reasonable estimated project completion date, and the Recipient agrees to make all reasonable efforts to meet the date so established. Such date shall be binding upon the Recipient unless modified in writing by the Division upon a showing of good cause by the Recipient. Extension of the project completion date by the Division shall not be unreasonably withheld.
- 6.2** Upon completion of construction of the Project, the Recipient agrees to expeditiously initiate project operations. The Recipient agrees to properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state laws, rules and regulations. Upon reasonable notice, the Recipient shall make available to the Division the operation and maintenance manuals for the Project.

Condition 7. DEDICATED SOURCE OF REVENUE & SYSTEM USER CHARGES

- 7.1** The Recipient shall adopt and maintain in effect during the term of this contract a user charge system or other dedicated source of revenue such as connection fees, which at all times complies with the requirements of applicable state rules, regulations and guidelines.

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- 7.2 The Recipient agrees to administer a system of user charges acceptable to the Division pursuant to NAC 445A.788- 445A.790.
- 7.3 The Recipient further agrees to periodically review and modify the system of user charges as necessary to assure its reasonable adequacy to repay the loan, and to cover operating costs and meet other financial obligations of the Recipient. The system of user charges shall be reviewed at least once every three years and all modifications thereto shall be consistent with NAC 445A.788 and shall be maintained to the reasonable satisfaction of the Division.

Condition 8. CONTINUOUS USE OF PROJECT

The Recipient agrees that it will not abandon, substantially discontinue use of, or dispose of the project during the useful life of the project without prior written approval of the Division. If the Recipient does abandon, substantially discontinue use, of, or dispose of the Project during the useful life of the Project without prior approval of the Division, the Recipient shall repay the account for the revolving fund all remaining principal advanced hereunder due in accordance with the terms of this contract.

Condition 9. REPORTS, RECORDS & ACCOUNTING STANDARDS

- 9.1 The Recipient agrees to expeditiously provide, during construction of the project and thereafter during the useful life of the project, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation by the State Revolving Fund Loan Program or to fulfill any reporting requirements of the federal government. At a minimum, such reports reasonably required by the Division shall include the submission of annual financial statements, prepared on a basis utilizing “Generally Accepted Accounting Principles (GAAP).

Without limitation of the requirement to maintain project accounts in accordance with generally accepted government accounting standards, the Recipient agrees to:

- 9.2 Maintain separate Project accounts in accordance with generally accepted government accounting standards including, but not limited to, standards relating to the reporting of infrastructure assets and those contained in the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, promulgated by the U.S. General Accounting Office.
- 9.3 Comply with requirements described in to 2 CFR §200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements which apply to expenditures by a public or non-profit entity of federal monies from all sources in an amount greater than or equal to \$750,000 in a year.
- 9.4 Establish an official file for the project which shall adequately document all significant actions relative to the project;
- 9.5 Establish accounts which will adequately and accurately depict all amounts received and expended on the project, including all loan funds received under this contract;
- 9.6 Establish accounts which will adequately depict all income received which is attributable to the project, specifically including any income attributable to loan funds disbursed under this contract.
- 9.7 Establish an accounting system which will accurately depict final total costs of the project, including both direct and indirect costs.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

- 9.8** Maintain records and accounting activities of the wastewater utility separately from other activities of the Recipient.
- 9.9** If a force account is used by the Recipient for any phase of the Project, other than for planning, design and construction engineering and administration provided for by allowance, accounts will be established which reasonable document all employee hours charged to the project and the associated tasks performed by each employee.
- 9.10** Retain project records for a minimum of three (3) years after final loan repayment has been made, and for such longer period as may be required for the Division to fulfill federal reporting requirements under federal statutes and regulations. All Recipient records relative to the project shall be subject at all reasonable times to inspection, copying, and audit by the Division or any authorized representative.

Condition 10. FINANCIAL INFORMATION AUDIT

The Division, at its option, may call for an audit of financial information relative to the project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a Certified Public Accountant independent of the Recipient and at the cost of the Recipient. The audit shall be in the form required by the Division.

Condition 11. LOAN DISBURSEMENT; AVAILABILITY OF FUNDS

- 11.1** The Recipient agrees to draw funds available in section 4 within three (3) years from the date of this contract. Funds will be subject to de-obligation and/or review after this time period by the Division.

Except as may be otherwise provided in this contract, loan amounts will be disbursed as follows:

- 11.2** Loan funds will be promptly disbursed to the Recipient for project costs incurred by the Recipient upon receipt by the Division of proper and acceptable Payment Request Forms from the Recipient.
- 11.3** Additional loan funds will be promptly disbursed to the Recipient for project costs incurred by the Recipient upon receipt of proper and acceptable payment requests from the Recipient provided that payment shall not be made more frequently than once a month.
- 11.4** The Recipient agrees that it will not request payment for any project cost until such cost has been incurred and is due and payable, although it is agreed that actual payment of such cost by the Recipient is not required as a condition of payment request. The Recipient agrees to provide a certification with each payment request that costs shown in the payment request have been incurred and is due and payable at the time of the request.
- 11.5** Each disbursement of loan funds other than for the planning and design allowance will be accompanied by an appropriate prorate percentage of the allowance for construction engineering and inspection services for the project.
- 11.6** The Division's obligation to pay any sum to the Recipient under any provisions of this contract, is contingent upon the availability of sufficient funds to permit the payments provided for herein. In the event that sufficient funds, as determined by the Division, do not become available for any reason, the Division shall not be obligated to make any payments to the Recipient under this contract. This provision shall be construed as a condition precedent to the obligation of the Division to make any payments under this contract. Nothing in this contract shall be construed to provide the Recipient with

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

a right of priority for payment over any other agency. If any payments which are otherwise due to the Recipient under this contract are deferred because of unavailability of sufficient funds, such payments will promptly be made to the Recipient when sufficient funds do become available.

- 11.7 Any federal funds used for funding of this loan will be provided through the Capitalization Grants for Clean Water State Revolving Funds CFDA #66.458.

Condition 12. **COMPLIANCE WITH OTHER FEDERAL STATUTES AND AUTHORITIES**

- 12.1 A number of other federal laws and authorities will be applied to activities supported with SRF funds directly made available by capitalization grants. Exhibit B contains a current list of these other laws and authorities. The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, regulations, and requirements.
- 12.2 The Recipient recognizes as goals the applicable Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) “fair share” goals negotiated with EPA by the Division for construction, supplies, equipment and services as follows:
- | | | |
|--------------|--------|--------|
| Construction | MBE 2% | WBE 2% |
| Equipment | MBE 1% | WBE 1% |
| Services | MBE 1% | WBE 2% |
| Supplies | MBE 1% | WBE 1% |
- 12.3 The Davis-Bacon Act wage rules apply to the project funded by this loan contract as specified in Exhibit D.
- 12.4 The American Iron and Steel requirements apply for the entirety of the construction activities through completion of construction as specified in Exhibit E.
- 12.5 The Build America, Buy America (BABA) Act requirements apply to the project funded by this loan contract. Unless a waiver is granted by the United States Environmental Protection Agency, all funds made available under this contract must only be used to procure iron, steel, manufactured products, and construction materials that are produced in the United States.
- 12.6 As required by [2 CFR 200.216](#), federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 12.7 Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the [System for Award Management](#) exclusion list.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

Condition 13. **REPAYMENT; PENALTIES; RECIPIENT OBLIGATIONS**

- 13.1 The loan amount, together with all interest accruing thereon, shall be repaid as provided for in the loan contract.
- 13.2 The Recipient agrees to make each loan payment on or before the due date. A ten-day grace period will be allowed. A penalty in the amount of one-tenth of one percent (0.1%) of the defaulted payment will be due for each day of nonpayment beyond the grace period. Any penalties assessed will not be added to the loan balance but will be treated as a separate account and obligation of the Recipient, to be paid in full within 30 days after Recipient is in compliance with payment schedule.
- 13.3 The Recipient, as a whole, is obligated to make all payments required by this contract to the Division, notwithstanding any individual default by its constituents or others in the payment to the Recipient of taxes, assessments, fees, or other charges levied by the Recipient. The Recipient shall provide for the punctual payment to the Division of all amounts which become due under this contract and which are received from constituents or others in the payment to the Recipient of taxes, assessments, fees, or other charges levied by the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any taxes, assessments, fees or charges necessary to provide payment by the Recipient under this contract, to enforce or to collect such taxes, assessments, fees or charges or to pay over to the Division any money collected on the taxes, assessments, fees or charges necessary to satisfy any amount due under this contract, the Division may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the levying and collection of the taxes, assessments, fees or charges and the payment of the money collected therefrom to the Division.
- 13.4 Action taken pursuant hereto shall not deprive the Division of, or limit the application of, any other remedy provided by law or by this contract.

Condition 14. **TERMINATION; IMMEDIATE REPAYMENT; INTEREST**

- 14.1 This contract may be terminated by written notice during construction of the project, or thereafter at any time prior to complete repayment by the Recipient, at the option of the Division, upon violation by the Recipient of any material provision of this loan contract after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this contract within a reasonable time as established by the Division.
- 14.2 In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the Division an amount equal to the current balance due on the loan, including accrued interest, and all penalty assessments due in accordance with the terms of this contract.

Condition 15. **DEFAULTS & REMEDIES**

- 15.1 **NOTICE OF DEFAULT.** If an Event of Default shall occur, the non-defaulting party shall give the party in default prompt telephonic notice of the occurrence of such Event of Default, provided the non-defaulting party has knowledge of such Event of Default. Such telephonic notice shall be immediately followed by written notice of such event of Default given in the manner set forth in the contract.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

- 15.2 EVENTS OF DEFAULT.** The occurrence of one or more of the following events constitutes an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency.
- i. Failure by the Recipient to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due;
 - ii. Failure by the Recipient to observe and perform any duty, covenant, obligation, or agreement on its part to be observed or performed under this Loan Agreement, which failure shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Recipient by NDEP;
 - iii. Any representation made by or on behalf of the Recipient contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is intentionally false or misleading in any material respect.
- 15.3 REMEDIES,** If NDEP determines that an Event of Default has occurred, NDEP may, without further notice:
- i. Declare the outstanding loan amount plus any unpaid accrued interest, fees, and other amounts due hereunder due and payable;
 - ii. Cease making disbursement of Loan proceeds or make some disbursements of Loan proceeds and withhold or refuse to make other disbursements;
 - iii. Pursue any other legal or equitable remedy it may have.

Condition 16. DISPOSITION OF EQUIPMENT

In accordance with 41 CFR 105-71.132, when original or replacement equipment used to construct the facilities acquired under this contract is no longer needed for the original project, disposition of the equipment will be made as follows:

- 16.1** Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Division.
- 16.2** Items of equipment with a current per unit fair market value of \$5,000 or greater may be retained or sold and the State shall have a right to an amount calculated by multiplying the current market value or proceed from sale by the Division's share of the equipment. In cases where the Recipient fails to take the appropriate actions, the Division may direct the Recipient to take excess and disposition actions.

Condition 17. DISPUTES

Any dispute arising under this contract which is not otherwise disposed of shall be decided by the Administrator of the Division of Environmental Protection. The decision shall be reduced to writing and a copy thereof furnished to the Recipient. The decision of the Administrator shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Administrator's decision to the Recipient, the Recipient mails or otherwise furnishes a written appeal of the decision to the Director of the Department of Conservation and Natural Resources. The decision of the Director shall be final and conclusive unless overturned by a court of competent jurisdiction. In connection with any appeal under this clause, the Recipient shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Recipient shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this loan contract.

EXHIBIT A
CWSRF STANDARD LOAN CONDITIONS

Condition 18. **FORCE MAJURE**

Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligation hereunder due to unforeseeable events including: strikes, failure of public transportation, civil or military authority, acts of public enemy, accidents, fires, explosions, earthquakes, flood, or unusual atmospheric events. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of this Contract after the intervening cause ceases.

Condition 19. **WAIVER**

The parties hereto may, from time to time, waive any rights under this contract unless such waiver is contrary to law, provided that any such waiver must be in writing and must be signed by the party making such waiver.

Condition 20. **AMENDMENT**

This contract may be amended at any time by mutual written agreement of the parties.

EXHIBIT B
Cross-Cutting Federal Authorities

Cross-cutting federal authorities are the requirements of other federal laws and Executive Orders that apply in the case of federally funded projects. The cross-cutters include (but are not limited to): environmental laws such as the Endangered Species Act, the National Historic Preservation Act, executive orders on the protection of wetlands and flood plains, social policy authorities such as executive orders on equal employment opportunity in federally assisted programs, and economic authorities such as rules implementing executive orders on the debarment and suspension of persons who have engaged in misconduct. In the State Revolving Fund programs, compliance with federal cross-cutting authorities is required by all recipients of these federal funds. A list of the possible applicable cross-cutters follows.

Environmental Authorities

- o Archaeological and Historic Preservation Act, Pub. L. 93-291, as amended
- o Protection and Enhancement of the Cultural Environment
- o Clean Air Act, Pub. L. 95-95, as amended
- o Coastal Barrier Resources Act, Pub. L. 97-348
- o Coastal Zone Management Act, Pub. L. 92-583, as amended
- o Endangered Species Act, Pub. L. 93-205, as amended
- o Environmental Justice, Executive Order 12898
- o Flood Plain Management, Executive Order 11988 as amended by Executive Order 12148
- o Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608
- o Farmland Protection Policy Act, Pub. L. 97-98
- o Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- o Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265
- o National Environmental Policy Act, Pub. L. 91-190
- o National Historic Preservation Act, Pub. L. 89-655, as amended
- o Safe Drinking Water Act, Pub. L. 93-523, as amended
- o Wild and Scenic Rivers Act, Pub. L. 90-54 as amended

Economic and Miscellaneous Authorities

- o Debarment and Suspension, Executive Order 12549
- o Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, and Executive Order 12372
- o Drug-Free Workplace Act, Pub. L. 100-690
- o New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
- o Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738
- o Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities

- o Older Americans Act, Pub. L. 94-135
- o Equal Employment Opportunity, Executive Order 11246
- o Section 13 of the Clean Water Act, Pub. L. 92-500
- o Section 504 of the Rehabilitation Act, Pub. L. 93-112
- o Title VI of the Civil Rights Act, Pub. L. 88-352

EXHIBIT B
Cross-Cutting Federal Authorities

Disadvantaged Business Enterprise Authorities

- o Small, Minority, and Women-owned Business Enterprises, Executive Orders No.11625, 12138, and 12432
- o Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 Pub. L. No. 100-590
- o 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Name & Title of Authorized Representative

Signature and Date of Authorized Representative

EXHIBIT D

Preamble

With respect to the Clean Water State Revolving Funds and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients' compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated Appropriations Act For Sub recipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance - with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Elizabeth Borowiec, borowiec.elizabeth@epa.gov, 415-972-3419, of EPA Region 9, for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by Clean Water State Revolving Funds and Safe Drinking Water State Revolving Funds. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the

EXHIBIT D

closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or Consolidated Appropriations Act, 2017, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

EXHIBIT D

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall

EXHIBIT D

be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable Standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of

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apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or sub contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the

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trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen,

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working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

II. Requirements Under The Consolidated Appropriations Act, 2017 (P.L. 115-31) For Sub recipients That Are Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its DB

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responsibilities when DB applies to EPA awards of financial assistance under –FY 2017 Consolidated Appropriations Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact Elizabeth Borowiec, borowiec.elizabeth@epa.gov, 415-972-3419, EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL’s web site at <http://www.dol.gov/whd/>

Under these terms and conditions, the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2017 Consolidated Appropriations Act -, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a Clean Water State Revolving Funds and Safe Drinking Water State Revolving Funds,-. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub recipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to Elizabeth Borowiec, borowiec.elizabeth@epa.gov, 415-972-3419, EPA Region 9, for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the sub recipient shall monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.
- (ii) If the sub recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor www.wdol.gov on a weekly basis if it does

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not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(d) Sub recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2017 Consolidated Appropriations Act -, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work

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actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis- Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified

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week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period (1) contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR